

Dated

2023

GREATER LONDON AUTHORITY

(1)

BERKELEY HOMES (CENTRAL LONDON) LTD

(2)

**THE LORD MAYOR AND CITIZENS OF THE
CITY OF WESTMINSTER**

(3)

S106 AGREEMENT

**Relating to Development at Paddington Green
Police Station, 4 Harrow Road, London, W2 1XJ
RN: 21/02193/FULL**

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THIS AGREEMENT is made day of 2023

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Chunchie Way, London E16 1ZE (the "**GLA**");
- (2) **BERKELEY HOMES (CENTRAL LONDON) LTD** (Company number 04231165) of Berkeley House, 19 Portsmouth Road, Cobham, Surrey, KT11 1JG (the "**Owner**"); and
- (3) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of City Hall, 64 Victoria Street London SW1E 6QP (the "**City Council**").

WHEREAS:

- (A) The Owner is the freehold owner of part of the Site registered at the Land Registry under Title Number NGL181050, NGL783447 and NGL808057.
- (B) The Planning Application was submitted to the City Council in respect of the Site by the Owner on 1 April 2021 on 9th November 2021 the City Council wrote to the Mayor of London informing the Mayor of London that the City Council was minded to refuse the Planning Application.
- (C) On 22 November 2021 the Deputy Mayor of London gave a direction to the City Council under the powers conferred by section 2A of the 1990 Act that the Mayor of London would act as the local planning authority for the purposes of determining the Planning Application.
- (D) The Planning Application was further revised on 21 November 2022 and 9 January 2023.
- (E) At a representation hearing held on 17 March 2023 the Deputy Mayor for Planning, Regeneration and Skills acting on behalf of the Mayor of London resolved to approve the Planning Application and grant the Planning Permission subject to imposing conditions and prior completion of this Agreement to secure the planning obligations mentioned herein.
- (F) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Agreement on behalf of the Mayor of London.

- (G) The GLA considers it expedient 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 or facilitating the Development in the manner set out in this Agreement.
- (H) The Owner intends to develop the Site pursuant to the Planning Permission.
- (I) The City Council remains the local planning authority for the purposes of the Act and for the area in which the Site is located and both the City Council and the GLA are empowered to discharge and enforce the obligations in this Agreement. The City Council is also the highway authority for the purposes of the Highways Act 1980 and is the local authority for the purposes of the Greater London Council (General Powers) Act 1974, the Local Government Act 1972 and the Localism Act 2011.
- (J) The City Council confirms and acknowledges 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 parties are satisfied that the planning obligations secured by this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (L) The parties have therefore agreed to enter into this Agreement to secure the planning obligations in this Agreement with the intention that the same should be binding not only upon the parties but also upon their successors in title and any persons claiming title through or under them unless as otherwise specified in this Agreement.

THIS DEED WITNESSES the following:

1 INTERPRETATION

- 1.1 In this Agreement unless the context demands otherwise the following expressions shall have the meanings set out below:

Above Ground Works	any works to any Block within the Development above the ground floor slab;
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**Acceptable
Unconditional
Offer**

an unconditional City Council's AH Offer for the purchase of the freehold or a lease with a term of not less than 125 years of:

- (a) 100% of the London Living Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be London Living Rent Housing Units (if any); and/or
- (b) 100% of the Social Rented Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be Social Rented Housing Units (if any); and/or
- (c) 100% of the Discounted Market Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be Discounted Market Rent Housing Units (if any); and/or
- (d) 100% of the London Shared Ownership Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be London Shared Ownership Housing Units (if any),

in respect of which the proposed purchase price is, in the Owner's reasonable opinion, not less than the market value of such units;

Act

the Town and Country Planning Act 1990;

Additional Affordable Housing Scheme a scheme to be prepared by the Owner and submitted to the City Council in accordance with schedule 2 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 and to which tenure(s);
- (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (c) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
- (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 9.8 of schedule 2 applies;

Additional Affordable Housing Units the Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 9.5 or 9.6 of schedule 2;

Additional Landscaping Contribution a sum to be used by the City Council towards enhancing the landscaping and public realm in the vicinity of the Development being £250,000 less any Subway Works Excess;

Affordable Housing housing including London Living Rent Housing, Discounted Market Rent Housing, London Shared Ownership Housing and Social Rented Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);

Affordable Housing Provider a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) which is either approved by the City Council (acting reasonably) or is a Registered Provider;

Affordable Housing Tenure Split

- (a) a minimum of 60 per cent by Habitable Room of the Affordable Housing Units to be provided as Social Rented Housing; and
- (b) a minimum of 40 per cent by Habitable Room of the Affordable Housing Units to be provided as London Living Rent Housing, Discounted Market Rent Housing or London Shared Ownership Housing;

Affordable Housing Units the 219 dwellings (611 Habitable Rooms) of Affordable Housing authorised by the Planning Permission and to be provided as Social Rented Housing and Intermediate Housing comprising:

- (a) 109 (366 Habitable Rooms) Social Rented Housing Units;
- (b) 43 (73 Habitable Rooms) London Shared Ownership Housing Units;
- (c) 29 (58 Habitable Rooms) Discounted Market Rent Housing Units; and
- (d) 38 (114 Habitable Rooms) London Living Rent Housing Units with the ability to change the tenure from London Living Rent Housing to Discounted Market Rent Housing for 9 (27 Habitable Rooms) of the two bedroom three person units and 20 (60 Habitable Rooms) of the two bedroom four person units where they are let or reserved by an Eligible Renter which meets the Discounted Market Rent Housing Flip Criteria within the three-month period from the date on which the unit is first made available for Occupation;

and of these 59 dwellings will be provided as wheelchair units,

as authorised by the Planning Permission;

Allocations Scheme the City Council's adopted policy for allocating the Social Rented Housing Units to Eligible Occupiers and households that can be varied from time to time;

Amenities Strategy a document setting out:

- (a) the arrangements for charging an Amenity Space Access Fee to Occupiers of the Affordable Housing Units should they elect to use the Amenity Space;
- (b) a reasonable estimate of the proposed Amenity Space Access Fee; and
- (c) the details of the way in which access to the Amenity Space may be regulated (if at all);

Amenity Space the area of up to 297 sq. m. (gross internal area) on level 01 of Block K forming part of the Development and shown for illustrative purposes only edged red on Plan 12 which may be used as an amenity space comprising health and wellness facilities, a lounge and/or workspace for residents at the Development or for such other purpose as agreed in writing with the City Council;

Amenity Space Access Fees a "pay-as-you-go" access fee to be charged to Occupiers of the Affordable Housing Units for each use of the Amenity Space, which shall be a reasonable charge approved by the City Council based on the cost of providing the Amenity Space and any other relevant considerations (if any) and in any event shall not exceed fees charged for comparable spaces in the vicinity of the Development;

Approval in Principle technical approval issued by TfL in accordance with TfL's Technical Assurance Process;

Approved approved in writing by the City Council and/or the GLA (as applicable) or as determined by an expert in accordance with clause 9 and "Approval" and "Approve" shall be construed accordingly;

Average Discounted Market Rent Housing Value¹	the average value of the Discounted Market Rent Housing floorspace per square metre (as applicable) on the Site at the Review Date to be assessed by the City Council and the Owner;
Average London Living Rent Housing Value²	the average value of London Living Rent Housing floorspace per square metre (as applicable) on the Site at the Review Date to be assessed by the City Council and the Owner;
Average Market Housing Value³	the average value of Market Housing floorspace per square metre on the Site at the Review Date to be assessed by the City Council and the Owner;
Average Social Rented Housing Value⁴	the average value of Social Rented Housing floorspace per square metre on the Site at the Review Date to be assessed by the City Council and the Owner;
'Be Green' Assessment	an assessment carried out in accordance with the Be Green requirements in the Mayor of London's Energy Assessment Guidance, June 2022;
'Be Lean' Assessment	an assessment carried out in accordance with the Be Lean requirements in the Mayor of London's Energy Assessment Guidance, June 2022;
'Be Seen' As-built Webform	the 'Be Seen' as-built stage reporting webform that is referred to in the 'Be Seen' Guidance;
'Be Seen' Guidance	the Mayor of London's London Plan Guidance Documents – 'Be Seen' Energy Monitoring Guidance dated September 2021;
'Be Seen' In-use Webform	the 'Be Seen' in-use stage reporting webform that is referred to in the 'Be Seen' Guidance;

¹ This is part of "C" in Formula 2.

² This is part of "C" in Formula 2.

³ This is "A" in Formula 2.

⁴ This is "B" in Formula 2.

Block a block to be constructed as part of the Development with all such blocks shown indicatively on Plan 9 and a reference to any “Block” is to the “Block” labelled accordingly on that plan;

Bond a bond in substantially the form annexed hereto at appendix 3 (with such amendments as may be approved by the City Council acting reasonably) in the name of an institution or bank acceptable to the Director of City Highways (acting reasonably):

(a) for a sum of one and a half times the reasonable cost of the City Council carrying out in full the WCC Highway Works or a relevant WCC Highway Works Phase, as appropriate, and any works to the Site necessary to provide an acceptable Site and acceptable support for any proposed or existing public highway such sum to be altered:

(i) within one month after the issue of the Certificate of Substantial Completion for the WCC Highway Works or a relevant WCC Highway Works Phase to 10% of the original sum; and

(ii) within one month of issue of the Final Completion Certificate to zero for the WCC Highway Works or a relevant WCC Highway Works Phase; and

(b) requiring within seven days of any written request to do so the institution or bank to pay to the City Council out of the Bond in the circumstances set out in paragraph 3.3 of schedule 5 such reasonable sum of money as is certified by the Director of City Highways to be necessary to make good the respective default/s or breach/es of this Agreement on the part of the Owner including their agents and the Contractor(s);

Build Costs the build costs comprising construction of the Development attributable to the Market Housing Units including the basement and all communal areas associated with the Market Housing Units including all areas of

public realm, supported by evidence of these costs to the City 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;

**Bus Stop
Contribution**

the sum of £32,000 (Thirty-two thousand Pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.2 of schedule 1 and used:

- (a) for upgrading the bus stops to bus shelters, together with the provision of countdown equipment at Bus Stop EX on Harrow Road shown on Plan 16; and
- (b) where any part of the Bus Stop Contribution remains unspent after the works at (i) above have been completed, upgrading Bus Stop EM on Edware Road shown on Plan 16;

**Bus Stop Top-up
Contribution**

such sum as may be reasonably demanded by the City Council pursuant to paragraph 4 of Schedule 3 being the difference between the Bus Stop Contribution paid to the City Council and the reasonable costs incurred by TfL in providing the bus shelters and countdown equipment at Bus

Stop EX on Harrow Road (shown on Plan 16);

Carbon Dioxide Emissions Additional Measures on-site measures in order to enable the relevant Phase of the Development to meet the Carbon Dioxide Emission Target for that Phase and to remove any Carbon Dioxide Emissions Target Shortfall;

Carbon Dioxide Emissions Target for any Phase the Carbon Dioxide Emissions Target for Non-Residential for the non-residential element of the Phase and the Carbon Dioxide Emissions Target for Residential for the residential element of the Phase;

Carbon Dioxide Emissions Target for Non-Residential at least an 8% reduction in regulated carbon dioxide emissions beyond the minimum requirements of the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022) (and for the avoidance of doubt, for the purposes of calculating whether there is a Carbon Dioxide Emissions Target Overachievement or a Carbon Dioxide Emissions Target Shortfall for each Phase the target shall be an 8% reduction);

Carbon Dioxide Emissions Target for Residential at a reduction in regulated carbon dioxide emissions beyond the minimum target emissions rate required under the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022) of at least 67% for Phase 1 and at least 69% for Phase 2 so that the Development achieves an overall reduction over both Phases of at least 68% (and for the avoidance of doubt, for the purposes of calculating whether there is a Carbon Dioxide Emissions Target Overachievement or a Carbon Dioxide Emissions Target Shortfall for each Phase the target shall be a reduction of 67% for Phase 1 and 69% for Phase 2 so that the Development achieves an overall reduction over both Phases of at least 68%);

Carbon Dioxide Emissions Target Overachievement where the actual on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall take account of any Carbon Dioxide Emissions Additional Measures carried out within the relevant Phase) exceeds the Carbon Dioxide Emissions Target for that Phase;

Carbon Dioxide Emissions Target Overachievement Excess the amount expressed in tonnes by which:

(a) in respect of the First Carbon Dioxide Emissions Assessment: the desktop based on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall not take account of any Carbon Dioxide Emissions Additional Measures specified in the First Carbon Dioxide Emissions Assessment) exceeds the Carbon Dioxide Emissions Target for that Phase; and

(b) in respect of the Second Carbon Dioxide Emissions Assessment: the actual on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall take account of any Carbon Dioxide Emissions Additional Measures carried out within the relevant Phase) exceeds the Carbon Dioxide Emissions Target for that Phase;

Carbon Dioxide Emissions Target Shortfall where the desktop based or actual (as applicable) on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall take account of any Carbon Dioxide Emissions Additional Measures carried out within the relevant Phase) are less than the Carbon Dioxide Emissions Target for that Phase;

Carbon Dioxide Emissions Target Shortfall Gap the 'carbon gap' expressed in tonnes by which:

(a) in respect of the First Carbon Dioxide Emissions Assessment: the desktop based on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall not take account of any Carbon Dioxide Emissions Additional Measures specified in the First Carbon Dioxide Emissions Assessment) are less than the Carbon Dioxide Emissions Target for that Phase; and

(b) in respect of the Second Carbon Dioxide Emissions Assessment: the actual on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall take

account of any Carbon Dioxide Emissions Additional Measures carried out within the relevant Phase) are less than the Carbon Dioxide Emissions Target for that Phase;

**Carbon Offset
Calculation**

means the following:

Contribution/overspend (as applicable) = Residual Emissions x Price of Carbon (£) x Offset Period

where:

Residual Emissions: the carbon difference (which for the avoidance of doubt shall not be a negative number) expressed in tonnes between:

- (a) the actual on-site savings of regulated carbon emissions for the relevant Practically Completed Phase of the Development (which for the avoidance of doubt shall take account of any Carbon Dioxide Emission Additional Measures carried out within the relevant Phase and the Carbon Offset Contribution paid (or to be paid) in respect of the relevant Phase); and
- (b) the Carbon Dioxide Emissions Target for the relevant Practically Completed Phase of the Development;

Price of Carbon: the price of £95 charged per tonne of residual regulated carbon emissions;

Offset Period: a period of 30 years, reflecting the assumed lifetime of the Development;

**Carbon Offset
Contribution**

the sum of £470,302 (four hundred and seventy thousand three hundred and two pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.6 of schedule 1 and used on carbon off-setting projects within the City of Westminster or such lesser amount calculated in accordance with paragraph 10.9 of schedule 1;

Carbon Offset Contribution Second Instalment the second instalment of the Carbon Offset Contribution payable by the Owner in accordance with paragraph 1.6(b) of schedule 1;

Carbon Offset Overspend in the event that there is a Carbon Dioxide Emissions Target Overachievement in respect of a Practically Completed Phase of the Development, the amount of the overspend for that Phase calculated in accordance with the Carbon Offset Calculation;

Certificate of Practical Completion the issue of a certificate of practical completion in respect of the Development or relevant part of the Development by:

- (a) the Owners' architect or other appropriate appointed professional;
or
- (b) in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or other appropriate appointed professional; or
- (c) the City Council's Building Control department;

Certificate of Substantial Completion the certificate issued by or on behalf of the Owner or the City Council (depending on which party is carrying out the WCC Highway Works or a relevant WCC Highway Works Phase, as appropriate) confirming that the WCC Highway Works or a relevant WCC Highway Works Phase as appropriate are substantially complete;

Charge a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units and/or the Variation Affordable Housing Units (or any number of them) in favour of the Chargee;

Chargee any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units or the Variation Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any

security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

City Council's AH Offer an offer from the City Council to the Owner setting out the basis upon which it wishes to enter into a contract for the purchase of the freehold or a lease with a term of not less than 125 years of:

- (a) 100% of the London Living Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be London Living Rent Housing Units (if any); and/or
- (b) 100% of the Social Rented Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be Social Rented Housing Units (if any); and/or
- (c) 100% of the Discounted Market Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council in accordance with paragraph 2.1(d) of schedule 2, 100% of the Variation Affordable Housing Units that are to be Discounted Market Rent Housing Units (if any); and/or
- (d) 100% of the London Shared Ownership Housing Units of the Affordable Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes such an offer, 100% of the Variation Affordable Housing Units that are to be London Shared Ownership Housing Units (if any),

and which as a minimum shall include the following details:

- (e) the proposed purchase price for such units;

- (f) whether the City Council proposes to purchase the freehold or a lease with a term of not less than 125 years of such units and, if it is the latter, the proposed term of such lease; and
- (g) how the City Council proposes that the transaction for the purchase is structured;

Class a use class used in the Town and Country Planning (Use Classes) Order 1987 in the form enacted as at the date of this Agreement;

Commencement of Development the date upon which a material operation as defined in Section 56(4) of the Act shall be commenced in respect of the Development but excluding always the Enabling Works or any part of them, and the words “Commence” and “Commenced” and “Commencement” and “Commencing” shall be construed accordingly;

Commercial Floorspace the commercial floorspace (Class E) to be provided at the Development pursuant to the Planning Permission and which shall exclude the Community Space;

Community Space the space at the ground floor level of Block I comprising not less than 91 sq. m. gross internal area (unless otherwise agreed with the City Council) and shown indicatively edged red and shaded yellow on Plan 6 and which is to be brought forward and maintained for community use within Class F.2 (and ancillary uses) in accordance with the Community Space Strategy or such other use agreed in writing with the City Council;

Community Space Minimum Requirements the minimum requirements for the Community Space are the installation of the following:

- (a) all mechanical and electrical systems, including telecoms;
- (b) screed floor and basic floor covering;
- (c) plaster boarded walls and ceilings;
- (d) boxed in columns and pipework;
- (e) LED lighting; and

- (f) toilets;

Community Space Operator a charity, not for profit organisation, or such other body approved by the City Council who shall operate and manage the Community Space;

Community Space Specification a detailed design specification of the Community Space to be submitted by the Owner to the City Council for Approval and which shall include but not be limited to detailed scaled plans, layout, design and drawings and be in accordance with the Community Space Minimum Requirements;

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

- (a) the terms upon which the Community Space shall/has been leased to a Community Space Operator;
- (b) the arrangements to provide the Community Space as a multi-functional community space;
- (c) details of:
 - (i) the operating arrangements and timetabling of sessions for the Community Space,
 - (ii) the circumstances in which the Community Space may be let out for uses ancillary to the community use;
 - (iii) the arrangements for and circumstances in which the Community Space Operator may let the Community Space out for a charge, which may include (but are not limited to) that the Community Space may be let out for a charge:
 - (1) for uses which serve the community; and
 - (2) at times where there are gaps in Occupation of the Community Space despite the Community Space being

offered to the community, local community groups and the City Council for community uses;

(iv) any charges proposed to be levied by the Community Space Operator, acknowledging that:

(1) charges may be levied by the Community Space Operator on those deriving a profit from their use of the Community Space; and/or

(2) in all circumstances reasonable charges may be levied by the Community Space Operator to cover its running and management costs; and

(d) the arrangements to promote the availability of the Community Space to local community groups and the community;

Competent Authority any competent or statutory authority or agency including any court, tribunal, government department, legislature, local government department, highway authority, statutory undertaker or local authority;

Component a part of the Development comprising the Market Housing Units;

Construction Period the period starting from the point at which contractors Commence the Development or a Phase (as applicable) until Practical Completion of the Development or a Phase (as applicable);

Construction Works works to carry out and Practically Complete the Development or a Phase (as applicable) but which shall exclude Demolition Works and Enabling Works;

Contract a contract or contracts for carrying out the whole or any part of the WCC Highway Works;

Contractor a firm company or individual (Approved by the Director of City Highways) with whom the contractor is entered into by or on behalf of the Owner

for the carrying out of the WCC Highway Works or the relevant WCC Highway Works Phase, as appropriate;

Contribution the Carbon Offset Contribution; the Employment and Skills Contribution; the Play Space Contribution; the Cycle Improvements Contribution; the Bus Stop Contribution, the Legible London Contribution, the Travel Plan Monitoring Fee and the Additional Landscaping Contribution;

CPI the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the City Council may determine, acting reasonably;

Cycle Improvements Contribution the sum of £200,000.00 (Two Hundred Thousand Pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.4 of schedule 1 towards improvements to cycle infrastructure within the vicinity of the Development including (but not limited to) cycle hire, servicing and maintenance, enhancements to cycle routes or facilities including cycle desire lines and toucan crossings;

Date of Deemed Service in each instance where a Chargee has served a Default Notice:

- (a) in the case of service by delivery by hand of the Default Notice to the City Council's offices at: Westminster City Hall, 64 Victoria Street, London, SW1E 6QP during normal office hours, the date of which the Default Notice is so delivered; or
- (b) in the case of serve by using first class registered post of to the City Council's offices as detailed in (a) above, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) provided that the Chargee is able to evidence that a Default Notice was actually delivered to the City Council (by Royal Mail proof of delivery or otherwise);

Default Notice a notice in writing served on the City Council by the Chargee under paragraph 4.1(a) of schedule 2 of the Chargee's intention to enforce its

security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units;

- Defects Liability Period** a period of 24 months from the date of issue of the Certificate of Substantial Completion in respect of the WCC Highway Works or the relevant WCC Highway Works Phase, as appropriate, or such further period until the date of issue of the Final Completion Certificate required by the Director of City Highways to enable the Owner to make good any defects in the WCC Highway Works or the relevant WCC Highway Works Phase, as appropriate;
- Demolition Period** the period starting from the point at which contractors commence Demolition Works until Practical Completion of all Demolition Works;
- Demolition Works** the works of demolition required in connection with the Development but which for the avoidance of doubt excludes soft strip and utilities disconnections;
- Development** the development authorised by the Planning Permission;
- Development Viability Information** the information required by Formula 1a and Formula 2 being:
- (a) in respect of Formula 1a:
 - (i) Estimated GDV; and
 - (ii) Estimated Build Costs;
 - (b) in respect of Formula 2:
 - (i) Average Market Housing Value;
 - (ii) Average Social Rented Housing Value;
 - (iii) Average Discounted Market Rent Housing Value; and
 - (iv) Average London Living Rent Housing Value,

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

Direction a direction to the Regulator of Social Housing in relation to rent given by the Secretary of State from time to time pursuant to Section 197 of the Housing and Regeneration Act 2008;

Director of City Highways such proper officer(s) of the City Council responsible for highways functions;

Director of Housing the City Council's chief officer of housing functions;

Director of Planning the City Council's Director of Planning or such other proper officer of the City Council responsible for planning functions;

Discounted Market Rent Housing housing offered to Eligible Renters at a rent that is not more than 80 per cent of market rent and which is set on the basis that the annual housing costs, including rent and Service Charges:

(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report at the time of letting; and

(b) in respect of the following sizes of units on first letting, must not exceed 28 per cent of the corresponding annual gross income upper limit below (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):

(i) one-bedroom Discounted Market Rent Housing Unit: £60,000 (or such other higher figure as is specified in policy from time to time); and

- (ii) two-bedroom 3 person which meet the Discounted Market Rent Housing Flip Criteria: £70,000 and Provided Further that the weekly rent shall not exceed £376.92 per week;
- (iii) two-bedroom 4 person which meet the Discounted Market Rent Housing Flip Criteria: £75,000 and Provided Further that the weekly rent shall not exceed £403.84 per week;

SAVE THAT the restriction in paragraph (b) applies in relation only to the first letting of the relevant units and in any event shall cease to apply to any unit that has not been reserved or rented by an Eligible Renter within the three-month period from the date on which the unit is first made available for Occupation PROVIDED THAT during this period the Owner has used reasonable endeavours to let the unit including marketing through the GLA's Homes for Londoners online portal (or any successor/replacement website)

- (c) in respect of the following sizes of units on subsequent lettings, must not exceed 28 per cent of the corresponding annual gross income upper limit below (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):

- (i) two-bedroom 3 person unit which meet the Discounted Market Rent Housing Flip Criteria: £70,000 and Provided Further that the weekly rent shall not exceed £376.92 per week;
- (ii) two-bedroom 4 person unit which meet the Discounted Market Rent Housing Flip Criteria: £75,000 and Provided Further that the weekly rent shall not exceed £403.84 per week;

SAVE THAT the restriction in paragraph (c) applies in relation to subsequent lettings of each unit and in any event shall cease to apply to any unit that has not been reserved or rented by an Eligible Renter within the three-month period from the date on which the subsequent letting of the unit is made available for Occupation PROVIDED THAT during this period the Owner has used reasonable endeavours to let the unit including marketing through the GLA's Homes for Londoners online

portal (or any successor/replacement website) and from the Practical Completion of Block K the income caps of £70,000 and £75,000 shall be permitted to be increased by the increase in the annual charge in the Households Below Average Income Median Income for London (three year rolling average data) most recently published by the Department for Work and Pensions

and SAVE FURTHER THAT within the term of each tenancy rent for a Discounted Market Rent Housing Unit may 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) PROVIDED THAT initial rents for subsequent lettings will reset in accordance with the above provisions;

Discounted Market Rent Housing Flip Criteria the criteria for allowing the tenure of a London Living Rent Housing Unit to change from London Living Rent Housing to Discounted Market Rent Housing are that:

- (a) no more than 9 of the 18 2 bedroom 3 person London Living Rent Housing Units have changed tenure from London Living Rent Housing to Discounted Market Rent Housing at any given time or the London Living Rent Housing Unit is a 2 bedroom 4 person unit; and
- (b) the Household renting the Affordable Housing Unit:
 - (i) consists of two persons who are employed and earning a Household Income of not less than £60,000 and not more than the relevant maximum figures in the definition of Eligible Renter;
 - (ii) Includes at least one member of the Household being a Key Worker; and
 - (iii) made the rental reservation within 3 months of the date of marketing of the relevant unit;

Discounted Market Rent Housing Units the 29 one bedroom Affordable Housing Units forming part of the Intermediate Housing shown coloured pink on Plan 7 comprising 58 Habitable Rooms to be made available for Discounted Market Rent Housing in accordance with paragraph 2 of schedule 2 of this Agreement together with any Additional Affordable Housing Units and any Variation Affordable Housing Units which are to be delivered as Discounted Market Rent Housing and any London Living Rent Housing Units where the individuals letting meet the Discounted Market Rent Housing Flip Criteria allowing the London Living Rent Housing Unit to change tenure from London Living Rent Housing to Discounted Market Rent Housing;

Disposal

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a Component(s) of the Development for a term of not less than 125 years; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component(s) of the Development

ALWAYS excluding Fraudulent Transactions and “**Disposals**” shall be construed accordingly;

Eligible Occupier persons who cannot afford to rent or buy housing generally available on the open market, as determined by reference to local incomes and local house prices and is eligible for Social Rented Housing under the City Council's Allocations Scheme as determined by the City Council;

Eligible Purchaser a purchaser or purchasers who at the date of purchasing an interest in the relevant London Shared Ownership Housing Unit:

- (a) in the case of the first Disposal during the first three months of marketing from the date on which the unit is first made available for Occupation;
- (b) is a Key Worker residing or working in the City Council's area;

- (c) has a Household Income that does not exceeding the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;
- (d) is at least 18 years old;
- (e) can demonstrate that they would otherwise be unable to purchase a property suitable to meet their housing needs on the open market;
- (f) can demonstrate that they can afford and sustain the purchase; and
- (g) does not own another home in the UK or abroad;

Eligible Renter

an individual or individuals who at the date of renting the relevant Discounted Market Rent Housing Unit or London Living Rent Housing Unit;

- (a) does not have sufficient combined current savings to purchase a home in the local area in which the relevant Discounted Market Rent Housing Unit or London Living Rent Housing Unit is located;
- (b) in the case of the first letting during the first three months of marketing from the date on which the unit is first made available for Occupation is a Key Worker residing or working in the City Council's area;
- (c) in the case of the first letting during the first three months of marketing from the date on which the unit is first made available for Occupation where the Discounted Market Rented Housing Flip Criteria are met enabling the London Living Rent Unit to be let as a Discount Market Rented Housing Unit the Household Income shall not exceed:
 - (i) for a two-bedroom, three person unit - £70,000; and

(ii) for any two bedroom, four person London Living Rent Housing Units - £75,000;

(d) where the requirements of (c) are not met and in the case of all subsequent lettings a Household Income that does not exceed the following:

(i) for a one-bedroom, two person Discounted Market Rent Housing Unit - £60,000;

(ii) for any two bedroom, three person London Living Rent Housing Units - £60,000;

(iii) for any two bedroom, four person London Living Rent Housing Units - £60,000

Provided That where the individuals for subsequent lets meet the Discounted Market Rented Housing Flip Criteria enabling the London Living Rent Unit to be let as a Discount Market Rented Housing Unit the Household Income shall not exceed:

(iv) for a two-bedroom, three person unit - £70,000 for the first three months of marketing of the subsequent let and £90,000 thereafter; and

(v) for any two bedroom, four person London Living Rent Housing Units - £75,000 for the first three months of marketing of the subsequent let and £90,000 thereafter;

or in each of (i) to (v) such other greater Household Incomes as are specified in policy from time to time;

(e) lives or works in Greater London;

(f) meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;

Employment and Skills Contribution the sum of £401,793.00 (Four Hundred and One Thousand Seven Hundred and Ninety Three Pounds) Index Linked payable by the Owner to the City Council in accordance with paragraph 1.8 of schedule 1 towards initiatives that provide local employment, training opportunities and skills development and supporting the Westminster Employment Service for the benefit of Local Residents;

Employment and Skills Plan a written plan submitted by the Owner to the City Council which promotes and facilitates within the City of Westminster provision of employment, training and apprenticeship opportunities created by the Development (as applicable) during the Demolition Period or the Construction Period for each Phase or the End Use Period (as applicable) for Local Residents which shall be prepared in accordance with the City Council's "Inclusive Local Economy & Employment" guidance in place as at the date of this Agreement (and for the avoidance of doubt the targets set out in the Employment and Skills Plans for the Demolition Period and the Construction Period for each Phase shall, when taken together, not be less than the applicable benchmarks set out in such guidance for the Development as a whole), in accordance with paragraph 6 of schedule 1;

Enabling Works the taking down of the structure of the existing buildings at the Site or any part thereof including without limitation the Demolition Works, site clearance, the erection of fencing and or hoarding, the creation of a site compound or other means of enclosure for the purposes of site security, the erection of temporary buildings structures and or facilities associated with the Development, operations in connection with site investigation (including site surveys and ground investigations), creation of temporary accesses, archaeological investigations and works (including the preservation and removal of archaeological artefacts), removal of obstructions, decontamination works, removal of hazardous substances, site preparation (including earth moving, laying of sewers and services, any excavation, any enabling works and any underpinning of third party walls), soft strip and utilities disconnections, and temporary works to retain the existing basement wall within the existing basement;

End Use Period the period comprising Occupation of the Commercial Floorspace which shall commence on the date of first Occupation of the Commercial

Floorspace and end on the date that is two years after (and including) the date of first Occupation of the Commercial Floorspace;

Energy Strategy the Energy Statement submitted as part of the Planning Application prepared by Buro Happold and dated 6 January 2023;

Estimated Build Costs⁵ 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 Checking Fee such reasonable and proper costs as are reasonably stated in writing by the Director of City Highways to be the reasonably estimated costs by the Director of City Highways of the checking and approving of the design of the WCC Highway Works or a relevant WCC Highway Works Phase, as appropriate;

Estimated Cost such sum of money as is reasonably stated in writing by the Director of City Highways to be the reasonable and proper estimated costs and the necessary and reasonable associated costs of carrying out the WCC Highway Works or a relevant WCC Highway Works Phase, as appropriate;

Estimated Date of Practical Completion the date upon which the Owner estimates that the Development will reach Practical Completion;

Estimated GDV⁶ the price at which a Disposal 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 8 of schedule 2 based on detailed comparable market evidence to be assessed by the City Council, disregarding Fraudulent Transactions and assuming:

⁵ This is "D" in Formula 1a

⁶ This is "A" in Formula 1a.

