

**DATED**

**2019**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF LAMBETH**

**-and-**

**METROPOLITAN HOUSING TRUST LIMITED**

**-and-**

**METROPOLITAN DEVELOPMENT SERVICES LIMITED**

**-and-**

**TRANSPORT FOR LONDON**

**-and-**

**PRUDENTIAL TRUSTEE COMPANY LIMITED**

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**DEED**

made pursuant to Section 106 of the Town and  
Country Planning Act 1990 (as amended by the  
Planning and Compensation Act 1991)  
regarding

**Land known as Clapham Park, London  
17/03733/FUL**

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Sharpe Pritchard LLP  
For the London Borough of Lambeth  
Lambeth Town Hall  
Brixton Hill  
London SW2 1RW

Ref: DS/103695/15

Tel: 0207 405 4600

Fax: 0207 242 2210

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THIS DEED is made the

day of

2019

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London, SW2 1RW (hereinafter referred to as **"the Council"**);
- (2) **METROPOLITAN HOUSING TRUST LIMITED** an industrial and provident society registered in England and Wales (Registration No 16337R) and a Registered Provider of Social Housing registered with the Homes and Communities Agency (Registration No L0726) whose registered office is at The Grange, 100 High Street, London, N14 6PW (hereinafter referred to as **"MHTL"**);
- (3) **METROPOLITAN DEVELOPMENT SERVICES LIMITED** a company registered in England and Wales (Registration No 05623548) whose registered office is at The Grange, 100 High Street, London, N14 6PW (hereinafter referred to as **"MDSL"**);
- (4) **TRANSPORT FOR LONDON** of 5 Endeavour Square, Stratford, London, E20 1JN (hereinafter referred to as **"TfL"**); and
- (5) **PRUDENTIAL TRUSTEE COMPANY LIMITED** a company registered in England and Wales under Company Registration Number 01863305 of 10 Fenchurch Avenue, London, EC3M 5AG (hereinafter referred to as the **"Mortgagee"**)

jointly referred to as **"the Parties"**.

**RECITALS:**

- A This Deed partly supersedes (insofar as it relates to development or any Planning Obligations to be delivered within Section 2) the agreement dated 11 September 2008 made between the Council (1), Clapham Park Homes Limited ('CPHL') (2), Metropolitan Housing Trust (3) and TfL (4) pursuant to Section 106 of the 1990 Act (the **"Original Section 106 Agreement"**).
- B The Original Section 106 Agreement had in turn fully revoked and superseded the following agreements made pursuant to Section 106 of the 1990 Act:
  - (i) an agreement dated 20 June 2006 made between the Council (1), CPHL (2) and MHTL (3);
  - (ii) an agreement dated 14 August 2007 made between the Council (1), CPHL (2), MHTL (3) and TfL (4).
- C The Original Section 106 Agreement was amended pursuant to the following which relate to Section 1 only:
  - (i) the first deed of variation made between the Council (1), CPHL (2), MHTL (3) and TfL (4) and entered into on the 23 January 2014 in respect of the Maytree Nursery (the **"Maytree Deed of Variation"**) and the further deed of variation made between the Council (1), MHTL (2), MLL (3), MDSL (4), Prudential Trustee Company Limited (5) and TfL (6) and entered into on the 2019 in respect of the Maytree Nursery (the **"Maytree Further Deed of Variation"**);
  - (ii) the second deed of variation made between the Council (1), CPHL (2), MHTL (3) and TfL (4) and entered into on the 19 February 2014 (the **"Phase 1 Deed of Variation"**)
  - (iii) the third deed of variation made between the Council (1), CPHL (2), MHTL (3) and TfL (4) and entered into on the 19th February 2014 (the **"Second Phase 1 Deed of Variation"**)
  - (iv) the fourth deed of variation made between the Council (1), MHTL (2), MDSL (3),

Metropolitan Living Limited (“**MLL**”) (4), TfL (5), and the Mortgagee (6) and entered into on the 19 June 2019 (the “**Highways Deed of Variation**”)

- (v) the fifth deed of variation made between the Council (1), MHTL (2), Metropolitan Living Limited (3), MDSL (4), TfL (5) and the Mortgagee (6) and entered into on the 25<sup>th</sup> September 2019 (the “**Agnes Riley Deed of Variation**”)

and was also supplemented by:

- (vi) the supplemental deed made between the Council (1), CPHL (2), MHTL (3) and TfL (4) and entered into on 26 September 2014 in relation to the site at Thorold House, Forster Road, London SW2 4NL (the “**TH Supplemental Deed**”); and

- (vii) the supplemental deed made between the Council (1), CPHL (2), MHTL (3) and TfL (4) and entered into on 26 September 2014 in relation to the site at 8-28 Bourke Close, London SW4 8ER and surrounding land (the “**BC Supplemental Deed**”, and together with the TH Supplemental Deed, the “**Supplemental Deeds**”);

(the “**Original Section 106 Agreement (as amended)**”).

