

DATED 2 March 2026

- (1) THE GREATER LONDON AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY
- (3) ABBEY WOOD SEDGEMERE LIMITED

DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AND ALL OTHER POWERS
ENABLING RELATING TO
LAND AT 4-8 SEDGEMERE ROAD LONDON SE2 9SW



Pinsent Masons

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THIS DEED OF AGREEMENT is made on

2 March

2026

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Chunchie Way, London E16 1ZE (the "**GLA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY** of Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7AT (the "**Council**"); and
- (3) **ABBEY WOOD SEDGEMERE LIMITED** (No. 14818500) whose registered office is at 6 York Street, London, England, W1U 6QD (the "**Owner**").

WHEREAS:

- (A) The Council is the local planning authority for the purposes of section 106 of the 1990 Act in respect of the administrative area in which the Land is located.
- (B) The Owner is the owner of the freehold interests in the Land registered at the Land Registry with title numbers SGL179777, SGL420966, SGL6313 and SGL214682.
- (C) The Owner submitted the Planning Application to the Council which was validated on 19 October 2024 and allocated Council reference number 24/02488/FULM.
- (D) The Council informed the GLA on 20 May 2025 that it was minded to refuse planning permission for the Planning Application.
- (E) On 2 June 2025, the Mayor of London gave a direction to the Council under powers conferred by section 2A of the 1990 Act the Mayor would act as the local planning authority for the purposes of determining the Planning Application.
- (F) At a representation hearing held on 30th September 2025, the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Planning Application and grant the Planning Permission subject to imposing conditions and prior completion of this Agreement.
- (G) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Agreement on behalf of the Mayor of London.
- (H) The Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Agreement and except where expressly stated otherwise in this Agreement the Council shall have primary responsibility for such monitoring and enforcement.
- (I) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this Agreement.
- (J) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Agreement in accordance with section 2E of the 1990 Act.
- (K) The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Agreement.
- (L) The parties agree that the obligations in this Agreement are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

- (M) Accordingly, the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- "1980 Act"** means the Highways Act 1980 as amended
- "1990 Act"** means the Town and Country Planning Act 1990 as amended
- "2011 Act"** means the Localism Act 2011 as amended
- "Additional Affordable Housing Scheme"** means a scheme or schemes to be prepared by the Owner and submitted to the Council in accordance with Schedule 3 detailing the Additional Affordable Housing Units to be provided and which:
- (a) confirms which Market Housing Units are to be converted into Additional Affordable Housing Units;
 - (b) confirms which Discounted Market Rent Housing Units (if any) are to be let at lower rents including at London Living Rent Levels to achieve a greater level of affordability (and the level of the rents);
 - (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
 - (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
 - (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 7.6 or 7.7 of Schedule 3 applies
- "Additional Affordable Housing Units"** means the Market Housing Units to be converted to Affordable Housing pursuant to an Additional Affordable Housing Scheme approved under paragraph 7.4 or 7.5 of Schedule 3 and which are to be pepper potted throughout the Development
- "Affordable Housing"** means housing including Discounted Market Rent Housing and London Living Rent Level Housing Units provided to Eligible Renters whose needs are not met by the market and which housing should (a) meet the needs of Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable rent for future Eligible Renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
- "Affordable Housing Units"** means the 65 Residential Units to be provided as Affordable Housing comprising 210 Habitable Rooms comprising not less than 35 per cent (by Habitable Room) of the Residential Units and which are to be pepper potted throughout the Development
- "Building"** means the building of the Development as shown on Plan 2
- "Borough"** means the London Borough of Bexley

"Discounted Market Rent Housing Units"	means the 49 Affordable Housing Units comprising 146 Habitable Rooms to be made available for Discounted Market Rent Housing in accordance with Schedule 3 of this Agreement together with any Additional Affordable Housing Units which are to be delivered as Discounted Market Rent Housing
"Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Procedure"	that in respect of the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units priority will be given where there are multiple applicants to Eligible Renters who live or work in the Borough
"Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme"	a scheme to be submitted to the Council that is consistent with the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Procedure and explains: <ul style="list-style-type: none">(a) how the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units are to be advertised including the proposed marketing channels; and(b) when the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units are to be advertised including ensuring that the priority in the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Procedure is adhered to
"Disposal"	means: <ul style="list-style-type: none">(a) the Sale of a Component(s) of the Development;(b) the grant of a lease of a term of no less than 125 years of a Component of the Development; or(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p>
"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Discounted Market Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £67,000
"Estimated Build Costs"	means the sum of: <ul style="list-style-type: none">(a) the estimated Build Costs remaining to be incurred at the Review Date; and(b) the actual Build Costs incurred at the Review Date
"Financial Contributions"	means each of the contributions payable by the Owner to the Council pursuant to Schedule 1 and "Financial Contribution" shall be construed accordingly

- "First Occupation"** means first Occupation of the Development or any part thereof and **"First Occupy"** shall be construed accordingly
- "Fraudulent Transaction"** means:
- (a) a transaction the purpose or effect of which is to artificially reduce the Estimated GDV and/or artificially increase the Estimated Build Costs; or
 - (b) a Disposal that is not an arm's length third party bona fide transaction
- "GLA"** means the Greater London Authority or any successor in statutory function
- "Habitable Room"** means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
- "Household Income"** means:
- in relation to a single Eligible Renter, the gross annual income of that Eligible Renter's Household; and
 - in relation to joint Eligible Renters, the combined gross annual incomes of those Eligible Renters' Households
- "Implementation"** means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and material operations shall be construed as being carried out at the earliest date on which any material operation is begun and **"Implemented"**, **"Implement"** and **"Implementation Date"** shall be construed accordingly
- "Index"** means the Building Costs Information Service All In Tender Price Index published by the Royal Institution of Chartered Surveyors
- "Index Linked"** means increased from the date of this Agreement to the date of payment in accordance with the Index
- "Land"** means the land at 4-8 Sedgemere Road, Abbey Wood, London as shown edged red on Plan 1
- "London Living Rent Levels"** means rents which:
- (a) do not exceed the latest maximum London Living Rents for the relevant ward published by the GLA annually;
 - (b) together with other annual housing costs including Service Charges, do not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per

cent of gross income) specified in the latest London Plan Annual Monitoring Report; and

- (c) only increase (in percentage terms) within the term of the tenancy in question not more than the percentage increase in the CPIH for the relevant period PROVIDED THAT after any increase the rent for the tenancy in question must still comply with paragraph (b) above and PROVIDED FURTHER that the initial rents for subsequent lettings will reset in accordance with paragraphs (a) and (b) above

"London Living Rent Level Housing Units"	means the 16 Affordable Housing Units comprising 64 Habitable Rooms to be made available at London Living Rent Levels in accordance with Schedule 3 of this Agreement together with any Additional Affordable Housing Units let as London Living Rent Levels under an Additional Affordable Housing Scheme
"London Plan"	means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
"Market Housing Units"	means (subject to paragraph 8.3 of Schedule 3) the 167 Residential Units comprising 388 Habitable Rooms which are to be let on the open market and which are not Affordable Housing Units
"Monitoring Contribution"	the sum of £31,147.02 (thirty one thousand and one hundred and forty seven pounds and two pence) (Index Linked) payable by the Owner to the Council towards the costs of the Council monitoring the obligations in this Agreement
"Occupation"	means the occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display or occupation in relation to security operations and " Occupy ", " Occupying ", " Occupier " and " Occupied " shall be construed accordingly
"Plan 1"	means the plan attached to this Agreement at Appendix 1 marked "Plan 1" (the Land)
"Plan 2"	means the plan attached to this Agreement at Appendix 1 marked "Plan 2" showing the proposed layout of the Development
"Plan 3"	means the plan attached to this Agreement at Appendix 1 marked "Plan 3" showing the location of the Public Realm Works and the broad route of the Public Route
"Planning Application"	means the application for full planning permission for the Development submitted to Council and allocated reference number 24/02488/FULM
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application
"Practical Completion"	means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or

part or parts thereof and "**Practically Complete**" and "**Practically Completed**" shall be construed accordingly

"Preparatory Operation"

means any of the following works:

- (a) ground and archaeological investigations;
- (b) erection of fences and hoardings, any temporary construction compound buildings, and any security measures including lighting;
- (c) ecological survey and mitigation works;
- (d) pegging out;
- (e) laying, removal or diversion of services;
- (f) decontamination works;
- (g) erection of temporary accesses;
- (h) site clearance (excluding demolition);
- (i) any other works that the Council has agreed in writing are reasonable to carry out on the Land before triggering Commencement

Public Realm Works

means all ecological mitigation and enhancement, landscaping, pedestrian and vehicle access, parking and other external works within the area hatched green on Plan 3, the specification of which is approved by the Council pursuant to planning conditions 23, 24, 25 and 27 on the Planning Permission

"Resident"

means an Occupier of a Residential Unit and "**Residents**" shall be construed accordingly

"Residential Units"

means the 228 residential units to be provided as part of the Development comprising 598 Habitable Rooms which shall include the Market Housing Units and the Affordable Housing Units

"Sale"

means the sale of the freehold of a Component and "**Sold**" shall be construed accordingly

"Use Class"

means the relevant class of development use as specified in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended)

"Working Day"

means any day of the week other than Saturday Sunday any bank holiday and any public holiday

- 1.2 Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

- 1.5 Covenants given hereunder if made by more than one person are given jointly and severally
- 1.6 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction
- 1.7 Headings in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of this Agreement to which they relate
- 1.8 References to any party in this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council to the successors to its statutory functions
- 1.9 Where in this Agreement reference is made to any clause, paragraph, schedule, recital or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, recital or appendix in this Agreement

2. **LEGAL BASIS**

- 2.1 This Deed is entered into pursuant to:
 - 2.1.1 section 106 of the 1990 Act;
 - 2.1.2 section 16 of the Greater London Council (General Powers) Act 1974;
 - 2.1.3 section 111 of the Local Government Act 1972;
 - 2.1.4 section 1 of the 2011 Act; and
 - 2.1.5 all other powers enabling in that behalf.
- 2.2 The covenants, restrictions, undertakings and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to section 106 of the 1990 Act and (subject to clause 3) are enforceable by the GLA and the Council as local planning authorities against the Owner and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Land or any part of parts thereof as if that person had also been an original covenanting party in respect of such covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.
- 2.3 The covenants in this Agreement that are given to the Council shall also be enforceable by the GLA as provided for in sections 2E and 106(9)(d) of the 1990 Act.
- 2.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the GLA or the Council in the exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised.
- 2.5 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 2.6 No waiver (whether express or implied) by the GLA or the Council of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the GLA or the Council from enforcing any of the aforesaid or from acting upon any subsequent breach or default.
- 2.7 In accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 it is hereby declared that none of the terms of this Agreement shall in the absence of any express provision to the contrary be construed as being enforceable by any third party.