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

Estimated Monitoring Fee such sum of money as is reasonably stated in writing by the Director of City Highways to be the reasonable costs connected with the City Council checking and agreeing and approving matters related to and monitoring the carrying out of the WCC Highway Works or a relevant WCC Highway Works Phase, as appropriate and connected with assisting in making and the confirmation (and/or seeking the confirmation) of applications for consents and traffic management orders;

External Consultant the external consultant(s) appointed by the City Council to assess the information submitted pursuant to paragraph 8 of schedule 2;

Final Completion Certificate the completion certificate to be issued by the Director of City Highways in respect of the WCC Highway Works or a relevant WCC Highways Works Phase, as appropriate, pursuant to paragraph 4 of schedule 5;

First Carbon Dioxide Emissions Assessment means:

- (a) a desktop assessment, undertaken using the STROMA FSAP 10 software (Version 1.0.75), of the carbon dioxide emissions of the relevant Practically Completed Phase of the Development (expressed in tonnes) so as to demonstrate whether that Phase (taking into account the total amount of the Carbon Offset Contribution paid (or to be paid) under paragraph 1.6 of schedule 1 below in respect of that Phase)

has met or exceeded the Carbon Dioxide Emission Target attributable to that Phase and:

- (i) if there is a Carbon Dioxide Emissions Target Shortfall, the amount of the Carbon Dioxide Emissions Target Shortfall Gap for that Phase; and
- (ii) if there is a Carbon Dioxide Emissions Target Overachievement, the amount of the Carbon Dioxide Emissions Target Overachievement Excess for that Phase; and

- (b) where there is a Carbon Dioxide Emissions Target Shortfall, the Carbon Dioxide Emissions Additional Measures (if any) that will be carried out within the relevant Phase of the Development;

Formula 1a the formula identified as “Formula 1a” within the annex to schedule 2;

Formula 2 the formula identified as “Formula 2” within the annex to schedule 2;

Fraudulent Transaction (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;

Habitable Room 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;

Handover Documentation such documents as requested by the Director of City Highways in respect of the WCC Highway Works or the relevant WCC Highway Works Phase, as appropriate, including but not limited to:

- (a) as built drawings;

- (b) before and after photos;
- (c) relevant certificates;
- (d) health and safety files; and
- (e) any other document requested to be issued with the Certificate of Substantial Completion;

Household in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a Discounted Market Rent Housing Unit or London Living Rent Housing Unit (as appropriate) share that unit with A and one another as the only or main residence of both A and such other persons;

- Household Income**
- (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that single Eligible Purchaser or single Eligible Renter; and
 - (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those joint Eligible Purchasers or joint Eligible Renters;

Index Linked the increasing of a sum by reference to the All Items Index of Retail Prices issued by the Office for National Statistics (the comparison being between the Index published in the month preceding that in which this Agreement is completed and the Index published in the month preceding the date of payment of the relevant sum);

Insurance Policy insurance policy or policies (as the case maybe) with insurers insuring up until the issue of the Final Completion Certificate against all liability loss damage demand and proceedings whatsoever relating to property or persons arising under any statutory law or at common law in connection with the WCC Highway Works and or the relevant WCC Highway Works Phase (as appropriate)/ or any defect which shall include:

- (a) employer's liability insurance with indemnity cover of at least £10 million in respect of any one claim; and
- (b) public liability insurance with indemnity cover of at least £10 million in respect of any one claim; and
- (c) professional indemnity insurance with indemnity cover of at least £5 million in respect of any one claim;

Intention Notice a notice in writing served on the Chargee by the City Council confirming that the City Council (or the City Council's nominated substitute Registered Provider) is minded to purchase the relevant Affordable Housing Units and/or the Additional Affordable Housing Units and/or the Variation Affordable Housing Units;

Intermediate Housing the 110 Affordable Housing Units (245 Habitable Rooms) to be provided at the Site by the Owner as:

- (a) London Living Rented Housing;
- (b) Discounted Market Rent Housing; and
- (c) London Shared Ownership Housing,

in accordance with the Planning Permission and as shown coloured pink on Plan 7;

Key Worker a person employed in an occupation which appears in the Appendix to the Mayor of London's Housing Policy Practice Note "Allocating intermediate homes to London key workers" dated December 2021 or any replacement Mayor of London's Housing Policy Practice Note;

Legible London Contribution the sum of £20,000 (Twenty thousand Pounds) Index Linked payable by the Owner to the City Council in accordance with paragraph 1.10 of schedule 1 and used towards updating the Legible London signs in the vicinity of the Site to reflect the changes brought about by the

Development and associated highway works and/or providing new Legible London signs in the vicinity of the Development;

Local Residents the residents of the City Council's administrative area who shall, in the context of the submission of the Employment and Skills Plan and the Employment and Skills Contribution, be given priority, followed by residents of boroughs in the "Construction Careers Program", which include the City of London, Camden, Islington, Southwark, Lambeth, Wandsworth and Kensington and Chelsea;

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

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with paragraph (d) below; and
- (d) on the basis that annual housing costs, including rent and Service Charges must not exceed the lowest of (A) the relevant maximum rents published by the GLA annually; (B) 80 per cent of market rent and (C) 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report;

London Living Rent Housing Units the 38 Affordable Housing Units forming part of the Intermediate Housing shown coloured pink on Plan 7 comprising 114 Habitable Rooms to be made available for London Living Rent Housing in accordance with paragraph 2 of schedule 2 of this Agreement together with any Additional Affordable Housing Units and Variation Affordable

Housing Units which are to be delivered as London Living Rent Housing and excluding any of the 9 (27 Habitable Rooms) two bedroom 3 person units and the 20 (60 Habitable Rooms) which are let or reserved instead by an Eligible Renter within the three-month period from the date on which the unit is first made available for Occupation;

London Plan the latest spatial development strategy for Greater London published under section 337 of the Greater London Authority Act 1999 being at the date of this Agreement the London Plan published in March 2021 and including any revisions and successor plans thereto;

London Plan Annual Monitoring Report the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;

London Shared Ownership Housing housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and in relation to which:

- (a) annual rent must not exceed 2.75 per cent of the value of the unsold equity;
- (b) annual rent increases must not exceed the corresponding percentage increase in CPI (which shall be deemed to be nil where there is no increase) (using the latest published CPI figure and the CPI figure for the corresponding month in the previous year);
- (c) the term of the lease must be at least 990 years;
- (d) annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70

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

(e) all other relevant requirements of the GLA's latest Affordable Housing Capital Funding Guide are met

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

London Shared Ownership Housing Units the 43 Affordable Housing Units forming part of the Intermediate Housing shown coloured pink on Plan 7 comprising 73 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with paragraph 2 of schedule 2 of this Agreement together with any Additional Affordable Housing Units and any Variation Affordable Housing Units which are to be delivered as London Shared Ownership Housing;

Management Entity either a company or companies (including a residents' management company) a trust or other body established or appointed by the Owner to operate, manage and maintain the Publicly Accessible Open Space for the life of the Development;

Market Housing residential accommodation provided as part of the Development at the Site which is to be sold or let on the open market and which does not include Affordable Housing;

Market Housing Units the 337 Residential Units (995 Habitable Rooms) provided at the Site which are to be sold or let on the open market and which are not the Affordable Housing Units;

Merchant Square S106 Agreement the agreement entered into pursuant to Section 106 of the Act by (1) British Waterways Board, European Land & Property Limited, (2) 5 Merchant Square Limited Partnership acting by its general partner 5 Merchant Square (General Partner) Limited and 5 Merchant Square (Nominee) Limited, (3) 2 Merchant Square Limited Partnership acting by its general partner 2 Merchant Square (General Partner) Limited and 2 Merchant Square (Nominee) Limited, (4) 3 Merchant Square Limited Partnership acting by its general partner 3 Merchant Square (General

Partner) Limited And 3 Merchant Square (Nominee) Limited, (5) 1 Merchant Square (Jersey) Limited, (6) Deutsche Postbank AG London Branch and (7) and the City Council on 4 August 2011;

Merchant Square Subway Contribution	the contribution of £360,000 payable in accordance with the Merchant Square S106 Agreement defined as "Harrow Road Subway Works Refurbishment Contribution" in the Merchant Square S106 Agreement;
Methodology of Works	the Owner's detailed method statement for the WCC Highway Works or the relevant WCC Highway Works Phase, as appropriate;
Moratorium Period	in each instance where a Chargee has served a Default Notice under paragraph 4.1(a) of schedule 2, the period from (and including) the Date of Deemed Service on the City Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the City Council);
Nomination Rights	the City Council's 100% nominations entitlement to all Affordable Housing Units at initial occupancy and 100% of all subsequent relets (unless otherwise agreed by the City Council on a case by case basis);
Notice of Commencement	a written notice containing details of the date estimated by the Owner to the City Council as being the date of the Commencement of Development;
Occupation	occupation of the Site for the purposes permitted by the Planning Permission and excludes occupation for the purposes of demolition, construction, internal and external refurbishment, decoration, fitting out, marketing (including the provision and operation of a show home), security or any other activity preparatory to the use of the Site for the purposes permitted by the Planning Permission and the word "Occupy", "Occupier", "Occupiers" and "Occupied" shall be construed accordingly;
Option	the option to be granted to the City Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 4.3 of schedule 2 for the purchase of the Affordable Housing Units

and/or the Additional Affordable Housing Units and/or the Variation Affordable Housing Units;

Owner's SUDS Scheme Schedule of Condition a schedule of condition relating to the Transport for London SUDS Scheme undertaken by the Owner following completion (as evidenced by the issue of a certificate of practical completion) of the TfL Highway Works (Permanent), and which shall report on the state of condition of the following compared to the Transport for London SUDS Scheme Schedule of Condition and whether any remedial work is required as a consequence of any damage caused by the construction of the Development and/or the TfL Highway Works (Permanent):

(a) any vegetation, shrubs, trees or other soft landscaping that has been provided as part of the Transport for London SUDS Scheme;

(b) any paving or other hard landscaping that has been provided as part of the Transport for London SUDS Scheme;

(c) any drainage infrastructure that has been provided as part of the Transport for London SUDS Scheme and its effectiveness;

Parking Bay a parking space designated by the City Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents in the City of Westminster;

Parking Permit a residential parking permit issued by the City Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay;

Permitted Closures temporary closure of any area of the Publicly Accessible Open Space (or part thereof) or the Walkway and Cycling Route (or part thereof), as applicable, in the following circumstances:

(a) temporary closure in the case of an emergency, security risk or alert in the vicinity of the Site 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, rebuilding, cleansing, renewal, or resurfacing works of the area of the Publicly Accessible Open Space or Walkway and Cycling Route 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 Publicly Accessible Open Space or Walkway and Cycling Route;
- (c) where such temporary closure is required for the purposes of inspecting, maintaining, repairing, renewing, decorating, altering, rebuilding, demolishing or developing any buildings now or hereafter on the Site 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 City Council's prior written approval has been obtained,

PROVIDED THAT

- (i) 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;
- (ii) save in the case of (d) above, the Owner shall ensure a route through the Publicly Accessible Open Space is preserved at all times;
- (iii) the Owner shall seek to keep the area that is restricted or closed as the minimum area required for the permitted closure and reopen that part of the Publicly Accessible Open Space or the Walkway and Cycling Route restricted or closed as soon as reasonably practicable;

Phase

a phase of the Development as shown on Plan 8;

Phase 1	Phase 1 of the Development (which includes Block I, the site wide substructure works, and associated hard and soft landscaping) as shown on Plan 8;
Phase 2	Phase 2 of the Development (which includes Block J, Block K, and associated hard and soft landscaping, and excludes the site wide substructure works) as shown on Plan 8;
Phase Defects Liability Period	such period of time following Practical Completion of a Phase in which a contractor may remedy defects as may be included in the building contract for the relevant Phase;
Pipework	pipework to connect to the energy centre at the West End Gate Development and to futureproof connection to the proposed combined heat and power plant on Church Street once this becomes operational;
Plan 1	the plan annexed to this Agreement at appendix 1 with drawing number 15044-SQP-ZZ-ZZ-DP-A-PL01001 rev P2 and labelled "Plan 1" and delineating the Site;
Plan 2	the plan annexed to this Agreement at appendix 1 with reference R345-K-Z-DR(00)-00-002 and labelled "Plan 2" showing the TfL Highway Works (Permanent), the WCC Highway Works and the WCC Highway Works Phases;
Plan 3	the plan annexed to this Agreement at appendix 1 with drawing number 277685-SU-004 and labelled "Plan 3" showing for illustrative purposes the land to be stopped up;
Plan 4	the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-RF-DP-A-PL01109 rev P2 and labelled "Plan 4" showing the Publicly Accessible Open Space;
Plan 5	the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-RF-DP-A-PL01109 rev P2 and labelled "Plan 5" showing the location for the Walkway and Cycling Route;

- Plan 6** the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-00-DP-A-PL01150 rev P3 and labelled “Plan 6” showing the location of the Community Space;
- Plan 7** the plans annexed to this Agreement at appendix 1 with reference numbers 15044-SQP-02-ZZ-DP-A-PL01251 rev P3 and 15044-SQP-03-ZZ-DP-A-PL01252 rev P3 and each and labelled “Plan 7” showing the Affordable Housing Units;
- Plan 8** the plan annexed to this Agreement at appendix 1 labelled "PGPS Phasing Plan" and “Plan 8” showing the Phases of the Development;
- Plan 9** the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-RF-DP-A-PL01109 rev P2 and labelled “Plan 9” showing the Blocks at the Development;
- Plan 10** the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-ZZ-DP-A-PL01001 rev P2 and labelled “Plan 10” showing the location of the relevant part of the Subway System coloured red;
- Plan 11** the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-ZZ-DP-A-PL01001 rev P2 and labelled “Plan 11” showing the location of the relevant part of the Transport for London Rain Garden Scheme coloured red;
- Plan 12** the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-03-01-DP-A-PL01120 rev P1 and labelled “Plan 12” showing the location of the Amenity Space;
- Plan 13** the plan annexed to this Agreement at appendix 1 labelled "Existing Masterplan PP114" and “Plan 13” showing the location of the West End Gate Development;
- Plan 14** the plan annexed to this Agreement at appendix 1 with reference number 277685-SK-060 Rev B and labelled “Plan 14” showing the Paddington Green crossing works;

Plan 15	the plan annexed to this Agreement at appendix 1 with reference number 15044-SQP-ZZ-RF-DP-A-PL01109 rev P02 and labelled "Plan 15" showing the ground floor extent of Block I;
Plan 16	the plan annexed to this Agreement at appendix 1 labelled "Buses" and "Plan 16" showing the location of Bus Stop EX on Harrow Road and Bus Stop EM on Edgware Road;
Planning Application	the planning application given the City Council registered number 21/02193/FULL and GLA reference GLA/2021/1194 for the demolition of the existing building and redevelopment of the site to provide three buildings of 39, 24 and 17 storeys in height, providing residential units (including affordable units) (Class C3), commercial uses (Class E), a community use (Class F.2), landscaping, tree and other planting, public realm improvements throughout the site including new pedestrian and cycle links, provision of public art and play space, basement level excavation to provide associated plant, servicing, disabled car parking and cycle parking and connection through to the basement of the neighbouring West End Gate development;
Planning Permission	the planning permission to be granted by the GLA pursuant to the Planning Application;
Play Space Contribution	the sum of £137,992 (One Hundred and Thirty Seven Thousand Nine Hundred and Ninety Two Pounds) Index Linked paid by the Owner to the City Council towards additional play facilities within the vicinity of St Mary's Gardens;
Portfolio Agreement	the letter dated 14 January 2020 sent by the GLA to the Deputy Mayor for Policing and Crime;
Portfolio Letter	the letter dated 8 February 2021 sent by the GLA to the City Council;
Portfolio Nomination Rights	rights for the City Council to nominate the proposed tenants for the Portfolio Units in accordance with the terms of the Portfolio Letter;

Portfolio Redevelopment	the proposed redevelopment of the Portfolio Site to deliver residential accommodation including the Portfolio Units;
Portfolio Site	the land in the London Borough of Barnet referred to in the Portfolio Letter;
Portfolio Site Application	an application for planning permission permitting the redevelopment of the Portfolio Site to deliver the Portfolio Redevelopment (including as part of a wider development including other uses);
Portfolio Units	68 Affordable Housing units minus the number of any Additional Affordable Housing Units and any the Variation Affordable Housing Units that the Owner is required to provide pursuant to schedule 2, to be delivered on the Portfolio Site;
Practical Completion	the date upon which the Development or the relevant part of the Development (as the case may be) is certified as practically complete by the issue of a Certificate of Practical Completion and “ Practically Complete ” and “ Practically Completed ” shall be construed accordingly;
Programme of Works	the Owner's detailed programme for the WCC Highway Works or the relevant WCC Highway Works Phase, as appropriate;
Public Subsidy	funding from the City 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;
Publicly Accessible Open Space	the areas of land which are to be laid out within the Site as part of the Development as areas of publicly accessible open space in accordance with details to be submitted and Approved by the City Council pursuant to the provisions of paragraph 8 of schedule 1 and which are shown for illustrative purposes shaded yellow on Plan 4;
Publicly Accessible Open Space	a detailed plan for the delivery and layout of the Publicly Accessible Open Space which shall accord with Plan 4 and contain at least the following information:

- Space Delivery Plan**
- (a) the location, phasing, quantum, access and function of the Publicly Accessible Open Space;
 - (b) the hard and soft landscaping features of the Publicly Accessible Open Space including the design, specification, landscaping and boundary treatments and details of any equipment for the Publicly Accessible Open Space; and
 - (c) details of the programme for delivery of the Publicly Accessible Open Space;
- Publicly Accessible Open Space Management Plan**
- a plan for the ongoing operation, management and maintenance of the Publicly Accessible Open Space which shall set out:
- (a) full details of the permanent operation, management and maintenance specifications for the Publicly Accessible Open Space 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 (for the life of the Development) which may die or become diseased;
 - (c) details of the management of the Publicly Accessible Open Space to ensure it shall (save in respect of Permitted Closures) remain available for use by the general public for the life of the Development and how the space would be managed day and night to promote safety and security; and
 - (d) details of the Management Entity; and
 - (e) that the Owner shall have the right to remove or otherwise exclude any person in the Publicly Accessible Open Space whose demeanour or behaviour is causing nuisance or annoyance or otherwise interfering with the amenities or quiet enjoyment of the Publicly Accessible Open Space by the public or the amenity or

quiet enjoyment of the Development by the Owner or any Occupier of the Development;

Registered Provider	a registered provider of Affordable Housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and which is registered by Homes England pursuant to section 3 of that Act and has not been removed from the register pursuant to section 4 of that Act and which is approved by the Director of Housing (acting reasonably);
Regulator of Social Housing	the Regulator of Social Housing established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;
Rent Standard	any standard set by the Regulator of Social Housing in relation to rent (including any associated explanatory notes, statements or guidance) from time to time under Section 194 of the Housing and Regeneration Act 2008 pursuant to any then applicable Direction;
Reportable Unit	a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);
Reportable Unit (Energy Centre)	either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties within a Block;
Reportable Unit (Non-Residential)	a Block containing Commercial Floorspace, Community Space or communal areas associated with Residential Units with a single occupier/tenant or with multiple tenants;
Reportable Unit (Residential)	an individual Block of five or more flats or a group of five or more houses;
Residential Units	the 556 units of residential accommodation comprising 1606 Habitable Rooms to be provided as part of the Development comprising the Market Housing Units and the Affordable Housing Units;

- Review Date** the date of the submission of the Development Viability Information pursuant to paragraph 8 of schedule 2;
- RTA Purchaser** a former tenant of an Affordable Housing Unit or Additional Affordable Housing Unit or Variation Affordable Housing Units who has purchased that unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling a tenant (or tenants) of an Affordable Housing Provider to purchase their homes;
- Sale**
- (a) the sale of the freehold of a Component(s); or
 - (b) the grant of a lease of a Component(s) with a term of 125 years or more and subject to nominal rent;
- Second Carbon Dioxide Emissions Assessment** means:
- (a) an assessment, undertaken using the STROMA FSAP 10 software (Version 1.0.75) and based upon actual in-use data, of the carbon dioxide emissions of the relevant Practically Completed Phase of the Development (expressed in tonnes) so as to demonstrate whether that Phase (taking into account the total amount of the Carbon Offset Contribution paid (or to be paid) under paragraph 1.6 of schedule 1 below in respect of that Phase, and any Carbon Dioxide Emissions Additional Measures carried out within that Phase) has met the Carbon Dioxide Emission Target attributable to that Phase, or whether there is a Carbon Dioxide Emissions Target Overachievement or Carbon Dioxide Emissions Target Shortfall in respect of that Phase, and:
 - (i) if there is a Carbon Dioxide Emissions Target Shortfall, the amount of the Carbon Dioxide Emissions Target Shortfall Gap for that Phase; and
 - (ii) if there is a Carbon Dioxide Emissions Target Overachievement, the amount of the Carbon Dioxide

Emissions Target Overachievement Excess for that Phase; and

- (b) where there is a Carbon Dioxide Emissions Target Overachievement, the amount of the Carbon Offset Overspend; and
- (c) where there is a Carbon Dioxide Emissions Target Shortfall further Carbon Dioxide Emission Additional Measures to be carried out within the relevant Phase to ensure that the relevant Phase meets the Carbon Dioxide Emissions Target for that Phase;

Section 106 Monitoring Officer the City Council's Officer as designated from time to time with monitoring functions in relation to planning obligations under Section 106 of the Act;

Service Charges all amounts payable by a tenant or owner (as appropriate) of the relevant London Living Rent Housing Unit, Discounted Market Rent Housing Unit, London Shared Ownership Housing Unit or Social Rented Housing Units 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 unit;

Services Charges List those services listed in Appendix 4 of this agreement;

Site all that land and buildings known as Paddington Green Police Station 2-4 Harrow Road, London, W2 1XJ shown for identification purposes edged red on Plan 1;

Social Rented Housing rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents;

Social Rented Housing Units the 109 Affordable Housing Units as shown coloured brown on Plan 7 comprising 366 Habitable Rooms to be made available for Social Rented Housing in accordance with paragraph 2 of schedule 2 of this Agreement together with any Additional Affordable Housing Units and any Variation Affordable Housing Units which are to be delivered as Social Rented Housing;

Staircasing	the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and “ Staircased ” shall be construed accordingly;
Stopping Up Area	the part of the public highway indicatively shown hatched red on Plan 3 (and which for the avoidance of doubt excludes the subsoil);
Stopping Up Order	the stopping up order relating to the Stopping Up Area made to enable the relevant part of the Development on Newcastle Place to be undertaken and which will prevent Newcastle Place from being used by motorised vehicles other than emergency vehicles;
Stopping Up Order Costs	all reasonable costs disbursements and fees incurred by the City Council in preparing and obtaining the Stopping Up Order;
Substantial Implementation	the occurrence of all of the following in respect of the Development: (a) completion of all ground preparation works for Block I and all of the Enabling Works for the Development excluding the laying of services and sewers; (b) completion of the foundations for the core of Block I; and (c) the construction and completion of the ground floor of Block I as shown for illustrative purposes edged yellow on Plan 15;
Substantial Implementation Target Date	the date 36 months from but excluding the date of grant of the Planning Permission;
Subway Certificate of Substantial Completion	the certificate issued by or on behalf of the Owner confirming that the works required to be carried out pursuant to paragraph 12.6 of schedule 1 are substantially complete;
Subway Contribution	the payment by the City Council to the Owner of the sum of £250,000 Index Linked;

Subway Improvement Scheme	a scheme of improvements to the Subway System in order to improve the sense of safety. Improvements should be developed and delivered in accordance with Women, Girls and Gender Diverse People's Safety in Public Space Guidance or subsequent best practise public realm guidance and which for the avoidance of doubt shall not include any structural works, and the cost of carrying out such works shall not exceed the Subway Works Cap;
Subway System	the A40 pedestrian subway system which runs beneath Harrow Road north-south as shown for illustrative purposes coloured red on Plan 10;
Subway Works Cap	£250,000 Index Linked;
Subway Works Costs	the costs incurred by the Owner in carrying out and completing, or procuring the carrying out and completion of, the works required to be carried out pursuant to paragraph 12.6 of schedule 1;
Subway Works Excess	the amount by which the costs incurred by the Owner in carrying out and completing, or procuring the carrying out and completion of, the works required to be carried out pursuant to paragraph 12.6 of schedule 1 exceeds the Subway Works Cap;
Sums Due	all sums due to a Chargee of the Affordable Housing Units and/or Additional Affordable Housing Unit and/or Variation Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
Sustainable Transport Measures	measures to promote sustainable transport and encourage behavioural change (which may include without limitation the provision of physical infrastructure in order to encourage greater travel by walking and cycling including minor on-site or local area cycle improvements, annual TfL cycle hire memberships, pre-paid TfL oyster cards, cycle training);
Target Rents	rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the rent

caps, rent flexibility level and limit on changes to rents as set out in the Rent Standard from time to time;

TfL	Transport for London;
TfL Highway Landscaping Works	any hard and soft landscaping to be provided as part of the Development that is situated on any area for which TfL is the highway authority;
TfL Highway Works (Permanent)	such works to the public highways within the areas hatched blue on Plan 2 which shall comprise: <ul style="list-style-type: none">(a) repaving around the Site as necessary;(b) any associated works reasonably required to accommodate the Development including changes to highway levels, drainage, lighting, signage, traffic management orders, street furniture, street trees, other highway infrastructure, alterations to kerbs, reinstatement of redundant crossovers, creation of footways and carriageways;(c) the TfL Highway Landscaping Works;
TfL Highway Works (SUDS Alternative)	removal of the railing and infilling of the arm of the Joe Strummer subway on Edgware Road forming part of the Transport for London Rain Garden Scheme that falls within the Site to enable completion of the landscaping forming part of the Development as shown on Plan 11;
TfL Highway Works (Temporary)	such temporary works to the TfL highway in the vicinity of the Development that are necessary in order for construction vehicles to access the Site for the carrying out of the Development as agreed with TfL and which may include the installation of crossovers along Harrow Road, and amendments to the Newcastle Place bell mouth;
TfL's Technical Assurance Process	TfL's process to secure technical approval from TfL in accordance with TfL's Guidance Note "Requirements for the Development and

Acceptance of Proposals for Structures & Tunnels Capital Schemes" annexed to this Agreement at Appendix 5;

Threshold Checking Fee	such reasonable sum being the cost to the City Council of the Director of City Highways carrying out his duties under paragraphs 2 and 3 of schedule 4 to this Agreement;
Threshold Levels	the interface levels between the Development and the existing public highway;
TLRN	Transport for London Road Network;
Transport for London SUDS Scheme	that part of the Transport for London Rain Garden Scheme adjacent to Edgware Road in the south east corner of the Site as shown coloured red on Plan 11;
Transport for London SUDS Scheme Completion Notice	a notice confirming that the Transport for London SUDS Scheme has been completed;
Transport for London SUDS Scheme Inspection Notice	a notice confirming that the Development (including the laying out of the Publicly Accessible Open Space) in the immediate vicinity of the Transport for London SUDS Scheme has been completed and requesting that TfL carries out an inspection of the Transport for London SUDS Scheme within 8 weeks of receipt of this notice to identify whether any Transport for London SUDS Scheme Remedial Works need to be carried out by the Owner;
Transport for London SUDS Scheme Schedule of Condition	a schedule of condition relating to the Transport for London SUDS Scheme which shall include but not be limited to the state of condition of the following on or shortly after the date of completion of the Transport for London SUDS Scheme: (a) any vegetation, shrubs, trees or other soft landscaping that has been provided as part of the Transport for London SUDS Scheme;

(b) any paving or other hard landscaping that has been provided as part of the Transport for London SUDS Scheme;

(c) any drainage infrastructure that has been provided as part of the Transport for London SUDS Scheme and its effectiveness;

Transport for London SUDS Scheme Remedial Notice a notice confirming whether any Transport for London SUDS Scheme Remedial Works are required to be carried out and, if so, the details of those Transport for London SUDS Scheme Remedial Works;

Transport for London SUDS works to be undertaken by the Owner:

Scheme Remedial Works (a) to replace any vegetation, shrubs, trees or other soft landscaping that has been provided as part of the Transport for London SUDS Scheme that have been damaged or have died as a consequence of the Demolition Works or the Construction Works;

(b) to replace or repair any paving or other hard landscaping that has been provided as part of the Transport for London SUDS Scheme that has been damaged as a consequence of the Demolition Works or the Construction Works;

(c) to remove any blockages in the drainage infrastructure and/or to repair any damage to the drainage infrastructure and/or replace any part of the drainage infrastructure which has been provided as part of the Transport for London SUDS Scheme so blocked or damaged as a consequence of the Demolition Works or the Construction Works;

Transport for London SUDS Scheme Update Notice a notice issued by e-mail to planningobligation@tfl.gov.uk citing "Paddington Green Police Station" and requesting TfL to either:

(a) issue a Transport for London SUDS Scheme Completion Notice and a Transport for London SUDS Scheme Schedule of Condition by 31 December 2027 to the extent that TfL has not previously provided the same; or

- (b) confirm that the Transport for London SUDS Scheme will not be completed by 31 December 2027;

Travel Plan a travel plan for the Development to be submitted to the City Council for Approval in consultation with TfL pursuant to paragraph 3 of schedule 1 which shall:

- (a) promote sustainable modes of transport by Occupiers, visitors and service deliveries to the Development; and
- (b) include the information and measures set out at paragraph 3.6 of schedule 1;

**Travel Plan
Baseline Studies** survey work to monitor the modes of travel by Occupiers, visitors and service deliveries;

**Travel Plan
Monitoring** monitoring of the objectives and targets in the Approved Travel Plan aimed at reducing car use and increasing active travel during the Travel Plan Monitoring Period through survey work in accordance with the Approved Travel Plan to establish whether the Approved Travel Plan objectives and targets are being achieved;

**Travel Plan
Monitoring Fee** the sum of £2,500 Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.12 of schedule 1 towards the City Council's costs of monitoring compliance with the Travel Plan;

**Travel Plan
Monitoring Officer** a person appointed by the Owner to monitor and promote the meeting of the targets and objectives set out in the Approved Travel Plan;

**Travel Plan
Monitoring Period** the period of 7 years from the date of first Occupation of Phase 1;

**Travel Plan
Monitoring Report** a report setting out the following details:

- (a) the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of first Occupation of the Development (in the case of the first such report) including the

Travel Plan Baseline Studies or the previous Travel Plan Monitoring Report (in the case of subsequent reports);

- (b) how effectively the Approved Travel Plan has operated within the previous period compared to the Travel Plan Baseline Studies;
- (c) whether the targets and objectives set out in the Approved Travel Plan have been or are likely to be met; and
- (d) where the targets and objectives set out in the Approved Travel Plan have not been or are unlikely to be met, Sustainable Transport Measures to be carried out in order to meet the targets and objective together with a programme for implementing of such measures, and proposed revisions to the Approved Travel Plan;

Variation Affordable Housing Scheme a scheme to be prepared by the Owner and submitted to the City Council in accordance with paragraph 2.3 of schedule 2 detailing the Variation Affordable Housing Units to be provided and which:

- (a) confirms which tenure(s) the Variation Affordable Housing Units are to be provided as, and the tenure of such units shall reflect the Affordable Housing tenure split published in the City Council's adopted development plan document at the date the variation to the Planning Permission is granted;
- (b) contains 1:50 plans showing the location, size and internal layout of each Variation Affordable Housing Unit; and
- (c) provides a timetable for construction and delivery of the Variation Affordable Housing Units;

Variation Affordable Housing Units has the meaning given to it in paragraph 2.3 of schedule 2;

Walkway and Cycling Route	the areas of land which are laid out within the Site as part of the Development as areas to be accessible by the public on foot and by bicycle in accordance with the provisions of paragraph 5 of schedule 1 and which are shown illustratively hatched red on Plan 5;
WCC Highway Works	<p>such works as are reasonably required by the Director of City Highways in the areas and to the extent shown for illustrative purposes hatched yellow and hatched green on Plan 2 including all of which works shall be in accordance with the specifications standards and requirements of the City Council and in such materials as approved by the Director of City Highways and which shall comprise:</p> <ul style="list-style-type: none">(a) the installation of a new pedestrian crossing on Paddington Green at the junction with Harrow Road as shown for illustrative purposes on Plan 14;(b) repaving around the Site as necessary;(c) provision of the soft landscaping planters in the locations agreed pursuant to the relevant conditions of the Planning Permission (the “WCC Soft Landscaping”); and(d) changes to highway levels, drainage, lighting, signage, traffic management orders, street furniture, street trees, other highway infrastructure, reinstatement of redundant crossovers, creation of footway and carriageway, and all associated works (including all legal, administrative and statutory processes);
WCC Highway Works Phase	means a phase of the WCC Highway Works as shown on Plan 2;
West End Gate Development	the existing development known as West End Gate shown edged by a dotted green line on Plan 13;
White Badge Holder	means the holder of a disabled person’s badge as issued by the City of Westminster, subject to its eligibility requirements and 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;

Working Day any day except Saturday, Sunday and any bank or public holiday in England.

- 1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.3 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies the GLA the City Council and firms and all such words shall be construed interchangeably in that manner.
- 1.4 Words denoting an obligation on a party to do any act manner or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction.
- 1.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom, save for the Town and Country Planning (Use Classes) Order 1987 which shall be in the form enacted as at the date of this Agreement.
- 1.6 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 the Agreement to which they relate.
- 1.7 Where any approval, agreement, consent, expression of satisfaction, determination, opinion or other approval is to be given by any party or any person on behalf of any party to this Agreement, the same shall not be unreasonably withheld or delayed.

2 LEGAL EFFECT

- 2.1 To the extent that the obligations in this Agreement are capable of being so made, they are made pursuant to Section 106 of the Act but otherwise pursuant to Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972,

Section 115E and Section 278 of the Highways Act 1980, the Localism Act 2011 and all other powers enabling and the obligations and covenants herein contained:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
- (b) relate to the Site; and
- (c) are enforceable by the GLA and the City Council each as the local planning authority; and
- (d) are for the purposes of regulation 122 of the Community Infrastructure Levy Regulations 2010 necessary, directly related to the Development, and fairly and reasonably related in scale and kind.

2.2 Subject to clause 2.3 the obligations in this Agreement shall be binding on the Owner together with its successors in title and assigns and those deriving title under it provided that no person shall be liable for any breach of any covenant or obligation contained in this Agreement after it has parted with all of its interest in the Site or in the part of the Site to which the relevant obligation relates save in relation to any antecedent breach prior to parting with such interest.

2.3 Notwithstanding the foregoing sub clause 2.2 of this Agreement the obligations under this Agreement shall not be enforceable against:

- (a) persons who purchase or take a lease or leases for their own occupation by themselves or their lessees tenants or others (including successors in title) of a practically complete individual Residential Unit on the Site save for the obligations at paragraphs 2.2(a), (b), (c) or (d) (subject to paragraphs 3 and 4) of Schedule 2 where the individual Residential Unit is also a Social Rented Housing Unit, a London Living Rent Housing Unit, a Discounted Market Rent Housing Unit or a London Shared Ownership Housing Unit, respectively;
- (b) persons who purchase or take a lease or leases for their own occupation by themselves or their lessees tenants or others (including successors in title) of practically completed Commercial Floorspace on the Site;
- (c) any statutory undertaker or public authority (other than the Owner) which acquires any part of the Site or an interest in it for the purposes of its statutory function or functions;

- (d) subject to paragraph 4 of schedule 2, any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates; and
 - (e) any Community Space Operator save for the obligations at paragraphs 9.2 to 9.3 (inclusive) of schedule 1.
- 2.4 References in this Agreement to the City Council and the GLA shall include any successor to their statutory functions.
- 2.5 Nothing in this Agreement shall fetter prejudice or affect any provisions rights powers duties and obligations of the City Council or the GLA in the exercise of their functions as a local planning authority for the purposes of the Act or otherwise as a local authority or highway authority (as applicable).
- 2.6 No waiver (whether express or implied) by the GLA or the City Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the GLA or the City Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 2.7 If any provision in this Agreement shall in whole or in part be found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.
- 2.8 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the GLA or the City Council in the exercise of any other statutory function.
- 2.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

3 COMMENCEMENT

3.1 Save for sub-clause 5.1(b), 5.1(c) and 5.1(e) of this Agreement (which shall take effect on completion of this Agreement) the obligations in this Agreement are conditional:-

- (a) on the issue of the Planning Permission by the GLA; and
- (b) (save for clause 5.1(d), paragraphs 1.1, 1.8, 1.9, 6.1-6.3 (inclusive), 6.5-6.9 (inclusive) and paragraph 7.1 of Schedule 1, paragraphs 1 and 3 of Schedule 3, and Schedule 4 of this Agreement (which shall take effect on the issue of Planning Permission by the GLA)) Commencement of Development.