- D The Original Section 106 Agreement (as amended) remains extant insofar as it relates to development or any planning obligations to be delivered within Section 1. All other provisions in the Original Section 106 Agreement insofar as it relates to development or any planning obligations to be delivered within Section 2 save for those planning obligations secured for Section 2 but delivered within Section 1 are from the Implementation Date thereafter superseded.
- E MHTL and MDSL are interested in the Sites as they wish to carry out the Development pursuant to the Planning Permission.
- F MHTL is the freehold owner of that part of the Sites as the same is registered under title numbers TGL255605, TGL271843, TGL276794, TGL276795 and TGL277393 at the Land Registry. MHTL is the leasehold owner of that part of the Sites as the same is registered at the Land Registry under title numbers listed in Part 2 of Schedule 2.
- G MDSL is the freehold owner of the part of the Sites as the same is registered under title numbers TGL276791 at the Land Registry.
- H Third parties are the owners of leasehold properties within the Sites as the same are registered at the Land Registry under the title numbers set out at Schedule 13. It is hereby agreed that these leasehold owners are incapable of implementing the Planning Permission or meeting the obligations under this Deed and will therefore not be joined as parties to this Deed.
- I CPHL is not a party to this Deed as by virtue of a Transfer of Engagements made pursuant to Section 110 of the Co-operative and Community Benefit Societies Act 2014 and registered at the Financial Conduct Authority on 26 January 2017, CPHL transferred its engagements to MHTL.
- J The Council is the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for highways within its administrative area (not controlled or managed by TfL) and it is the Council by whom the obligations contained in this Deed are enforceable.
- K The obligations contained in this Deed are planning obligations for the purposes of the 1990 Act

and for the purposes of the 1980 Act for highways for which the Council is the local highway authority.

- L TfL enters into this Deed in its capacity as statutory public transport services provider and as the highway authority responsible for the TfL Highways. TfL also owns land within the Sites but it is not entering this Deed as a landowner.
- M The Council considers that the Council's Highway Works and the TfL Highway Works will be of benefit to the public.
- N The Planning Application was submitted to the Council and considered at the Council's Planning Applications Committee on 14 March 2018 where the Council resolved to grant the Planning Permission subject to conditions and the satisfactory completion of this Deed.
- O The Council is satisfied that the obligations in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and comply with the statutory tests in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and are necessary to make the Development acceptable in planning terms; directly related to the Development and fairly and reasonably related in scale and kind to the Development.
- P Having regard to the provisions of the Council's development plan and the planning considerations affecting the Application Site the Council considers that the Development ought only to be permitted subject to the terms hereof.
- Q The Affordable Housing Reviews contained within this Deed provide for a pre-implementation review (where triggered) and a pre-completion review of the Development.
- R For the avoidance of doubt, the Stock Transfer Agreement (STA) (as defined herein) remains in place and the provisions therein continue to apply. The STA is not a planning document and relates to the principles of the original estate transfer from the Council to the predecessor of the Owner for re-development.
- S The Mortgagee has a registered charge over title numbers listed in clause 19 hereof and agrees to bind its interest to and in accordance with the terms of this Deed.

**NOW THIS DEED WITNESSETH:**

**1. DEFINITIONS**

- 1.1. The following words and phrases shall unless the context otherwise requires bear the following meanings:

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| <b>"1980 Act"</b>           | the Highways Act 1980;   |
| <b>"1990 Act"</b>           | the Town and Country Planning Act 1990 (as amended);                               |
| <b>"Above Ground Works"</b> | means any works above ground level undertaken pursuant to the Planning Permission; |

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| <b>“Acts”</b>                          | Section 106 and 106A of the Town and Country Planning Act 1990, Section 16 of the Greater London Council (General Powers) Act 1974, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 38 and 278 of the Highways Act 1980, Section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and Acts pursuant to which the parties hereto shall be empowered to enter into this Deed;   |
| <b>“Additional Affordable Housing”</b> | means any Affordable Housing to be provided as a result of an Affordable Housing Review calculated using the formula set out in Appendix A (Additional Affordable Housing) to Schedule 3 (Housing);  |
| <b>“Affordable Housing”</b>            | means social rented, affordable rented and intermediate housing or any other affordable housing product approved in advance and in writing by the Council, where the rent or the price are permanently reduced directly or indirectly by means of public or private subsidies such that it can be afforded by persons or families on low incomes including those who cannot afford general market housing or are in low paid employment or by employees in public services or otherwise defined as essential to the local community or economy who would otherwise not be able to afford it, or for the subsidy to be recycled for alternative affordable housing provision; |
| <b>“Affordable Housing Details”</b>    | the details relating to Affordable Housing approved in writing pursuant to paragraph 1 of Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing), paragraph 1.1;   |
| <b>“Affordable Housing Provider”</b>   | means:<br>(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);<br>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or<br>(c) any other body specialising in the provision of Affordable Housing<br>in each case either nominated or approved by the Council;   |
| <b>“Affordable Housing Review”</b>     | means either the First Affordable Housing Review or the Second Affordable Housing Review as the context shall so admit and references to <b>“Affordable Housing Reviews”</b> shall be construed accordingly;   |
| <b>“Affordable Housing Units”</b>      | means the New Dwellings that are to be provided as Affordable Housing and as listed in the tables set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix) under the  |