2.8 This Deed is governed by and interpreted in accordance with the Law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

2.9 The Interpretation Act 1978 shall apply to this Agreement.

3. **RELEASE AND LAPSE AND STATUTORY UNDERTAKERS AND MORTGAGEES**

3.1 No person (including, but not limited to, the Owner) shall be liable for any breach of any of its obligations under this Agreement or obligations relating to any part of the Land after it shall have parted with all of its interests in the Land or the part in respect of which the breach arises (as the case may be) save in either case for liability for antecedent breaches.

3.2 No obligations, undertakings or liabilities under this Agreement (save for those set out at paragraph 2.1 of Schedule 5) shall be enforceable against owners, tenants or occupiers of the Residential Units nor against mortgagees or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

3.3 No obligations, undertakings or liabilities under this Agreement shall be enforceable against statutory undertakers and utility providers who as part of their undertaking have any interest in the Land nor against mortgagees or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

3.4 No mortgagee or chargee of the Owner's interest in the Land:

3.4.1 shall be liable in respect of any breach of the terms of this Agreement unless and until it takes possession of the Land as a mortgagee in possession; and

3.4.2 shall be liable for any breach of the terms of this Agreement arising prior to the mortgagee or chargee becoming a mortgagee in possession of the Land or part thereof to which such obligation(s) relates.

4. **CONDITIONAL DEED**

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Implementation of the Planning Permission

save in respect of Clauses 1, 2, 3, 4, 5.1.1, 5.1.2, 7, 8, 9, 10, 12, 13, 15, 16, 17 and 20 which shall come into effect immediately upon completion of this Agreement.

5. **THE OWNER'S COVENANTS**

5.1 The Owner hereby covenants with the GLA and the Council:

5.1.1 to pay on the completion hereof the GLA's reasonable and proper legal costs incurred in the preparation and settlement of this Agreement;

5.1.2 to pay on the completion hereof the Council's reasonable and proper legal costs incurred in the preparation and settlement of this Agreement;

5.1.3 to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in Schedules 1 to 9 hereto;

5.1.4 to pay to the Council the Monitoring Contribution prior to Implementation; and

5.1.5 not to Implement the Development until the Monitoring Contribution has been paid to the Council.

6. COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of the Council contained in this Agreement.
- 6.2 The Council covenants with the Owner that it shall use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

7. GLA'S COVENANTS

- 7.1 The GLA covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of the GLA contained in this Agreement.

8. FURTHER TERMS

- 8.1 The covenants in this Agreement shall be treated and registered by the Council as local land charges for the purposes of the Local Land Charges Act 1975.
- 8.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

9. NOTICE PROVISIONS

- 9.1 The Owner shall give to the Head of Planning and Regulatory Services not less than ten (10) working days prior written notice of Implementation of the Planning Permission.
- 9.2 The Owner shall give the Head of Planning and Regulatory Services by no later than five (5) Working Days after such transfer written notice of any change in ownership of any of the interests in the Land and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).
- 9.3 Any notice required under this Agreement in the case of the Council shall be in writing and shall be addressed to the Director of Place at the Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7AT and delivered to him personally or by recorded delivery post or by email to development.control@bexley.gov.uk.
- 9.4 Any notice required under this Agreement in the case of the GLA shall be in writing and shall be addressed for the attention of the Head of Development Management at City Hall, Kamal Chunchie Way, London E16 1ZE with the reference 2024/0289.
- 9.5 Any notice required under this Agreement in the case of the Owner shall be in writing and shall be addressed to Abbey Wood Sedgemere Limited at the company's registered address as registered with Companies House and delivered personally or by recorded delivery post.

10. OWNER'S CAPACITY TO ENTER INTO THIS DEED

- 10.1 The Owner hereby warrants that it has full power to enter into this Agreement and that it has obtained all necessary consents from any chargee or any other person having a title or right in the Land.

11. CONSENTS

- 11.1 Where the agreement approval consent or satisfaction of the GLA or the Council is required under the terms of this Agreement that agreement, approval, consent or satisfaction shall be in writing and shall not be unreasonably withheld or delayed.

12. REVOCATION

- 12.1 This Deed shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission shall be quashed,

withdrawn, varied or revoked without the consent of the Owner or if the Planning Permission shall expire prior to Implementation.

- 12.2 If this Agreement is determined pursuant to clause 12.1 the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Agreement.

13. **COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010**

- 13.1 For the purposes of the Community Infrastructure Levy Regulations 2010 ("**the Regulations**"), the Owner hereby affirms that the obligations imposed in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in Regulation 122(2) of the Regulations.

14. **DISPUTES**

- 14.1 In the event of any dispute arising between the parties the parties will attempt to resolve that dispute amicably including holding a meeting by at least one representative from each party within five (5) Working Days of the dispute arising.

- 14.2 If the parties are unable to resolve the dispute amicably pursuant to clause 14.1 within ten (10) Working Days of the dispute arising either Party may by serving notice on the other party refer the dispute to an expert for determination with a minimum of ten (10) years' experience in the relevant field (the "**Expert**") who shall be agreed upon by the parties.

- 14.3 If the parties are unable to agree who shall be appointed as the Expert within ten (10) Working Days of the dispute arising either party may request the President of the Royal Institution of Chartered Surveyors to nominate the Expert at the shared expense of the parties to the dispute.

- 14.4 The Expert shall act as an expert and not as an arbitrator and his decision shall (save in the case of manifest material error) be final and binding on the parties and costs shall be at his discretion or in the event that he makes no determination on costs such costs will be borne by the parties to the dispute in equal shares.

- 14.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than ten (10) Working Days from the date of his appointment.

- 14.6 Nothing in clauses 14.1 to 14.5 shall be taken to fetter the parties ability to seek legal redress in the courts (or otherwise) in respect of any matter in dispute.

15. **SATISFACTION OF ANY PROVISION OF THIS DEED**

- 15.1 The GLA or the Council will upon reasonable written request of the Owner at any time after an obligation under this Agreement has been discharged provide confirmation in writing of the same to the Owner and at the request of the Owner the Council shall when the obligations under the Deed have been entirely discharged cancel the entries made in the Register of Local Land Charges in respect of this Agreement.

- 15.2 The Owner agrees that they will not make more than three (3) requests in any one twelve (12) month period starting from the date of the first request.

16. **INDEXATION**

- 16.1 All Financial Contributions (save for the Carbon Offsetting Contribution (Second Instalment)) payable to the Council shall be Index Linked.

- 16.2 Where reference is made to an Index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and

reasonable manner to the periods before and after rebasing under this deed) or in the event the Index is not replaced, to an alternative reasonably comparable basis or index as the parties shall agree in writing.

17. **SECTION 73 APPLICATIONS**

In the event that the GLA or the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Town and Country Planning Act 1990 (or any re-enactment or replacement therefor) in respect of the conditions in the Planning Permission references in this Agreement to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly.

18. **VAT**

18.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

18.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Agreement, the recipient of that supply shall pay to the supplier an amount equal to such VAT in addition to the consideration for that supply, against receipt of a valid VAT invoice. The recipient of any such supply shall pay to the supplier an amount equal to any VAT which is chargeable in respect of the supply in question on the later of:

18.2.1 the day on which the consideration for the supply is paid or given; and

18.2.2 production of a proper VAT invoice.

18.3 Where a person (the "payer") has paid an amount to any other person (the "payee") on the basis that the payee was entitled to that amount under clause 21 below, but the payee was not properly entitled to the whole or part of that amount under that clause, then:

18.3.1 if the payee has not accounted for such amount (or such part thereof) to HMRC, the payee shall forthwith repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer; or

18.3.2 if the payee has accounted for such amount (or such part thereof) to HMRC, the payee shall, if, when and to the extent that it receives repayment or credit for such amount from HMRC, repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer.

19. **INTEREST**

If any payment due to the Council under this Agreement is paid late, interest will be payable at 4% above the official bank rate paid on commercial bank reserves (Bank of England base rate) from thirty (30) days after the date payment is due to the date of payment.

20. **ENFORCEMENT COSTS**

Without prejudice to the terms of any other provision herein the Owner shall within twenty-eight (28) days of a request pay all reasonable and properly incurred costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably and properly incurred by the GLA or the Council for the purposes of or incidental to the enforcement of any obligations of the Owner following a breach of obligations under this Agreement.

21. **FINANCIAL CONTRIBUTIONS**

21.1 Where any Financial Contributions are paid to the GLA or the Council and applied to the costs of certain works, measures or other items then for the avoidance of doubt such costs shall be taken to include and may be applied to all reasonable and proper costs and expenses associated with or

incidental to the items in questions including (but not limited to) assessment work on the feasibility of works or measures, design fees, professional fees, management and maintenance costs, tendering costs and agreements with third parties (including transport operators and other statutory organisations) and contractors associated with such works, measures or other items and the costs of any statutory orders or other consents required in connection with such works measures or other items.

- 21.2 To the extent that any Financial Contribution or any part thereof remains unspent or is not unconditionally committed to be spent at the end of the period of fifteen (15) years from the date of receipt of the last instalment of the relevant Financial Contribution and upon written request of the person who made the payment the Council shall within one month of such written request refund to the person who made the payment any part of the Financial Contribution which has not been spent or is not unconditionally committed to be spent together with interest on the unexpended part from the date of receipt by the Council of the relevant Financial Contribution to the date of repayment calculated in accordance with Section 32 of the Land Compensation Act 1961

SCHEDULE 1

FINANCIAL CONTRIBUTIONS

1. DEFINITIONS

"Actual Carbon Reduction Shortfall"	means the actual carbon reduction shortfall in meeting the Carbon Reduction Target, such shortfall to be expressed in tonnes of CO ₂ (PROVIDED THAT if that figure is negative, then the Actual Carbon Reduction Shortfall shall be considered to be zero)
"ATZ Contribution"	means £45,000 (forty-five thousand pounds) such sum to be used by the Council towards the ATZ Measures
"ATZ Measures"	means infrastructure improvements to support walking and cycling towards active travel and healthy street improvements within the vicinity of the Development
"Carbon Offsetting Contribution (First Instalment)"	means £137,797.50 (one hundred and thirty-seven thousand, seven hundred and ninety seven pounds and fifty pence) (being 50% (fifty per cent) of the Carbon Offsetting Contribution Estimate), such sum to be used by the Council towards Carbon Offsetting Measures
"Carbon Offsetting Contribution (Second Instalment)"	means the amount to be used by the Council towards Carbon Offset Measures which amount shall be calculated by subtracting the Carbon Offsetting Contribution (First Instalment) from the product of the Carbon Offsetting Contribution Calculation
"Carbon Offsetting Contribution Calculation"	means £2,850 (two thousand, eight hundred and fifty pounds) (being £95 (ninety-five pounds per tonne of CO ₂ over 30 (thirty) years) multiplied by the Actual Carbon Reduction Shortfall
"Carbon Offsetting Contribution Estimate"	means the sum of two hundred and seventy five thousand five hundred and ninety five pounds (£275,595.00) based on the Estimated Carbon Reduction Shortfall at the date of this Agreement
"Carbon Offsetting Guidance"	means such policy or guidance published by the Council which specifies how development contributions for carbon offsets paid to the Council under section 106 of the 1990 Act will be expended on Carbon Offset Measures
"Carbon Offsetting Measures"	means measures paid for by the Council's carbon dioxide reduction fund in accordance with the Mayor's Sustainable Design and Construction SPD or any replacement policy
"Carbon Reduction Target"	means the target of net zero carbon emissions from the Development
"CPZ Contribution"	means the sum of £15,000 (fifteen thousand pounds) payable to the Council in accordance with paragraph 2 of Schedule 1 towards the CPZ Measures