3.2 If the Planning Permission is quashed revoked expires or is modified without agreement before Commencement of Development the obligations in this Agreement shall (save for sub-clause 5.1(b) and 5.1(c) of this Agreement) cease to have effect.

4 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement.

5 COVENANTS

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

- (a) to observe and perform and cause to be observed and performed the Agreements covenants and restrictions contained in the schedules to this Agreement; and
- (b) to pay on completion of this Agreement the GLA's legal reasonable costs and disbursements in connection with the preparation of this Agreement; and
- (c) to pay on completion of this Agreement the City Council's legal reasonable costs and disbursements in connection with the preparation of this Agreement; and
- (d) to give Notice of Commencement to the Section 106 Monitoring Officer at least 20 Working Days prior to Commencement of Development; and

- (e) to pay on completion of this Agreement the sum of Twenty Thousand pounds (£20,000) to the City Council for the monitoring of the obligations as set out in this Agreement.

5.2 The GLA and the City Council covenant with the Owner to observe and perform and cause to be observed and performed the Agreements covenants and restrictions contained in the schedules to this Agreement to the extent that they are imposed on the GLA and/or the City Council as appropriate.

5.3 The Owner covenants not to:

- (a) Commence Phase 2 until Phase 1 has been Commenced; and
- (b) Occupy Phase 2 until Phase 1 has been Occupied.

6 INDEXATION

All payments to be made under this Agreement to the City Council shall be Index Linked from the date hereof to the date that payment is made, save for the Additional Landscaping Contribution, any Bus Stop Top-up Contribution, and the fees payable in accordance with sub-clauses 5.1(b), (c) and (e).

7 NOTICES

7.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party.

7.2 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Agreement and any notice to:

- (a) the GLA shall be sent to the address for the GLA given on page 1 of this Agreement or any other address previously notified by the GLA in writing;
- (b) the City Council shall be in writing and unless stated otherwise shall be addressed to the Section 106 Monitoring Officer within the Directorate of Policy, Performance & Communications City Hall, 64 Victoria Street, London SW1E 6QP and shall cite the Planning Application reference number; and

- (c) the Owner shall be in writing and addressed to the attention of the Development Manager of the Site, Berkeley Homes (Central London) Ltd, 380 Queenstown Road, SW11 8PE or any other address previously notified by the Owner in writing.

8 LOCAL LAND CHARGES

This Agreement shall be registered as a local land charge by the City Council.

9 DISPUTE

- 9.1 Any dispute or disagreement arising under this Agreement (including but not limited to where specifically indicated in this Agreement, and including any questions of reasonableness, viability and valuation, but not such as to alter the value of any Contribution) may be referred at the instance of any party for determination by a single expert whose decision shall be final and binding on the parties in the absence of fraud or manifest error.
- 9.2 Where the approval of the City Council is required pursuant to this Agreement and the City Council has not notified the Owner in writing whether or not it Approves any of the details to be submitted by the Owner pursuant to this Agreement (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt or, where the City Council is approving in consultation with another party including TfL, within 30 Days (or such shorter period as may be specified in this Agreement) the matter may be referred to an expert for determination in accordance with this clause 9 and references to the date on which details were Approved shall be deemed to refer to the date on which these details were determined in accordance with this clause.
- 9.3 The following provisions and terms of appointment shall apply to such disputes or disagreements referred to in paragraph 9.1 and/or 9.2:
 - (a) the expert shall have at least 10 years post qualification experience in the subject matter of the dispute;
 - (b) the expert shall be agreed between the parties or appointed by the President of the Royal Institute of Chartered Surveyors at the request of any party to the dispute;
 - (c) all parties may make written submissions to the expert (to be copied to the other parties) within 20 Working Days of the expert's appointment;

- (d) all parties may make further written submissions on the content of the written submissions submitted by the other parties within 20 Working Days from the receipt of such written submissions;
- (e) the expert shall disregard any representations made out of time and shall make his decision within 20 Working Days of:
 - (i) the expert's appointment if no written representations pursuant to sub-clauses 9.3(c) are made; or
 - (ii) where representations are made, receipt of the further written representations under sub clause 9.3(d) or, if none, within 20 Working Days of receipt of the written representations under sub-clause 9.3(c);
- (f) the expert's decision shall be in writing and give reasons for his decision; and
- (g) the expert's fees shall be in the award of the expert.

10 OPTION FOR OWNER OR THE CITY COUNCIL TO UNDERTAKE THE WCC HIGHWAY WORKS

- 10.1 Where it has been agreed in writing between the Director of City Highways and the Owner at least 16 weeks prior to Commencement of Development that the Owner will undertake the WCC Highway Works the Owner shall do so in accordance with the covenants obligations undertakings and restrictions relating to WCC Highway Works in schedules 4 and 5 of this Agreement.
- 10.2 Where it has been agreed in writing between the Director of City Highways and the Owner at least 16 weeks prior to Commencement of Development that the City Council will undertake the WCC Highway Works the City Council shall do so in accordance with the covenants obligations undertakings and restrictions relating to the WCC Highway Works in schedules 4 and 6 of this Agreement.
- 10.3 Where 16 weeks before the Commencement of Development it has not been agreed between the Owner and the City Council which party will undertake the WCC Highway Works then the City Council shall perform the WCC Highway Works and clause 10.2 shall apply.

11 JURISDICTION

This Agreement is governed by the law of England and Wales and the Owner, the GLA and the City Council agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of English Court.

12 ELECTRONIC EXECUTION AND COMPLETION

12.1 The parties each hereby agree that:

- (a) for the purposes of the execution of this Agreement an electronically affixed seal and/or electronic or scanned signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and
- (b) plans and other appendices (as applicable) may be electronically signed/initialled; and
- (c) this Agreement may be electronically dated and completed; and
- (d) further to completion of this Agreement each party will accept an electronic copy of the executed and completed Agreement in lieu of a hardcopy document.

IN WITNESS of the above the Owner and the GLA have executed this document as a Deed and the City Council has affixed its electronic seal

SCHEDULE 1

1 PAYMENT OF CONTRIBUTIONS

- 1.1 The Owner shall pay the Play Space Contribution to the City Council in full prior to Commencement of the Development and shall not Commence the Development until the Play Space Contribution has been paid in full to the City Council.
- 1.2 The Owner shall pay the Bus Stop Contribution to the City Council in full at least 12 months prior to Occupation of the Development.
- 1.3 The Owner shall not Occupy the Development until the Bus Stop Contribution has been paid in full to the City Council.
- 1.4 The Owner shall pay the Cycle Improvements Contribution to the City Council in full at least 12 months prior to Occupation of the Development.
- 1.5 The Owner shall not Occupy the Development or allow the Occupation of the Development until the Cycle Improvements Contribution has been paid in full to the City Council.
- 1.6 Subject to paragraph 10.9 of this schedule 1, the Owner shall pay the Carbon Offset Contribution to the City Council as follows:
 - (a) 50% of the Carbon Offset Contribution prior to Occupation of Phase 1; and
 - (b) 50% of the Carbon Offset Contribution prior to Occupation of Phase 2.
- 1.7 The Owner shall not:
 - (a) Occupy Phase 1 or allow the Occupation of Phase 1 until the first 50% of the Carbon Offset Contribution has been paid to the City Council; and
 - (b) Occupy Phase 2 or allow the Occupation of Phase 2 until the remaining 50% of the Carbon Offset Contribution has been paid to the City Council.
- 1.8 The Owner shall pay the Employment and Skills Contribution to the City Council prior to Commencement of Development.

- 1.9 The Owner shall not Commence the Development or allow the Commencement of Development until the Employment and Skills Contribution has been paid to the City Council.
- 1.10 The Owner shall pay the Legible London Contribution to the City Council prior to Occupation of Phase 2.
- 1.11 The Owner shall not Occupy Phase 2 or allow Occupation of Phase 2 until the Legible London Contribution has been paid to the City Council.
- 1.12 The Owner shall pay the Travel Plan Monitoring Fee to the City Council prior to Occupation of the Development.
- 1.13 The Owner shall not Occupy the Development or allow Occupation of the Development until the Travel Plan Monitoring Fee has been paid to the City Council.
- 1.14 The Owner shall pay the Bus Stop Top-up Contribution within 14 days of receipt of demand for the same from the City Council.

2 PARKING PERMIT

- 2.1 The Owner undertakes not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit (other than a White Badge Holder) to apply for a Parking Permit for any controlled parking zones in the City of Westminster.
- 2.2 The Owner undertakes that all material utilised for advertising or marketing each and every individual Residential Unit within the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a White Badge Holder) will be issued by the City Council for any Residential Unit.
- 2.3 The Owner undertakes that each lease, tenancy agreement, licence and any other instrument granting a right to Occupy any Residential Unit within the Development shall contain a statement that under this Agreement no Occupier (other than a White Badge Holder) of any Residential Unit within the Site will be entitled to apply for or hold a Parking Permit.

3 TRAVEL PLAN

- 3.1 No later than six months prior to first Occupation of the Development the Owner shall:

- (a) submit the Travel Plan to the City Council in liaison with TfL for Approval;
 - (b) notify the City Council of the name and contact details of the proposed Travel Plan Monitoring Officer.
- 3.2 No part of the Development shall be Occupied unless and until the Owner has:
- (a) submitted and obtained the City Council's Approval to a Travel Plan in consultation with TfL (or the Travel Plan has been or determined as approved by an expert in accordance with clause 9); and
 - (b) appointed a Travel Plan Monitoring Officer and notified the City Council and TfL of the name and contact details of such officer.
- 3.3 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the Travel Plan submitted by the Owner pursuant to paragraph 3.1 in liaison with TfL (and if it does not Approve it, the reason(s) why it is not Approved) within 30 Working Days of receipt of the Travel Plan from the Owner.
- 3.4 In the event that the City Council notifies the Owner that it does not Approve the Travel Plan, the Owner shall submit a revised Travel Plan to the City Council in liaison with TfL within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 3.3 above. The process in paragraph 3.3 and this paragraph 3.4 shall be repeated until the Travel Plan is Approved by the City Council (in consultation with TfL) or an expert in accordance with clause 9.
- 3.5 The Owner shall thereafter implement, comply with and use reasonable endeavours to 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 City Council.
- 3.6 The Owner covenants with and undertakes to the City Council that the Travel Plan shall:
- (a) include a specimen welcome pack for all Occupiers of the Residential Units and for all tenants of the Commercial Floorspace, as applicable;

- (b) contain clear commitments to measures aimed at:
 - (i) providing and promoting public transport information (for example, maps, routes and timetables);
 - (ii) positively influencing the travel behaviour of residents, employees, delivery and servicing trips and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car; and
 - (iii) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use;
 - (c) provide objectives and targets over the life of the Travel Plan aimed at reducing car use and increasing active travel and more sustainable modes of transport;
 - (d) set out how monitoring travel surveys will be undertaken, including that the Travel Plan Baseline Studies shall be undertaken on or around the date that is six months after first Occupation of the Development;
 - (e) contain proposals for monitoring compliance with the Travel Plan and achievement of the objectives and targets; and
 - (f) set out a clear process for review, consultation and approval of changes (and specifically targets) with the City Council in liaison with TfL.
- 3.7 In order to monitor the effectiveness of the Travel Plan the Owner shall undertake the Travel Plan Baseline Studies on or around the date that is six months after first Occupation of the Development and during the Travel Plan Monitoring Period carry out the Travel Plan Monitoring.
- 3.8 The Owner shall within ten Working Days of the first, third, fifth and seventh anniversaries of the date of first Occupation of the Development, submit a Travel Plan Monitoring Report to the City Council for Approval in consultation with TfL.
- 3.9 Following submission of each Travel Plan Monitoring Report, the Owner and the City Council shall use reasonable endeavours to agree any necessary changes to the Approved Travel Plan (in consultation with TfL) to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

- 3.10 Where a Travel Plan Monitoring Report shows that any of the objectives and targets set out in the Approved Travel Plan have not been achieved or are unlikely to be achieved, the Owner shall implement the Sustainable Transport Measures that are set out in such Approved Travel Plan Monitoring Report in accordance with the timetable set out therein.

4 STOPPING UP ORDER

- 4.1 The Owner undertakes not to complete or cause or permit the completion of the ground floor slab of the Development unless and until the Stopping Up Order Costs have been paid to the City Council.
- 4.2 The Owner undertakes not to complete the ground floor slab of the Development until the Stopping Up Order has been confirmed.

5 WALKWAY AND CYCLING ROUTE

- 5.1 The Owner undertakes not to Occupy a Phase or cause or permit the Occupation of each Phase until:
- (a) the Walkway within that Phase has been carried out and completed in accordance with approved details to the satisfaction of the Highway Officer; and
 - (b) they have dedicated the Walkway in that Phase by entering into a walkway agreement in the form shown at Appendix 3 (amended as necessary to reflect the terms of the remainder of this Agreement) at no cost to the City Council.

6 EMPLOYMENT AND SKILLS PLAN

- 6.1 The Owner shall submit a draft Employment and Skills Plan in respect of the Demolition Works during the Demolition Period to the City Council for Approval within one month of commencement of the Demolition Works.
- 6.2 The Owner shall submit a draft Employment and Skills Plan in respect of the Construction Works during the Construction Period for Phase 1 to the City Council for Approval at least one month prior to Commencement of Phase 1 and shall not Commence Phase 1 unless and until the draft Employment and Skills Plan for the Construction Works during the Construction Period for Phase 1 has been Approved by the City Council or determined as approved by an expert in accordance with clause 9.

- 6.3 The Owner shall submit a draft Employment and Skills Plan in respect of the Construction Works during the Construction Period for Phase 2 to the City Council for Approval at least one month prior to Commencement of Phase 2 and shall not Commence Phase 2 unless and until the draft Employment and Skills Plan for the Construction Works during the Construction Period for Phase 2 has been Approved by the City Council or determined as approved by an expert in accordance with clause 9.
- 6.4 The Owner shall submit a draft Employment and Skills Plan in respect of the End Use Period to the City Council for Approval prior to Occupation of the Commercial Floorspace within the Development and shall not Occupy the Commercial Floorspace unless and until the draft Employment and Skills Plan in respect of the End Use Period has been Approved in writing by the City Council or determined as approved by an expert in accordance with clause 9.
- 6.5 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the relevant Employment and Skills Plan submitted by the Owner pursuant to paragraphs 6.1, 6.2, 6.3 or 6.4 (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the relevant Employment and Skills Plan from the Owner.
- 6.6 In the event that the City Council notifies the Owner that it does not Approve the relevant Employment and Skills Plan, the Owner shall submit a revised Employment and Skills Plan to the City Council within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 6.5 above. The process in paragraph 6.5 and this paragraph 6.6 shall be repeated until the relevant Employment and Skills Plan is Approved.
- 6.7 The Owner recognises that each draft Employment and Skills Plan shall be target driven and shall include:
- (a) employment initiatives and opportunities relating to the Demolition Period, the Construction Period for each Phase and the End Use Period (as the case may be) and details of delivery;
 - (b) initiatives to work with new employees and employers including the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcomes;
 - (c) a target for the recruitment of employees from within the administrative area of the City Council at the Development by or through HIRE Westminster (part of the Economic

Development & Regeneration team of the City Council) or any other organisation agreed with the City Council, as may reasonably be considered appropriate;

- (d) the timings and arrangement for implementation of such initiatives;
- (e) suitable mechanisms for monitoring the effectiveness of such initiatives; and
- (f) quarterly reports to be submitted to the City Council confirming the number of Local Residents employed via each Approved Employment and Skills Plan.

6.8 The Owner shall comply with the provisions of each Approved Employment and Skills Plan and shall use reasonable endeavours to achieve all employment targets set out in each Approved Employment and Skills Plan.

6.9 The Owner shall use reasonable endeavours to ensure that all contractors and sub-contractors working in relation to the Demolition Period and the Construction Period for each Phase (as the case may be) work in partnership with the Owner's training provider(s) to implement, once Approved, the Approved Employment and Skills Plan which relates to the Demolition Period and the Construction Period for each Phase respectively.

6.10 Following the issue of the Certificate of Practical Completion in relation to the Commercial Floorspace and until the end of the End Use Period the Owner shall use reasonable endeavours to encourage Occupiers of the Commercial Floorspace to:

- (a) advertise job opportunities in relation to the Commercial Floorspace within the City Council's administrative area;
- (b) promote job opportunities to Local Residents;
- (c) engage with local employment brokerage services to advertise job opportunities in relation to the Commercial Floorspace; and
- (d) offer employment to Local Residents SUBJECT TO any offer of employment made to any individual being at the commercial Occupiers' absolute discretion.

7 TFL HIGHWAY WORKS

- 7.1 The Owner covenants not to commence any Demolition Works or Construction Works which require construction access from those parts of Harrow Road being TfL highway until the Owner has entered into an agreement under section 278 of the Highways Act 1980 with TfL in respect of the TfL Highway Works (Temporary) and a certificate of practical completion has been issued in respect of the TfL Highway Works (Temporary) in accordance with the terms of such agreement.
- 7.2 The Owner covenants not to Occupy any part of Block K at the Development until the Owner has entered into an agreement with TfL under section 278 of the Highways Act 1980 in respect of the TfL Highway Works (Permanent) and not to Occupy more than 50% of Block K unless and until a certificate of practical completion has been issued in respect of the TfL Highway Works (Permanent) in accordance with the terms of such agreement.
- 7.3 The Owner covenants not to implement any TfL Highway Landscaping Works unless the Owner has entered into an agreement with TfL pursuant to paragraph 7.2 above and such agreement shall include provision for the maintenance of the TfL Highway Landscaping Works on terms to be agreed between the Owner and TfL.

8 PUBLICLY ACCESSIBLE OPEN SPACE DELIVERY AND MANAGEMENT

- 8.1 The Owner undertakes not to Commence Above Ground Works until a Publicly Accessible Open Space Delivery Plan has been submitted to the City Council for Approval (in consultation with TfL) and the City Council has Approved the same (in consultation with TfL) or the Publicly Accessible Open Space Delivery Plan has been approved by an expert pursuant to clause 9.
- 8.2 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the Publicly Accessible Open Space Delivery Plan submitted by the Owner pursuant to paragraph 8.1 (and if it does not Approve it, the reason(s) why it is not Approved) within 30 Working Days of receipt of the Publicly Accessible Open Space Delivery Plan from the Owner.
- 8.3 In the event that the City Council notifies the Owner that they do not Approve the Publicly Accessible Open Space Delivery Plan (in consultation with TfL), the Owner shall submit a revised Publicly Accessible Open Space Delivery Plan to the City Council within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 8.2 above. The process in paragraph 8.2 and this paragraph 8.3 shall be repeated until the Publicly Accessible Open Space Delivery Plan is Approved.

- 8.4 The Owner shall Practically Complete the Publicly Accessible Open Space in strict accordance with the Approved Publicly Accessible Open Space Delivery Plan to the City Council's satisfaction and make the Publicly Accessible Open Space available to the public in accordance with the programme in the Approved Publicly Accessible Open Space Delivery Plan.
- 8.5 The Owner shall ensure that each part of the Publicly Accessible Open Space shall remain available free of charge for public access 24 hours a day at all times for the life of the Development from the date that it is Practically Completed and shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space (and each part thereof) in accordance with the terms of the Approved Publicly Accessible Open Space Management Plan SUBJECT TO:
- (a) Permitted Closures; and
 - (b) any lawful requirements of the police or any other Competent Authority.
- 8.6 Where the Publicly Accessible Open Space (or any part thereof) is subject to a Permitted Closure, it shall be re-opened as soon as reasonably practicable thereafter in accordance with a programme and timescales previously Approved by the City Council and such re opening will be notified promptly to the City Council in writing.
- 8.7 Except in respect of the Permitted Closures and compliance with any lawful requirements of the police or any other Competent Authority, the Owner shall not without the City Council's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the completed Publicly Accessible Open Space except in accordance with the Approved Publicly Accessible Open Space Delivery Plan or the Approved Publicly Accessible Open Space Management Plan.
- 8.8 The Owner shall submit a Publicly Accessible Open Space Management Plan to the City Council for Approval prior to the Practical Completion of the Publicly Accessible Open Space and shall not Occupy the Development until the Publicly Accessible Open Space Management Plan has been submitted to and Approved by the City Council or determined as approved by an expert in accordance with clause 9.
- 8.9 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the Publicly Accessible Open Space Management Plan submitted by the Owner

pursuant to paragraph 8.8 (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the Publicly Accessible Open Space Management Plan from the Owner.

- 8.10 In the event that the City Council notifies the Owner that they do not Approve the Publicly Accessible Open Space Management Plan, the Owner shall submit a revised Publicly Accessible Open Space Management Plan to the City Council within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 8.9 above. The process in paragraph 8.9 and this paragraph 8.10 shall be repeated until the Publicly Accessible Open Space Management Plan is Approved.
- 8.11 Following Practical Completion of the relevant part of the Publicly Accessible Open Space, the Owner shall operate, manage and maintain that part of the Publicly Accessible Open Space in accordance with the Publicly Accessible Open Space Management Plan Approved by the City Council for the life of the Development or until such time as the freehold or a lease of that part of the Publicly Accessible Open Space is transferred or granted to a Management Entity who shall thereafter become responsible and liable for the operation, management and maintenance of that part of the Publicly Accessible Open Space in accordance with the Approved Publicly Accessible Open Space Management Plan for the life of the Development in accordance with paragraphs 8.4, 8.5, 8.6, 8.7 and this paragraph 8.11 as successor in title and any other Owner of that part of the Publicly Accessible Open Space shall not be required to comply with the obligations in this paragraph for so long as the Management Entity has an interest in that part of the Publicly Accessible Open Space.

9 COMMUNITY SPACE

9.1 Delivery

- (a) The Owner shall not Occupy more than 50% of Phase 1 until the Community Space Specification has been submitted to the City Council and the Community Space Specification has been Approved.
- (b) The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the Community Space Specification submitted by the Owner pursuant to paragraph 9.1(a) (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the Community Space Specification from the Owner.

- (c) In the event that the City Council notifies the Owner that it does not Approve the Community Space Specification, the Owner shall submit a revised Community Space Specification to the City Council within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 9.1(b) above. The process in paragraph 9.1(b) and this paragraph 9.1(c) shall be repeated until the Community Space Specification is Approved.
- (d) The Owner shall use reasonable endeavours to finalise the Community Space Specification in conjunction with local stakeholders including but not necessarily limited to the GLA, the City Council and the local community.
- (e) The Owner shall not to Occupy more than 50% of the Residential Units until the Community Space has been completed in accordance with the Approved Community Space Specification to the satisfaction of the City Council.
- (f) The Owner shall use reasonable endeavours to enter into a lease with the Community Space Operator for the Occupation of the Community Space at a peppercorn rent prior to Occupation of more than 50% of the Residential Units.

9.2 Strategy

- (a) The Owner shall not Occupy or permit or allow the Community Space Operator to Occupy the Community Space until the Community Space Strategy has been submitted by them to the City Council and the Community Space Strategy has been Approved.
- (b) The City Council shall use reasonable endeavours to notify the Owner and/or Community Space Operator (as applicable) in writing whether or not it Approves the Community Space Strategy submitted by the Owner and/or Community Space Operator (as applicable) pursuant to paragraph 9.2(a) above (and if it does not Approve it, the reason(s) why it is not Approved) within 10 Working Days of receipt of the Community Space Strategy from the Owner and/or the Community Space Operator (as applicable).
- (c) In the event that the City Council notifies the Owner and/or the Community Space Operator (as applicable) that it does not Approve the Community Space Strategy, the Owner and/or the Community Space Operator (as applicable) shall submit a revised Community Space Strategy to the City Council within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 9.2(b) above. The process in

paragraph 9.2(b) and this paragraph 9.2(c) shall be repeated until the Community Space Strategy is Approved.

- (d) Thereafter, the Owner and/or the Community Space Operator (as applicable) shall fully implement and comply with the Approved Community Space Strategy for the duration that the Development or any part of the Development remains Occupied, unless otherwise agreed by the City Council.

9.3 Provision

- (a) Unless otherwise agreed by the City Council or in the Approved Community Space Strategy, not to Occupy the Community Space other than as Community Space for the benefit of local community groups and the community in accordance with the Approved Community Space Strategy.

- (b) Other than as may be agreed with the City Council:

- (i) the Community Space shall be made available by the Owner and/or the Community Space Operator (as applicable); and
- (ii) any charges levied for the Community Space by the Owner and/or the Community Space Operator shall be,

in accordance with the Approved Community Space Strategy.

- (c) Unless otherwise agreed by the City Council, the Owner shall submit or procure that the Community Space Operator shall submit an annual monitoring report in respect of the operation and performance of the Approved Community Space Strategy to the City Council on each anniversary of the date of the Approval of the Community Space Strategy for a 10 year period commencing on the date of the Approval of the Community Space Strategy and shall implement any reasonable recommendations made by the City Council in respect of the operation of the Approved Community Space Strategy within one month of those recommendations being made by the City Council as if those recommendations formed part of the Approved Community Space Strategy.

10 CARBON EMISSIONS REDUCTION

- 10.1 Within three months of the Practical Completion of each of Phase 1 and Phase 2 of the Development, the Owner shall confirm that the Energy Strategy has been implemented in full for that Phase and shall undertake and submit the First Carbon Dioxide Emissions Assessment in respect of that Phase to the City Council for Approval.
- 10.2 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the First Carbon Dioxide Emissions Assessment for the relevant Phase (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the relevant First Carbon Dioxide Emissions Assessment from the Owner.
- 10.3 In the event that the City Council notifies the Owner that it does not Approve the First Carbon Dioxide Emissions Assessment for the relevant Phase, the Owner shall submit a revised First Carbon Dioxide Emissions Assessment to the City Council within 20 Working Days of receipt of the notice from the City Council pursuant to paragraph 10.2 above. The process in paragraph 10.2 and this paragraph 10.3 shall be repeated until the relevant First Carbon Dioxide Emissions Assessment is Approved by the City Council or an expert in accordance with clause 9.
- 10.4 In the event that the relevant Approved First Carbon Dioxide Emissions Assessment demonstrates that there is a Carbon Dioxide Emissions Target Shortfall for that Phase, the Owner shall use reasonable endeavours to implement the Carbon Dioxide Emissions Additional Measures identified in the relevant Approved First Carbon Dioxide Emissions Assessment within a reasonable period following the date of receipt of the City Council's Approval of the relevant First Carbon Dioxide Emissions Assessment and in any event prior to the later of the first anniversary of first Occupation of that Phase and the end date of the Phase Defects Liability Period for that Phase.
- 10.5 Within one month of the first anniversary of the date of first Occupation of each of Phase 1 and Phase 2 the Owner shall undertake and submit the Second Carbon Dioxide Emissions Assessment in respect of the relevant Phase to the City Council for Approval.
- 10.6 In the event that the relevant Second Carbon Dioxide Emissions Assessment demonstrates that there is a Carbon Dioxide Emissions Target Shortfall for that Phase, the Owner shall identify further Carbon Dioxide Emissions Additional Measures in the Second Carbon Dioxide Emissions Assessment and the Owner shall implement the further Carbon Dioxide Emissions Additional Measures in the Approved Second Carbon Dioxide Emissions Assessment within a reasonable period following the date of receipt of the City Council's Approval of the relevant

Second Carbon Dioxide Emissions Assessment and in any event prior to the later of the Second anniversary of first Occupation of that Phase and the first anniversary of end date of the Phase Defects Liability Period for that Phase.

- 10.7 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the Second Carbon Dioxide Emissions Assessment for the relevant Phase (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the relevant Second Carbon Dioxide Emissions Assessment from the Owner.
- 10.8 In the event that the City Council notifies the Owner within the required 20 Working Days that it does not Approve the Second Carbon Dioxide Emissions Assessment, the Owner shall submit a revised Second Carbon Dioxide Emissions Assessment to the City Council within 20 Working Days of receipt of the notice from the City Council pursuant to paragraph 10.7 above. The process in paragraph 10.7 and this paragraph 10.8 shall be repeated until the relevant Second Carbon Dioxide Emissions Assessment is Approved by the City Council or an expert in accordance with clause 9.
- 10.9 In the event that the Approved Second Carbon Dioxide Emissions Assessment for Phase 1 demonstrates that there is a Carbon Dioxide Emissions Target Overachievement for Phase 1:
- (a) where the Carbon Offset Contribution Second Instalment has not yet been paid by the Owner, where:
 - (i) the amount of the Carbon Offset Contribution Second Instalment is more than the amount of such Carbon Offset Overspend, the amount of the Carbon Offset Contribution Second Instalment shall be reduced by the amount of the Carbon Offset Overspend identified in the Approved Second Carbon Dioxide Emissions Assessment for Phase 1; and
 - (ii) the amount of the Carbon Offset Contribution Second Instalment is less than the amount of such Carbon Offset Overspend, the City Council shall reimburse the difference to the Owner no later than 8 weeks from the date that the City Council notifies the Owner of its Approval of the Second Carbon Dioxide Emissions Assessment for Phase 1, and the Owner shall not be required to pay the Carbon Offset Contribution Second Instalment; and
 - (b) where the Carbon Offset Contribution Second Instalment has been paid by the Owner, the City Council shall reimburse the amount of the Carbon Offset Overspend identified

in the Approved Second Carbon Dioxide Emissions Assessment for Phase 1 to the Owner within no later than 8 weeks of the date that the City Council notifies the Owner of its Approval of the Second Carbon Dioxide Emissions Assessment for Phase 1.

10.10 In the event that the Approved Second Carbon Dioxide Emissions Assessment for Phase 2 demonstrates that there is a Carbon Dioxide Emissions Target Overachievement for Phase 2, the City Council shall reimburse the amount of the Carbon Offset Overspend identified in the Approved Second Carbon Dioxide Emissions Assessment for Phase 2 to the Owner no later than 8 weeks from the date that the City Council notifies the Owner of its Approval of the Second Carbon Dioxide Emissions Assessment for Phase 2.

11 BE SEEN ENERGY MONITORING

11.1 Prior to Occupation of each of Phase 1 and Phase 2 the Owner shall:

- (a) provide to the GLA accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit in the relevant Phase of the Development, as per the methodology outlined in the 'As-built stage' chapter / section of the 'Be Seen' Guidance, and for the avoidance of doubt all data and supporting evidence shall be submitted to the GLA using the 'Be Seen' As-built Webform; and
- (b) confirm to the GLA that suitable monitoring devices have been installed in the relevant Phase for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' chapter / section of the 'Be Seen' Guidance.

11.2 Within one month of:

- (a) the first anniversary of the date of first Occupation of each of Phase 1 and Phase 2; or
- (b) the end date of the relevant Phase Defects Liability Period for each of Phase 1 and Phase 2,

(whichever is the later) and each anniversary of that later date for a period of four years, the Owner shall provide to the GLA accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit in the relevant Phase of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the 'Be Seen' Guidance, and for the avoidance of doubt all data and supporting evidence shall be submitted to the GLA using the 'Be Seen' In-use Webform.

11.3 In the event that the 'In-use stage' evidence submitted under paragraph 11.2 of this schedule shows that the 'As-built stage' performance estimates provided in accordance with paragraph 11.1 of this schedule have not been or are not being met for the relevant Phase, the Owner shall in respect of that Phase:

- (a) as soon as reasonably practicable, investigate and identify the causes of underperformance and the potential mitigation measures; and
- (b) as soon as reasonably practicable, submit an action plan to the GLA for Approval, and which shall identify mitigation measures which would be reasonably practicable to implement and a proposed timescale for implementation; and
- (c) implement the action plan (and mitigation measures contained within that action plan) Approved by the GLA as soon as reasonably practicable.

11.4 Not to Occupy each of Phase 1 and Phase 2 until the Owner has provided to the GLA an updated residential 'Be Lean' Assessment for the relevant Phase (together with all supporting modelling) that achieves at least 10% reduction over Part L 2021 in accordance with the submitted 'Sustainability Statement' dated January 2023 and a 'Be Green' Assessment for the relevant Phase (with all supporting modelling) that achieves the Carbon Dioxide Emissions Target for Residential for that Phase in accordance with the submitted 'Sustainability Statement' dated January 2023 and which shall in the case of Phase 2 also demonstrate that the Development achieves the overall Carbon Dioxide Emissions Target for Residential (which for the avoidance of doubt is 68%).

12 SUBWAY IMPROVEMENT SCHEME

12.1 The Owner shall prior to completion of the ground floor slab submit the detailed design and programme for the carrying out of the Subway Improvement Scheme to the City Council and TfL for Approval and in securing Approval by TfL the Owner shall comply with TfL's Technical Assurance Process.

12.2 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not they Approve (in consultation with TfL) the detailed design of and programme for the Subway Improvement Scheme submitted by the Owner pursuant to paragraph 12.1 (and if they do not Approve it, the reason(s) why it is not Approved) within 30 Working Days of receipt of the detailed design and programme from the Owner.

- 12.3 In the event that the City Council notify the Owner (in consultation with TfL) that they do not Approve any part of the detailed design of and programme for the Subway Improvement Scheme, the Owner shall submit a revised detailed design and programme to the City Council and TfL within 30 Working Days of receipt of the notice from the City Council (and in the case where the City Council does not Approve the detailed design and programme, whichever notice is issued later) pursuant to paragraph 12.2 above. The process in paragraph 12.2 and this paragraph 12.3 shall be repeated until the detailed design of and programme for the Subway Improvement Scheme is Approved by the City Council or an expert in accordance with clause 9.
- 12.4 The Owner shall enter into an agreement under section 278 of the Highways Act 1980 with the City Council in respect of the Subway Improvement Scheme before implementation of the Subway Improvement Scheme works and shall not implement any such works until such agreement has been entered into.
- 12.5 The Owner shall not enter into an agreement under section 278 of the Highways Act 1980 with the City Council in respect of the Subway Improvement Scheme nor implement the Subway Improvement Scheme until TfL has issued Approval in Principle in respect of the Subway Improvement Scheme.
- 12.6 Following Approval of the detailed design and programme for the Subway Improvement Scheme, the Owner having entered into an agreement under section 278 of the Highways Act 1980 with the City Council, and TfL having issued the Approval in Principle in respect of the Subway Improvement Scheme, the Owner shall carry out and complete the Subway Improvement Scheme in accordance with the Approved detailed design and programme (unless otherwise agreed in writing with the City Council), the agreement under section 278 of the Highways Act 1980, and the Approval in Principle in respect of the Subway Improvement Scheme.
- 12.7 The Owner shall give the Director of City Highways not less than 15 Working Days' notice of the Owner's intention to issue the Subway Certificate of Substantial Completion to enable the Director of City Highways to inspect the Subway Improvement Scheme and the Director of City Highways shall inform the Owner (in consultation with TfL) within 20 Working Days of receipt of the said notice whether or not they wish to inspect the Subway Improvement Scheme and if the Director of City Highways gives notice to the Owner that they wish to inspect the Subway Improvement Scheme they shall do so within five Working Days of such notice and the Owner shall procure that proper account is taken of any representations made by or on behalf of the

Director of City Highways which representations shall be made either during such inspection or no later than three Working Days thereafter.

- 12.8 In respect of inspections and sign-off by TfL of the Subway Improvement Scheme the Owner shall comply with any inspections or sign-off process requested by TfL through TfL's Technical Assurance Process.
- 12.9 The Owner shall issue the draft Subway Certificate of Substantial Completion to the Director of City Highways and the Director of City Highways' signing of the Subway Certificate of Substantial Completion shall constitute the Director of City Highways' agreement that that part of Subway Improvement Scheme on the City Council's public highway is complete.
- 12.10 The City Council hereby authorise the Owner and any contractor and any sub-contractor employed by the Owner (or by the contractor as the case may be) to enter upon and remain upon with or without workmen plant and machinery such land in the vicinity of the Subway System under the ownership and control of the City Council, as shall be reasonably necessary and for such period as may be reasonably necessary to execute or complete any relevant part or parts of the Subway Improvement Scheme.
- 12.11 Unless agreed otherwise with the City Council, not to Occupy more than 75% of the Market Housing Units until the Subway Certificate of Substantial Completion has been issued and all effects or works identified during inspections by the City Council or TfL have been completed to the City Council's and TfL's satisfaction.
- 12.12 Within 30 days of the date of completion of the Subway Improvement Scheme (as evidenced in accordance with paragraph 12.9 above), the Owner shall issue a written statement of account of the Subway Works Costs to the City Council for Approval.
- 12.13 In the event that the City Council receives the Merchant Square Subway Contribution:
- (a) within 20 Working Days of receipt of the Merchant Square Subway Contribution, the City Council shall notify the Owner in writing of receipt and the amount of the Merchant Square Subway Contribution;
 - (b) within 20 Working Days of receipt of the notice from the City Council pursuant to (a) above, the Owner shall issue a written demand (which shall contain the Owner's bank account details for payment) for the Subway Contribution; and

- (c) within 30 Working Days of receipt of a written demand from the Owner for the Subway Contribution, the City Council shall pay the Subway Contribution to the Owner.

12.14 The Owner shall pay the Additional Landscaping Contribution to the City Council within 20 Working Days of receipt of the Subway Contribution from the City Council.

13 CONNECTION TO COMBINED HEAT AND POWER PLANT

13.1 The Owner undertakes to install the Pipework relevant to each Block prior to Occupation of that Block and the Owner shall not Occupy any Block until the relevant Pipework for that Block has been installed.

13.2 The Owner covenants that upon the proposed combined heat and power plant on Church Street becoming operational it shall use reasonable endeavours to connect the Development to the proposed combined heat and power plant on Church Street via the West End Gate Development at the Owner's cost and to provide the GLA and the City Council evidence of the reasonable endeavours taken to achieve the said connection.

14 TFL SUDS SCHEME

14.1 The Owner covenants with the City Council no earlier than 31 July 2027 and no later than 30 September 2027 to send to TfL the Transport for London SUDS Scheme Update Notice.

14.2 In the event that TfL serves the Transport for London SUDS Scheme Completion Notice and the Transport for London SUDS Scheme Schedule of Condition on the Owner by 31 December 2027 (or such other date agreed in writing between the Owner and the City Council in consultation with TfL) the Owner covenants with the City Council:

- (a) within 8 weeks of completion (as evidenced by the issue of a certificate of practical completion) of the TfL Highway Works (Permanent), to serve the Transport for London SUDS Scheme Inspection Notice and the Owner's SUDS Scheme Schedule of Condition on TfL; and
- (b) if TfL serves the Transport for London SUDS Scheme Remedial Notice on the Owner within 8 weeks of the date of receipt of the Transport for London SUDS Scheme Inspection Notice by TfL and such notice requires the Owner to carry out any Transport for London SUDS Scheme Remedial Works, the Owner shall:

- (i) carry out and complete the Transport for London SUDS Scheme Remedial Works identified in the Transport for London SUDS Scheme Remedial Notice;
- (ii) enter into an agreement under section 278 of the Highways Act 1980 with TfL in respect of the Transport for London SUDS Scheme Remedial Works identified in the Transport for London SUDS Scheme Remedial Notice before implementation of those works and shall not implement any such Transport for London SUDS Scheme Remedial Works until such agreement has been entered into;
- (iii) not to Occupy more than 90% of Block K until it has entered into a section 278 Agreement in accordance with paragraph 14.2(b)(ii) above; and
- (iv) thereafter carry out such Transport for London SUDS Scheme Remedial Works in accordance with the terms of such agreement.

14.3 In the event that TfL does not serve the Transport for London SUDS Scheme Completion Notice and the Transport for London SUDS Scheme Schedule of Condition on the Owner by 31 December 2027 (or such other date agreed in writing between the Owner and the City Council in consultation with TfL), the Owner shall:

- (a) enter into an agreement under section 278 of the Highways Act 1980 with TfL in respect of the TfL Highway Works (SUDS Alternative) prior to commencement of the TfL Highway Works (SUDS Alternative) (and in any case prior to Occupation of any part of Block K) and shall not implement any TfL Highway Works (SUDS Alternative) until such agreement has been entered into; and
- (b) thereafter carry out and complete the TfL Highway Works (SUDS Alternative) in accordance with the terms of such agreement; and
- (c) not to Occupy more than 50% of Block K until the TfL Highway Works (SUDS Alternative) have been completed in accordance with the agreement entered into under section 278 of the Highways Act 1980 with TfL in accordance with sub-paragraph 14.3(a).

SCHEDULE 2

AFFORDABLE HOUSING AND VIABILITY REVIEW

Part 1

Affordable Housing

1 AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1 The Owner shall provide not less than 39 per cent (by Habitable Room) of the Residential Units as Affordable Housing Units.
- 1.2 The Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split and the remaining paragraphs below.
- 1.3 Nothing in this schedule requires the Owner to provide more than 50 per cent (by Habitable Room) of the Residential Units as Affordable Housing PROVIDED THAT the tenure split of the Affordable Housing Units accords with the Affordable Housing Tenure Split.

2 AFFORDABLE HOUSING PROVISION

- 2.1 The Owner shall:
- (a) construct or procure the construction of the Affordable Housing Units;
 - (b) if any Additional Affordable Housing Units are required, construct or procure the construction of those units in accordance with the Additional Affordable Housing Scheme approved by the City Council;
 - (c) ensure that all of the Affordable Housing Units and Additional Affordable Housing Units are designed and built to meet the quality and design standards of the London Plan and associated planning guidance to the extent compatible with the Planning Permission;
 - (d) within six months of Commencing the Above Ground Works to offer to the City Council the option to enter into a contract for the freehold sale or grant of a lease with a term of not less than 125 years of:

- (i) 100% of the London Living Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council, 100% of the Variation Affordable Housing Units that are to be London Living Rent Housing Units (if any);
- (ii) 100% of the Social Rented Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council, 100% of the Variation Affordable Housing Units that are to be Social Rented Housing Units (if any);
- (iii) 100% of the Discounted Market Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council, 100% of the Variation Affordable Housing Units that are to be Discounted Market Rent Housing Units (if any); and
- (iv) 100% of the London Shared Ownership Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes such an offer, 100% of the Variation Affordable Housing Units that are to be London Shared Ownership Housing Units (if any),

and in the event that the City Council does not indicate within 10 Working Days of receipt of the Owner's offer that they would wish to make a City Council's AH Offer the Owner shall be free to enter into a contract with an Affordable Housing Provider;

- (e) where the City Council indicate within 10 Working Days of receipt of the Owner's offer that they would wish to make a City Council's AH Offer, the City Council shall submit an unconditional City Council's AH Offer to the Owner for either the purchase of the freehold or a lease with a term of not less than 125 years of:

- (i) 100% of the London Living Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council, 100% of the Variation Affordable Housing Units that are to be London Living Rent Housing Units (if any); and/or
- (ii) 100% of the Social Rented Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes an offer to the City Council, 100% of the Variation Affordable Housing Units that are to be Social Rented Housing Units (if any); and/or

- (iii) 100% of the Discounted Market Rent Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes such an offer to the City Council, 100% of the Variation Affordable Housing Units that are to be Discounted Market Rent Housing Units (if any); and/or
- (iv) 100% of the London Shared Ownership Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes such an offer, 100% of the Variation Affordable Housing Units that are to be London Shared Ownership Housing Units,

within 30 days of receipt of the Owner's offer, and in the event that:

- (v) the City Council does not make an unconditional City Council's AH Offer to the Owner within 30 days of receipt of the Owner's offer; or
- (vi) the unconditional City Council's AH Offer submitted by the City Council is not an Acceptable Unconditional Offer,

then the Owner shall be free to enter into a contract with an Affordable Housing Provider;

- (f) where the City Council has submitted an Acceptable Unconditional Offer to the Owner within 30 days of receipt of the Owner's offer, the City Council and the Owner shall exchange contracts for the freehold sale or grant of a lease with a term of not less than 125 years of the relevant Affordable Housing Units and, if there are any Variation Affordable Housing Units at the date that the Owner makes such an offer, the relevant Variation Affordable Housing Units to the City Council in accordance with the terms of the Acceptable Unconditional Offer within three months of receipt of the Acceptable Unconditional Offer by the Owner from the City Council, and in the event that contracts are not exchanged within this period the City Council and the Owner having acted reasonably, the Owner shall be free to enter into a contract with an Affordable Housing Provider;
- (g) not Occupy any Social Rented Housing Units unless and until either:
 - (i) an agreement for the disposal of the relevant units to an Affordable Housing Provider in accordance with paragraph 2.1(i) below has been entered into; or

- (ii) an agreement for the disposal of the relevant units to the City Council has been entered into;

- (h) ensure that any disposal of the Social Rented Housing Units, the London Living Rent Housing Units, the Discounted Market Rent Housing Units and the London Shared Ownership Housing Units are let to an Affordable Housing Provider is by way of a freehold sale or grant of a lease of not less than 125 years in both cases subject to a condition that the Affordable Housing Provider enters into a nomination agreement for the Nomination Rights with the City Council in respect of the relevant units as soon as reasonably practicable following the disposal of those units and not to Occupy those units until the Affordable Housing Provider has entered into the same;

- (i) not Occupy nor permit or suffer Occupation of any of the Market Housing Units within Block I until an agreement has been entered into for the disposal of all of the Affordable Housing Units to an Affordable Housing Provider or the City Council;

- (j) not Occupy nor permit or suffer Occupation of more than 45 percent of the Market Housing Units until all of the Affordable Housing Units and Additional Affordable Housing Units and, if there are any Variation Affordable Housing Units before more than 45 percent of the Market Housing Units are Occupied, such Variation Affordable Housing Units have been Practically Completed and made available for Occupation;

2.2 The Owner shall:

- (a) not Occupy nor permit or suffer the Occupation of the Social Rented Housing Units other than as Social Rented Housing for Eligible Occupiers and subject to Nomination Rights in favour of the City Council for the life of the Development; and

- (b) not Occupy nor permit or suffer the Occupation of the London Living Rent Housing Units other than as London Living Rent Housing for the life of the Development and subject to Nomination Rights in favour of the City Council for the life of the Development; and

- (c) not Occupy nor permit or suffer the Occupation of the Discounted Market Rent Housing Units other than as Discounted Market Rent Housing and subject to Nomination Rights in favour of the City Council for the life of the Development for the life of the Development; and

- (d) not Occupy nor permit or suffer the Occupation of the London Shared Ownership Housing Units other than as London Shared Ownership Housing and subject to Nomination Rights in favour of the City Council for the life of the Development for the life of the Development save where the tenant has acquired the entirety of the equity in the relevant unit through Staircasing.

2.3 Where there is a variation to the Planning Permission which has the effect of increasing the number of units of residential accommodation as part of the Development above 556 units:

- (a) the Owner shall provide 50% of the increase in the number of habitable rooms of residential accommodation as Affordable Housing, such accommodation to be known as the "Variation Affordable Housing Units";
- (b) the Owner shall submit the Variation Affordable Housing Scheme to the City Council for Approval no later than the date that is 10 Working Days after the grant of any such variation to the Planning Permission;
- (c) the City Council shall notify the Owner in writing whether or not it Approves the Variation Affordable Housing Scheme (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the Variation Affordable Housing Scheme from the Owner;
- (d) in the event that the City Council does not Approve the Variation Affordable Housing Scheme, the Owner shall submit a revised Variation Affordable Housing Scheme to the City Council within 20 Working Days of receipt of the notice from the City Council pursuant to paragraph 2.3(c) above. The process in paragraph 2.3(c) and this paragraph 2.3(d) shall be repeated until the Variation Affordable Housing Scheme is Approved; and
- (e) the Owner shall construct or procure the construction of the Variation Affordable Housing Units in accordance with the Approved Variation Affordable Housing Scheme;

and for the avoidance of doubt where the details of a Variation Affordable Housing Scheme is approved by the City Council as part of the planning application varying the Planning Permission, the Variation Affordable Housing Scheme shall be deemed to have been approved by the City Council for the purposes of paragraphs 2.3(b), (c) and (d) above.

3 EXCLUSION OF LIABILITY

The obligations and restrictions contained in paragraphs 1 and 2 of this schedule above shall not bind:

- 3.1 any Chargee from time to time who seeks to dispose of any Affordable Housing Unit or Additional Affordable Housing Unit or Variation Affordable Housing Units pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 4 below;
- 3.2 any RTA Purchaser;
- 3.3 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;
- 3.4 any lessee of a London Shared Ownership Housing Unit where the lessee has Staircased to 100% ownership of such unit; and
- 3.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 3.1 to 3.4 above.

4 CHARGE IN POSSESSION

- 4.1 In order to benefit from the protection granted by paragraph 3.1 above, a Chargee must:
 - (a) serve a Default Notice on the City Council by delivery by hand to the City Council's offices during office hours or using first class registered post to the City Council's offices in either case addressed to the Director of Town Planning and Building Control and Director of Housing of the City Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or Variation Affordable Housing Units;
 - (b) when serving the Default Notice, provide to the City Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units; and

- (c) subject to paragraph 4.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 4.3 below.

4.2 From (and including) the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the City Council may serve an Intention Notice on the Chargee.

4.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the City Council and the Chargee), the Chargee will grant the City Council (and/or the City Council's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 4.4(b) below or determined in accordance with paragraph 4.5 below;
- (c) provided that the purchase price has been agreed in accordance with paragraph 4.4(b) below or determined in accordance with paragraph 4.5 below, but subject to paragraph 4.3(d) below, the City Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (i) notification in writing by the City Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

4.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the City Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units and/or the Variation Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the City Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units, which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units contained in this schedule 2; and
 - (ii) (unless otherwise agreed in writing between the City Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

4.5 On the date falling 10 Working Days after service of the Intention Notice, if the City Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 4.4(b)(i) above:

- (a) the City Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the City Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.4(b)(i) above, due regard being had to all the restrictions imposed upon the

relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units by this Agreement;

- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the City Council, the City Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

4.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1 and 2 above which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the City Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the City Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units and/or the Variation Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the City Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

4.7 The City Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.1 to 4.6 above (inclusive).

5 OFF-SITE AFFORDABLE HOUSING

5.1 Subject to paragraph 5.2, from the date of this Agreement until grant of the Portfolio Site Application the Owner shall:

- (a) update the City Council on the status of the Portfolio Site Application at least once every six months;
- (b) (at the reasonable request of the City Council) provide reasonable assistance to the City Council to seek to ensure that the Portfolio Site Application provides for the inclusion of the Portfolio Nomination Rights as part of the determination of the Portfolio Site Application (and included within a s106 Agreement) but FOR THE AVOIDANCE OF DOUBT this shall not require the Owner to make any payments to any party;
- (c) take reasonable steps to demonstrate to the applicant and the local planning authority in respect of the Portfolio Redevelopment that the inclusion of the Portfolio Nomination Rights within the Portfolio Site Application and any subsequent grant of a planning permission and/or associated planning obligation would be in accordance with the Portfolio Agreement, the Portfolio Letter and subsequent discussions with the GLA.

5.2 If the Owner is required to provide any Additional Affordable Housing Units pursuant to Part 2 of this schedule 2 and/or any Variation Affordable Housing Units and the number of such units to be provided separately or together exceeds 68, then the provisions of this paragraph 5 of schedule 2 shall cease to have effect.

6 SERVICE CHARGES AND ACCESS TO AMENITIES

6.1 The Owner shall:

- (a) ensure and procure that the amount of the Service Charges is fair and reasonable and no more than the actual cost of the services provided;
- (b) have due regard to the affordability of Service Charges in progressing design and management strategies for the Affordable Housing Units;
- (c) consult with at least one Affordable Housing Provider before commencing detailed design work on the Development to ensure that planned maintenance costs that will be charged as Service Charges are given significant weight;

- (d) ensure and procure that the services provided as part of the Service Charges shall only include those services in the Services Charges List unless otherwise agreed in writing with the City Council;
 - (e) annually notify the City Council in writing of the amount of Services Charges to be charged to the tenants or owners (as appropriate) of the London Living Rent Housing Units, Discounted Market Rent Housing Units, London Shared Ownership Housing Units and Social Rented Housing Units for that year to enable the City Council to monitor compliance with paragraphs 6.1(a), 6.1(d) and 6.7; and
 - (f) subject to paragraph 6.6, ensure that every Occupier of the Affordable Housing Units has full rights of access to the Amenity Space provided that such Occupier of the Affordable Housing Units shall pay the Amenity Space Access Fee for each use of the Amenity Space.
- 6.2 Before Occupation of any Affordable Housing Units, the Owner shall submit an Amenities Strategy to the City Council for Approval.
- 6.3 The Owner shall not Occupy nor permit or suffer the Occupation of any Affordable Housing Units until the Amenities Strategy has been Approved.
- 6.4 The City Council shall use reasonable endeavours to notify the Owner in writing whether or not it Approves the Amenities Strategy (and if it does not Approve it, the reason(s) why it is not Approved) within 20 Working Days of receipt of the Amenities Strategy from the Owner.
- 6.5 In the event that the City Council does not Approve the Amenities Strategy, the Owner shall submit a revised Amenities Strategy to the City Council within 30 Working Days of receipt of the notice from the City Council pursuant to paragraph 6.4 above. The process in paragraph 6.4 and this paragraph 6.5 shall be repeated until the Amenities Strategy is Approved by the City Council or an expert in accordance with clause 9.
- 6.6 The Owner shall comply with the Approved Amenities Strategy for the life of the Development, subject to any variations that may be agreed from time to time in writing between the Owner and the City Council.
- 6.7 In relation to Service Charges for the Affordable Housing Units, the Owner shall comply with the Mayor of London's Service Charges Charter dated December 2021 or any replacement GLA guidance or policy.

Part 2

Submission of Viability Review and Use of Surplus Profit

7 VIABILITY REVIEW TRIGGER

- 7.1 The Owner shall notify the City Council and the GLA 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 City Council and the GLA to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 7.2 No later than five Working Days after receiving a written request from the City Council and the GLA, the Owner shall provide to the City Council and the GLA any additional documentary evidence reasonably requested by the City Council and the GLA to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 7.3 Following the Owner's notification pursuant to paragraph 7.1 above, the Owner shall afford the City Council and the GLA access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the City Council and the GL shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 7.4 No later than 20 Working Days after the City Council and the GLA receives:
- (a) notice pursuant to paragraph 7.1 above; or

- (b) if the City Council and the GLA makes a request under paragraph 7.2 above, the additional documentary evidence,

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

7.5 If the City Council and the GLA notifies the Owner that the City Council and the GLA consider that Substantial Implementation has not been achieved then this paragraph 7 shall continue to apply mutatis mutandis until the City Council and the GLA has notified the Owner pursuant to paragraph 7.4 above that Substantial Implementation has been achieved.

7.6 Any dispute between the parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date (including a dispute arising from a failure by the City Council and the GLA to provide the written confirmation in paragraph 7.4 above within the time period specified in that paragraph) may be referred to dispute resolution in accordance with clause 9.

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

- (a) the City Council and the GLA have notified the Owner pursuant to paragraph 7.4 above, or an expert has determined pursuant to clause 9 that Substantial Implementation has been achieved on or before Substantial Implementation Target Date;
- (b) the City Council and the GLA have notified the Owner pursuant to paragraph 9.5 below that no Additional Affordable Housing Units are required; or
- (c) if the City Council and the GLA notify the Owner pursuant to paragraph 9.5 below that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 9.5 or 9.6 below.

8 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the City Council and the GLA under paragraph 7.4 above or by the expert pursuant to clause 9):

(a) 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 7.4 above, or the date that an expert has determined pursuant to clause 9, that Substantial Implementation has been achieved, on the basis that the City Council and the GLA may make such information publicly available:

(i) the Development Viability Information;

(ii) 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 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

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

(b) paragraphs 9 and 10 below shall apply.

9 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

9.1 The City Council and the GLA shall assess the information submitted pursuant to paragraph 8 above and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the City Council and the GLA will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

9.2 The City Council and the GLA may appoint an External Consultant to assess the information submitted pursuant to paragraph 8 above.

9.3 Not later than 20 Working Days after submission of the information under paragraph 8 above, the City Council and the GLA and/or an External Consultant may request in writing from the Owner further Development Viability Information or supporting evidence of the same.

9.4 In the event that the City Council and the GLA 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 City Council and the GLA or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and the process in paragraphs 9.3 and this 9.4 may be repeated until the City Council and the GLA 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 2.

9.5 Not later than:

(a) 20 Working Days from the submission of the information under paragraph 8 above, if no request is made under paragraph 9.3 above; or

(b) 20 Working Days from the date of receipt by the City Council and the GLA of the final information submitted pursuant to paragraph 9.4 above, if one or more request is made under paragraph 9.4 above,

the City Council and the GLA shall notify the Owner in writing of the City Council's and the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

9.6 Where the City Council and the GLA conclude that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, or if the Additional Affordable Housing Scheme initially submitted is not approved by the City Council and the GLA, the Owner shall provide an Additional Affordable Housing Scheme to the City Council and the GLA for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the City Council's and the GLA's notice pursuant to paragraph 9.5 above.

9.7 If an Additional Affordable Housing Scheme is submitted to the City Council and the GLA pursuant to paragraph 9.6, the City Council and the GLA shall notify the Owner as to whether the submitted Additional Affordable Housing Scheme is approved within 15 Working Days of receipt of submission and, if the Additional Affordable Housing Scheme is not approved,

paragraphs 9.6 and this 9.7 shall continue to apply mutatis mutandis until an Additional Affordable Housing Scheme is so approved.

9.8 If the City Council's and the GLA's assessment pursuant to paragraph 9.5 above concludes that:

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

(b) a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2,

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

9.9 The Owner shall pay the City Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 8 above including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

10 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

Where it is determined pursuant to paragraph 9.5 above that one or more Additional Affordable Housing Units are required:

10.1 the parties agree that the terms of paragraphs 1-6 (inclusive) above shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units; and

10.2 the Owner shall not Occupy nor permit or suffer Occupation of more than 45 per cent of the Market Housing Units unless and until it has:

(a) complied with the obligations in sub-paragraphs 2.1(b), (c), (i) and (j) in relation to the Additional Affordable Housing Units; and

(b) paid any remaining surplus profit pursuant to paragraph 9.8 above to the City Council and the GLA towards the delivery of offsite Affordable Housing within the City Council's and the GLA's administrative area.

11 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 2.

12 MONITORING

- 12.1 As soon as reasonably practicable following completion of this Agreement the Owner shall report to the GLA through the Planning London Datahub the number and tenure of the Affordable Housing Units by units and Habitable Room and other relevant information relating to the Development as specified in the Planning London Datahub.
- 12.2 The Owner shall report the following information to the GLA through the Planning London Datahub as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme:
- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
 - (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 9.8 above.
- 12.3 If the City Council and the GLA decide that an Additional Affordable Housing Scheme is not required, the Owner shall report that decision to the GLA through the Planning London Datahub as soon as reasonably practicable after it receives notice of that decision.
- 12.4 If any Affordable Housing is provided as part of the Development in addition to the Affordable Housing required under this agreement, the Owner shall report the number and tenure of those additional units of Affordable Housing to the GLA through the Planning London Datahub and to the City Council and the GLA as soon as reasonably practicable.

ANNEX TO SCHEDULE 2

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

“Surplus profit” = $((A - B) - (D - E)) - P$

Where:

A = Estimated GDV (£)

B = $A \div (C + 1)$ ⁷

C = Percentage change in the Land Registry House Price Index for new build properties for the City Council’s administrative area from grant of the Planning Permission to the Review Date (using the latest index figures publicly available) (%)⁸

D = Estimated Build Costs (£)

E = $D \div (F + 1)$ ⁹

F = Percentage change in the BCIS All in Tender Index (“BCIS TPI”) from grant of the Planning Permission to the Review Date (using the latest index figures publicly available) (%)¹⁰

P = $(A - B) * Y$ ¹¹

⁷ Being the assumed application stage GDV for the private residential component at the date of planning permission.

⁸ Being an approximation of the percentage change in the value of the Market Housing Units, at the Development. As an example, If HPI is 345 at date of review and HPI was 275 at date of permission:

$$\begin{aligned} C &= (345 - 275) \div 275 \\ &= 70 \div 275 \\ &= 25.45\% \end{aligned}$$

⁹ Being the assumed application stage build costs for the Market Housing Units at the date of Planning Permission.

¹⁰ Being an approximation of the percentage change in the value of the Build Costs for the Market Housing Units. As an example, if BCIS TPI is 345 at the Review Date and BCIS TPI was 275 at date of the Planning Permission:

$$\begin{aligned} F &= (345 - 275) \div 275 \\ &= 70 \div 275 \\ &= 25.45\% \end{aligned}$$

¹¹ Being developer profit on change in GDV of Market Housing Units.

Y = 17.5%, being developer profit as a percentage of GDV for the Market Housing Units, as determined as part of the review (%)

Notes:

(A – B) represents the change in GDV of the Market Housing Units, at the Development from the date of the Planning Permission to the Review Date.

(D – E) represents the change in Build Costs of the Market Housing Units, from the date of the Planning Permission to the Review Date.

FORMULA 2 (Early/mid-stage review additional affordable housing requirement)

X = Additional Social Rented Housing requirement (Habitable Rooms)

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

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

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

Where:

A = Average Market Housing Value (£ per m²)

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

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

D = Average Habitable Room size for the Development being 18.6 m²

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

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Social Rented Housing (%), being 40%

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Discounted Market Rent Housing or London Living Rent Housing (%), being 60%

Notes:

(A – B) represents the difference in average value of Market Housing per m² and average value of Social Rented Housing per m² (£)

(A – C) represents the difference in average value of Market Housing and average value of London Living Rent Housing/Discounted Market Rent Housing per m² (£)

$(E * F)$ represents the surplus profit to be used for Social Rented Housing (£)

$(E * G)$ represents the surplus profit to be used for London Living Rent Housing or Discounted Market Rent Housing (£)

$(E * F) \div (A - B)$ represents the additional Social Rented Housing requirement (m²)

$(E * G) \div (A - C)$ represents the additional London Living Rent Housing or Discounted Market Rent Housing requirement (m²)

SCHEDULE 3

THE CITY COUNCIL'S COVENANTS AND OBLIGATIONS

- 1 The City Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement or for such other purposes for the benefit of the Development as the Owner and the City Council shall agree.
- 2 In the event that any Contribution or part thereof remains unexpended ten years after payment the City Council covenants with the Owner to return within 15 Working Days any such unexpended sums together with interest thereon from the date of such payment to the date of such return to the company or body or person which made such payment to the City Council (or such other party as is nominated by that company or body or person) notwithstanding that such company or body or person may no longer have an interest in the Site at the date of any such repayment.
- 3 Within 20 days of receipt by the City Council of the Bus Stop Contribution, the Cycle Improvements Contribution or the Legible London Contribution from the Owner (as applicable) the City Council shall pass the relevant contribution to TfL for TfL to use the relevant contribution for the purposes specified in this Agreement and for no other purpose.
- 4 In the event that TfL can demonstrate to the reasonable satisfaction of the City Council that it has been necessary to incur costs greater than the Bus Stop Contribution in upgrading the bus shelters at Bus Stop EX on Harrow Road (shown on Plan 16) the City Council may demand the Bus Stop Top-up Contribution.
- 5 Within 14 days of receipt by the City Council of the Bus Stop Top-up Contribution from the Owner the City Council shall pass the Bus Stop Top-up Contribution to TfL.

SCHEDULE 4

THRESHOLD LEVELS

- 1 The Owner shall as soon as is reasonably practicable but in any event no later than 16 weeks before the Commencement of Development unless otherwise agreed in writing by the City Council provide the City Council with written notice of the intended date for the Commencement of Development.
- 2 The Owner shall as soon as is reasonably practicable but in any event no later than 10 weeks before the Commencement of Development unless otherwise agreed in writing by the City Council provides the Director of City Highways with full details of the Threshold Levels where the Development will abut onto the public highway for Approval by the Director of City Highways and the Director of City Highways shall either give their Approval or refuse Approval and notify the Owner of amendments reasonably required to the Threshold Levels within 10 Working Days of receipt of details of the Threshold Levels.
- 3 In the event that the Director of City Highways refuses Approval of the details of the Threshold Levels submitted to it in accordance with paragraph 2 above or this paragraph 3 the Owner shall within 15 Working Days of any such refusal submit revised details for Approval having taken into account any suggestions made by the Director of City Highways and the Director of City Highways shall either give their Approval or refuse Approval and notify the Owner of reasonable amendments required to the Threshold Levels within 10 Working Days of receipt of details of the Threshold Levels. The process in paragraph 2 and this paragraph 3 shall be repeated until the Threshold Levels are Approved.
- 4 The Owner shall not Commence the Development until the proposed Threshold Levels submitted in pursuance of paragraphs 2 and/or 3 hereof have been Approved, and the Owner has paid the Threshold Checking Fee to the City Council.

SCHEDULE 5

WCC HIGHWAY WORKS

1 OWNER TO DESIGN AND CARRY OUT THE WCC HIGHWAY WORKS

- 1.1 The Owner shall not Commence a WCC Highway Works Phase or cause or permit any WCC Highway Works Phase to be Commenced until the Owner has paid the Estimated Checking Fee in respect of that WCC Highway Works Phase to the City Council.
- 1.2 The Owner shall no later than 16 weeks before Commencement of a WCC Highway Works Phase submit a detailed design of that WCC Highway Works Phase to the Director of City Highways for Approval and the Director of City Highways shall use reasonable endeavours to notify the Owner of any amendments he requires to the design within 20 Working Days of receiving the design or a revised design.
- 1.3 In the event that the Director of City Highways refuses Approval of a design or revised design of a WCC Highway Works Phase the Owner shall within one month of any such refusal submit a revised design of that WCC Highway Works Phase for Approval having taken into account any suggestions made by the Director of City Highways. The process in paragraph 1.2 and this paragraph 1.3 shall be repeated until the design of the WCC Highway Works Phase is Approved by the Director of City Highways.
- 1.4 After completion of the design of any WCC Highway Works Phase the Owner shall within fourteen days of any request to do so pay to the City Council any amount by which the actual cost (being fair and reasonable) connected with the Director of City Highways checking and approving any Threshold Levels, Methodology of Works, Programme of Works and design of that WCC Highway Works Phase exceeds the Estimated Checking Fees and the City Council shall repay to the Owner any amount by which the Estimated Checking Fees exceeds the actual cost (being fair and reasonable) connected with the Highway Officer checking and approving any Threshold Levels, Methodology of Works, Programme of Works and design of that WCC Highway Works Phase.
- 1.5 To the extent that any WCC Highway Works Phase interacts with the TLRN the Owner shall submit to TfL on the Methodology of Works, the Programme of Works and the detailed design of that WCC Highway Works Phase and shall consult TfL on the same.

2 OWNER CARRIES OUT THE WCC HIGHWAY WORKS

2.1 The Owner shall as soon as reasonably practicable but in any event no later than 12 weeks prior to Commencement of any WCC Highway Works Phase submit to the Director of City Highways the Methodology of Works and Programme of Works for that WCC Highway Works Phase.

2.2 No WCC Highway Works Phase shall take place until:

- (a) the Owner has obtained written Approval from the City Council for the detailed design of that WCC Highway Works Phase;
- (b) the Owner has obtained Approval from the City Council for the Programme of Works and Methodology of Works for that WCC Highway Works Phase which Approval shall be given within 20 Working Days of the date of receipt of the Programme of Works and Methodology of Works or a revised Programme of Works and Methodology of Works by the City Council;
- (c) the Owner has submitted details of a firm company or individual (as the case may be) to be the Contractor for that WCC Highway Works Phase to the Director of City Highways and the Director of City Highways has given his Approval of the Contractor;
- (d) the Owner has obtained all necessary consents from relevant statutory authorities and undertakers and other persons or bodies and such traffic management orders under the appropriate sections of the Road Traffic Regulation Act 1984 as may be required for the carrying out of that WCC Highway Works Phase but the Owner shall not be responsible for making recommendations and exercising the City Council's statutory functions and duties on any such application to the City Council;
- (e) the Owner has taken out or the Contractor has taken out the Insurance Policy with reputable insurers against the consequences of any claim for compensation against the Owner or the Contractor or both of them arising directly out of the construction of that WCC Highway Works Phase and the Owner shall provide the City Council with a copy of the Insurance Policy; and
- (f) the Owner has submitted a draft of the Bond substantially in the form attached hereto at Appendix 3 in respect of that WCC Highway Works Phase (unless otherwise agreed between the parties) to the Director of City Highways who has Approved the draft in

writing and the Director of City Highways has received the Bond executed in the form previously Approved.

2.3 The Owner covenants that the WCC Highway Works shall be carried out and completed entirely at the expense of the Owner including any costs associated with the diversion of any public utilities or other services or equipment as necessary to enable the WCC Highway Works to be carried out and any costs associated with the need to clear the site in the event of any instance of emergency or public order.

2.4 Each WCC Highway Works Phase shall be carried out and completed as follows:

WCC Highway Works Phase	Completion prior to
Phase 1	Occupation of Phase 1
Phase 2	Occupation of Phase 2

subject to such extensions as shall be Approved by the Director of City Highways.