"CPZ Measures"	means
	(a) a review by the Council of the impact of the development on the Abbey Wood Controlled Parking Zones and adjacent areas and whether alterations to existing controlled parking zones or a new controlled parking zone needs to be introduced and the cost of implementing the outcome of the review; and/or
	(b) advertisement of, site surveys for, and implementation of an off-site car club bay
"Energy Statement"	means the energy statement dated 28 March 2025 and prepared by Hoare Lea submitted in support of the Planning Application
"Estimated Carbon Reduction Shortfall"	means the estimated shortfall in meeting the Carbon Reduction Target, such shortfall to be expressed in tonnes of CO2
"Offsite Play Space Contribution"	means the sum of one hundred and seventy one thousand five hundred and twenty two pounds and sixteen pence (£171,522.16) payable to the Council in accordance with paragraph 2 of Schedule 1 towards Offsite Play Space Measures
"Offsite Play Space Measures"	means measures that expands, improves or increases the capacity of children's play space within the area surrounding the Land to ensure that a policy compliant level of play space is available for the Residents of the Development
"Travel Plan Monitoring Contribution"	means the sum of three thousand pounds (£3,000) to be applied towards the Travel Plan Monitoring Measures
"Travel Plan Monitoring Measures"	means measure to monitor the implementation of and compliance with the Travel Plan to be submitted to the Council for approval pursuant to Schedule 6
"Wayfinding Contribution"	means the sum of twelve thousand pounds (£12,000) payable to the Council in accordance with paragraph 2 of Schedule 1 towards Wayfinding Measures
"Wayfinding Measures"	means provision of new signage or refreshing of existing signage to further establish walking and cycling routes to and through the Development

2. FINANCIAL CONTRIBUTIONS

2.1 The Owner hereby covenants with the GLA and the Council to pay the:

- 2.1.1 ATZ Contribution;
- 2.1.2 CPZ Contribution;
- 2.1.3 Offsite Play Space Contribution;
- 2.1.4 Travel Plan Monitoring Contribution; and
- 2.1.5 Wayfinding Contribution;

prior to First Occupation of the Development.

- 2.2 The Owner hereby covenants with the GLA and the Council not to Occupy the Development until the contributions set out in paragraphs 2.1 above have been paid to the Council.
- 2.3 The Council covenants with the Owner to use:
- 2.3.1 the ATZ Contribution for the ATZ Measures;
 - 2.3.2 the CPZ Contribution for the CPZ Measures;
 - 2.3.3 the Offsite Play Space Contribution for Offsite Play Space Measures; and
 - 2.3.4 the Wayfinding Contribution for Wayfinding Measures.

3. CARBON OFFSETTING CONTRIBUTION

- 3.1 The Owner covenants with the Council:
- 3.1.1 to pay to the Council the Carbon Offsetting Contribution (First Instalment) prior to Occupation of the Development;
 - 3.1.2 not to Occupy the Development until the Carbon Offsetting Contribution (First Instalment) has been paid to the Council;
 - 3.1.3 prior to Occupation of the Development, to submit to the Council for its written approval an update to the Energy Statement which includes the Carbon Offsetting Contribution Calculation and an updated carbon reporting statement;
 - 3.1.4 not to Occupy more than 50% of the Market Housing Units until the update to the Energy Statement has been approved by the Council and if it is agreed by the Council that the Carbon Offsetting Contribution (Second Instalment) is payable following the written approval by the Council of the Carbon Offsetting Contribution Calculation (the "**Carbon Offsetting Contribution Calculation Approval**"), to pay to the Council the Carbon Offsetting Contribution (Second Instalment) prior to Occupation of more than 50% of the Market Housing Units.
 - 3.1.5 The Council shall review and respond to the update to the Energy Statement submitted by the Owner in a reasonable timeframe and shall use its reasonable endeavours to approve the update to the Energy Statement as expeditiously as possible and in any event within three months of the date of its receipt from the Owner for approval unless otherwise agreed in writing between the Owner (at its absolute discretion) and the Council.
 - 3.1.6 Where the Council fails to comply with the timescales in paragraph 3.1.5 above or does not give reasons for refusing to approve any details or the Owner considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Owner may request that the GLA makes the determination as to whether to give the approval instead.
 - 3.1.7 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under paragraph 3.1.6 to make a determination instead of the Council and shall notify the Owner and the Council of its election as soon as reasonably practicable.
 - 3.1.8 If the GLA accepts a request under paragraph 3.1.6 to make a determination instead of the Council, the GLA shall issue a determination as to whether the details are approved not later than 20 Working Days after such acceptance SAVE THAT, where not later than 10 Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information.

SCHEDULE 2

BUILD TO RENT

The Owner covenants with and undertakes to the GLA and the Council as follows:

1. DEFINITIONS

"Application Stage Viability Appraisal" means the viability appraisal which was submitted and approved as part of the Planning Application;

"BTR Management Plan" means a plan for the management of the Market Housing Units and the Affordable Housing Units to be provided as part of the Development to be submitted to the Council for approval pursuant to paragraph 2.1.1 of Schedule 2 (and as may be amended and updated from time to time by agreement in writing with the Council), and which shall include the following requirements unless otherwise agreed with the Council:

- (a) each Market Housing Unit, Discounted Market Rent Housing Unit and London Living Rent Level Housing Unit shall be self-contained and let separately for residential use;
- (b) prospective tenants shall be entitled to require the length of each lease of each Market Housing Unit, London Living Rent Level Housing Unit and Discounted Market Rent Housing Unit to be for a minimum term of three years (provided that this shall not prevent the prospective tenant from requiring a shorter term);
- (c) each lease of each Market Housing Unit, London Living Rent Level Housing Unit and Discounted Market Rent Housing Unit shall contain a break clause allowing the tenant to end the lease any time after the first six months of the lease with one month's notice;
- (d) the Market Housing Units and Affordable Housing Units shall be managed as a whole by a single professional property manager which:
 - (i) provides a consistent and quality level of housing management;
 - (ii) has some daily on-site presence;
 - (iii) is part of an accredited ombudsman scheme;
 - (iv) is a member of the British Property Federation and/or regulated by the Royal Institution of Chartered Surveyors;
 - (v) complies with the Royal Institution of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
 - (vi) has a complaints procedure; and

(vii) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and

(e) all rent increases within the term of each lease of each Market Housing Unit shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy

"Clawback Amount"

means a sum of money to be paid prior to a Clawback Disposal in accordance with paragraph 3 of Schedule 2 using the following formula:

$$A = B - C$$

where:

A = the Clawback Amount;

B = the value of the Market Housing Units that are being disposed of, valued on the assumption that such units are to be sold free of the restrictions in Schedule 2 and to be based on the consideration that is being paid for the relevant Market Housing Units as part of the Clawback Disposal; and

C = is the value of the Market Housing Units which are subject to the relevant Clawback Disposal based on the values set out in the Application Stage Viability Appraisal, valued on the assumption that such units are subject to the restrictions in Schedule 2 and as adjusted by the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function)

"Clawback Disposal"

means a Disposal of one or more Market Housing Units during the Covenant Period other than:

(a) a letting of a Market Housing Unit in accordance with the Approved BTR Management Plan; or

(b) a Disposal of the entirety (from time to time) of the Residential Units to a single purchaser provided that the Market Housing Units remain in rented tenure in accordance with the Approved BTR Management Plan

"Covenant Period"

means not less than 15 (fifteen) years starting from (and including) the latter of the date of First Occupation of the Market Housing Units or the date on which all of the Market Housing Units are available for Occupation

2. BUILD TO RENT PROVISION

2.1 The Owner shall:

2.1.1 submit to the Council the BTR Management Plan for approval;

2.1.2 not Occupy or cause or permit the Occupation of any Market Housing Units or the Affordable Housing Units unless and until the BTR Management Plan has been submitted to and approved by the Council (the "**Approved BTR Management Plan**");

- 2.1.3 manage the Market Housing Units and the Affordable Housing Units in accordance with the Approved BTR Management Plan;
 - 2.1.4 not Occupy or cause or permit the Occupation of the Market Housing Units or the Affordable Housing Units except in accordance with the Approved BTR Management Plan;
 - 2.1.5 upon reasonable notice from the Council (and no more frequently than every six (6) months from First Occupation of the Residential Units), provide to the Council such evidence as the Council reasonably requires to demonstrate the Owner's compliance with the Approved BTR Management Plan; and
 - 2.1.6 have absolute discretion to determine the occupier eligibility criteria for the Market Housing Units, subject to this not conflicting with the Approved BTR Management Plan.
- 2.2 The Council shall review and respond to the BTR Management Plan submitted by the Owner in a reasonable timeframe and shall use its reasonable endeavours to approve the BTR Management Plan as expeditiously as possible and in any event no later than three months of the date of its receipt from the Owner for approval unless otherwise agreed in writing between the Owner (at its absolute discretion) and the Council.
- 2.3 Where the Council fails to comply with the timescales in paragraph 2.2 above or does not give reasons for refusing to approve any details or the Owner considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Owner may request that the GLA makes the determination as to whether to give the approval instead.
- 2.4 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under paragraph 2.3 to make a determination instead of the Council and shall notify the Owner and the Council of its election as soon as reasonably practicable.
- 2.5 If the GLA accepts a request under paragraph 2.3 to make a determination instead of the Council, the GLA shall issue a determination as to whether the details are approved not later than 20 Working Days after such acceptance SAVE THAT, where not later than 10 Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information
- 2.6 The requirements to comply with the Approved BTR Management Plan and related restrictions within paragraph 2.1 shall cease to apply in respect of the relevant Market Housing Units upon a Clawback Disposal PROVIDED THAT the Owner has paid the Clawback Amount pursuant to paragraph 3 below.