2.5 The Owner covenants that during the carrying out of any WCC Highway Works Phase it will give the Director of City Highways reasonable access to and over all parts of that WCC Highway Works Phase and permit him and his officers to inspect that WCC Highway Works Phase and all materials used or intended to be used therein and the Owner shall comply with all reasonable requirements of the Director of City Highways regarding the operation method and progress of that WCC Highway Works Phase and further the Owner shall submit any equipment or materials for reasonable testing to ensure compliance with standards in the event the Director of City Highways having inspected such equipment or materials reasonably so requests.

2.6 The City Council hereby authorises the Owner and any Contractor and any sub-contractor employed by the Owner (or by the Contractor as the case may be) to enter upon and remain upon with or without workmen plant and machinery such land in the vicinity of the highway and the Site under the ownership and control of the City Council and comprising highway land as shall be reasonably necessary and for such period as may be reasonably necessary to execute or complete any relevant part or parts of the WCC Highway Works and it is hereby expressly declared by the City Council that such licence extends to the entering upon and remaining upon the public highway for the purposes of this Agreement and also to breaking open the surface and carrying out works in on or under the public highway as may be reasonably necessary for the purposes of executing or completing any relevant part or parts of the WCC Highway Works.

2.7 In connection with the carrying out of the WCC Highway Works the Owner shall:

- (a) at the Owner's expense light sign and fence the relevant WCC Highway Works Phase;
- (b) ensure that the Contractor/s has or have the Insurance Policy and should at any time the Contractor/s not have the Insurance Policy the Owner shall indemnify the City Council in respect of all liability loss damage demand and proceedings whatsoever that would have been covered by the Insurance Policy save for where such liability loss damage demand or proceedings have arisen as a result of any negligence act or omission of the City Council and/or its agents contractors or licensees and Provided That that the City Council shall notify the Owner upon receipt of any cost claim demand or liability in respect of which it intends to make a claim on the Owner and shall at all times after that date keep the Owner fully informed;
- (c) ensure that the WCC Highway Works co-ordinate with any works in over or under the public highway required to be carried out by bodies with statutory services beneath the public highway having first consulted those bodies on the WCC Highway Works;
- (d) pay all charges that may be levied on the City Council or the Owner by any statutory undertakers in respect of the removal protection or alteration of any of their apparatus necessitated by the WCC Highway Works; and
- (e) pay the Estimated Monitoring Fee in respect of any WCC Highways Works Phase to the City Council.

2.8 The Owner shall give the Director of City Highways not less than 15 Working Days' notice of the Owner's intention to issue the Certificate of Substantial Completion of any WCC Highway Works Phase to enable the Director of City Highways to inspect the relevant WCC Highway Works Phase and the Director of City Highways shall inform the Owner within 10 Working Days of receipt of the said notice whether or not he wishes to inspect the relevant WCC Highway Works Phase and if the Director of City Highways gives notice to the Owner that he wishes to inspect the relevant WCC Highway Works Phase he shall do so within five Working Days of such notice and the Owner shall procure that proper account is taken of any representations made by or on behalf of the Director of City Highways which representations shall be made either during such inspection or no later than three Working Days thereafter.

2.9 The Owner shall issue the draft Certificate of Substantial Completion to the Director of City Highways together with the Handover Documentation and the Director of City Highways signing of the Certificate of Substantial Completion shall constitute the Director of City Highways'

agreement that the relevant WCC Highway Works Phase is substantially complete and the relevant Bond shall be reduced by 90%.

- 2.10 To the extent that any WCC Highway Works Phase interacts with the TLRN the Owner shall during the carrying out of that WCC Highway Works Phase give TfL reasonable access to and over all parts of that WCC Highway Works Phase and permit TfL officers to inspect that WCC Highway Works Phase and all materials used or intended to be used therein and the Owner shall comply with all reasonable requirements of TfL regarding the operation method and progress of that WCC Highway Works Phase where they interact with the TLRN and further the Owner shall submit any equipment or materials for reasonable testing to ensure compliance with standards in the event that TfL having inspected such equipment or materials reasonably so requests.

3 DEFECTS LIABILITY PERIOD

- 3.1 During the Defects Liability Period for the relevant WCC Highway Works Phase the Owner shall remain responsible at its own expense for remedying to the Director of City Highway's satisfaction any defect to the relevant WCC Highway Works Phase and the Owner shall on being given written notice specifying such defect to the relevant WCC Highway Works Phase at its own expense and within one month from the date of the notice (unless a longer period is agreed in writing with the Director of City Highways) make good the same to the Director of City Highway's satisfaction.
- 3.2 During the Defects Liability Period and until the Final Completion Certificate for any WCC Highway Works Phase is issued:
- (a) the Owner shall not be required to maintain the relevant WCC Highway Works Phase and ancillary works (including sweeping, litter picking and cleaning) other than to remedy defects as referred to at paragraph 3.1 above; and
 - (b) the City Council shall maintain the relevant WCC Highway Works Phase and all ancillary works (including sweeping, litter picking and cleaning).
- 3.3 If during the undertaking of the WCC Highways Works and the Defects Liability Period, the Owner:

- (a) including their agents and the Contractor/s fails to perform or observe any of the conditions covenants agreements or obligations on the part of the Owner contained in this part of this schedule;
- (b) including their agents and the Contractor/s fails to carry out or complete the WCC Highway Works within the time limit set out in the relevant Programme of Works as is Approved by the City Council for the time being in respect of that WCC Highway Works Phase or such other revised timetable for the relevant WCC Highways Works Phase as is Approved in writing by the City Council; or
- (c) has not completed the WCC Highway Works and being a company is wound up either voluntarily (except for the purpose of reconstruction or amalgamation) or compulsorily or being an individual becomes bankrupt or in either case enters into composition with its or his creditors; or
- (d) has not completed the WCC Highway Works and suffer any distress or execution to be levied against its goods; or
- (e) has not completed the WCC Highway Works and are the subject of the appointment of a receiver,

the City Council shall have the right by virtue of this paragraph and all other enabling powers whatsoever (after 28 days' notice in writing to the Owner requiring any alleged failure to be remedied if capable of remedy and the Owner having failed to do so within a reasonable period of time) to (i) carry out and complete the WCC Highway Works (ii) carry out and complete any works to the Site to provide an acceptable structure and acceptable support for any proposed or existing public highway without the need to obtain any further consent from the Owner and (iii) to remedy any defect identified within the Defects Liability Period.

- 3.4 Where the City Council serves a notice under paragraph 3.3 in this part of this schedule in respect of a part only of the WCC Highway Works the service of the notice shall not in any way relieve the Owner from the performance and observance of the conditions covenants agreements or obligations on the part of the Owner contained in this Agreement in respect of any other part of the WCC Highway Works included in this Agreement whether or not specified in the notice.
- 3.5 If the City Council serves a notice under paragraph 3.3 in this part of this schedule and carries out or completes the WCC Highway Works or any part of them or causes them to be carried out

the City Council shall be entitled to payment of the reasonable cost of doing so from the Owner (or their successor) or from the Bond including payment in advance of such works being carried out.

- 3.6 If the City Council receive money in advance for the purpose of remedying default/s or breach/es of this Agreement on the part of the Owner (including their agents and their Contractor/s) such payment shall be conditional on the City Council agreeing that it shall only use that money for such purpose.

4 FINAL COMPLETION CERTIFICATE

After the expiration of the Defects Liability Period and after the Owner has made good any defects to the Director of City Highway's satisfaction the Director of City Highways shall issue the Final Completion Certificate and the relevant WCC Highway Works Phase shall become highway maintainable at the public expense and thereafter be the entire responsibility of the City Council and the Owner shall have no further liability and the relevant Bond shall thereafter be of no effect and the Owner released from its terms thereafter.

5 MAINTENANCE OF WCC SOFT LANDSCAPING

- 5.1 From the date of issue of the Final Completion Certificate for the WCC Soft Landscaping and for the lifetime of the Development unless and until the arrangement is terminated in accordance with the provisions of this Agreement, the Owner shall maintain the WCC Soft Landscaping at its own expense (the "**Maintenance Works**").
- 5.2 The City Council hereby gives the Owner licence to enter and to remain upon, with or without workmen, plant and machinery, so much of the public highway as is reasonably necessary for the Owner to carry out its obligations under paragraph 5.1 (the "**Licence**").
- 5.3 The Licence is granted to the Owner, but it is recognised that the Owner may appoint one or more appropriate contractors to carry out the Maintenance Works on its behalf.
- 5.4 The Owner shall be able to exercise its rights under the Licence to carry out all Maintenance Works without further recourse (for notification and consent purposes) to the City Council.
- 5.5 In the event that the Owner fails to discharge its obligations under this Agreement to maintain the WCC Soft Landscaping to the City Council's reasonable satisfaction then the City Council

may terminate the arrangements in paragraphs 5.1 to 5.4 and the Licence by serving not less than three months' written notice on the Owner PROVIDED THAT:

- (a) the notice shall set out the details of the alleged breach;
- (b) the breach is not caused or contributed to by the City Council; and
- (c) the Owner shall have the opportunity to rectify any breach to the reasonable satisfaction of the City Council within the three month period (or such other longer period agreed by the City Council as being reasonably required in the circumstances) to avoid any such termination,

and the WCC Soft Landscaping shall become maintainable at public expense with effect from the date of termination of the arrangements in paragraphs 5.1 to 5.4.

- 5.6 The Owner may elect to terminate the arrangements in paragraphs 5.1 to 5.4 and the Licence at any time by serving not less than three months' written notice on the City Council and the WCC Soft Landscaping shall become maintainable at public expense with effect from the date of termination of the arrangements in paragraphs 5.1 to 5.4.

SCHEDULE 6

CITY COUNCIL TO DESIGN AND CARRY OUT WCC HIGHWAY WORKS

1. The Owner shall as soon as is reasonably practicable but in any event not later than the date of the Commencement of Development notify the City Council of the Estimated Date of Practical Completion.
2. In the event of any changes to the Estimated Date of Practical Completion the Owner shall forthwith notify the City Council in writing thereof.
3. Within 10 Working Days of being so requested the Owner shall pay the Estimated Cost, the Estimated Monitoring Fee, and the Estimated Checking Fee to the City Council.
4. The Owner shall not Occupy or cause or permit Occupation of the Development if the Owner is in breach of paragraph 3 of this schedule at the date of such Occupation.
5. The Owner shall not obstruct the City Council in the carrying out of the WCC Highway Works.
6. The City Council (so far as it lawfully may without fettering its statutory discretion and subject to the obtaining of all necessary consents which it shall use all reasonable endeavours to obtain) shall use all reasonable endeavours to design and complete the WCC Highway Works as soon as reasonably practicable after Practical Completion of the Development or such other timescale as may be agreed in writing with the Owner and upon receipt of a cleared and unobstructed site for the WCC Highway Works which shall remain cleared and unobstructed for the duration of the WCC Highway Works.
7. Upon completion of the WCC Highway Works the Owner shall within 10 Working Days of any request to do so pay to the City Council any amount reasonably incurred by which the reasonable and proper actual cost of the WCC Highway Works (including their design and supervision) exceeds the sum of the Estimated Checking Fee the Estimated Monitoring Fee and the Estimated Cost and the City Council shall repay to the Owner any amount by which the sum of the Estimated Checking Fee the Estimated Monitoring Fee and the Estimated Cost exceeds

the reasonable and proper actual cost of the WCC Highway Works (including their design and supervision).

8. Within 28 days of any proper and reasonable request to do so the Owner shall provide the City Council with such information as is available to the Owner to enable the City Council to obtain such consents from the statutory authorities and undertakers and other persons or bodies and to make such traffic management orders under the appropriate sections of the Road Traffic Regulation Act 1984 as may be required for the carrying out of the WCC Highway Works.
9. The Owner shall reimburse to the City Council all reasonable and proper costs properly and reasonably incurred which are incidental to the carrying out of the WCC Highway Works and except in the case of an emergency and where reasonably practicable the City Council will notify the Owner before incurring such costs and take in to account any representations made by the Owner in respect of such costs.
10. The Owner shall not carry out or cause or permit to be carried out:
 - (a) any works on the public highway except such works as shall have been Approved in writing by the City Council in its capacity as highway authority.
 - (b) any works to the Development abutting the highway except in accordance with the Threshold Levels Approved by the City Council pursuant to paragraphs 2 and 3 of schedule 4.

APPENDIX 1

PLANS

Plan 1

Plan 1

Do not scale from this drawing. All dimensions to be checked on site. All omissions and discrepancies to be reported to the Architect immediately

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Key



TEP

DS

JF

PG

GT

Issued for Planning	18/11/22	P2
Issued for Planning	26/03/21	P1
Description	Date	Chk
		Rev

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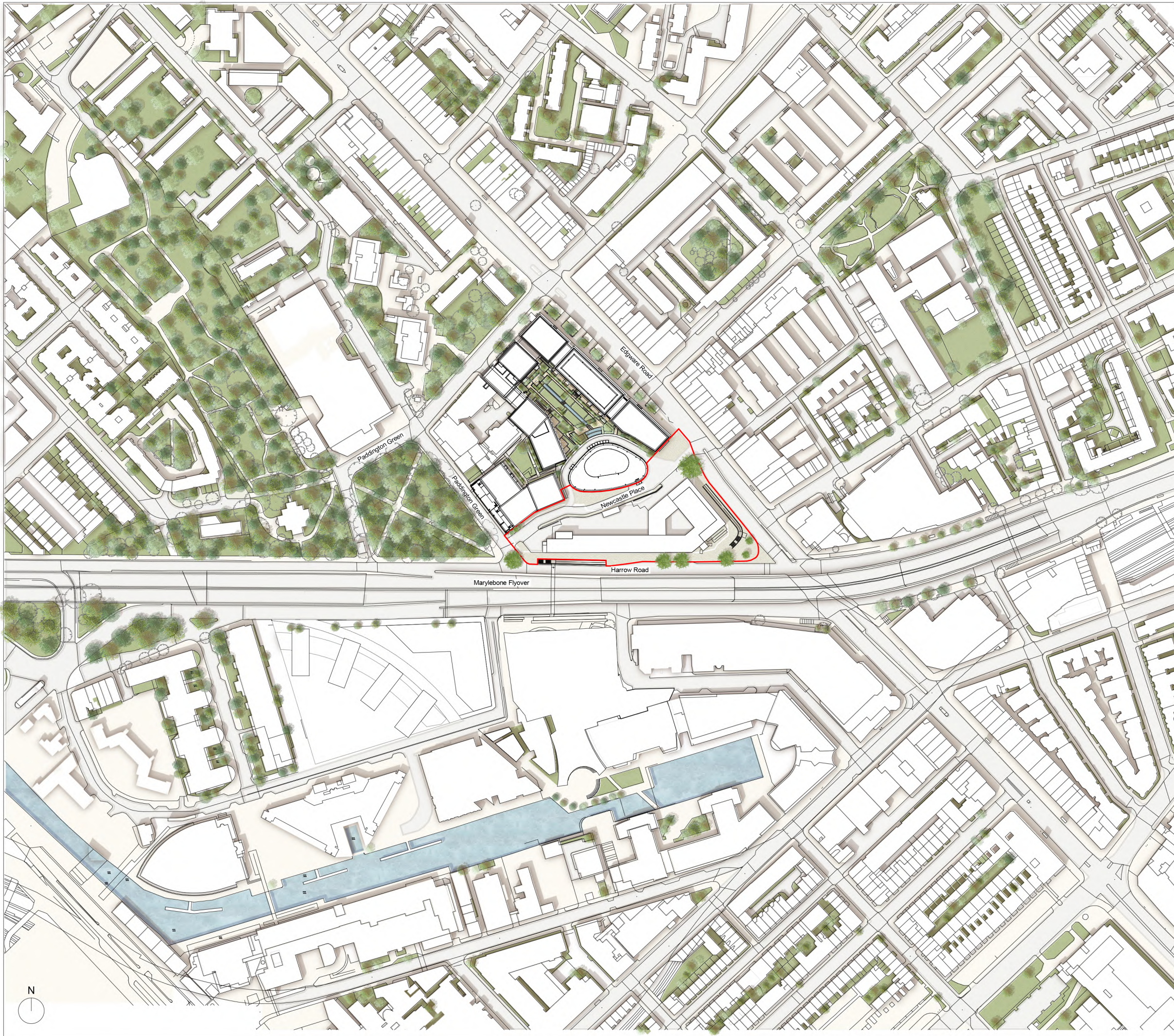
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Paddington Green Police Station
London, W2

Title
Existing Location Plan

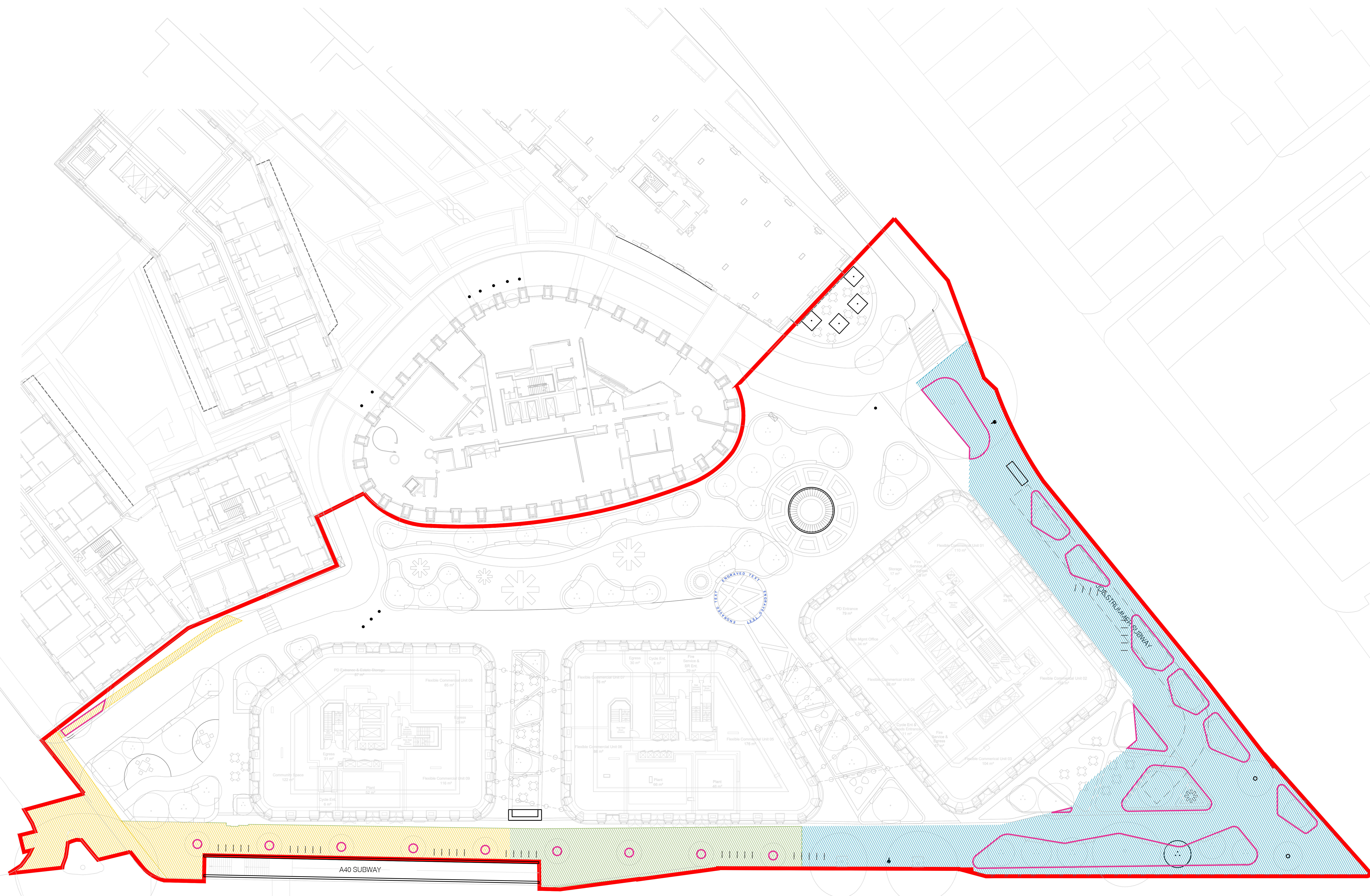
Suitability Status
S2 For Information

Date Scale @ ISO A1 Job Number
26.03.21 1:1250 15044

Drawing Number Revision
15044-SQP-ZZ-ZZ-DP-A-PL01001 P2



Plan 2



Top
 DS
 JF
 PC
 ST

- Legend**
- Application boundary
 - WEG Title
 - WCC Phase 1
 - WCC Phase 2
 - TFL
 - Planter provision and maintenance (design indicative & subject to agreement with TFL)

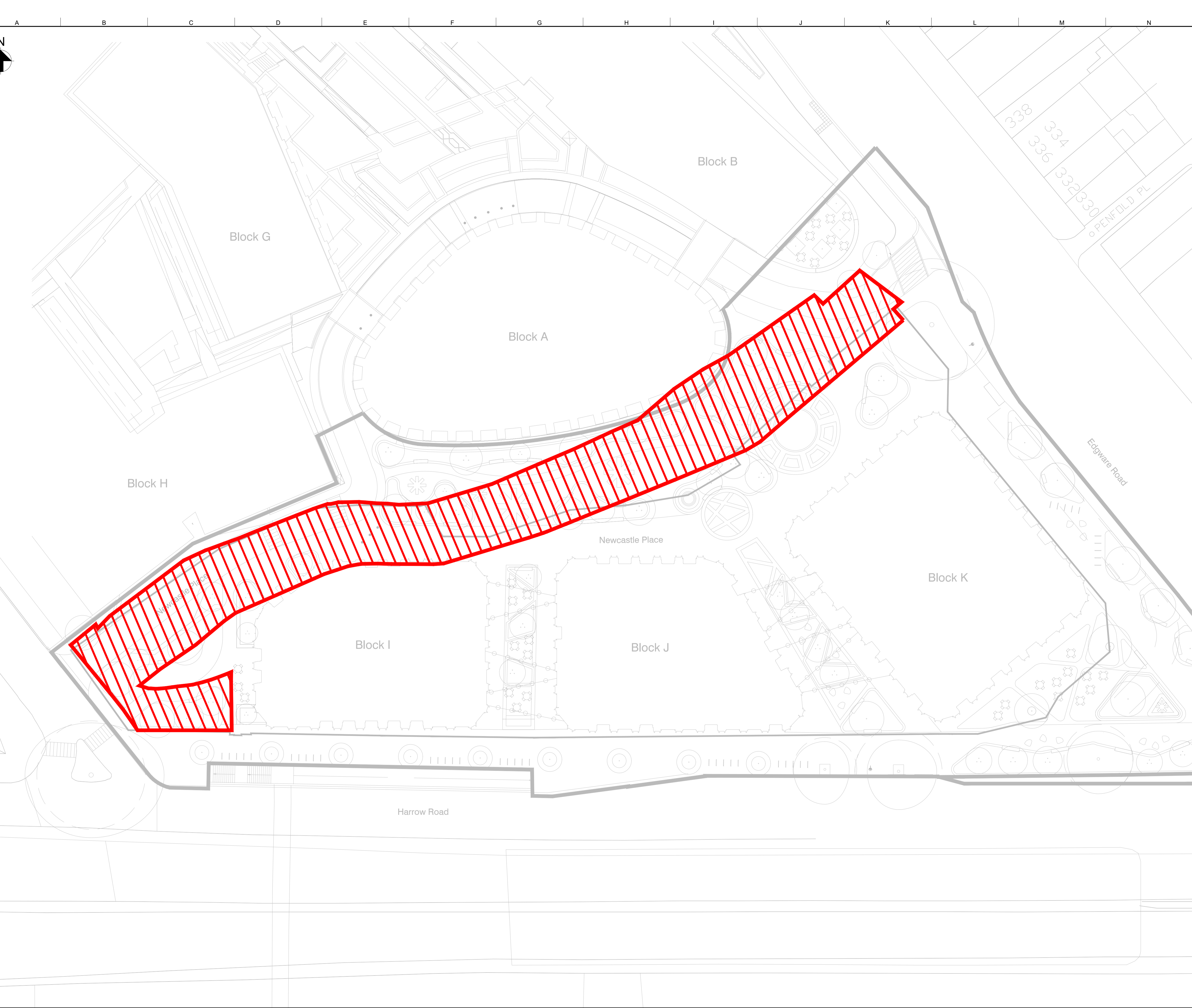
Planter definition updated	10.05.23	WH	D
Ownership boundary removed	05.05.23	WH	C
Phase lines removed	27.04.23	WH	B
Amended to TFL HA boundary	19.04.23	WH	A
First Issue	27.03.23	WH	-
Revision description	Date	Check	Rev




Project
 Paddington Green Police Station,
 London. W2

Drawing
 S106 Highways Planter Maintenance
 Plan
 Drawing Number
 R345-K-Z-DR(00)-00-002
 Revision Date
 D 27/03/2023
 Scale
 1:300 @ A1
 1:400 @ A3

Plan 3



Key
 Highways proposed to be stopped up and form part of the publicly accessible open space

T&P
 DS
 JF
 PG
 JT

A	24/01/23	DB	SY	AF
---	----------	----	----	----

Rev	Date	By	Chkd	Appd

ARUP

13 Fitzroy Street
 London W1T 4BQ
 Tel +44(0)20 7638 1531 Fax +44(0)20 7580 3924
 www.arup.com

Client
**Berkeley Homes
 (Central London) Limited**

Project Title
**Paddington Green
 Police Station**

Drawing Title
Stopping Up & Adoption Plan

Scale at A1 1:200

Role Transport

Suitability - For Information -

Arup Job No
277685-00

Rev
A

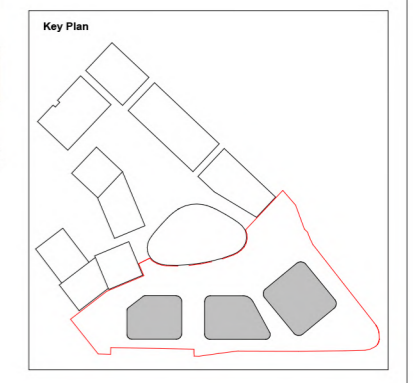
Name
277685-SU-004

Plan 4

Plan 4

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Key

- Planning Application Site Boundary
- Publicly Accessible Open Space

TEP DS

JF PG

GA

Issued for Planning	18/11/22	P2
Issued for Planning	26/03/21	P1
Description	Date	Chk Rev

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 www.squireandpartners.com

Project
 Paddington Green Police Station
 London, W2

Title
 Publicly Accessible Open Space Plan

Suitability Status
 S2 For Information

Date Scale @ ISO A1 Job Number
 26.03.21 1:250 15044

Drawing Number Revision
 15044-SQP-ZZ-RF-DP-A-PL01109 P2

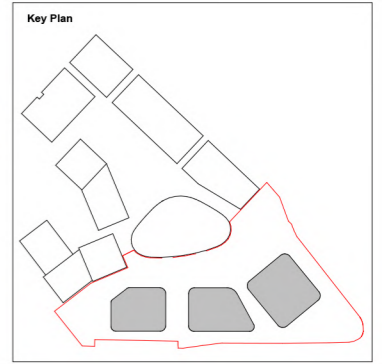


Plan 5

Plan 5

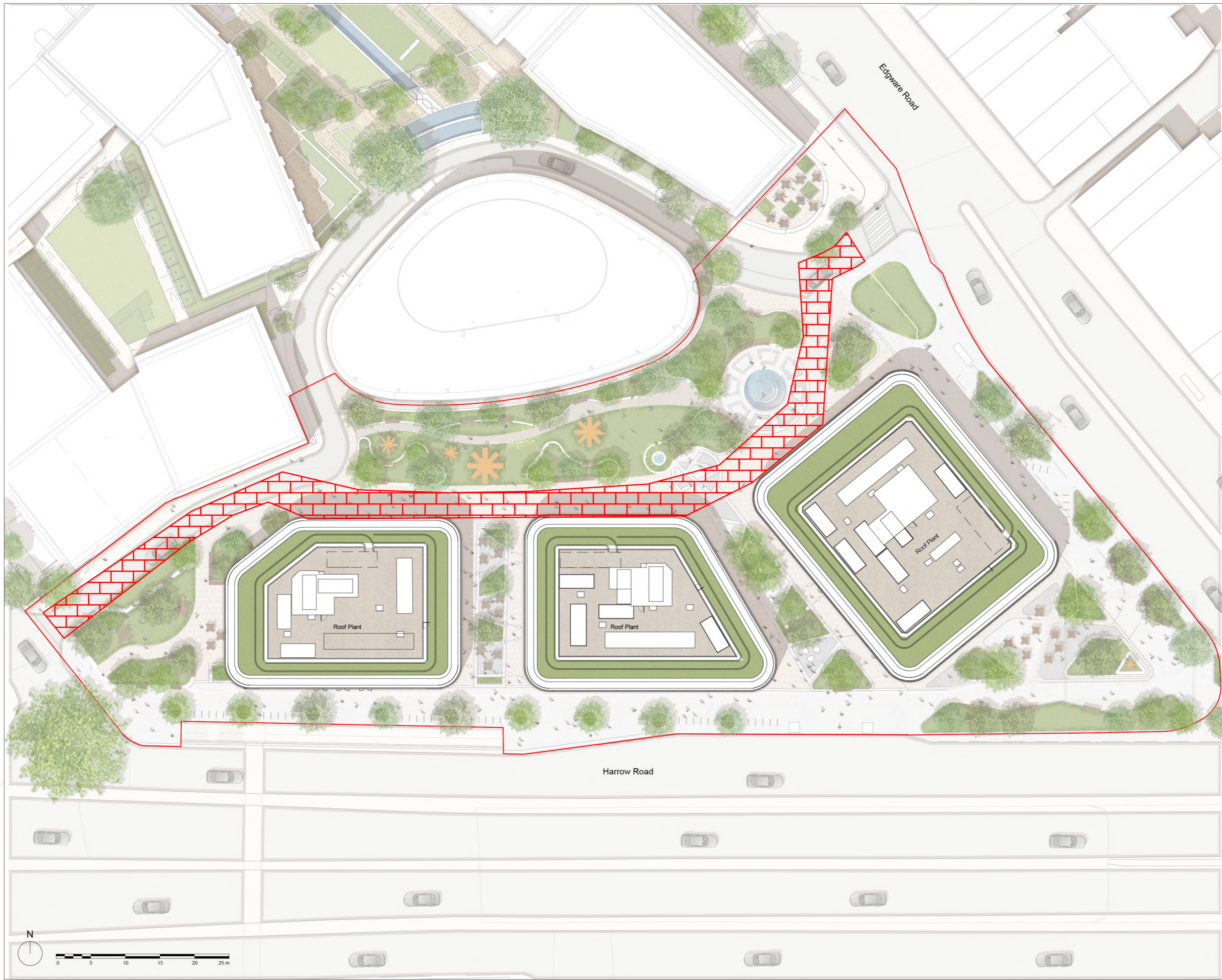
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Key

- Planning Application Site Boundary
- ▤ Walkways & Cycle Route



TEP *AT*

DS

JF

PG

Issued for Planning	18/11/22	P2
Issued for Planning	26/03/21	P1
Description	Date	Chk Rev

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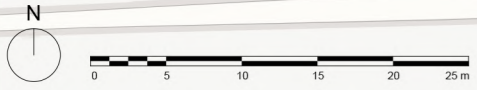
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Project
Paddington Green Police Station
London, W2

Walkways & Cycle Route Plan

Suitability	Status	Scale @ ISO A1	Job Number
S2	For Information	1:250	15044
Date	Scale @ ISO A1	Job Number	
26.03.21	1:250	15044	
Drawing Number	Revision		
15044-SQP-ZZ-RF-DP-A-PL01109	P2		



Plan 6

Plan 6

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- Community Space
- BoH
- Cycle Entrance
- Plant
- Residential Entrance and Storage (C3)
- Flexible Commercial (A1/ A2/ A3/ A4)

Planning Application Site Boundary

TEP DS

JF PG

GA

Description	Date	Chk	Rev
Issued for Planning	18/11/22		P3
Planning Amendments	23/07/21		P2
Issued for Planning	26/03/21		P1

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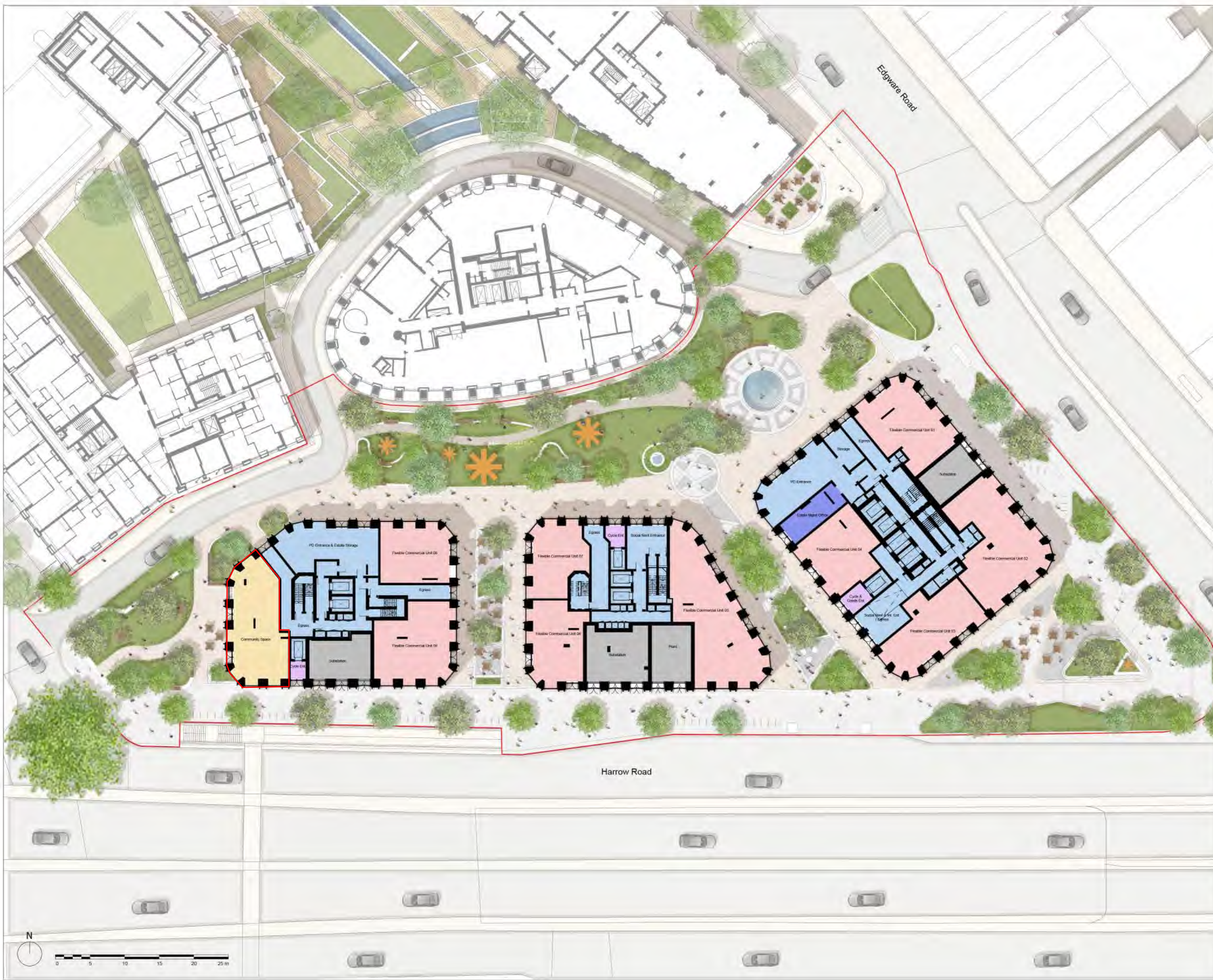
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 T: 020 7278 5555
 info@squireandpartners.com
 www.squireandpartners.com

Project
 Paddington Green Police Station
 London, W2

Title
 Community Space Plan

Suitability Status
S2 For Information

Date	Scale @ ISO A1	Job Number
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Drawing Number		Revision
15044-SQP-ZZ-00-DP-A-PL01150		P3

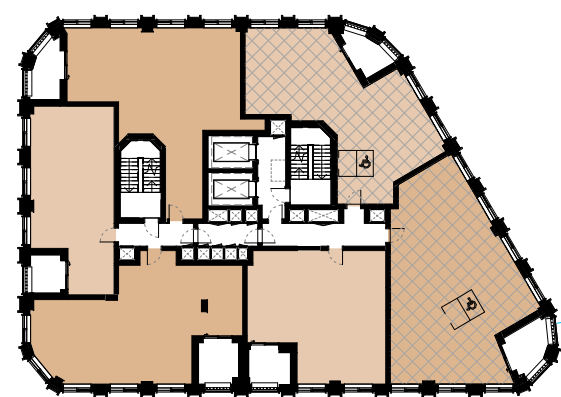
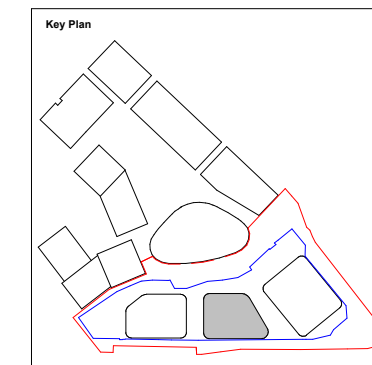


Plan 7

Plan 7

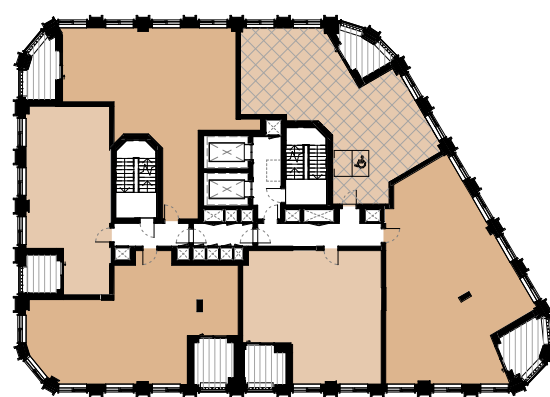
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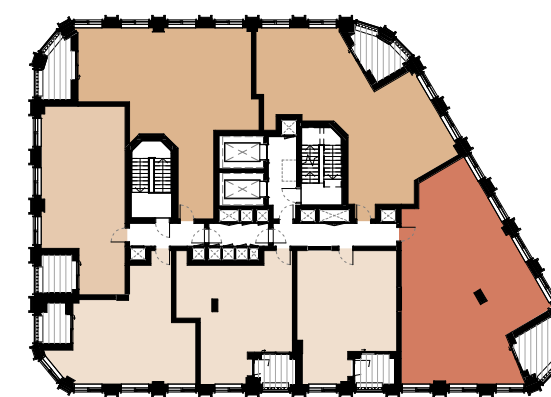
Block J - Typical 1A, Levels 1-3
Social Rented

Wheelchair User Unit
Ref: 15044-SQP-02-ZZ-DP-A-PL01201
Ref: 15044-SQP-02-ZZ-DP-A-PL01208



Block J - Typical 1, Levels 4-14
Social Rented

Wheelchair User Unit
Ref: 15044-SQP-02-ZZ-DP-A-PL01201



Block J - Typical 2, Level 15-16
Social Rented

Tenure: PRIVATE

- Studio
- 1 Bed
- 2 Bed
- 3 Bed
- 4 Bed

TEP

DS

Tenure: INTERMEDIATE

- Studio
- 1 Bed
- 2 Bed

JF

Tenure: SOCIAL RENTED

- 1 Bed
- 2 Bed
- 3 Bed
- 4 Bed

PG

GT

CATEGORY M(4)3
WHEELCHAIR USER
APARTMENTS

Reissued for Planning	21/12/22	P3
Issued for Planning	18/11/22	P2
Issued for Planning	26/03/21	P1
Description	Date	Chk Rev

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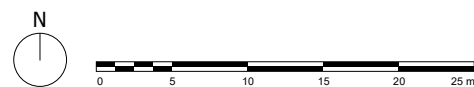
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Project
Paddington Green Police Station
London, W2

Title
Block J
Proposed Mix and Tenure Plan

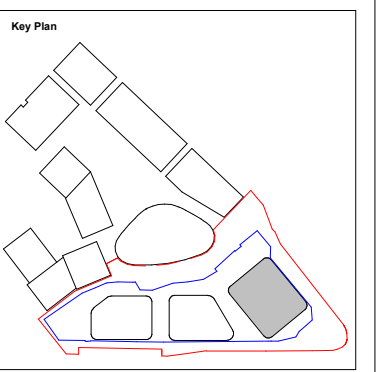
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S2	For Information	1:250	15044
Date	26.03.21	1:250	15044
Drawing Number	15044-SQP-02-ZZ-DP-A-PL01251	Revision	P3



Plan 7

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Tenure: PRIVATE

- Studio TEP
- 1 Bed
- 2 Bed
- 3 Bed DS
- 4 Bed

Tenure: INTERMEDIATE

- Studio JF
- 1 Bed
- 2 Bed

Tenure: SOCIAL RENTED

- 1 Bed PG
- 2 Bed
- 3 Bed
- 4 Bed GT

CATEGORY M(4)3 WHEELCHAIR USER APARTMENTS

Issued for Planning	18/11/22	P3
Planning Amendments	23/07/21	P2
Issued for Planning	26/03/21	P1
Description	Date	Chk Rev

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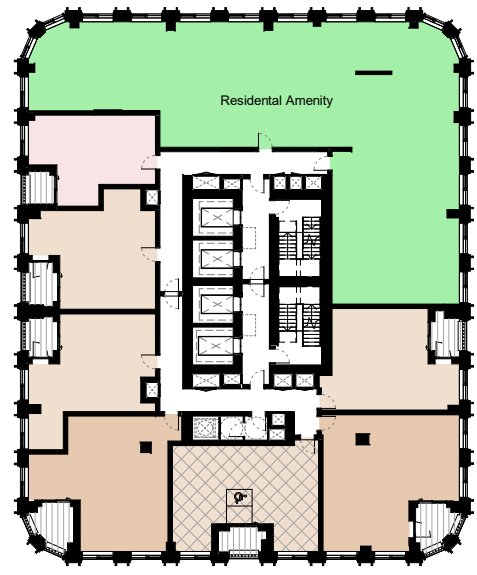
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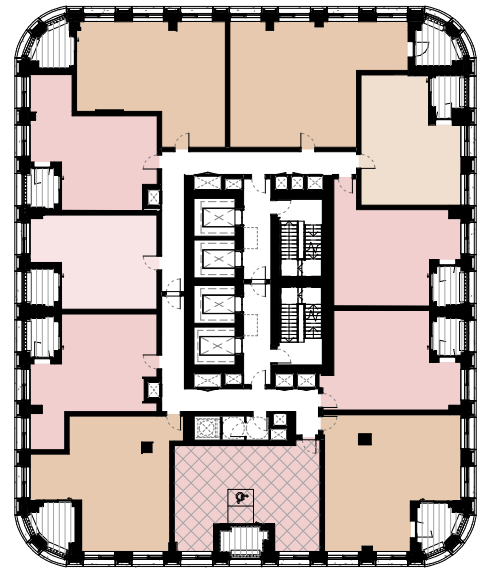
Title
Block K
Proposed Mix and Tenure Plan

Suitability	Status	Job Number
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Date	Scale @ ISO A1	Job Number
26.03.21	1:250	15044
Drawing Number	Revision	
15044-SQP-03-ZZ-DP-A-PL01252	P3	



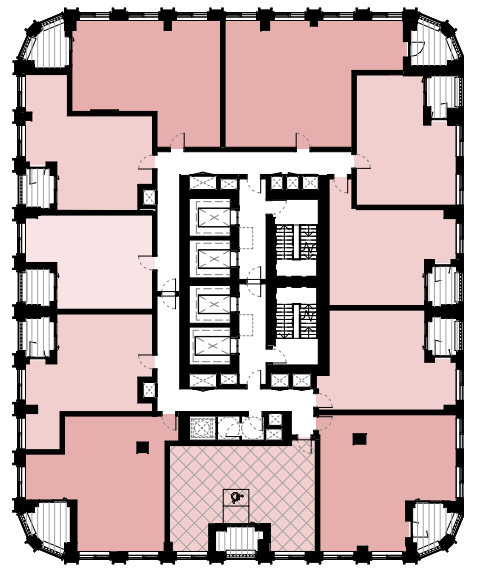
Block K - Residential Amenity, Level 1
Social Rented and Intermediate

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01202



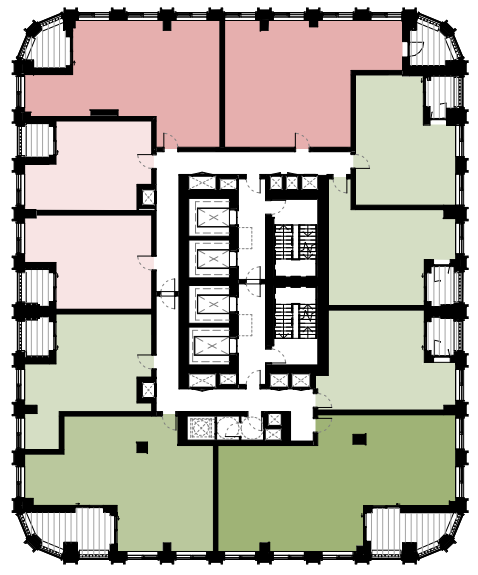
Block K - Typical 1, Level 2
Social Rented and Intermediate

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01202



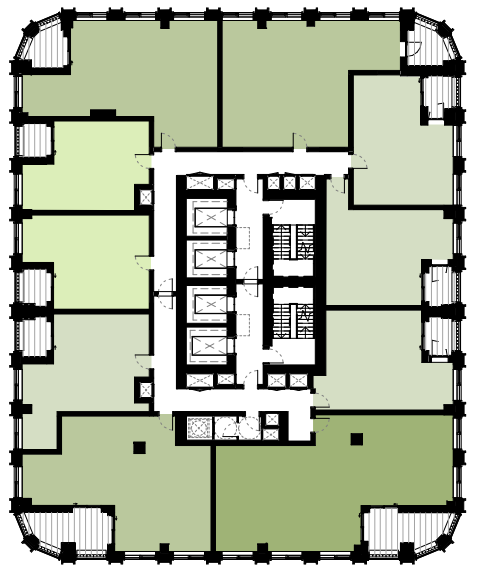
Block K - Typical 1A, Levels 3-11
Intermediate

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01202



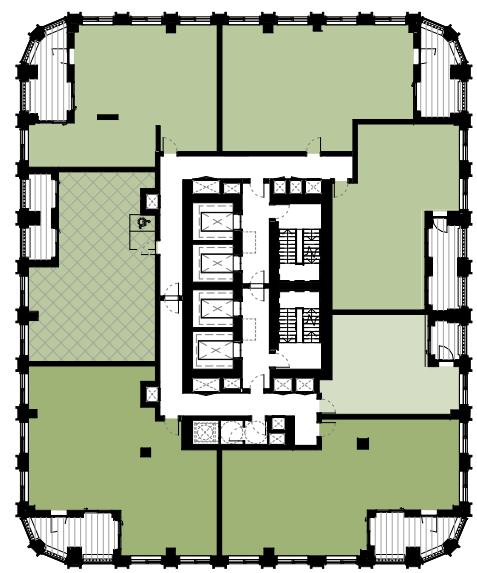
Block K - Typical 2, Level 12
Intermediate and Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01206



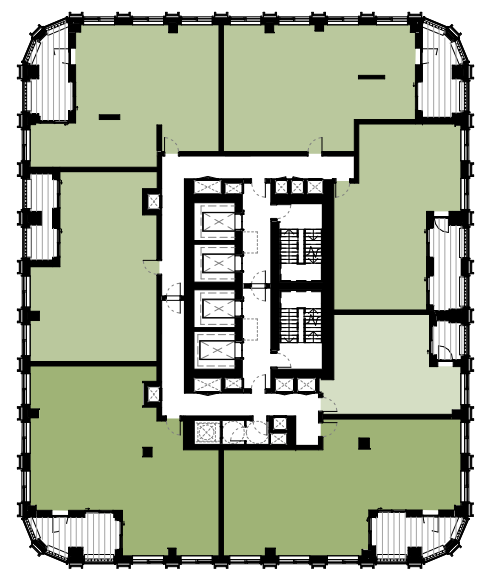
Block K - Typical 2A, Level 13-16
Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01207



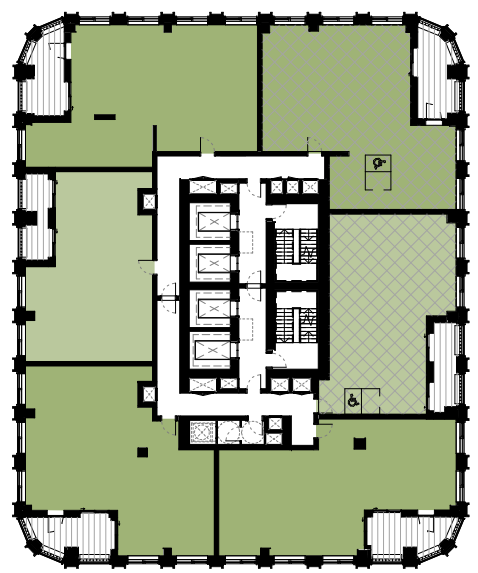
Block K - Typical 3, Levels 17-23
Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01203



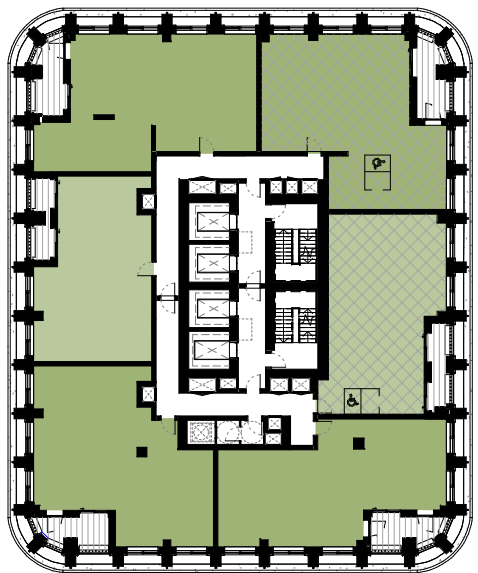
Block K - Typical 3A, Levels 24-29
Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01205



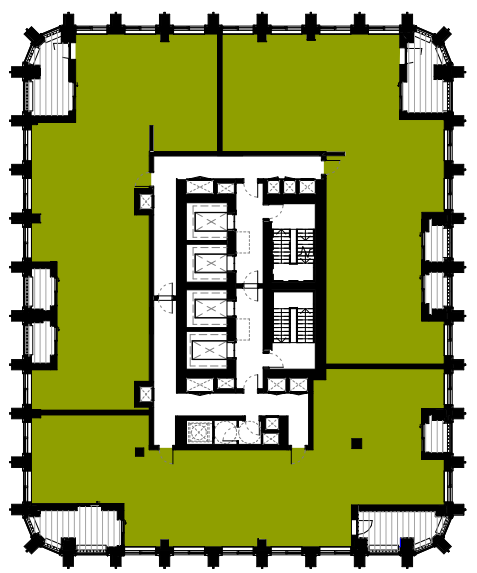
Block K - Typical 4, Levels 30-33
Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01204
Ref: 15044-SQP-03-ZZ-DP-A-PL01205



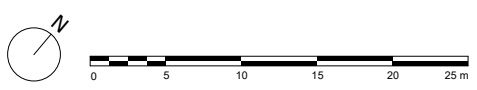
Block K - Typical 4A, Levels 34-37
Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01206
Ref: 15044-SQP-03-ZZ-DP-A-PL01207



Block K - Penthouse, Level 38
Private

Wheelchair User Unit
Ref: 15044-SQP-03-ZZ-DP-A-PL01208



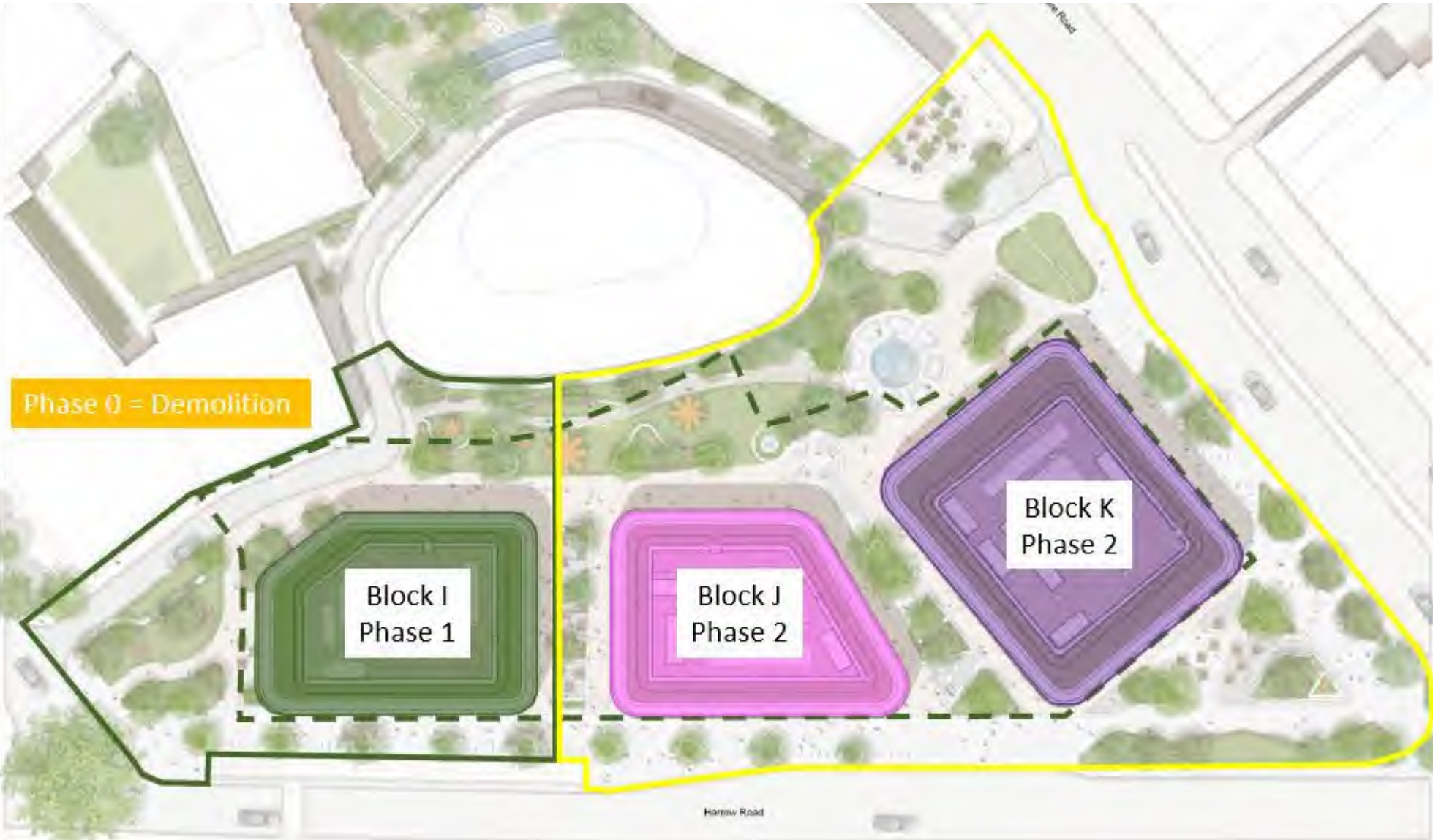
Plan 8

PGPS Phasing Plan

Phase 0 = Demolition

Phase 1 = Land within Green Line (solid & dashed) – Solid Green Line refers to Block I and Associated Landscaping and Dashed Green Line refers to sitewide basement only

Phase 2 = Land within Yellow Line, including Block J & K and Associated Landscape



TEP

DS

JF

PG

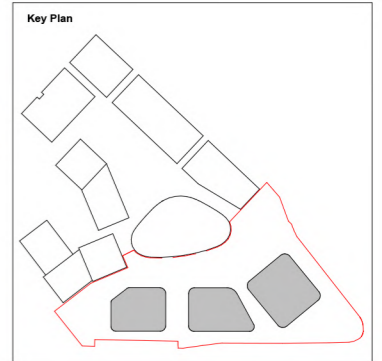
BT

Plan 9

Plan 9

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Key
— Planning Application Site Boundary

TEP

DS

JF

PG

BT

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Description	Date	Chk Rev

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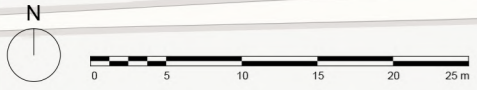
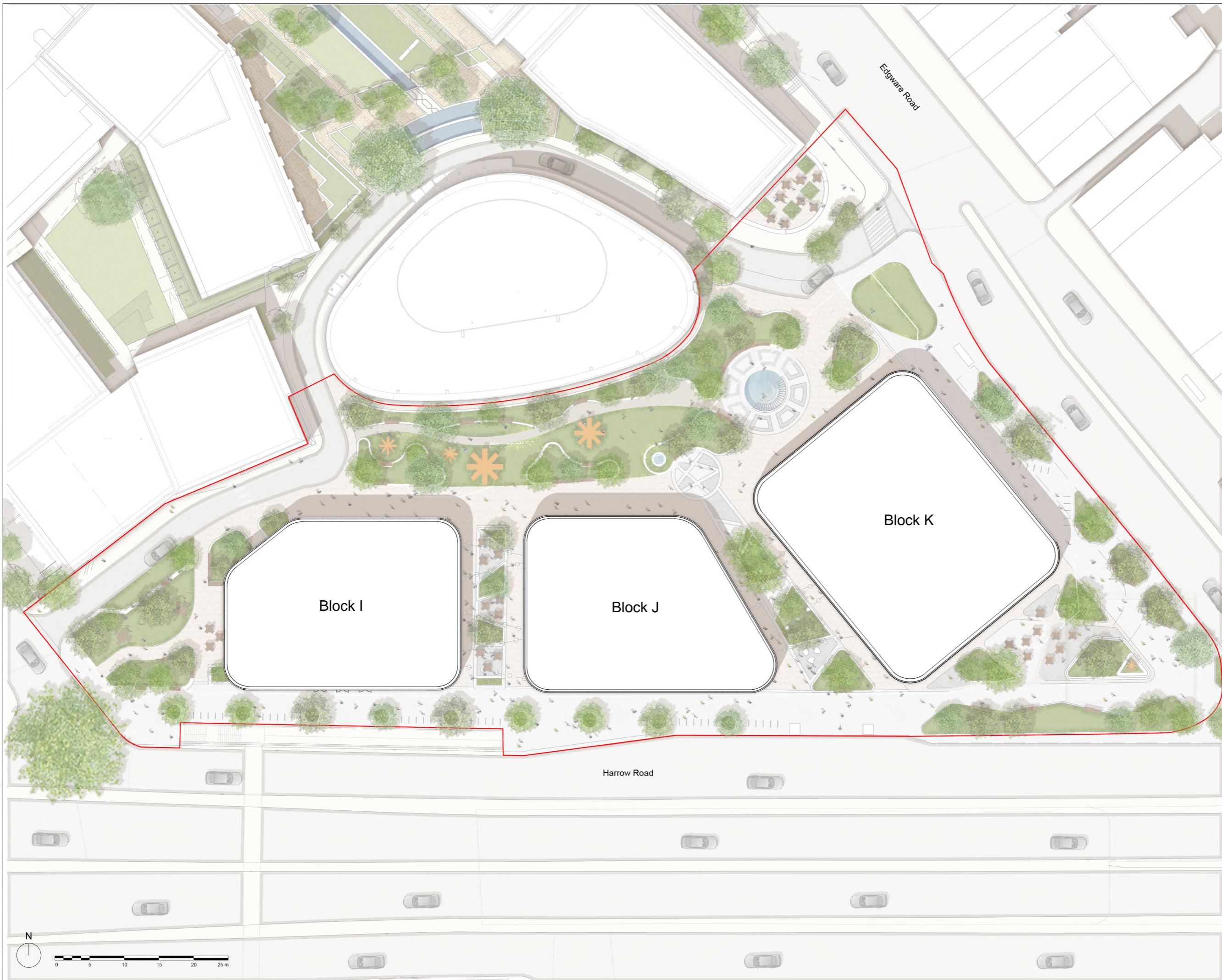
Project
 Paddington Green Police Station
 London, W2

Title
 Blocks at the Development Plan

Suitability Status
S2 For Information

Date Scale @ ISO A1 Job Number
26.03.21 1:250 15044

Drawing Number Revision
15044-SQP-ZZ-RF-DP-A-PL01109 P2



Plan 10

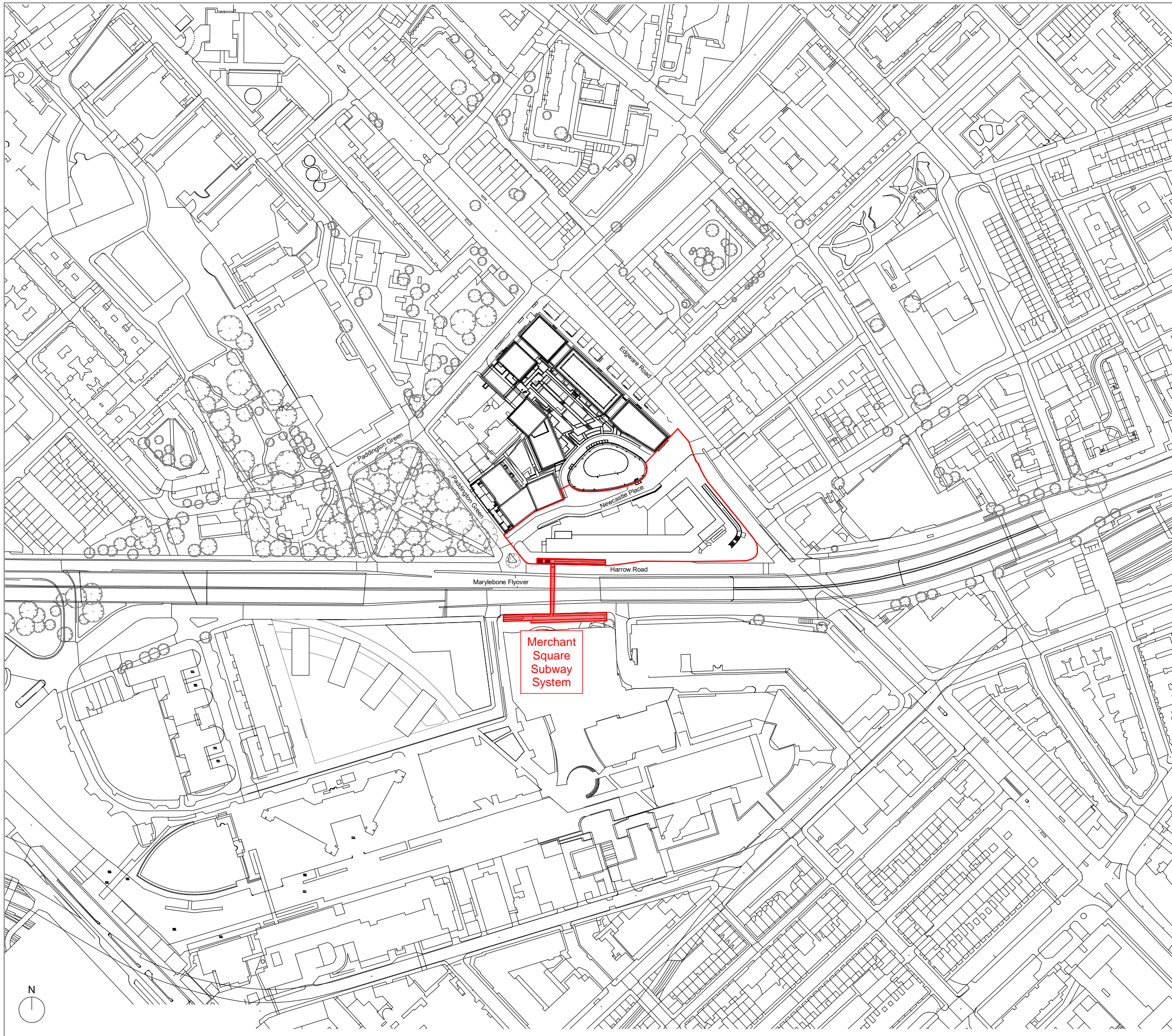
Plan 10

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Key



TEP

DS

JF

PG

gt

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Description	Date	Chk	Rev

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Project
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London, W2

Title
Plan 10 - Subway System

Suitability	Status	Job Number
S2	For Information	15044
Date	Scale @ ISO A1	Job Number
26.03.21	1:1250	15044
Drawing Number	Revision	
15044-SQP-ZZ-ZZ-DP-A-PL01001	P2	



Plan 11

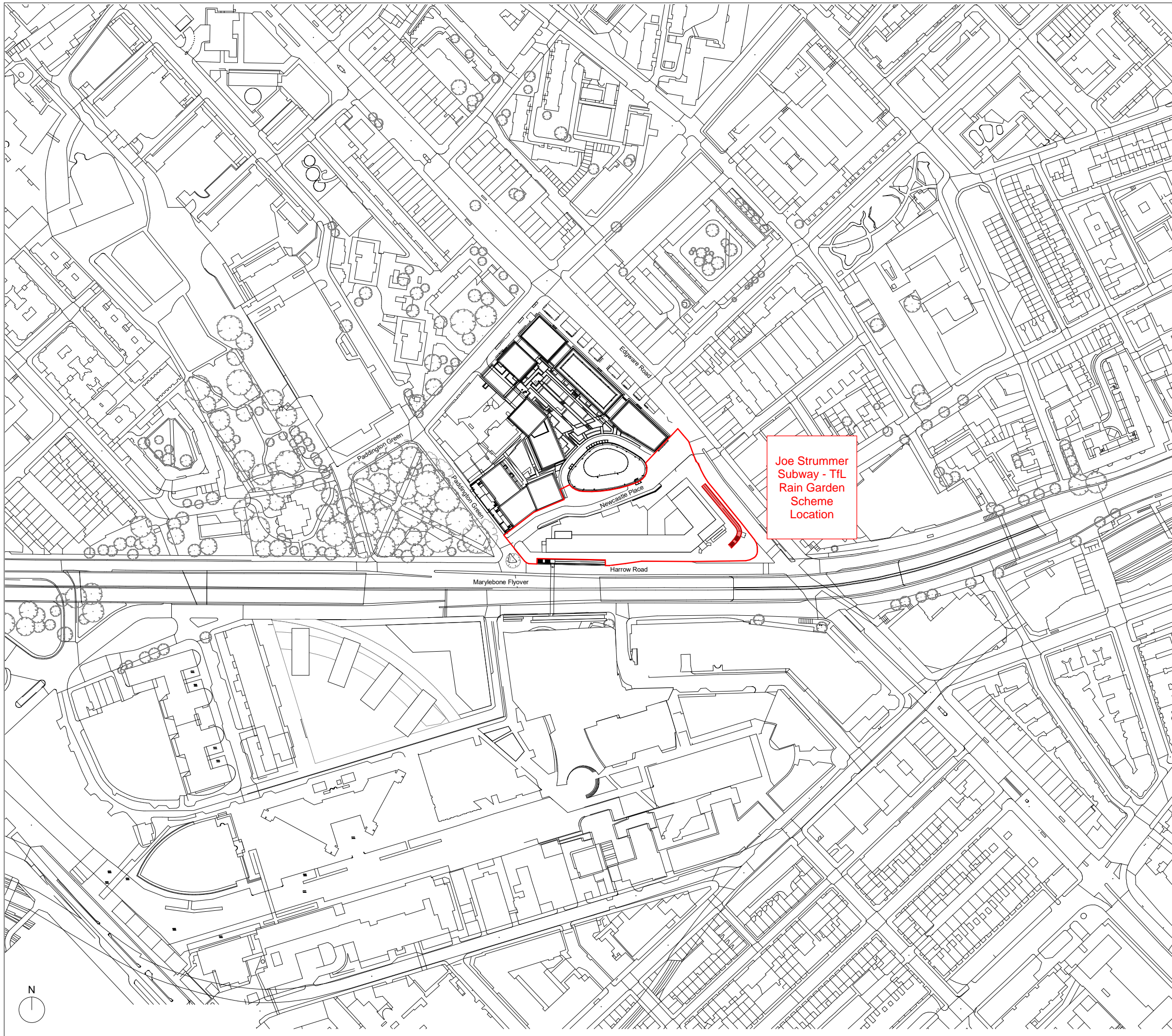
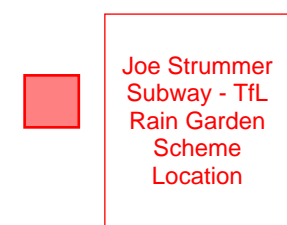
Plan 11