3. **CLAWBACK DISPOSALS**

- 3.1 Subject to paragraphs 3.7 and 3.9 below, the Owner shall not cause or permit a Clawback Disposal unless and until the Clawback Amount has been paid to the Council.
- 3.2 Not less than thirty (30) Working Days before the anticipated date of a Clawback Disposal, the Owner will give notice in writing to the Council of such Clawback Disposal including the following information:
- 3.2.1 the anticipated date of that Clawback Disposal;
 - 3.2.2 the Market Housing Unit(s) which are intended to be Disposed, their size in square metres and the number of Habitable Rooms;
 - 3.2.3 the amount of consideration to be paid under that Clawback Disposal for each Market Housing Unit intended to be Disposed;
 - 3.2.4 the Owner's calculation of the Clawback Amount; and

- 3.2.5 the identity and address of the person(s) to whom the Market Housing Unit(s) are intended to be Disposed (subject to compliance with all data protection laws).
- 3.3 The Council shall then assess the above information submitted under paragraph 3.2 above to determine the Clawback Amount and may appoint an external consultant to undertake the assessment.
- 3.4 If the Council and/or its external consultant requests from the Owner further information or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to the Council and/or the external consultant within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and/or its external consultant has all the information it reasonably requires to determine the Clawback Amount.
- 3.5 The Council shall notify the Owner in writing of:
- 3.5.1 whether the Owner's calculation of the Clawback Amount submitted pursuant to paragraph 3.2 above is agreed; or
- 3.5.2 the Council's calculation of the Clawback Amount (if different to the Owner's calculation),
- and shall use reasonable endeavours to do so within twenty (20) Working Days of receipt of the information submitted pursuant to paragraph 3.2 above or (if later) twenty (20) Working Days of receipt of any requested further information pursuant to paragraph 3.4 above (and in any event as soon as reasonably practicable).
- 3.6 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 3.2 of this schedule and in determining the Clawback Amount including those of any external consultant appointed under paragraph 3.3 of this Schedule within 20 Working Days of receipt of a written request for payment.
- 3.7 Following the Council's written notice of the Clawback Amount pursuant to paragraph 3.5 above, the Owner may cause or permit a Clawback Disposal once it has paid to the Council the Clawback Amount confirmed in the Council's notice.
- 3.8 If the Owner disagrees with the Clawback Amount confirmed in the Council's notice given pursuant to paragraph 3.6 above then the Owner may refer the matter to dispute resolution in accordance with the provisions of Clause 14 of this Agreement.
- 3.9 In the event that:
- 3.9.1 the Owner refers the matter of calculating the Clawback Amount to dispute resolution pursuant to clause 3.8 above; or
- 3.9.2 the Council has not notified the Owner in writing of the Clawback Amount within thirty (30) Working Days of receipt of the information submitted in accordance with paragraph 3.2, or where further information or evidence is required to be submitted in accordance with paragraph 3.4 within thirty (30) Working Days of receipt of the further information or evidence submitted in accordance with paragraph 3.4;
- then the Owner may cause or permit a Clawback Disposal once it has paid to the Council an amount that the Owner reasonably estimates to be the Clawback Amount (the "**Estimated Clawback Amount**"), PROVIDED THAT no later than ten (10) Working Days after the Council notifies the Owner in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with Clause 14, no later than ten (10) Working Days after the final determination of the Clawback Amount by the Expert):
- 3.9.3 the Owner shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is less than or equal to zero) together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference; and

- 3.9.4 if the Owner has overpaid then the Council will return the overpayment to the Owner.
- 3.10 The Council shall use the Clawback Amount to provide Affordable Housing in the Borough.
- 3.11 The Owner will notify the Council in writing as soon as reasonably practicable following the completion of a Clawback Disposal.
- 3.12 Upon a valid Clawback Disposal, the Market Housing Units to which that Clawback Disposal relates shall no longer be bound by the restrictions and obligations within this Schedule 2 which shall cease to apply in relating to those Market Housing Units.

SCHEDULE 3

AFFORDABLE HOUSING

1. DEFINITIONS

"Additional Affordable Housing Scheme"

means a scheme or schemes to be prepared by the Owner and submitted to the Council in accordance with Schedule 3 detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Market Housing Units are to be converted into Additional Affordable Housing Units;
- (b) confirms which Discounted Market Rent Housing Units (if any) are to be let at lower rents including at London Living Rent Levels to achieve a greater level of affordability (and the level of the rents);
- (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
- (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 7.6 or 7.7 of Schedule 3 applies

"Additional Affordable Housing Units"

means the Market Housing Units to be converted to Affordable Housing pursuant to an Additional Affordable Housing Scheme approved under paragraph 7.4 or 7.5 of Schedule 3 and which are to be pepper potted throughout the Development

"Affordable Housing"

means housing including Discounted Market Rent Housing and London Living Rent Level Housing Units provided to Eligible Renters whose needs are not met by the market and which housing should (a) meet the needs of Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable rent for future Eligible Renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

"Affordable Housing Units"

means the 65 Residential Units to be provided as Affordable Housing comprising 210 Habitable Rooms comprising not less than 35 per cent (by Habitable Room) of the Residential Units and which are to be pepper potted throughout the Development

"Average Discounted Market Rent Housing Value"

means the average value per square metre of the total floorspace of the Discounted Market Rent Housing Units at the required level of discount determined by the Council on the Land at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner

"Average Market Housing Value"

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

"Build Costs"

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

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

but for the avoidance of doubt build costs exclude:

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

"Development Viability Information"

means the information required by Formula 1a and Formula 6 being:

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Market Housing Value; and
- (d) Average Discounted Market Rent Housing Value

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

Discounted Market Rent Housing

means housing offered to Eligible Renters on the basis that annual housing costs, including rent and Service Charges:

- a) Must not exceed 80% (eighty per cent) of market rent; and
- b) Must not exceed 28% (twenty-eight per cent) of the cap stated in the latest London Plan Annual Monitoring Report (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income)

within the term of each tenancy rent may only be increased (in percentage terms) up to the percentage increase in the CPI for the relevant period (using the CPI figures last published on the dates in question) and PROVIDED THAT the increased rent must continue to comply with limb a) and b) above

"Discounted Market Rent Housing Units"

means the 49 Affordable Housing Units comprising 146 Habitable Rooms to be made available for Discounted Market Rent Housing in accordance with Schedule 3 of this Agreement together with any Additional Affordable Housing Units which are to be delivered as Discounted Market Rent Housing

Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Procedure

that in respect of the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units priority will be given where there are multiple applicants to Eligible Renters who live or work in the Borough

Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme

a scheme to be submitted to the Council that is consistent with the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Procedure and explains:

- (a) How the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units are to be advertised including the proposed marketing channels; and
- (b) When the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units are to be advertised including ensuring that the priority in the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Procedure is adhered to

"Eligible Renter"

means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Discounted Market Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £67,000

"Estimated Build Costs"

means the sum of:

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

"Estimated GDV"

means the price at which a sale of the Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 6 of Schedule 3 based on detailed comparable market evidence, including evidence of rental values for the Market Housing Units which have been let, a valuation of the remaining Market Housing Units and evidence of the rental yield of the Market Housing Units, to be assessed by the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest;

- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion; and
 - (e) that the restrictions in Schedule 3 would continue to apply
- "External Consultant"** means the external consultant(s) appointed by the Council to assess the information submitted pursuant to paragraph 6 of Schedule 3
- "First Occupation"** means first Occupation of the Development or any part thereof and **"First Occupy"** shall be construed accordingly
- "Formula 1a"** means the formula identified as "Formula 1a" within the annex to Schedule 3
- "Formula 6"** means the formula identified as "Formula 6" within the annex to Schedule 3
- "GLA"** means the Greater London Authority or any successor in statutory function
- "Household"** means, in relation to a person "A", A and all other persons who would, after renting a Discounted Market Rent Housing Unit, share that Discounted Market Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;
- "London Living Rent Levels"** means rents which:
- (a) do not exceed the latest maximum London Living Rents for the relevant ward published by the GLA annually;
 - (b) together with other annual housing costs including Service Charges, do not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the latest London Plan Annual Monitoring Report; and
 - (c) only increase (in percentage terms) within the term of the tenancy in question not more than the percentage increase in the CPIH for the relevant period PROVIDED THAT after any increase the rent for the tenancy in question must still comply with paragraph (b) above and PROVIDED FURTHER that the initial rents for subsequent lettings will reset in accordance with paragraphs (a) and (b) above
- "London Living Rent Level Housing Units"** means the 16 Affordable Housing Units comprising 64 Habitable Rooms to be made available at London Living Rent Levels in accordance with Schedule 3 of this Agreement together with any Additional Affordable Housing Units let as London Living Rent Levels under an Additional Affordable Housing Scheme
- "Market Housing Units"** means (subject to paragraph 8.3 of Schedule 3) the 167 Residential Units comprising 388 Habitable Rooms which are to be let on the open market and which are not Affordable Housing Units
- "Occupation"** means the occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the

purposes of construction, fitting out, decoration, marketing or display or occupation in relation to security operations and "**Occupy**", "**Occupying**", "**Occupier**" and "**Occupied**" shall be construed accordingly

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

"Residential Units" means the 228 residential units to be provided as part of the Development comprising 598 Habitable Rooms which shall include the Market Housing Units and the Affordable Housing Units

"Review Date" means the date of the submission of the Development Viability Information pursuant to paragraph 6 of Schedule 3

"Sale" means:

- (a) the sale of the freehold of a Component; or
- (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent

and "**Sold**" shall be construed accordingly

"Service Charges" means all amounts payable by a tenant of the relevant Discounted Market Rent Housing Unit or London Living Rent Level Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Discounted Market Rent Housing Unit or London Living Rent Level Housing Unit

"Substantial Implementation" means the occurrence of the following in respect of the Development:

- (a) completion of all ground preparation works for the Development and all site-wide enabling works;
- (b) completion of the foundations for the core of the Development;
- (c) construction of the ground floor slab to the first floor of the Development;

"Substantial Implementation Target Date" means the date 30 months from but excluding the date of grant of the Planning Permission

"Working Day" means any day except Saturday, Sunday and any bank or public holiday

Part 1 – Affordable Housing

2. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

2.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Schedule 3.

2.2 The Owner shall provide not less than 30 per cent of the Affordable Housing Units (which comprise not less than 35 per cent (by Habitable Room) of the Residential Units) as London Living Rent Level

Housing Units (by Habitable Room) and the remaining Affordable Housing Units (70 per cent) as Discounted Market Rent Housing Units (by Habitable Room).

- 2.3 The Affordable Housing Units and Additional Affordable Housing Units shall together not exceed 50 per cent (by Habitable Room) of the Residential Units.