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Key



Joe Strummer
Subway - TfL
Rain Garden
Scheme
Location

TEP

DS

JF

PG

AT

Issued for Planning	18/11/22	P2
Issued for Planning	26/03/21	P1
Description	Date	Chk

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Project
Paddington Green Police Station
London, W2

Title
**Plan 11 - Joe Strummer Subway
- TfL Rain Garden Scheme
Location Plan**

S2 For Information

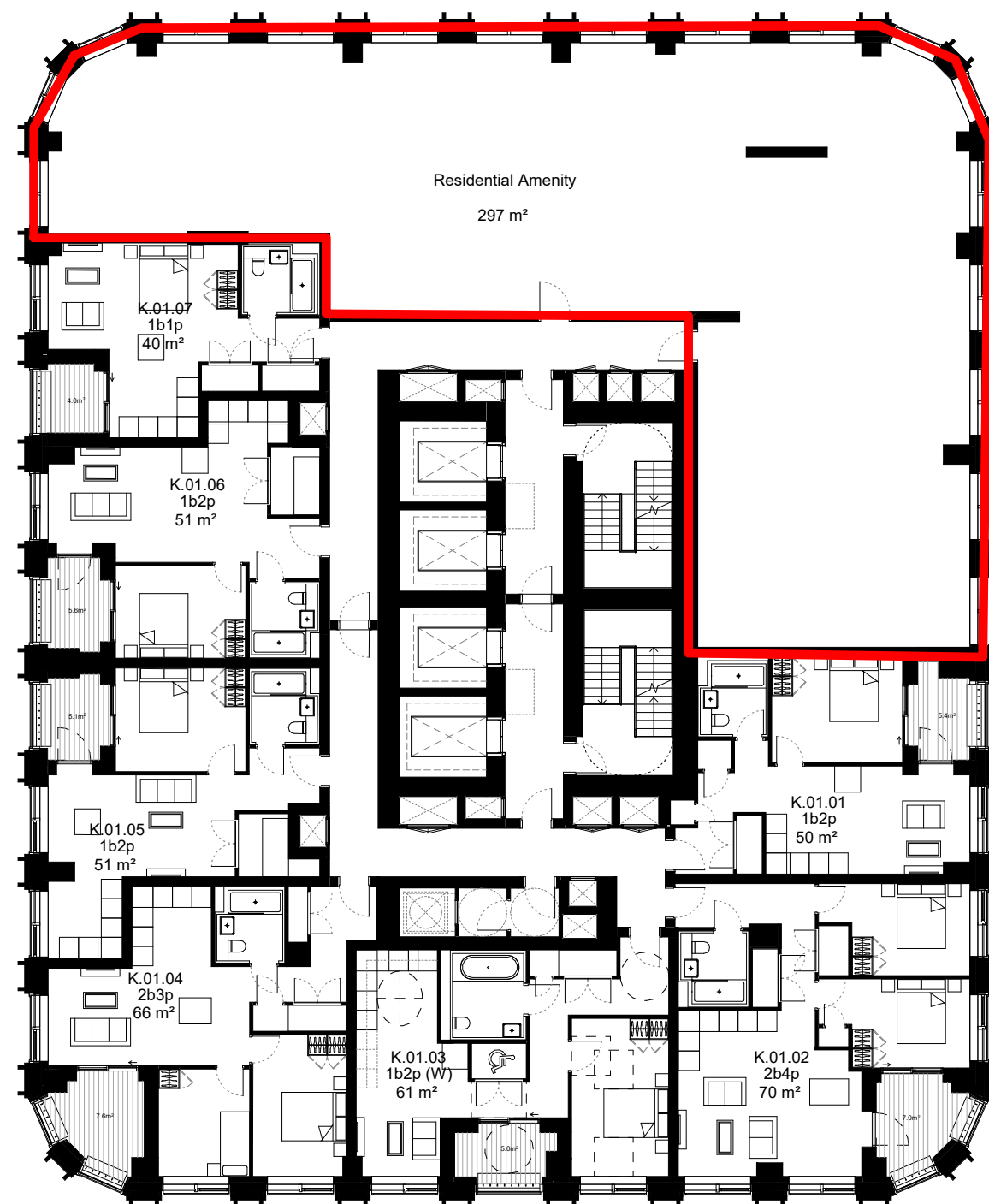
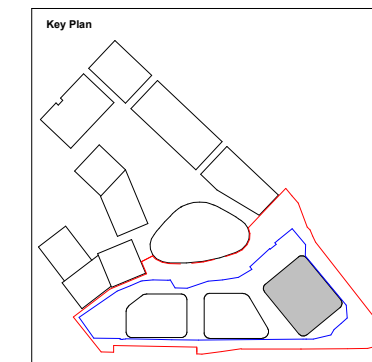
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Drawing Number		Revision
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Plan 12

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TEP

DS

JF

PG

JA

Residential Amenity

Issued for Planning	18/11/22	P1
Description	Date	Chk Rev

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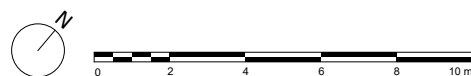
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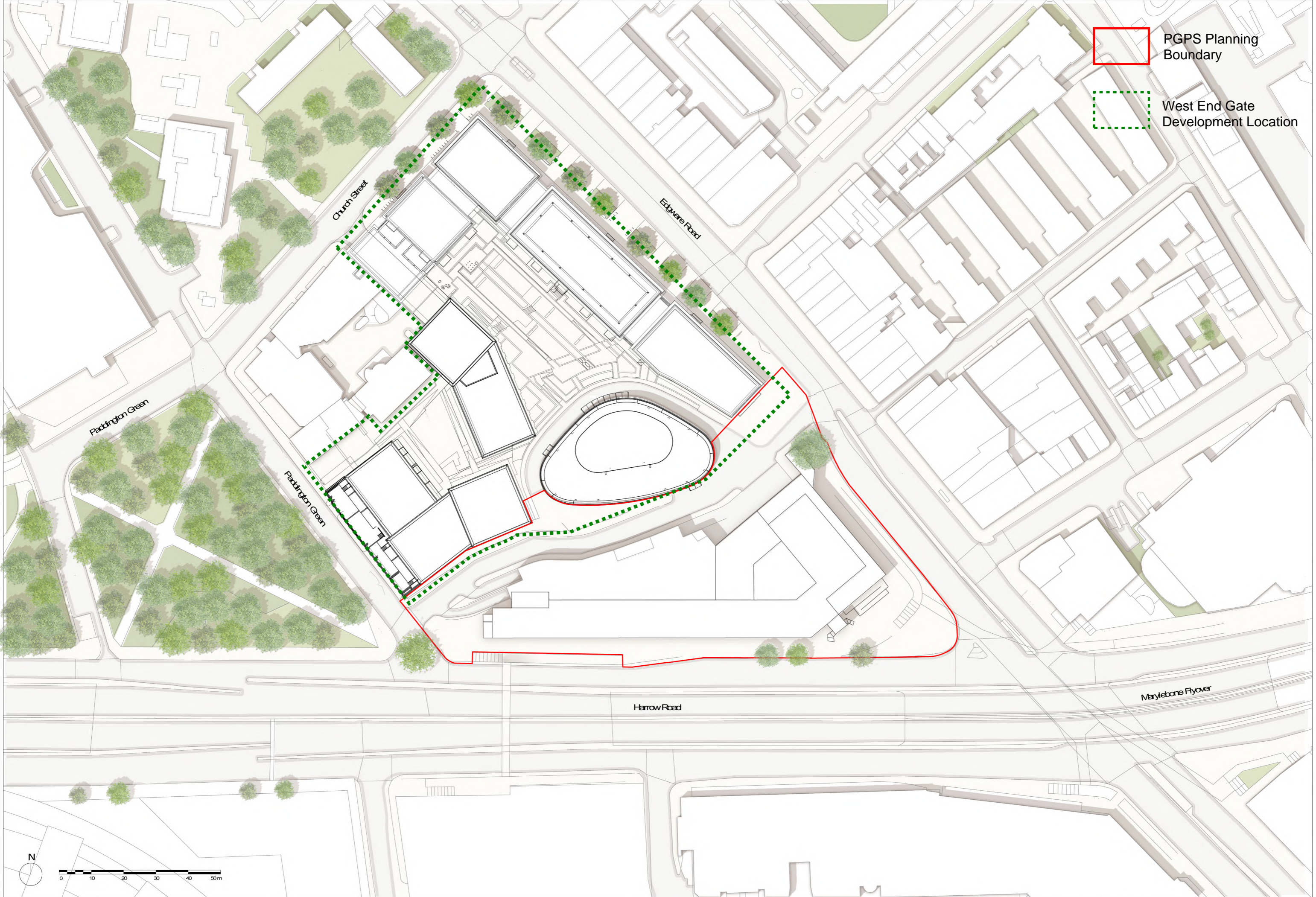
Project
Paddington Green Police Station
London, W2

Block K Amenity Space

Suitability	Status	Scale @ ISO A1	Job Number
S2	For Information	1:100	15044
Date	18.11.22	1:100	15044
Drawing Number	15044-SQP-03-01-DP-A-PL01120	Revision	P1



Plan 13



PGPS Planning Boundary



West End Gate Development Location

Church Street

Edgware Road

Paddington Green

Paddington Green

Harrow Road

Marylebone Flyover



Plan 14

Notes

1. Drawing based on OS mapping and visual survey of existing street furniture
2. Design indicates horizontal alignment only and is subject to a full detailed design of both vertical and horizontal alignment
3. Design subject to full topographical survey
4. Drainage to be reviewed and suitability of existing gullies to be confirmed

TEP

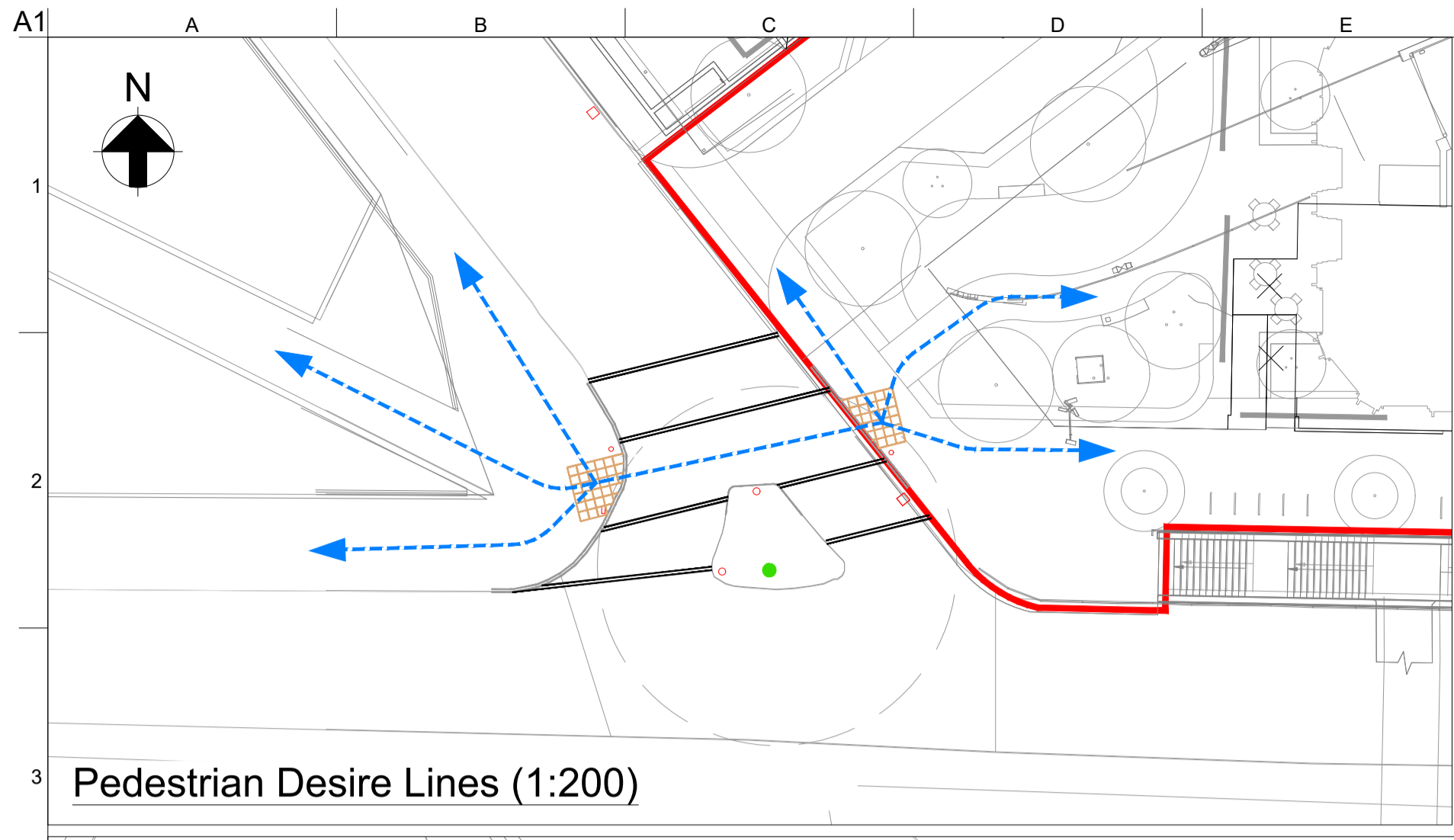
DS

JF

PG

ST

Local Example of Existing Raised Table Pedestrian Crossing on Glentworth Street



Pedestrian Desire Lines (1:200)



B	09/02/23	RJM	SY	AF
A	14/12/22	RJM	SY	AF

Rev	Date	By	Chkd	Appd

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 13 Fitzroy Street
 London W1T 4BG
 Tel +44(0)20 7638 1531 Fax +44(0)20 7580 3924
 www.arup.com

Client
**Berkeley Homes
 (Central London) Limited**

Project Title
Paddington Green Police Station

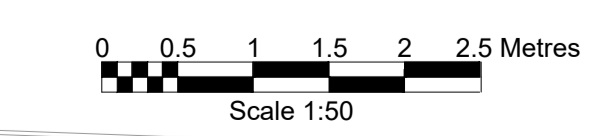
Drawing Title
**Indicative Paddington Green
 Raised Table Pedestrian Crossing**

Scale at A1 1:50

Role Transport

Suitability - For Information -

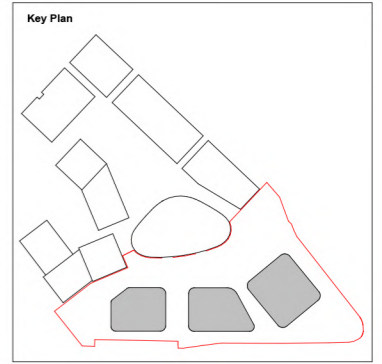
Arup Job No 277685-00	Rev B
Name 277685-SK-060	



Plan 15

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Key

- Planning Application Site Boundary
- Ground floor extent of Block I

TEP DS

JF PG

ST

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Issued for Planning	26/03/21	P1
Description	Date	Chk Rev

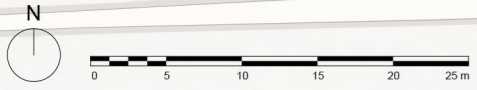
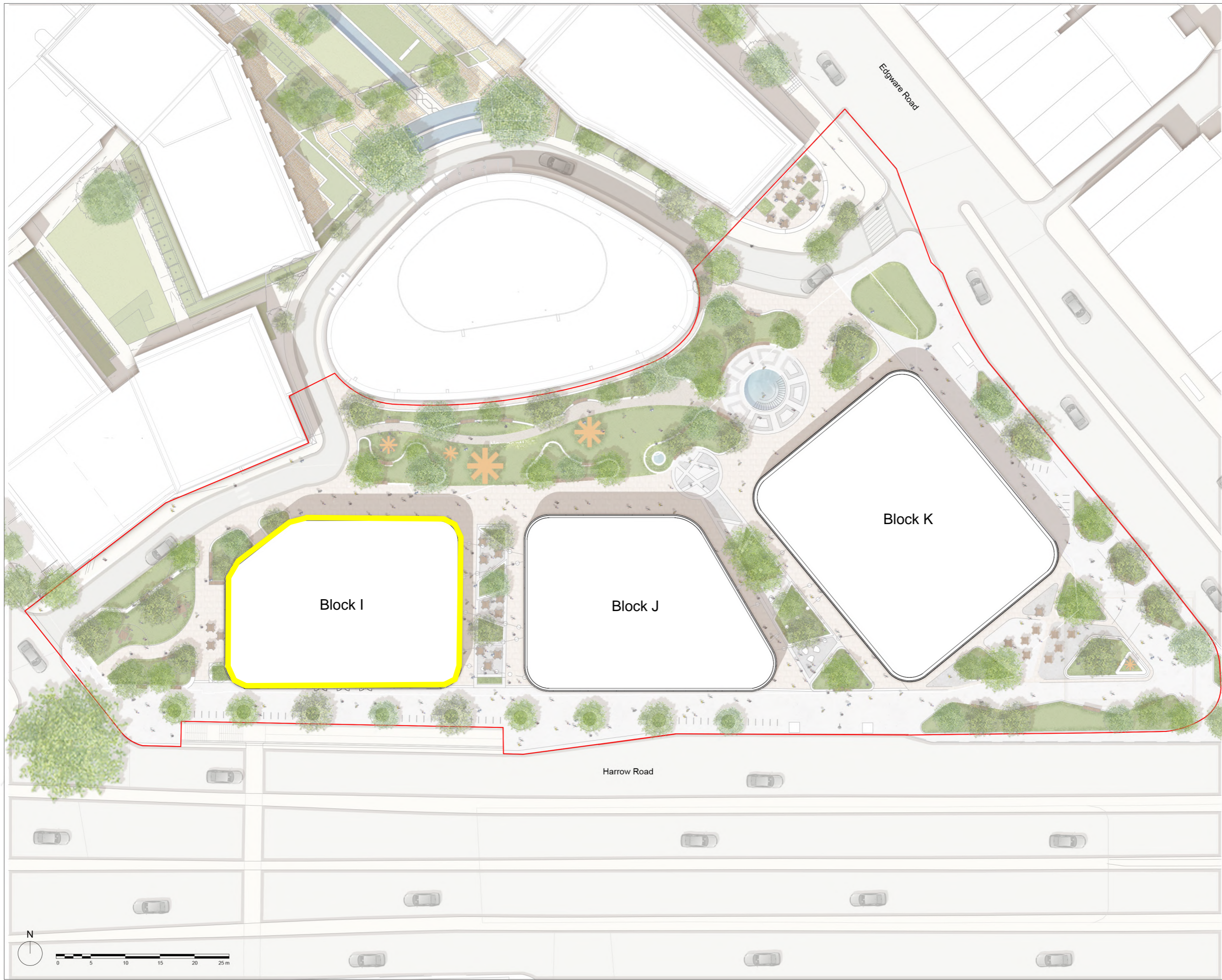
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Project
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 London, W2

Title
 Ground Floor Extent of Block I
 Plan

Suitability	Status	Scale @ ISO A1	Job Number
S2	For Information	1:250	15044
Date	26.03.21	1:250	15044
Drawing Number	15044-SQP-ZZ-RF-DP-A-PL01109	Revision	P2

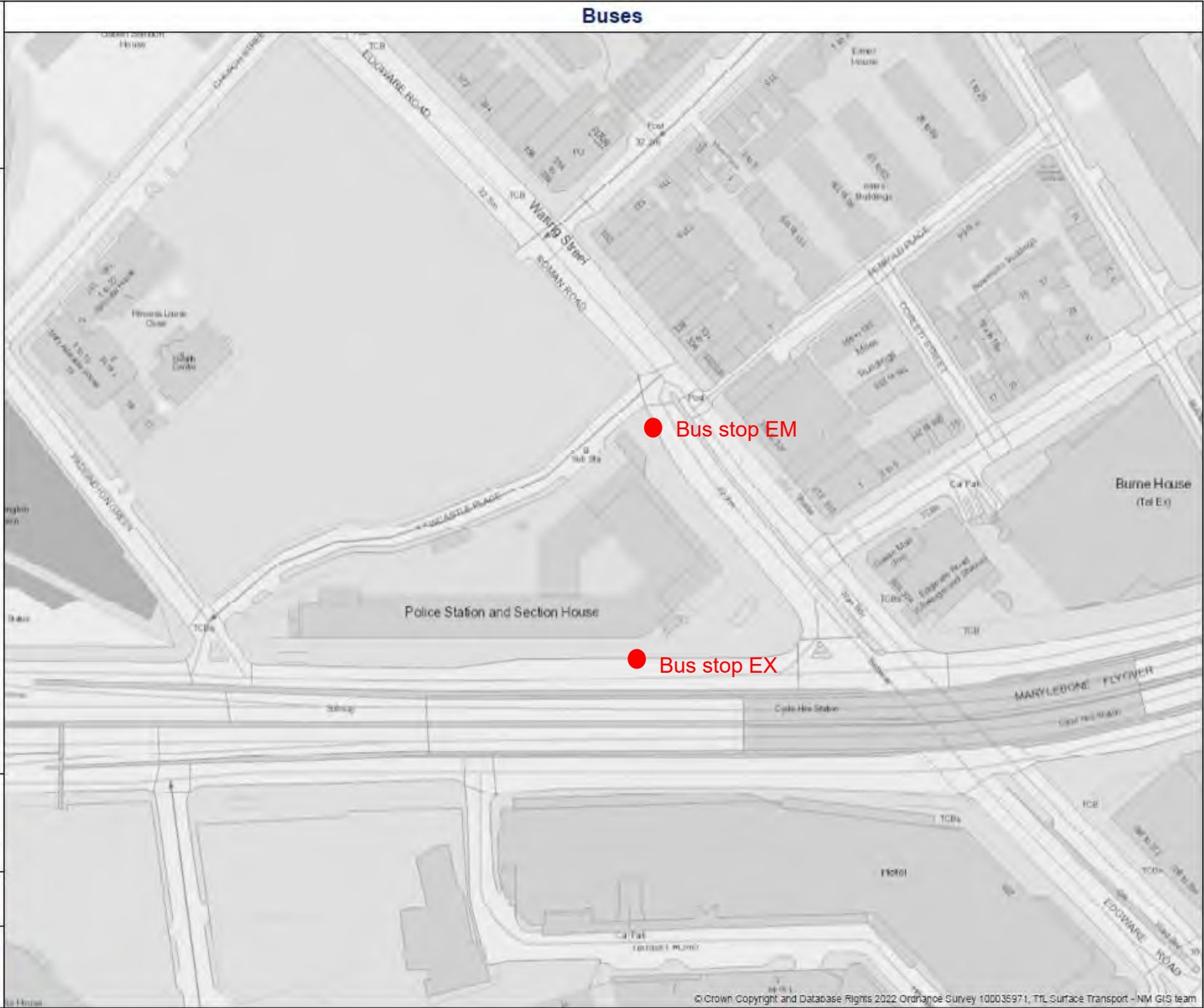


Plan 16

Buses



Legend



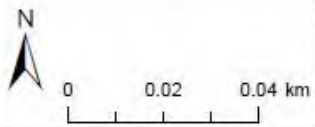
TEP

DS

JF

PG

AT



PRINTED BY:
Surface Playbook Admin

DATE:
09/03/2023



APPENDIX 2

DRAFT WALKWAYS AGREEMENT

THIS AGREEMENT is made the day of 20{ }

BETWEEN:

- (1) { } (hereinafter referred to as “the Owners”) of the one part; and
- (2) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of City Hall P.O. Box 240 Victoria Street, London SW1E 6QP (hereinafter referred to as “**the City Council**”) of the other part.

WHEREAS:

- A The Owners have an interest in the site bounded by { } (“**the Site**”) which is within the London Borough of the City of Westminster and which has been developed under planning permission granted pursuant to an application Registered Number { } (hereinafter described as “**the Development**”).
- B This Agreement is supplemental to an Agreement (“**the Section 106 Agreement**”) made {●} between (amongst others) the Owners and the City Council pursuant to Section 106 of the Town and Country Planning Act 1990 whereby the Owners agreed to provide the walkway areas in the Development shown edged {●} annexed hereto (hereinafter described as “**the Walkways**”).
- C The Section 106 Agreement provided for this Agreement to be entered into to regulate the maintenance and security of the Walkways.
- D The City Council is a highway authority for the area of the City of Westminster for the purpose of Section 35 of the Highways Act 1980 (hereinafter referred to as “**the Act**”) and is a principal council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (hereinafter referred to as “**the 1982 Act**”).
- E The parties hereto consider that the Walkways should be dedicated as walkways pursuant to Section 35 of the Act and that provision should be made for regulating the use maintenance cleansing and lighting of the Walkways and related matters and have entered into this Agreement for such purpose

NOW THIS DEED WITNESSETH as follows:

- 1** This Agreement is made pursuant to Section 35 of the Act and Section 33 of the 1982 Act and of all other powers the parties hereto enabling.
- 2** The Owners hereby agree and confirm that subject to clause 9.6 the Walkways shall be dedicated as walkways as provided for in Section 35 of the Act but subject as hereinafter mentioned.
- 3** Subject to clause 8(f) the Owners covenant that they shall:
 - 3.1** ensure that the Walkways are kept open between the hours of 07.30 and 24.00 (or such alternative minimum hours of opening as may either be suggested by the City Council and agreed by the Owners or submitted by the Owners to the City Council and approved in writing by the City Council) for the use of the public on foot unless otherwise agreed by the City Council;
 - 3.2** to maintain the Walkways for use by the public in accordance with the current adopted standards by the City Council;
 - 3.3** maintain to the reasonable satisfaction of the City Council any structure which gives support to the Walkways so as to protect and preserve such support for the Walkways insofar as it lies within the control of the Owners to do so;
 - 3.4** keep in good order and in a safe condition to the reasonable satisfaction of the City Council the structures and finishes including the lighting of the Walkways and all buildings or structures above below and adjoining them which form part of the Development;
 - 3.5** maintain and pay for the supply of electricity and water for the purposes of lighting and cleansing the Walkways;
 - 3.6** keep the Walkways illuminated to the reasonable satisfaction of the City Council so far as is necessary during the hours when they are open to the public;
 - 3.7** cleanse the Walkways and use all reasonable endeavours to keep them in a good and tidy condition to the reasonable satisfaction of the City Council;
 - 3.8** subject to the provisions of Clause 4 keep the Walkways clear and unobstructed;

- 3.9** keep the City Council fully indemnified against all action costs claims demands and liability whatsoever in respect of damage to persons or property due to any breach of the covenants contained in Clauses 3.1 to 3.8 above provided that such indemnity shall not extend to any actions, costs, claims, demands or liability caused by the negligence of the City Council.
- 4** It is hereby agreed between the parties that subject to complying with the covenants in Clause 5 the Owners or any person firm or other body authorised by it shall be entitled:
- 4.1** to temporarily close the Walkways or any of them for the purpose of maintenance, repair, decoration or alterations of the Development or any part or parts thereof to any building or land abutting the Walkways for such period or periods as may be reasonably required to carry out and complete such maintenance, repairs, decorations or alterations;
- 4.2** to place structures and furniture including hard and soft landscaping gates and seats in the Walkways or to alter the position of such structures and furniture as are provided within the Development;
- 4.3** to work from the Walkways as necessary in connection with the maintenance, repair, decoration or alteration of the Development or any part or parts thereof;
- 4.4** to erect scaffolding on the Walkways for any purpose connected with the works specified in Clause 4. 3;
- 4.5** to exhibit upon or abutting the Walkways such lighting, notices, signs and advertising material as the Owners may wish;
- 4.6** to eject from or refuse access to the Walkways to any persons conducting themselves in any excessively noisy or disorderly manner or indecently behaving or causing any nuisance or annoyance;
- 4.7** to erect on the site or any part or parts thereof including without limitation on any of the buildings on the Site or any part or parts thereof which overhang Walkways provided that such structures shall not be permitted to overhang the Walkways without the written agreement of the City Council.
- 5** The exercise of the rights granted in Clause 4 shall be subject to the following:
- 5.1** obtaining any necessary statutory consents; and

- 5.2** having submitted details to the City Council and received the City Council's approval such approval not to be unreasonably withheld or delayed to such detail; and
- 5.3** if the result of any temporary closure would be to reduce the width of any part of the Walkways to less than 1.8 metres then if an alternative route is in the opinion of the City Council reasonably necessary and available having submitted details of such an alternative route to the City Council and received the City Council's approval such approval not to be unreasonably withheld or delayed to such details:
- 6** The Owners' obligations in respect of any or parts of the Walkways in this Agreement shall automatically and without further act determine in respect of the Walkways in the event they are developed in accordance with a planning permission or permissions granted after the date of this Agreement.
- 7** In the case of an emergency security risk or alert in the vicinity of the Site the Owners may in their sole discretion close the Walkways for a period of up to seven days having given notice to the City Council within twenty four hours of such closure after which the Walkways may only be kept closed pursuant to this clause with the agreement of the City Council.
- 8** Nothing herein contained shall be construed as affecting or interfering with the ownership of the soil of the land on the Site (except so much of the sub-soil of the land as is required to support the Walkways) which shall still form part of the Site held under the Owners' titles subject to the statutory powers of the City Council.
- 9** It is further agreed between the parties hereto:
- 9.1** that the Owners shall upon parting with the entirety of their respective interests in the Site as a whole be released from all liability whatsoever under the terms of this Agreement save insofar as it relates to a relevant prior breach of this Agreement;
- 9.2** subject to Clauses 9.3 and 9.4 for the purpose of securing compliance with any of the covenants of the Owners herein contained the City Council may by its servants or agents enter upon the Walkways or any adjoining or adjacent building or structure on the Site in which the Owners have an interest to undertake itself any necessary works in accordance with the

provisions of this Agreement by its own employees or contractors and recover its reasonable and proper costs within 14 days of the said costs being requested by the City Council;

- 9.3** before starting any works under Clause 9.2 the City Council shall first give the Owners ten working days written notice or in the event of there being a significant danger to users of the Walkways such lesser period at the absolute discretion of the City Council;
- 9.4** any notice served under Clause 9.3 shall specify the period of the notice ("**the notice period**") the extent of the work which the City Council proposes to carry out in accordance with the terms of this Agreement ("**the Works**");
- 9.5** if before the expiry of the notice period the Owners serve written notice upon the City Council that the Owners intend diligently to execute or procure the execution of the Works specified in a notice served under Clause 9.3 the City Council shall not be entitled to execute the relevant part or parts of the works specified in the notice served under Clause 9.3 unless the Owners then fail to execute those works and the Owners shall pay to the City Council within 14 days of any request to do so the costs incurred by the City Council in carrying out any emergency remedial works and any costs incurred in the serving of the notice;
- 9.6** that the areas within the Walkways shown coloured {●} (as they may be modified in agreement with the City Council) shall be able to have sited on them {*hard landscaping and seating* – if applicable} and so the provisions in Clauses 2 and 3 of this Agreement shall not apply to those areas.
- 10**
- 10.1** where under the terms of this Agreement the approval of or certificate of the City Council regarding any matter is required such approval or certificate shall be in writing under the hand of the Director of Planning or other proper officer for the time being of the City Council;
- 10.2** any document to be given or served by one part to the other under the terms of this Agreement shall be deemed to have been properly served or given if sent by ordinary pre-paid post.

- 3 The City Council will apply every sum received under paragraph 2 above solely towards the cost of completion of the [WCC Highway Works][WCC Highway Works Phase] or remedying the said defects or default and the administrative expenses incurred by it in preparing any alternative contract and of supervising the execution of the alternative contract.
- 4 The total amount of the Bond Sum and liability of the Surety to the City Council under this Bond will be reduced, limited and terminate as follows:
 - 4.1 to 10% of the original Bond Sum on the date of issue of the Certificate of Substantial Completion (as defined in the Agreement);
 - 4.2 to zero on the date of issue of the Final Completion Certificate (as defined in the Agreement);
- 5 All outstanding obligations in this Bond and the liability of the Surety under this Bond shall automatically terminate upon another bond being provided to and accepted by the City Council for a sum of money equivalent to the amount of the Bond Sum to secure compliance with the outstanding obligations at such time of the Owner contained in the Agreement unless otherwise agreed in writing between the Owner, the Surety and the Director of City Highway.
- 6 Following a reduction or termination of this Bond and receipt of a written request to do so the City Council will within 20 Working Days of receiving such request issue a certificate/ letter signed by the Director of City Highway to the Owner and the Surety certifying such reduction or termination (as the case maybe).
- 7 Any notice to the Surety under this Bond shall be in writing and shall be served at or sent by registered or recorded delivery post to its registered office mentioned above and marked for the attention of [Position of person at Surety to be inserted].
- 8 The Bond is governed by the law of England and Wales and the parties agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of English Court.
- 9 This Bond is personal to the City Council (and any successor to its statutory functions) and is not assignable or otherwise transferable.
- 10 Terms in this Bond have the same meaning as in the Agreement unless indicated otherwise.

APPENDIX 4

SERVICE CHARGES LIST

Management

Development Manager

Facilities Management Engineer

Night Security & Life Safety

Management Fees

Service Charge Audit Fees

Staff Training & Uniforms

Utilities

Electricity

Water Costs

Soft services

General Maintenance

Contribution to the Maintenance of the Basement

Audio/Video Door Entry Systems

TV Distribution System

Refuse Management

Window/Facade Cleaning

Pest Control

Hard services

Fire & Smoke Systems

Roof Safety Systems/BMU

M&E Plant Maintenance

Insurance

Building & Terrorism

Engineering Insurance

Exceptional expenditure

Reserve Funds

M&E Repairs Reserves

APPENDIX 5

TfL's Guidance Note "Requirements for the Development and Acceptance of Proposals for Structures & Tunnels Capital Schemes"

Procedure

PR1477 A1

Formerly SQA-2025

Technical Approval of Surface and Highway Structures

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1 Purpose

The purpose of this document is to define the procedure for the Technical Approval process to be followed by consultants and contractors undertaking design and assessment on or near the TfL network that may affect TfL Surface (non-rail) assets, including highway, bus or marine structures.