3. AFFORDABLE HOUSING PROVISION

- 3.1 The Owner shall not Occupy nor cause or permit Occupation of more than 50% (fifty per cent) of the Market Housing Units in the Development until 50% (Fifty per cent) of the Affordable Housing Units have been completed and are ready and available for Occupation as Affordable Housing.

- 3.2 The Owner shall not Occupy nor cause or permit Occupation of more than 75% (seventy-five per cent) of the Market Housing Units until 100% (one hundred per cent) of the Affordable Housing Units in the Development have been completed and are ready and available for Occupation as Affordable Housing.

4. ELIGIBILITY CRITERIA AND OCCUPATION RESTRICTIONS

- 4.1 Not less than 3 months' prior to the letting or First Occupation of any Discounted Market Rent Housing Unit or London Living Rent Level Housing Unit the Owner shall:

4.1.1 submit the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme to the Council; and

4.1.2 notify the Council of the date on which the marketing of the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units will commence.

- 4.2 The Owner shall not commence the marketing of any Discounted Market Rent Housing Units or London Living Rent Level Housing Units unless the Owner has complied with paragraph 4.1 and the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme has been approved by the Council.

- 4.3 The Council shall review and respond to the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme submitted by the Owner in a reasonable timeframe and shall use its reasonable endeavours to approve the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme as expeditiously as possible and in any event no later than three months of the date of its receipt from the Owner for approval.

- 4.4 The Owner covenants to use reasonable endeavours during the relevant marketing period referenced in the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme to let the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units in accordance with the Discounted Market Rent Housing Units and the London Living Rent Level Housing Units Marketing Scheme approved pursuant to paragraph 4.2 above.

- 4.5 The Discounted Market Rent Housing Units shall not be Occupied for any purpose other than for Discounted Market Rented Housing for the lifetime of the Development and all occupational leases and tenancies of such units shall include a provision preventing subletting and underletting.

- 4.6 The London Living Rent Level Housing Units shall not be Occupied for any purpose other than for London Living Rent Level Housing Unit for the lifetime of the Development and all occupational leases and tenancies of such units shall include a provision preventing subletting and underletting.

Part 2 – Submission of Viability Review and Use of Surplus Profit

5. VIABILITY REVIEW TRIGGER

5.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

5.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

5.3 Following the Owner's notification pursuant to paragraph 5.1 of this Schedule 3, the Owner shall afford the Council access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

5.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;

5.3.2 comply with relevant health and safety legislation; and

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

5.4 No later than 20 Working Days after the Council receives

5.4.1 notice pursuant to paragraph 5.1 of this Schedule 3; or

5.4.2 if the Council makes a request under paragraph 5.2 of this Schedule 3, the additional documentary evidence,

the Council shall inspect the Land and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

5.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 5 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 5.4 of this Schedule 3 that Substantial Implementation has been achieved.

5.6 The Owner shall not Occupy the Development or any part thereof until:

5.6.1 the Council has notified the Owner pursuant to paragraph 5.4 of this Schedule 3 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

5.6.2 the Council has notified the Owner pursuant to paragraph 7.4 of this Schedule 3 that no Additional Affordable Housing Units are required; or

5.6.3 if the Council notifies the Owner pursuant to paragraph 7.4 of this Schedule 3 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 7.4 or 7.5 of this Schedule 3.

6. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 5.4 of this Schedule 3:

6.1 the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 5.4 or 5.6 of this Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:

6.1.1 the Development Viability Information;

6.1.2 a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 6 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

6.1.3 where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

6.2 paragraphs 7 and 8 of this Schedule 3 shall apply.

7. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

7.1 The Council shall assess the information submitted pursuant to paragraph 6 of this Schedule 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 6 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 6 subject to such evidence also being provided to the Owner.

7.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 6 of this Schedule 3.

7.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 6.

7.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 6 of this Schedule 3, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

7.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 7.4 of this Schedule 3.

7.6 If the Council's assessment pursuant to paragraph 7.4 of this Schedule 3 concludes that

7.6.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 6; or

7.6.2 a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 6;

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

7.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 6 of this Schedule 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

8. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

8.1 Where it is determined pursuant to paragraph 7.4 of this Schedule 3 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 75% of the Market Housing Units unless and until it has:

8.1.1 practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and

8.1.2 paid any remaining surplus profit pursuant to paragraph 7.6 of this Schedule 3 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

8.2 The Parties agree that the terms of paragraph 4 of this Schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

8.3 Any Additional Affordable Housing Units provided pursuant to this paragraph 8 shall cease to be Market Housing Units.

Part 3 – Miscellaneous

9. PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 6.

10. MONITORING

10.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the following information:

10.1.1 the number and tenure of the Affordable Housing Units by units and Habitable Room, including the number of Discounted Market Rent Housing Units provided at London Living Rent Levels; and

10.1.2 for each size (by number of bedrooms) of the Discounted Market Rent Housing Units, the average discount to market rent and the annual gross income upper limit (as set out in the definition of "Discounted Market Rent Housing" in this Agreement).

10.2 The parties acknowledge and agree that as soon as reasonably practicable after the approval of an Additional Affordable Housing Scheme pursuant to paragraph 7.4 or 7.5 of this Schedule 3 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 7.4 of this Schedule 3, the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

10.2.1 the number and tenure of the Additional Affordable Housing Units (if any) including the number of Additional Affordable Housing Units at London Living Rent Levels, by unit and Habitable Room;

10.2.2 for each size (by number of bedrooms) of the Discounted Market Rent Housing Units, the average discount to market rent and the annual gross income upper limit (as set out in the definition of "Discounted Market Rent Housing" in this Agreement);

- 10.2.3 any changes in the affordability of the Affordable Housing Units including the provision of the Discounted Market Rent Housing Units at London Living Rent Levels by unit and Habitable Room; and
- 10.2.4 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 7.6 of this Schedule 3.

ANNEX TO SCHEDULE 3

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

$$\text{"Surplus profit"} = ((A - B) - (D - E)) - P$$

Where:

A = Estimated GDV (£)

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

C = Percentage change in the Land Registry House Price Index for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

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

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

P = $(A - B) * Y$

Y = 12.5%, being developer profit as a percentage of GDV for the private residential component as determined as part of the review (%)

Notes:

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

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

FORMULA 6 (Additional on-site affordable housing)

X = Additional Discounted Market Rent Housing (Habitable Rooms)

$$X = A \div (B - C) \div D$$

Where:

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

B = Average Market Housing Value (£ per m²)

C = Average Discounted Market Rent Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 18.32m²

Notes:

(B - C) represents the difference in average value of market housing per m² and average value of Discounted Market Rent Housing and London Living Rent Housing per m² (£).

A ÷ (B - C) represents the additional affordable housing requirement by floorspace (m²).

SCHEDULE 4

HIGHWAYS AND TRANSPORT

1. DEFINITIONS

"Highway Deed"	means an agreement entered into with the Highway Authority pursuant to inter alia sections 38 and/or 278 of the Highways Act 1980
"Highway Authority"	means the Council acting in its capacity as the Highway Authority
"Highway Reinstatement Works"	means the repair and reinstatement of the highways within the Highway Reinstatement Works Area so as to repair and/or reinstate them to at least the same condition and standards as shown in the Schedule of Highway Condition approved by the Council pursuant to paragraph of this Schedule
"Highway Reinstatement Works Area"	means the area indicatively shown edged red on Plan 3 or as otherwise agreed between the Owner and the Council
"Highway Works"	means the highway works adjacent to the Site as identified and approved pursuant to planning condition 10 of the Planning Permission and for the avoidance of doubt the highway works so approved shall include as necessary the cost of making any traffic management order that is required because of the approved highway works
"Licence"	means a licence from the relevant landowner enabling the Owners to carry out such of the Highway Works as fall outside of the boundary of the public highway including for the avoidance of doubt all and any necessary land interests and property rights as are required to carry out such Highway Works
"Practical Completion"	means the issue of a certificate of practical completion by the Council's engineer or other certifying officer as the case may be in respect of the Highways Deed and " Practically Complete " and " Practically Completed " shall be construed accordingly
"Requisite Consent"	means any consent required by statute or otherwise to be able to undertake the Highway Works on the public highway
"Schedule of Highway Condition"	means a schedule of condition relating to the highways within the Highway Reinstatement Works Area which shall include but not be limited to: (a) the line and level of footways and carriageways; and (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages)

2. **HIGHWAY WORKS**

- 2.1 The Owner shall prior to Implementation of the Development submit an initial Schedule of Highway Condition.
- 2.2 Within three (3) months of the Implementation of Development the Owner shall give the Council the following information for written approval:
- 2.2.1 a proposal specification for the Highway Works (other than in respect of the Highway Reinstatement Works to the Highway Reinstatement Works Area); and
- 2.2.2 a proposed programme for the Highway Works referred to in paragraph 2.2.1 which shall secure completion of the Highway Works prior to Occupation of the Development.
- 2.3 Within twenty (20) Working Days of Practical Completion of the Development (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Works Area) the Owner shall give written notification of such fact to the Council together with the following information for written approval:
- 2.3.1 a further Schedule of Highway Condition;
- 2.3.2 a proposed specification for the Highway Reinstatement Works; and
- 2.3.3 a proposed programme for the Highway Reinstatement Works referred to in paragraph 2.3.2.
- 2.4 Following written approval of the information submitted for approval in accordance with paragraphs 2.2 and 2.3 by the Council the Owner shall:
- 2.4.1 enter into a Highway Deed with the Highway Authority which secures the delivery of the approved Highway Works;
- 2.4.2 obtain any other Requisite Consents for the delivery of the Highway Works and obtain Licences for the delivery of the Highway Works; and
- 2.4.3 thereafter carry out the Highway Works in accordance with the Highway Deed, Requisite Consents and approved specifications and programme.
- 2.5 The Owner shall not Occupy or permit the Occupation of the Development until:
- 2.5.1 the information submitted for approval in accordance with paragraphs 2.2 and 2.3 has been approved in writing by the Council;
- 2.5.2 the Owner has entered into a Highway Deed which secures the delivery of the Highway Works;
- 2.5.3 the Owner has obtained any other Requisite Consents for the delivery of such approved Highway Works in accordance with paragraph 2.4;
- 2.5.4 the Owner has obtained Licences for the delivery of such approved Highway Works in accordance with paragraph 2.4; and
- 2.5.5 the Owner has Practically Completed the approved Highway Works in accordance with the Highway Deed, approved specifications and Requisite Consents.
- 2.6 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph 2.

SCHEDULE 5

CAR PARKING

1. DEFINITIONS

- "CPZ"** means a Council administered controlled parking zone imposing restrictions on vehicles parking within the public highway introduced pursuant to an order made under the Road Traffic Regulation Act 1984 or such other statutory power as may be used to introduce such parking restriction
- "Blue Badge Holders"** means the holder of a disabled person's badge pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation as may be in force from time to time
- "Parking Permit"** means a permit issued or to be issued in the future by the Council to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ

2. CONTROLLED PARKING ZONES

2.1 The Owner hereby:

- 2.1.1 waives all rights and entitlement (if any) on the part of the Owner to a Parking Permit in the CPZ; and
- 2.1.2 covenants with the GLA and the Council not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit (other than a Blue Badge Holder) to apply for a Parking Permit for any CPZ in the Council's area and if such a Parking Permit is issued the Owner covenants that on becoming aware of such issue to notify the Council in writing immediately thereafter.

2.2 The Owner hereby covenants with the GLA and the Council:

- 2.2.1 that all material utilised for advertising or marketing each and every Residential Unit for letting or sale within the Development will make it clear to prospective purchasers, tenants and Occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by the Council for any Residential Unit;
- 2.2.2 prior to First Occupation of any Residential Unit within the Development to submit to the Council for approval details of the number, location, content and size of permanent notices erected within the Development making clear to prospective purchasers tenants and Occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by the Council for any of the Residential Units;
- 2.2.3 not to Occupy any Residential Units unless and until the details submitted pursuant to paragraph 2.2.2 have been approved in writing by the Council and the notices have been erected in accordance with those approved details; and
- 2.2.4 to maintain the notices erected within the Development pursuant to paragraph 2.2.3 for the lifetime of the Development replacing such notices like for like as necessary to ensure they remain legible.

2.3 The Owner shall not Occupy nor allow or suffer any part of the Development to be Occupied unless and until the Owner has informed the intended Occupiers of the Development by notice in writing:

- 2.3.1 that the Development is a car-free Development; and

- 2.3.2 that (save for any Blue Badge Holders) intended Occupiers of the Development (or any person having any connection whatsoever or relationship with any such Occupier whether contractual personal or otherwise and who is resident at the Development) shall not be entitled to any form of permit from the Council which would allow them to park any motor vehicle within the CPZ.
- 2.4 the Owner hereby covenants with the Council that in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Residential Units the following covenants will be imposed (or a covenant of substantially the same nature) in respect of any transfer tenancy agreement licence or other instrument entitling Occupation of a Residential Unit:
- "the (transferee/lessee) for himself and his successors in title being the owner or owners for the time being (of terms of years hereby granted) hereby covenant with the (transferor/lessor) and separately with the Council that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for any resident's parking permit (save for a disabled person's "blue badge" issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was in force on or before (XXX insert date of S106 Agreement XXX) (being the date of an agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 between (1) the Greater London Authority, (2) the Mayor and Burgesses of the London Borough of Bexley (the "Council") and (3) Abbey Wood Sedgemere Limited in respect of a planning permission granted by the Council under reference 24/02488/FULM and if such permit is issued then it shall be surrendered within seven days of written request to do so from the Council. It is hereby agreed that this covenant is a local land charge that is enforceable against successors in title and is made pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 and that this covenant shall also be enforceable by the Council under Section 1 of the Contracts (Rights of Third Parties) Act 1999."*
- 2.5 Upon receiving written request from the Council the Owner shall provide the Council with such evidence as the Council may reasonably require to demonstrate that the Owner is complying with the requirements of this paragraph 2.

SCHEDULE 6

TRAVEL PLANS

1. DEFINITIONS

"Sustainable Transport Measures"	means additional measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure to encourage greater travel by public transport walking and cycling)
"Travel Plan"	means the travel plan to be prepared for the Development to be submitted to the Council for approval pursuant to paragraph 2.1 of this Schedule which shall: (a) set out measures to promote sustainable modes of transport and discourage use of single car occupancy by Occupiers and visitors to the Development; and (b) include the information and measures set out at paragraph 3.1 of this Schedule
"Travel Plan Implementation Measures"	means a costed schedule of Sustainable Transport Measures to be implemented in the event that a Travel Plan Monitoring Report identifies that Travel Plan Targets have not been achieved or are unlikely to be achieved, such schedule to be appended to the Travel Plan
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: (a) carrying out representative surveys of the modal split of visitors to the Development together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development; (d) undertaking such manual classified trip counts as shall be necessary to establish whether the Travel Plan Targets are being satisfied
"Travel Plan Monitoring Period"	means from First Occupation until five (5) years after Occupation of 95% of the Residential Units
"Travel Plan Monitoring Officer"	means a suitably qualified and experienced person appointed by the Owner to promote the measures set out in the Travel Plan and monitor the success of the Travel Plan (including whether or not the Travel Plan Targets are being met) with authority to

organise surveys, trip counts and implement changes to the Travel Plan

"Travel Plan Monitoring Report"

means a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of (i) First Occupation (in the case of the first such report) or (ii) the previous Travel Plan Monitoring Report (in the case of subsequent reports) and such report shall include:

- (a) details of trip generation rates;
- (b) details of mode share and change in mode share over time;
- (c) details of how effectively the Travel Plan has operated within the previous period;
- (d) any data and information necessary for the purposes of determining whether or not the Travel Plan Targets have been achieved;
- (e) where the objectives and/or targets specified in the Travel Plan have not been met or are unlikely to be met, a proposed revision to the Travel Plan for approval by the Council setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures; and
- (f) where Travel Plan Targets have not been achieved or are unlikely to be achieved, Sustainable Transport Measures to be implemented with the aim of seeking to achieve the Travel Plan Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures

"Travel Plan Targets"

means measurable trip rates targets to be identified in the Travel Plan

2. SUBMISSION OF TRAVEL PLANS

2.1 No later than six (6) months prior to First Occupation of the Development the Owner shall:

2.1.1 submit a Travel Plan to the Council for approval; and

2.1.2 notify the Council of the name and contact details of the proposed Travel Plan Monitoring Officer.

2.2 The Owner shall not Occupy the Residential Units unless and until the Owner has:

2.2.1 submitted and obtained the Council's approval to the Travel Plan; and

2.2.2 appointed a Travel Plan Monitoring Officer and notified the Council of the name and contact details of such officer.

2.3 The Council shall review and respond to the Travel Plan submitted by the Owner in a reasonable timeframe and shall use its reasonable endeavours to approve the Travel Plan as expeditiously as possible and in any event no later than three months of the date of its receipt from the Owner for approval unless otherwise agreed in writing between the Owner (at its absolute discretion) and the Council.

- 2.4 Where the Council fails to comply with the timescales in paragraph 2.3 above or does not give reasons for refusing to approve any details or the Owner considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Owner may request that the GLA makes the determination as to whether to give the approval instead.
- 2.5 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under paragraph 2.4 to make a determination instead of the Council and shall notify the Owner and the Council of its election as soon as reasonably practicable.
- 2.6 If the GLA accepts a request under paragraph 2.4 to make a determination instead of the Council, the GLA shall issue a determination as to whether the details are approved not later than 20 Working Days after such acceptance SAVE THAT, where not later than 10 Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information.
- 2.7 The Owner shall implement, comply with and procure compliance with the approved Travel Plan for the duration of the beneficial use of the Development subject to any variations that may be agreed from time to time in writing between the Owner and the Council.

3. CONTENTS OF TRAVEL PLAN

- 3.1 The Owner covenants with and undertakes to the GLA and the Council that the Travel Plan shall:
- 3.1.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 3.1.2 provide objectives and targets over the life of the Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport including clear commitments to measures aimed at:
- (a) providing and promoting public transport information (for example, maps, routes and timetables);
 - (b) positively influencing the travel behaviour of residents, employees and other visitors to the Residential Units and of the Commercial Unit by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking on-site; and
 - (c) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise.
 - (d) include Travel Plan Targets;
 - (e) append the Travel Plan Implementation Measures;
 - (f) set out how monitoring travel surveys and trip counts will be undertaken;
 - (g) include a commitment to use reasonable endeavours to provide subsidies for cycling;
 - (h) contain proposals for monitoring compliance with the Travel Plan and achievement of the objectives and targets; and
 - (i) set out a clear process for review, consultation and approval of changes (and specifically targets) with the Council.

4. REVIEW OF TRAVEL PLAN

- 4.1 In order to monitor the effectiveness of the Travel Plan the Owner shall during the Travel Plan Monitoring Period:
- 4.1.1 retain a Travel Plan Monitoring Officer and notify the Council of the name and contact details of such officer in the event such person changes from time to time; and
 - 4.1.2 carry out the Travel Plan Monitoring.
- 4.2 The Owner shall review the Travel Plan annually and shall submit a Travel Plan Monitoring Report outlining the results of such review to the Council on the first anniversary of First Occupation and on each subsequent anniversary thereof until the end of the Travel Plan Monitoring Period.
- 4.3 In the event that a Travel Plan Monitoring Report is not submitted in accordance with paragraph 4.2 of this Schedule on an anniversary date (or a Travel Plan Monitoring Report is submitted but does not contain trip count data sufficient to establish whether the Travel Plan Targets are being achieved), the Council shall be entitled to undertake (or procure the undertaking of) manual classified counts to establish whether the Travel Plan Targets are being achieved and it is hereby agreed that in such circumstances:
- 4.3.1 the Council shall be entitled to recover from the Owner its reasonable internal and/or external costs associated with undertaking such manual classified counts and establishing whether the Travel Plan Targets are being achieved within twenty (20) Working Days of submission of an invoice for the same; and
 - 4.3.2 the Council's conclusion on whether the Travel Plan Targets are being achieved shall be final and binding.
- 4.4 Following submission of each Travel Plan Monitoring Report to the Council, the Owner shall have regard to any reasonable recommendations made by the Council in relation to such Travel Plan Monitoring Report and shall incorporate, where reasonable, such recommendations into a revised Travel Plan. The Owner may not vary the Travel Plan without the prior approval of the Council.
- 4.5 In the event that a Travel Plan Monitoring Report submitted pursuant to paragraph 4.2 of this Schedule or any manual classified counts undertaken by or on behalf of the Council pursuant to paragraph 4.3 of this Schedule demonstrate that any of the Travel Plan Targets are not being achieved the Owner shall implement the Sustainable Transport Measures that are set out in such Travel Plan Monitoring Report in accordance with the timetable set out therein as approved by the Council.