2 Background and scope

2.1 Background

2.1.1 TfL Engineering Surface and Highway Structures team is the Technical Approval Authority (TAA) on behalf of TfL Surface (Non-Rail).

2.1.2 TfL Engineering Surface and Highway Structures (S&HS) team generally adopts the National Highways standards for the design, construction and maintenance of highway and marine structures. It includes the Design Manual for Roads and Bridges (DMRB), Manual of Contract Documents for Highway Works (MCHW) and other supplementary standards for specific project requirements. TfL Engineering also has its own standards where applicable, in connection with highways and tunnel safety systems. The Designer must discuss with the TAA prior to commencing design.

2.2 Scope

2.2.1 This procedure applies to proposals promoted by TfL or Third Parties.

2.2.2 Technical Approval applies to all works on or near TfL Surface Assets including highway, bus and marine structures. It covers all proposals, temporary and permanent, including private development, to construct, assess, improve, repair or demolish a structure within the highway boundary. It shall also be applied to proposals for structures that are outside the highway boundary, where either:

- The design, construction, maintenance, or demolition of the structure may affect TfL Surface Transport assets or the safety of the highway user including temporary works; or
- The structure will be adopted by TfL.

Note: The TAA may conclude that TA may not be necessary where there are no public safety issues e.g., temporary works in green field sites or works within the highway boundary where there will be no interface with the public.

2.2.3 This procedure shall be read in conjunction with the National Highways CG 300 'Technical Approval of Highways Structures'.

2.2.4 TA does not in any way modify or reduce the contractual and statutory responsibilities of any party for the work carried out, the legal responsibilities of professional engineers or confer any other approval of the proposals. For example, it does not constitute agreement to any proposals that are referred to TfL as a result of planning applications as part of the planning procedures or that the design or other aspect of the submission has been checked.

2.2.5 The proposer must also provide evidence that appropriate consultation has taken place, including TfL Asset Investment and Surface Asset Operations, with all relevant parties and that full and proper consideration has been given to risks



and hazards which may affect the highway, highway/marine structure, or the safety of the highway/river user.

2.3 Objective

- 2.3.1 The objectives of the Technical Approval procedures are to give increased assurance that proposals for design, construction, refurbishment, or demolition are safe to implement, and that any new structures procured will be serviceable in use, economic to build and maintain, comply with the objectives of sustainability, have due regard for the environment, and satisfactorily perform their intended functions. The TA procedures also will ensure, as far as reasonably practicable, that highway users and others are protected from adverse effects resulting from work carried out to any TfL Surface (non-rail) assets including highway, bus and marine structures and that there is adequate provision for safety under all circumstances.

2.4 Pathway Guidance (TfL schemes only)

- 2.4.1 Technical Approval forms part of the assurance that the Project Sponsor needs to enable approval of the Pathway Stage Gates. In order to maintain objectivity and ensure impartiality, Technical Approval and Sponsorship will be discrete and independent of each other. Where this is ambiguous within a project team the Project Sponsor or Executive Sponsor must be satisfied that Technical Approval has been robust.
- 2.4.2 The Technical Approval Authority must contribute to the Technical Requirements, which are included in the Project Requirements and updated prior to the commencement of each Pathway Stage.



3 Technical Approval Requirements

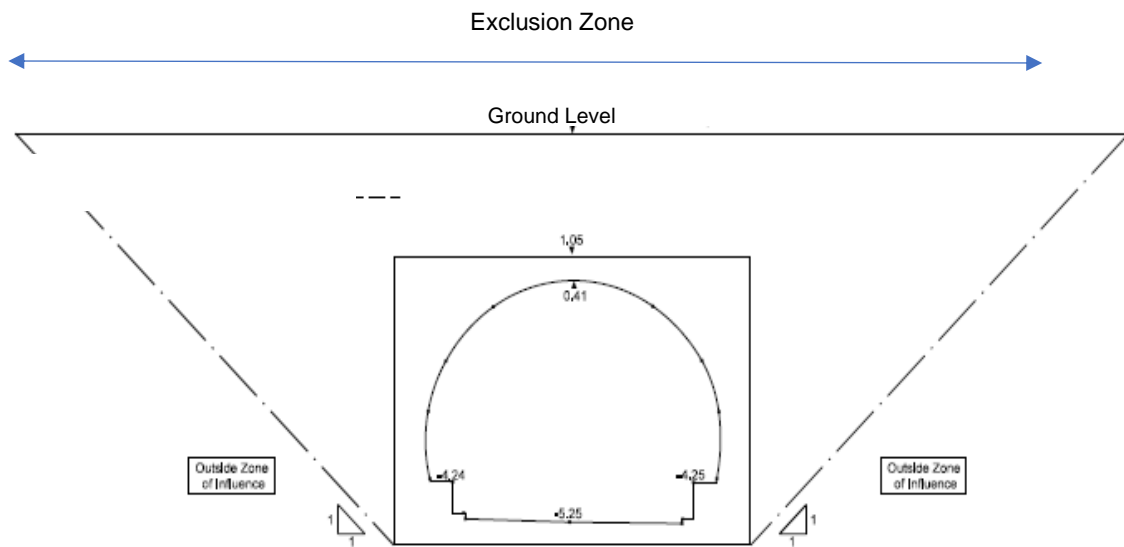
- 3.1 Technical Approval must be obtained from the TAA for all qualifying proposals prior to commencement of construction.
- 3.2 Unless agreed otherwise with the TAA, TA procedures require the proposer to submit an Approval in Principle (AIP) to TfL for each structure or tunnel safety system. Submissions shall comprise of a completed AIP using the template in and complying with the requirements of CG 300. This includes, but is not limited to, a location plan, a general arrangement drawing, and relevant parts of the Geotechnical Report, the completed Technical Approval Schedule (TAS), documents relating to consultation and any other relevant information or reports. Only relevant standards shall be listed within the TAS. The TAA must be consulted to confirm whether any specific documents need to be added to the TAS.

Note: For the design of highway structures where Structural Eurocodes are used, additional guidance and requirements are given in the National Highways CD 350 'The Design of Highway Structures'.

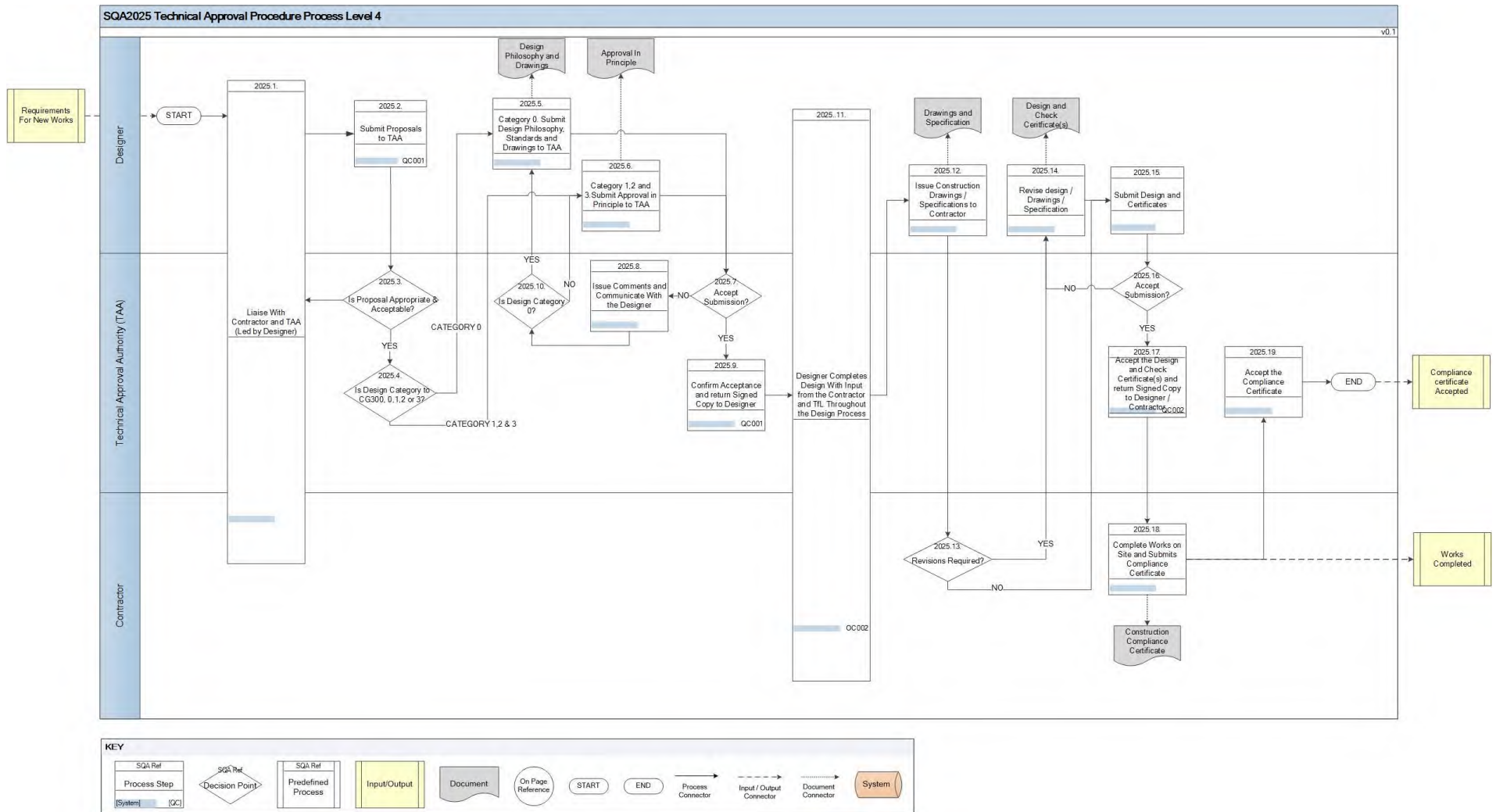
- 3.4 Unless agreed otherwise with the TAA, the documents (AIP and Certificates) shall be submitted in an electronic format.
- 3.5 Electronic documentation shall be submitted in PDF format. Any electronic report in PDF format submitted shall be bound with all appendices in one PDF file. The PDF file shall be created from the documents with original manuscript signatures.
- 3.6 Drawings submitted with proposals shall be specific and relevant and clearly show the general arrangement and key dimensions of the proposed and existing structures. The content of the general arrangement drawing is detailed in Appendix A.
- 3.7 For each proposal, a single organisation must assume responsibility for the whole of each activity; the Design, Assessment, Checking or Construction Compliance. Where sub-consultants or sub-contractors have been used to undertake the work, the lead consultant or contractor for the scheme must endorse the submission as if it were their own submission.
- 3.8 The technical requirements for the design of highway structures shall comply with the relevant standards and advice notes in the DMRB, Specification for Highway Works (SHW), and relevant British or European Standards including Published Documents, Product Standards and Non- Contradictory Complementary Information (NCCI).
- 3.9 The construction shall be in accordance with the SHW and Execution Standards. Other Standards, departures from Standards and methods of dealing with aspects not covered by Standard etc. shall be agreed with the TAA through the Technical Approval process.
- 3.10 The technical requirements for the design of tunnel safety systems shall be agreed with the TAA.
- 3.11 The technical requirements for the highway design shall be agreed with the Highways TAA if the highway design is affected by the proposal.

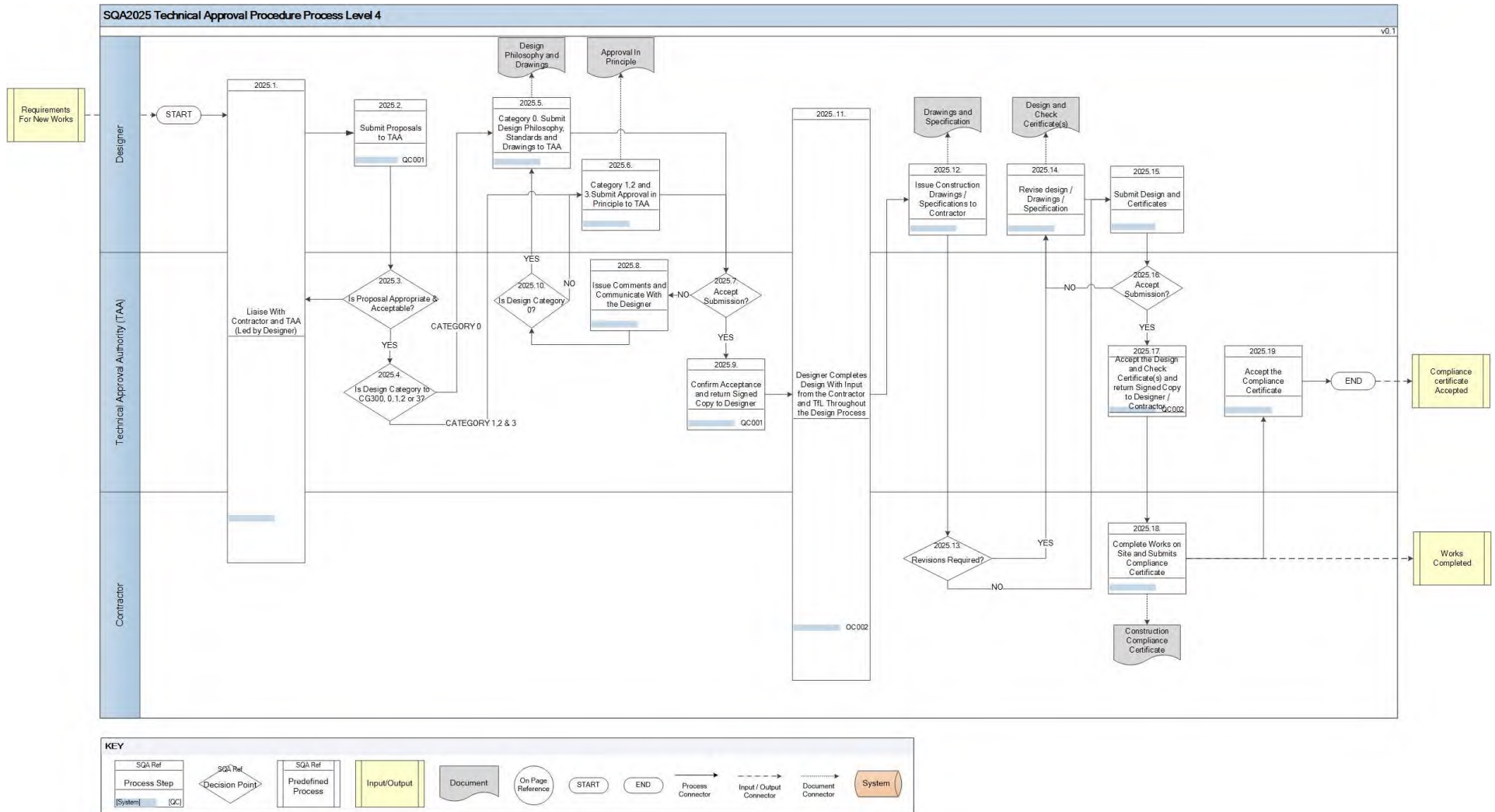


- 3.12 The designer must ensure that any hidden components are suitably detailed, and risk assessed so that the structural performance is not adversely affected through the life of the structure. The information shall be recorded under 'risks and hazards' section of the AIP. Refer to 'CIRIA C764 – Hidden Defects in bridges. Guidance for detection and management' for further details.
- 3.13 The designer must ensure that whole life-cycle carbon emissions, environmental impact and whole life costs have been considered in the proposal.
- 3.14 All proposals shall maintain a minimum of 3.5m clearance to existing highway structures, with the exception of tunnels where the exclusion zone is derived as shown below:



4 Technical Approval Process





Inputs:

- Requirement for New Works

2025.1. Early Liaison with Contractor and TfL led by Designer

Designer must liaise with Technical Authority Team and Contractor to discuss proposal.

2025.2. Submit Proposals to TAA

Please refer to technical approval requirements 3.1 to 3.7

Also, the proposal submission shall include sufficient information to allow the TAA to agree the category of check. Potential risks and hazards during the whole life of the structure such as construction, operation, maintenance and demolition, shall be identified, assessed and considered, with a view of eliminating or minimising them as far as reasonably practicable. The designer must satisfy themselves that the Principal Designer, if appointed, has reviewed all hazards identified and risks

2025.3. Is Proposal Appropriate & Acceptable?

If the answer is **YES**, please refer to step 2025.4.

If the answer is **NO**, please refer back to step 2025.1.

2025.4. Is Design Category to CG 300, 0, 1, 2 or 3?

Proposal shall be placed in one of four Categories: 0, 1, 2 or 3, according to criteria in CG 300. These range from Category 0 for minor structures which conform in all aspects of design, assessment, and construction to DMRB and MCHW Standards and contain no departures from Standards to Category 3 for larger complex structures which require sophisticated analysis, design or construction techniques or require departures from Standards.

If the Category is **0**, please refer to step 2025.5.

If the category is **1, 2 or 3**, please refer to step 2025.6.

2025.5. Category 0. Submit Design Philosophy, Standards and Drawings to TAA

Category 0 proposals do not require formal Approval in Principle however Technical Approval shall only be granted by the TAA if all the information specified in CG 300 is submitted with the completed Design and Check Certificate, (i.e. Standards schedule and drawing(s)).

2025.6. Category 1, 2 and 3. Submit Approval in Principle to TAA

Category 1, 2 and 3 proposals shall include the information described in Sections 3.1 to 3.7 above and provide sufficient information to demonstrate compliance with design requirements including the Technical Approval Schedule (TAS), i.e., details of all relevant Standards and other documents proposed for use in the design.



2025.7. Accept Submission?

Technical Approval Team must decide if proposal satisfies all technical requirements.

If the answer is **YES**, please refer to step 2025.9.

If the Answer is **NO**, please refer to step 2025.8.

2025.8. Issue Comments and Communicate with the Designer

Technical Approval Authority must issue detailed comments if proposal does not satisfy requirements, so changes can be made and resubmitted by designer.

2025.9. Confirm Acceptance and return Signed Copy to Designer

When satisfied with the proposals, the TAA must sign off the AIP to confirm its agreement. This must be received by the proposer before proceeding with any design or assessment. The TAA will require minimum 25 working days review period for each submission and each resubmission.

Copies of the signature pages and any other pages which have had amendments or comments added will be returned to the Project Manager or Designer as appropriate.

2025.10. Is Design Category 0?

If the answer is **YES**, please refer to step 2025.5.

If the Answer is **NO**, please refer to step 2025.6.

2025.11. Designer Completes Design with Input from the Contractor and TfL throughout the Design Process

Designer is responsible for completing design, however Contractor and TAA could provide inputs.

2025.12. Issue Construction Drawings / Specifications to Contractor

Designer issues drawings and or specifications to Contractor for approval

2025.13. Revisions Required?

Contractor decides if any changes are required to drawings or specification.

If the answer is **YES**, please refer to step 2025.14

If the answer is **NO**, please refer to step 2025.15.

2025.14. Revise design / Drawings / Specification

Designer revises drawings and or specification.

2025.15. Submit Design and Certificates

Designer submits Design and Certificates to TAA for approval.



2025.16. Accept Submission?

On completion of the detailed design or assessment, the proposer must submit the appropriate design/check certificates to the TAA confirming that the design or assessment is accurate, has been checked and is fully in compliance with the requirements of the AIP.

If the answer is **YES**, please refer to step 2025.17.

If the answer is **NO**, please refer to step 2025.14.

2025.17 Accept the Design and Check Certificate(s) and return Signed Copy to Designer / Contractor

The Design/Check Certificates must have been endorsed as accepted by the TAA before construction will be allowed to commence.

Copies of the endorsed Certificates will be sent to the relevant Project Managers or scheme proposer for record purposes and onward distribution as required.

2025.18. Complete Works on Site and Submits Compliance Certificate

Contractor completes works on site and submits Construction compliance certificate to TAA.

2025.19. Accept the Compliance Certificate

On completion of the Works, the Construction Compliance Certificate shall be submitted for acceptance by the TAA, confirming compliance with the AIP and the design as certified. Template is included in Appendix B.

Evidence shall be provided throughout the execution phase to demonstrate compliance to the TAA. This will usually take the form of a systematic inspection and testing plan being implemented and proof that any tests, inspections or trials are in accordance with the requirements set out in the specifications.

Outputs:

Contractor Completes Work

TAA Accepts Construction Compliance Certificate

5 Technical Approval Procedures

5.1 Category of Proposals

- 5.1.1 Proposal shall be placed in one of four Categories: 0, 1, 2 or 3, according to criteria in CG 300. These range from Category 0 for minor structures which conform in all aspects of design, assessment and construction to DMRB and MCHW Standards and contain no departures from Standards to Category 3 for larger complex structures which require sophisticated analysis, design or construction techniques or require departures from Standards.



- 5.1.2 The proposal submission shall include sufficient information to allow the TAA to agree the category of check. Potential risks and hazards during the whole life of the structure such as construction, operation, maintenance, and demolition, shall be identified, assessed and considered, with a view of eliminating or minimising them as far as reasonably practicable. The designer must satisfy themselves that the Principal Designer, if appointed, has reviewed all hazards identified and risks
- 5.1.3 The Category shall be proposed by the Designer or Assessor according to the criteria described in CG 300 for agreement by the TAA. The category boundaries are not rigid and the TAA will assess each proposal on its merits, having regard to potential consequences of failure and design complexity and relevant experience of the Designer and Contractor.

5.2 Approval in Principle

- 5.2.1 The AIP submission shall be a record of all matters agreed at the proposal stage.
- 5.2.2 More than one AIP may be required. The Designer must agree the number and content of each AIP with the TAA as the proposals are developed.
- 5.2.3 Category 0 proposals do not require formal Approval in Principle however Technical Approval shall only be granted by the TAA if all the information specified in CG 300 is submitted with the completed Design and Check Certificate, (i.e., Standards schedule and drawing(s)).
- 5.2.4 Category 1, 2 and 3 proposals shall include the information described in Sections 3.1 to 3.7 above and provide sufficient information to demonstrate compliance with design requirements including the Technical Approval Schedule (TAS), i.e., details of all relevant Standards and other documents proposed for use in the design.
- 5.2.4 CG 300 specifies the required authority for the signatories according to the type of document and stage of the process.
- 5.2.5 In addition to the signatories required by CG 300, TfL require the following statements and associated signatures within the document
- *I confirm that I have reviewed this document with respect to buildability and that the design detailed within is a buildable solution*
- Contractor Signature
- *I accept this deliverable as the person accountable for its delivery and believe to the best of my knowledge that the above entities have undertaken and fulfilled their legal obligations as required with regard to this product and that the design detailed within satisfies the Project Requirements. – TfL Project Manager Signature*
- 5.2.6 When satisfied with the Proposals, the TAA will sign off the AIP to confirm its agreement which must be received by the proposer before proceeding with any design or assessment. The TAA will require minimum 25 working days review period for each submission and each resubmission.



Note: The endorsement of the AIP may be subject to conditions or amendments which are added by the TAA to the AIP.

It should be noted that the TAA will not endorse an AIP submission until content with the information / criteria recorded therein, in which case it will be returned marked "Rejected".

5.2.7 Copies of the signature pages and any other pages which have had amendments or comments added will be returned to the Project Manager or designer as appropriate.

5.2.8 Calculations shall not be submitted with the AIP.

5.3 **Design, Assessment and Check Certification**

5.3.1 On completion of the detailed design or assessment, the proposer must submit the appropriate design/check certificates to the TAA, confirming that the design or assessment is accurate, has been checked and is fully in compliance with the requirements of the AIP.

5.3.2 Model form of certificates are provided in Appendix B. If the completed certificates consist of more than one page, each page shall be identifiable by the name of the project and by the name and reference number of the structure and the date of preparation.

5.3.2 Category 0 and 1 structure require a combined Design/Assessment and Check Certificate.

5.3.3 For Category 2 and 3 structures where Structural Eurocodes are used, information on options and choice of method adopted shall be recorded in accordance with Appendix A of CD 350.

5.3.4 The Design/Check Certificates must have been endorsed as accepted by the TAA before construction will be allowed to commence.

5.4 **Non-structural Acceptance Certificates**

5.4.1 Where elements of design/scheme are non-structural (i.e., lighting, highways etc.) then an acceptance certificate is required from the relevant TAA for that discipline.

5.4 **Final Design and Check Certificates**

5.4.1 Where sectional approval is undertaken and/or non-structural acceptance certificates are required, a Final Design and Check Certificate(F7224) shall be required. (See appendix B for model form of certificates).

5.5 **Technical Approval**

5.5.1 The Technical Approval process applies to all stages of the design development through to completion of the execution of the works.

5.5.2 Technical Approval of the design will be deemed to have been granted following the acceptance of the Design and Check Certificate(s) by the TAA.



- 5.5.3 Copies of the endorsed Certificates must be sent to the relevant Project Managers or scheme proposer for record purposes and onward distribution as required.
- 5.5.4 The Designer / Contractor must submit any revisions to design and drawings during construction for the TAA acceptance. TAA may reject or ask for an AIP addendum for the proposed changes to construction design and drawings. Where TAA accepts a revision to construction design and drawings, the Designer / Contractor must resubmit the Design and Check Certificate(s) for TAA acceptance.
- 5.5.5 Any changes to the approved design during construction shall be recorded and accepted by TfL through submission of Non-Conformance Report (F7282).

5.6 Final Product and Materials

- 5.6.1 Technical Approval extends to the selection of proposed materials and products during the design and execution stages. Details of products and materials shall be submitted to the TAA for acceptance before the relevant item of work is executed on site. The Designer and Contractor must demonstrate compliance with the Construction Products Regulation via Material and Product Approval Request Form (F7225) (see appendix B for model form of certificates).

5.7 Bringing into Use Certificate

- 5.7.1 In some situations, the structure in question will be required to be brought into use for its intended purpose prior to acceptance of the Construction Compliance Certificate. In this situation a Bringing into Use Certificate (F7221) must be accepted by the TAA prior to the structure being brought into operation. (See Appendix B for model form of certificates).

5.8 Construction Compliance Certificate

- 5.8.1 On completion of the Works, the Construction Compliance Certificate (F7222) must be submitted for acceptance by the TAA confirming compliance with the AIP and the design as certified. (See Appendix B for model form of certificates).
- 5.8.2 Evidence must be provided throughout the execution phase to demonstrate compliance to the TAA. This will usually take the form of a systematic inspection and testing plan being implemented and proof that any tests, inspections or trials are in accordance with the requirements set out in the specifications.

6 Person accountable for this document

Name	Job title
Nicola Head	Principal Engineering Leader (S&HS)

7 Definitions

Term	Definition	Source
Technical Approval	The submission of proposals for agreement by the Technical Approval Authority and the subsequent provision and acceptance of certificates confirming that the design,	Jargon Buster



	assessment, specification, or construction works complies with the agreed Approval in Principle and design/assessment and specification certificates as appropriate.	
Technical Approval Authority	TfL Surface (Non-Rail) is the responsible authority for agreeing Approval in Principle and subsequently accepting the relevant certificates.	Jargon Buster
Third party	Any person, organisation or other legal identity that is not employed directly or indirectly by TfL.	Jargon Buster

8 Abbreviations

Abbreviation	Meaning
TAA	Technical Approval Authority
AIP	Approval in Principle
TAS	Technical Approval Schedule
DMRB	Design Manual for Road and Bridges
MCHW	Manual of Contract Documents for Highways Works
SHW	Specification for Highways Works
S&HS	Surface and Highway Structures
PDF	Portable Document Format

9 References

Document No.	Title or URL
CG 300	National Highways. Technical Approvals of Highways Structures https://www.standardsforhighways.co.uk/dmrb/search/17dadcc6-8e01-455d-b93e-c827d280839a
CD 350	National Highways. The design of Highway Structures https://www.standardsforhighways.co.uk/dmrb/search/19858eae-6dd2-4669-90a7-38aa8c85a1dd
CIRIA C764	Hidden defects in bridges – guidance for detection and management

10 Document history

Issue no.	Date	Changes	Author
A1	August 2022	Re-formatted as TMS document as per Change No. CR-16437	Anil Kumar



11 Appendix A

Composition of General Arrangement Drawings for Surface & Highway Structures

To ensure a common method of producing structures General Arrangement Drawings for inclusion with the AIP, the following guidance should be noted:

A1 - General

- A general arrangement (GA) drawing(s) giving existing and proposed structure details should be provided.
- Drawings should be fully dimensioned and to scale. Scales should be in accordance with those recommended in BS EN ISO 5455.
- A1 size drawings should generally be provided. Due to the ease of electronic issue of drawings each drawing should be clearly marked with the original paper size to aid printing.
- Details of statutory undertaker's apparatus in the vicinity of the site that may be affected by the works should be clearly marked on plan and section. Where there is a significant amount of apparatus a separate drawing may be required for clarity.

A2 - Location Plan

This should be positioned adjacent the Title Block, clearly labelled and with a scale (preferably 1:2500 or 1:1250) smaller scales may be used with the agreement of the Project Sponsor.

It should include Northings, Eastings and North Point and contain sufficient information to locate the structure in proximity to local landmarks such as roads, rivers, buildings, boundaries, etc. Any boreholes should also be shown and labelled in their approximate positions (provided plan is of a suitable scale).

A3 - Elevations – Scale 1:100 or 1:200

- Where possible, this should be positioned to form the main focal point and be directly below the plan.
- This elevation should be viewed in the direction of the road, rail or river under, and should comprise of the following:
- Abutments, Wing walls, Bank Seats, Piers, Deck/Parapet Beams, etc., all dimensioned to indicate the spans or length. Both square and skewed dimensions should be given.
- The type and extent of the Road Restraint System should be shown, with any infill panels indicated and labelled. Details of any connections between different systems should be given.
- If there is any street furniture, they should be shown. The road and verges, etc. under the structure should be shown at the levels adjacent to the structure. Similarly, any embankments should be shown, and the fall indicated.



- All hidden detail, such as foundations, should be clearly dotted to indicate the cover below finished ground and road levels.
- If any major service pipework is known and is to be maintained in the road under, it should be indicated.
- Any specific architectural details such as fins, brickwork, pavements, feature grooves, etc., should be clearly shown.
- Any special requirements with regard to clearances should be indicated
- E.g., high load clearances for roads/navigation clearances for rivers.
- River bridges and walls should have the mean water level shown and the datum for work measured above/below water.
- Proposed finishes for permanently exposed and buried surfaces.
- Existing ground line.
- Deck articulation.
- Abutment and pier foundation levels.
- Longitudinal fall.
- Substructure drainage proposals.

A4 - Plan on Structure – Scale 1:100 or 1:200

Care should be taken to ensure that the plan does not have too much dotted hidden detail of the road and fences under etc.

The plan should be located at the top of the drawing.

- i.e., Setting out Point (SOP), labelled with Northings and Eastings, from which all dimensions should emanate. Preferably, this should be located on the centre line of the structure and in the case of a bridge the centre of the bearings on either of the abutment shelves.
- Dimensions should be shown from the SOP to any supporting piers, etc., shown dotted under, to confirm the true spans of the bridge.
- The widths of the road over and extent of any kerbing should be clearly defined.
- The parapet beam should also be clearly shown with the extent of the parapets.
- The outline of the abutment and wingwalls should be shown dotted as applicable and the outline of the foundations also shown dotted, in a finer line type if possible.
- Any services, both existing and new, should be indicated and labelled.
- North sign.
- Arrows on carriageway giving directions, if over a watercourse direction of flow or direction of travel of trains.
- Embankments adjacent to the structure.



- Location of the boreholes close to the structure.
- The location of the fixed, free and guided bearings, where present, should be shown.
- Location of street furniture (including stats cover, drainage, gullies, etc.) if applicable.
- Skew angle.
- Position and type of deck joints, where present.
- Clearance to faces of structure supports from edge of carriageway/tracks etc.
- Type and position of road restraint system and their clearance from the structures supports.

A5 Cross-Section through Structure Deck

This section is primarily used to indicate the width of the structure, its depth, and the location of the carriageway. It should also contain the following:

- Form of structure existing and/or proposed. (separate drawings may be required for both existing and proposed details)
- Construction and profile of the carriageway and footway if present.
- The widths and falls on the verges (if any) and their proximity in relation to the edge beams.
- Complete Road Restraint System details.
- Services or ducts to be carried by the structure and position of any lighting columns.
- Details of 'drips' and asphalt tucks, etc. in the edge beam.
- Parapet containment, heights and working widths.
- Deck finishes including type of waterproofing, thickness of surfacing, height of kerbing, etc.
- Forms of drainage proposed.

A6 Section through Abutments, Walls and Supports

Primarily to indicate the size of the abutment, wall or support and the earthworks behind it. Section should include:

- Drainage holes and weep holes through the support.
- Waterproofing and drainage to rear of support. iii. Earthworks behind support.
- iv. Details of any observation chambers
- v. Bearing plinths.
- Proximity of the footings to the carriageway.
- Fill definitions for measurement purposes.



- Dimension of the carriageway from the support and its retained height if applicable.
- Proposed impregnation to exposed concrete surfaces.

A7 BOREHOLE LOG

This should be kept as small as possible and where possible ensure that all definitions are at the same level as the core noted.



12 Appendix B

Model form of certificates

Links to the word versions of the model templates are available from the link below.

For external parties the model forms can be provided on request from the TAA.

Design and Check Certificate - Category 0	F7217
Design and Check Certificate - Category 1	F7218
Check Certificate - Category 2 and 3	F7219
Design Assessment Certificate Category 2 and 3	F7220
Bringing into Use Declaration	F7221
Construction Compliance Certificate	F7222
Departure from Standard Submission Form	F7223
Final Design and Check Certificate	F7224
Material and Product Approval Request Form	F7225
Type 'P' Temporary Works Certificate	F7263
Type 'S' Temporary Works Certificate	F7264
CS 451 Structural Review Form	F7265
Non-Conformance Report	F7282



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

Authorised Signatory: *John Finlayson*

Name (BLOCK CAPITALS):

Position:

Authorised Signatory: *Philip Graham*

Name (BLOCK CAPITALS):

Position:

EXECUTED as a **DEED** by
BERKELEY HOMES (CENTRAL LONDON) LTD
Acting by two Directors:

Director: *TEPA*

Print Name:

Director: *Dan Shane*

Print Name:

THE COMMON SEAL of
THE LORD MAYOR AND CITIZENS
OF THE CITY OF WESTMINSTER was

hereunto affixed by Order
in the presence of:



Sealed By: Westminster City Council
Sealed Time: 18 May 2023 | 07:37 BST

[Signature]