SCHEDULE 7

ENERGY AND SUSTAINABILITY

1. DEFINITIONS

- "Connection Notice"** means a written notice served on the Owner by the Council notifying the Owner that a District Heating Network has or is proposed to be constructed in the vicinity of the Development and confirming the location or locations of the heat/energy source for the District Heating Network and the ESCO
- "Defects Liability Period"** means such period of time following Practical Completion of a building in which a contractor may remedy defects as may be included in the building contract for the relevant building
- "District Heating Network"** means an existing or future decentralised energy network providing low carbon energy heating electricity and hot water in the locality of the Development
- "ESCO"** means an energy service company being a supplier of heating and other ancillary services from the District Heat Network
- "Feasibility Study"** means a study to assess the feasibility and financial viability of the Development connecting to the District Heat Network referred to in a Connection Notice which shall include details and an assessment of the following:
- (a) the capability of the District Heat Network to supply sufficient heating and power to the Development;
 - (b) the proposed costs, terms and conditions of the connection and supply agreement being offered by the ESCO and whether they are fair and reasonable by reference to the site plant costs and those that can be obtained on the market;
 - (c) the costs associated with installing all relevant pipework, plant and other apparatus to the boundary of the Site and that such costs will not be recoverable in whole or in part from occupiers of the Development through the connection agreement, any supply agreement or by any other means;
 - (d) the costs of heating and power to be charged to occupiers of the Residential Units and the Commercial Unit and whether they are fair and reasonable by reference to the rates that are charged in the market; and
 - (e) any requirement for consultation with occupiers of the Residential Units 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; and
 - (f) where applicable the timescales for connection into the offsite District Heating Network

"Future Proofing Measures"	means future proofing measures within the Development including but not limited to: <ul style="list-style-type: none">(a) installation of sufficiently sized external buried pipework in identified distribution routes and a single connection point to enable connection to a District Heating Network;(b) the installation of pipework in the fabric of buildings necessary to connect to a District Heating Network;(c) suitable plant space provision for a future plate heat exchanger;(d) heating system tap-offs provision of "tees" and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to the District Heating Network is not immediately technically feasible or economically viable when first provided prior to First Occupation of the Development; and(e) provision of secondary side pipework designed and installed to avoid as far as possible those heat losses that give rise to building overheating
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
"Reportable Unit (Energy Centre)"	means either a connection to a third-party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Land) or a self-contained energy system serving multiple residential properties (within a block or building)
"Reportable Unit (Residential)"	means an individual block or building of five or more flats or a group of five or more houses
"Reportable Unit (Non-Residential)"	means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants

2. BE SEEN ENERGY MONITORING

2.1 The Owner hereby covenants:

- 2.1.1 not to Occupy the Development until 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/section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it) have been submitted to the GLA. All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform. The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it);
- 2.1.2 upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four (4) years after that date to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should

be submitted to the GLA using the 'Be Seen' in-use stage reporting webform. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years;

- 2.1.3 in the event that the 'In-use stage' evidence submitted under paragraph 2.1.2 shows that the 'As-built stage' performance estimates derived from paragraph 2.1.1 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 paragraph 2.2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

3. DISTRICT HEAT NETWORK CONNECTION

3.1 The Owner covenants with the Council and the GLA:

- 3.1.1 that the Development will be designed and constructed so that it connects to or is capable of connecting in the future to a District Heating Network;
- 3.1.2 to use reasonable endeavours to connect the Development to the District Heat Network and to enter into a Service Level Agreement with the ESCO prior to Implementation of the Development;
- 3.1.3 if connection to the District Heat Network is not achieved pursuant to paragraph 3.1.2 above, prior to Implementation of the Development, to submit to the Council a Feasibility Study for approval to determine if it is feasible and financially viable for the Development to connect into the District Heat Network;
- 3.1.4 if the parties (acting reasonably) agree that the Feasibility Study pursuant to paragraph 3.1.3 above, demonstrates that it is not feasible or financially viable for the Development to connect into the District Heat Network, the Owner covenants with the Council and the GLA:
- (a) to submit and obtain the Council's written approval to Future Proofing Measures prior to Implementation;
 - (b) not to Implement the Development until the Council has given its written approval the Future Proofing Measures to be installed in the Development;
 - (c) not to Occupy the Development unless and until the Owner has submitted and obtained the Council's written approval to a report demonstrating that the Future Proofing Measures approved for the Development pursuant to paragraph 3.1.4 have been incorporated within the Development.
- 3.1.5 If within 30 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 then either party may refer the same for determination under clause 14 of this Agreement.
- 3.1.6 If the Parties (acting reasonably) agree that the Feasibility Study, pursuant to paragraph 3.1.3 or 3.1.5 above demonstrates that it is feasible and financially viable for the Development to connect into the District Heat Network or (failing agreement between the Council and the Owner) the Expert pursuant to clause 14 determines that the connection of the Development to the District Heat Network is feasible and financially viable, then the Owner shall use all reasonable endeavours to connect the Development to the District Heat Network and enter into a Service Level Agreement with the ESCO in accordance within the

timescales specified in the approved Feasibility Study (unless otherwise agreed) or 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.

- 3.1.7 The Council shall review and respond to the Future Proofing Measures submitted by the Owner in a reasonable timeframe and shall use its reasonable endeavours to approve the Future Proofing Measures as expeditiously as possible and in any event no later than three months of the date of its receipt from the Owner for approval unless otherwise agreed in writing between the Owner (at its absolute discretion) and the Council.
- 3.1.8 Where the Council fails to comply with the timescales in paragraph 3.1.7 above or does not give reasons for refusing to approve any details or the Owner considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Owner may request that the GLA makes the determination as to whether to give the approval instead.
- 3.1.9 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under paragraph 3.1.8 to make a determination instead of the Council and shall notify the Owner and the Council of its election as soon as reasonably practicable.
- 3.1.10 If the GLA accepts a request under paragraph 3.1.8 to make a determination instead of the Council, the GLA shall issue a determination as to whether the details are approved not later than 20 Working Days after such acceptance SAVE THAT, where not later than 10 Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information.

SCHEDULE 8

EMPLOYMENT, SKILLS AND JOB OPPORTUNITIES

1. DEFINITIONS

"Economic Development and Skills Team"	means the Council's Economic Development and Skills Team
"Employment and Skills Plan"	means a written strategy which: <ul style="list-style-type: none">(a) sets out the type of training with targets and employment opportunities which will be offered to Local Residents throughout construction of the Development; and(b) sets out agreed protocols and processes for joint working between the Owner and key partners such as the Economic Development and Skills Team local colleges and Jobcentre Plus
"Local Labour Target"	means thirty per cent (30%) of labour should be Local Residents
"Local Residents"	means people residing within the administrative area of the London Borough of Bexley
"LSIF"	means the London Skills Improvement Fund being a fund to enable further education providers to respond collectively to the priorities in the LSIP by providing investment in new facilities and equipment funding the development and delivery of new courses and curriculum and supporting excellence in college leadership, governance, and teaching to create a sustainable approach to addressing local skills needs, particularly at levels 3 to 5
"LSIP"	means the London Local Skills Improvement Plan May 2023 published by BusinessLDN and funded by the Department of Education or such successor plan as is in existence from time to time

2. CONSTRUCTION EMPLOYMENT AND INITIATIVES

- 2.1 The Owner hereby covenants to support priority sector construction and engineering in the LSIP and also green skills opportunities funded by the LSIF to upskill and prepare Local Residents for working in construction and forecast construction vacancies arising from the construction of the Development that can be matched to the appropriate training to be delivered by LCIF for Local Residents.
- 2.2 With the aim of achieving the Local Labour Target during construction of the Development the Owner covenants:
- 2.2.1 not less than three (3) months prior to Implementation of Development to meet with the Economic Development and Skills Team to submit and agree the Employment and Skills Plan for Local Residents to train in a number of construction disciplines;
 - 2.2.2 prior to the Implementation Date to obtain the Council's written approval of the Employment and Skills Plan and to implement the approved scheme during the construction of the Development;
 - 2.2.3 from the Implementation Date and throughout the construction of the Development to implement and deliver the Employment and Skills Plan in all of the 'agreed' target areas identified..

In the course of complying with its obligations pursuant to paragraphs 2.1 –2.2 above:

- 2.2.4 to maintain a register of employment apprenticeships and vacancies created in connection with the construction of the Development (the format of such register to first be approved in writing by the Economic Development and Skills Team) and to include details such as job description, person specification, length of contract and salary / benefits, which shall be regularly updated to show the progress made with filling the vacancies through the medium of the Economic and Skills Team's vacancy team called Bexley Business & Employment;
- 2.2.5 upon request, provide the Economic Development and Skills Team with written evidence of Local Residents moving into education and/or apprenticeships/employment during construction; and
- 2.2.6 to meet at least quarterly with the Economic Development and Skills Team to show the progress made with delivering in the Employment and Skills Plan and to monitor the agreed outcomes during the development phase and up to twelve (12) months after the date of the job entry to evidence impact and sustainability.

SCHEDULE 9

PUBLIC REALM PUBLIC ROUTE AND LANDSCAPING

1 DEFINITIONS

- "Ecological Impact Assessment"** means the ecological impact assessment submitted with the Planning Application produced by Plowman Craven dated 18 September 2024
- "Management and Maintenance Plan"** means a plan for the ongoing operation, management and maintenance of the Public Realm Works and the Public Route which shall set out:
- (a) full details of the permanent operation, management and maintenance specifications for the Public Realm Works and the Public Route including the mitigation measures set out in the Ecological Impact Assessment, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained;
 - (b) measures to replace any trees, shrubs, grass or other plants which may die or become diseased;
 - (c) details of the management of the Public Realm Works and the Public Route to ensure the Public Route and those areas of the Public Realm which are identified in the Management and Maintenance Plan as available for public access remain available for public access 24 hours a day 7 days a week for the lifetime of the Development (save in respect Permitted Closures);
 - (d) details of funding arrangements to ensure that the operation, maintenance and management of the Public Realm Works and the Public Route is funded for the lifetime of the Development and that funding shall be sufficient to properly manage and maintain the Public Realm Works and the Public Route and for the avoidance of doubt this shall include details of funding arrangements to cover the periodic costs of replacement and/or refurbishment of features and/or facilities;
 - (e) details of how the Public Route will be operated to discourage rough sleeping and anti-social behaviour; and
 - (f) details of any Management Entity
- "Management Entity"** either a company (including a management company) trust or other body established or appointed by the Owner (and approved in writing by the GLA and/or the Council) to operate, manage and maintain the Public Realm Works and the Public Route in perpetuity
- "Permitted Closure"** means temporary closure of the Public Route and those areas of the Public Realm which are identified in the Management and Maintenance Plan as available for public access (or part thereof) in the following circumstances:

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Public Route or those areas of the Public Realm which are identified in the Management and Maintenance Plan as available for public access;
- (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Land or any part thereof (including the erection of scaffolding);
- (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (e) any other closure not covered by the above in relation to which the Council's prior written approval has been obtained

PROVIDED THAT save in the case of an emergency the Owner will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence

Public Realm Works

means all ecological mitigation and enhancement, landscaping, pedestrian and vehicle access, parking and other external works within the area hatched green on Plan 3, the specification of which is approved by the Council pursuant to planning conditions 23, 24, 25 and 27 on the Planning Permission.

Public Route

means the pedestrian route from the pedestrian crossing on Harrow Manorway through the Development to Sedgemere Road the broad route of which is shown on Plan 3 by a blue line, the specification of which is approved by the Council pursuant to planning condition 23 of the Planning Permission.

2 MANAGEMENT AND MAINTENANCE OF THE PUBLIC REALM WORKS AND PUBLIC ROUTE

- 2.1 The Owner shall submit a Management and Maintenance Plan to the Council for approval prior to Occupation and shall not Occupy the Development until the Management and Maintenance Plan has been submitted to and approved by the Council.
- 2.2 The Owner covenants with the Council to operate, manage and maintain the Public Realm Works and the Public Route in accordance with the approved Maintenance and Management Plan for the lifetime of the Development or until such time as the freehold of the Public Realm Works and the Public Route is transferred (as necessary) to a Management Entity who shall thereafter become responsible and liable for the operation, management and maintenance of the Public Realm Works and the Public Route in accordance with the approved Maintenance and Management Plan for the lifetime of the Development in accordance with this paragraph as successor in title.

- 2.3 The Council shall review and respond to the Management and Maintenance Plan submitted by the Owner in a reasonable timeframe and shall use its reasonable endeavours to approve the Management and Maintenance Plan as expeditiously as possible and in any event no later than three months of the date of its receipt from the Owner for approval unless otherwise agreed in writing between the Owner (at its absolute discretion) and the Council.
- 2.4 Where the Council fails to comply with the timescales in paragraph 2.3 above or does not give reasons for refusing to approve any details or the Owner considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Owner may request that the GLA makes the determination as to whether to give the approval instead.
- 2.5 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under paragraph 2.4 to make a determination instead of the Council and shall notify the Owner and the Council of its election as soon as reasonably practicable.
- 2.6 If the GLA accepts a request under paragraph 2.4 to make a determination instead of the Council, the GLA shall issue a determination as to whether the details are approved not later than 20 Working Days after such acceptance SAVE THAT, where not later than 10 Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information.

IN WITNESS of which this Agreement has been executed on the first date before written

THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF BEXLEY was affixed
to this Agreement in the presence of:



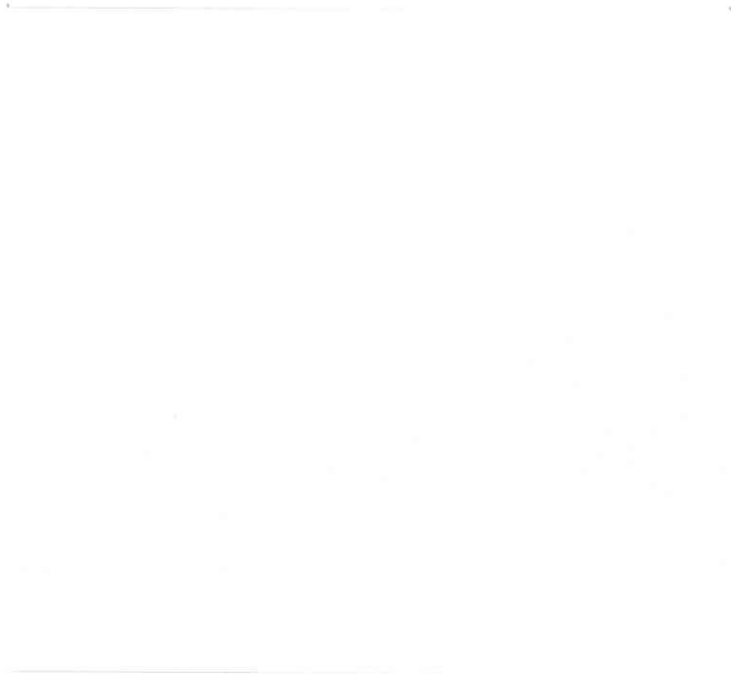
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Director/Deputy Director *Tanusha Waters - Housing & Strategic Planning*

Director/Deputy Director *KEVIN TAYLOR, EDUCATION, ACHIEVEMENT & INCLUSION*

APPENDIX 1

PLANS



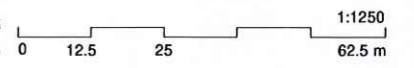
PLAN 1

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Rev: Notes: Date: Draw: Iss:

Purpose of Issue:
PLANNING

GRID

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Client:
Abbey Wood Sedgemere Limited

Project Name
**Sedgemere Road, Abbey Wood
4-8 Sedgemere Road, London, SE2 9SW**

Drawing Title:
Site Location Plan Existing

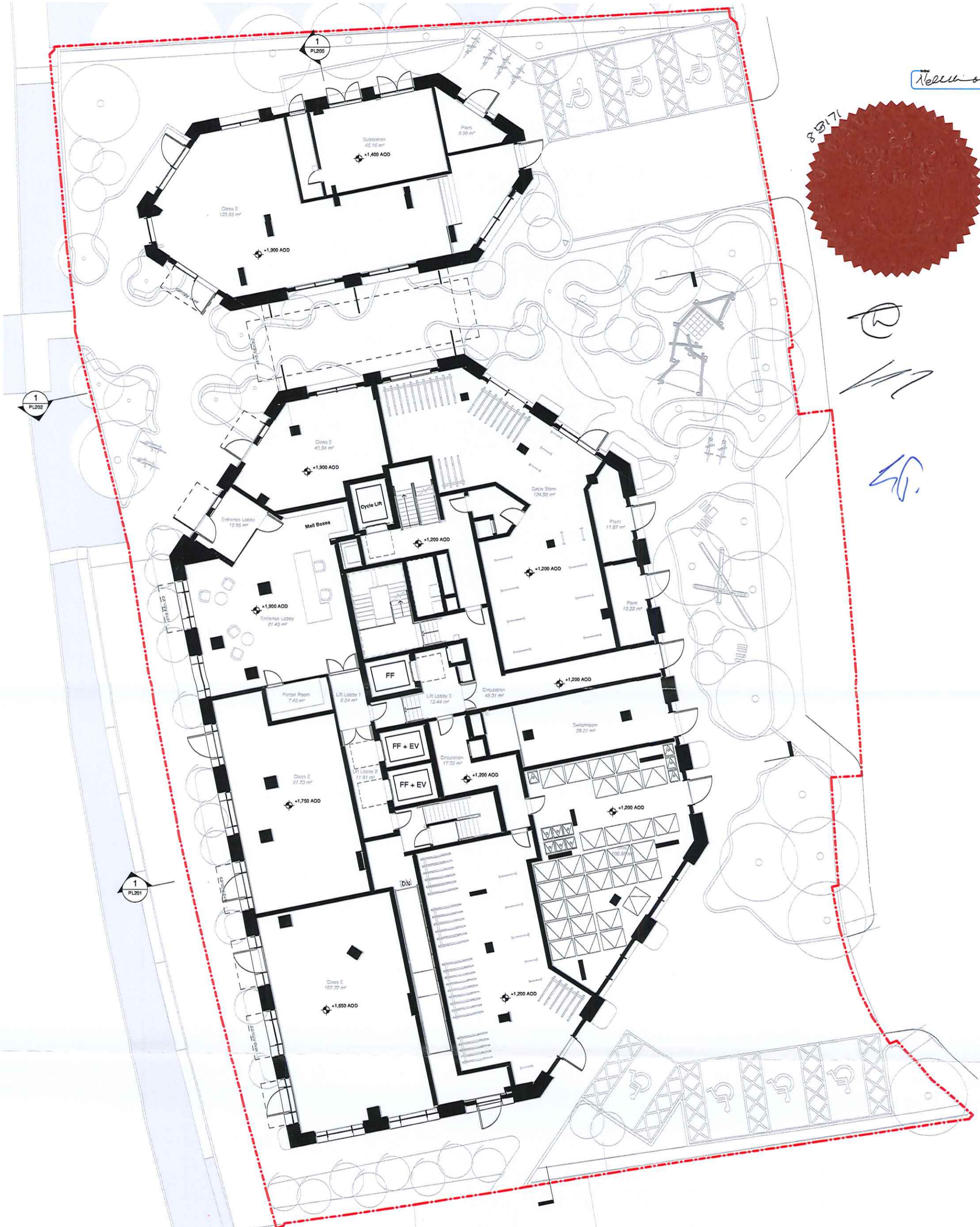
Drawn by:
CG Issued by:
LO

GRID Project No:
22048 Scale @A3:
1 : 1250

Drawing No:
SDG-GRID-ZZ-ZZ-DR-A-PL003 Revision:
Proj. Auth. Zvw. Lf. Type Desc. Date No.



PLAN 2

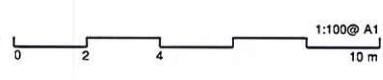


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Rev:	Notes:	Date:	Dwn:	Iss:
A	Issued for Planning	27/09/2024	BM	LO
B	Issued for planning	20/03/2025	CG	LO
C	North-west corner path widened to address TfL comments	25/07/2025	CG	LO

Purpose of Issue:
PLANNING



GRID

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Client:
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Project Name
Sedgemere Road, Abbey Wood
4-8 Sedgemere Road, London, SE2 9SW

Drawing Title:
Proposed Ground Floor Plan

Drawn by:
DH

Issued by:
LO

GRID Project No:
22048

Drawing No:
SDG-GRID-ZZ-00-DR-A-PL100

Scale @A1:
1 : 100

Revision:
C

PLAN 3



NOTE: Proposed through route from Harrow Manorway to Sedgemere Road subject to assignment at stage 3



B
M
4.0

Sedgemere Road

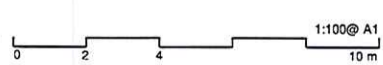
Harrow Manorway

- Key
- Highway Works
 - Public Realm

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Rev	Notes	Date	Dwn	Iss
A	Issued for planning	22/08/2025	CG	LO
B	Issued for Planning	12/09/2025	CG	LO
C	Issued for planning	18/09/2025	CG	LO
D	Issued for Planning	07/10/2025	CG	LO

Purpose of Issue:
 PLANNING



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Client:
 Abbey Wood Sedgemere Limited

Project Name
 Sedgemere Road, Abbey Wood
 4-8 Sedgemere Road, London, SE2 9SW

Drawing Title:
 Proposed Ground Floor Excluded From Public
 Realm Definition Plan

Drawn by:
 CG

Issued by:
 LO

GRID Project No:
 22048

Scale @A1:
 1 : 100

Drawing No:
 SDG-GRID-00-DR-A-SK014

Revision:
 D