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|  | headings of “Affordable Rented” and “Intermediate”;   |
| <b>“Affordable Rent Terms”</b>                       | means tenancies let in accordance with the benchmarks for London Affordable Rented Housing;   |
| <b>“Affordable Rented Units”</b>                     | means the Affordable Housing Units to be provided on Affordable Rent Terms by a Registered Provider of Social Housing and as listed in the tables set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix) (Housing) under the heading of “Affordable Rented”;   |
| <b>“Agreed Purposes”</b>                             | means the provision of new dwellings on the Application Site to be used as Affordable Housing or subject to paragraphs 7 and 8 of Part 2 (Affordable Housing Review) of Schedule 3 (Housing) of Offsite Dwellings including the acquisition of Offsite Dwellings in addition to the new dwellings on the Application Site but excluding refurbishment, maintenance and improvement of dwellings (save for any initial refurbishment and improvement of any additional dwellings acquired) and/or as agreed between the Council and the Owner acting reasonably (provided that such is in accordance with the Owner’s governing rules) for the provision or funding of any capital projects in the Local Area; |
| <b>“Agnes Riley Gardens”</b>                         | means the area shaded purple on Plan 3;   |
| <b>“the Agnes Riley Deed of Variation”</b>           | means the fifth deed of variation to the Original Section 106 Agreement dated 25 September 2019 entered into between the Council (1), MHTL (2), Metropolitan Living Limited (3), MSDL (4), TfL (5) and the Mortgagee (6);   |
| <b>“Anticipated Practical Completion Date”</b>       | shall mean the date on which the Owner proposes for Practical Completion of the Development;  |
| <b>“Application”</b>                                 | means the Application for full planning permission submitted to the Council on 31 July 2017 and allocated reference number 17/03733/FUL;  |
| <b>“Application Site”</b>                            | the land subject to the Application as the same is shown edged red on Plan 1;   |
| <b>“Apprenticeship”</b>                              | means Level 2 apprenticeship or above and “ <b>Apprentice</b> ” shall be construed accordingly;   |
| <b>“Assistant Director of Homes and Communities”</b> | the Council’s Assistant Director of Homes and Communities, or any other officer properly exercising the authority of that person from time to time;   |
| <b>“Average Affordable Rented Housing Value”</b>     | means the average value of London Affordable Rented Housing floorspace per square metre on the Sites as at the date of calculation of any Additional Affordable Housing to be assessed by the Council and the Owner;  |



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| <b>“Average Habitable Room Size”</b>        | means the average size (in square metres) of a Habitable Room within dwellings to be constructed pursuant to the Planning Permission within the Sites as at the date of calculation of any Additional Affordable Housing to be assessed by the Council and the Owner;  |
| <b>“Average Market Housing Value”</b>       | means the average value of floorspace per square metre of Market Housing Units as if they had been constructed at the Sites as at the date of calculation of any Additional Affordable Housing to be assessed by the Council and the Owner;  |
| <b>“Average Intermediate Housing Value”</b> | means the average value of London Shared Ownership Housing floorspace per square metre as at the date of calculation of any Additional Affordable Housing to be assessed by the Council and the Owner;   |
| <b>“BCIS All in Tender Price Index”</b>     | means the Building Cost Information Service All in Tender Price Index produced by the Royal Institution of Chartered Surveyors or (if such index ceases to be published or is otherwise unavailable for use) such alternative basis for indexation as may be agreed between the Owner and the Council and references to “BCIS Index” shall be construed accordingly; |
| <b>“Block E01”</b>                          | The 97 residential units within the block to the west of Site E;   |
| <b>“Block E02”</b>                          | The 191 residential units within the block to the north of Site E;   |
| <b>“Block E03”</b>                          | The 84 residential units within the block to the east of Site E;   |
| <b>“Block F01”</b>                          | The 57 residential units within the block to the north of Site F;  |
| <b>“Block F02”</b>                          | The 61 residential units within the block to the west of Site F;   |
| <b>“Block F03”</b>                          | The 39 residential units within the block to the south of Site F;  |
| <b>“Block F04”</b>                          | The 7 residential units within the block to the east of Site F;  |
| <b>“Building”</b>                           | includes any structure or erection, any building constructed as part of the Development and any part of a building, but does not include plant or machinery comprised in a building;   |
| <b>“Building Regulations Part (L)”</b>      | means Part L (Conservation of Fuel and Power) of paragraph 1 of Schedule 1 of Building Regulations 2010 (SI 2010/2214) as at the date of the Energy Statement;   |
| <b>“Bus Interchange”</b>                    | means the bus interchange as labelled and shaded in red on Plan 2;   |
| <b>“Bus Services Contributions”</b>         | the sum of £650,000.00 (six hundred and fifty thousand pounds) payable by the Owner to the Council (and subsequently payable by the Council to TfL) in accordance with Part 1 (Bus Improvements) of Schedule 8 (Transport) and following receipt by the Council (and subsequently to TfL) to be used by TfL to enhance capacity on                                   |

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|  | existing bus services which serve the Application Site and the vicinity;   |
| <b>“Bus Driver Facilities”</b>           | means temporary (as appropriate during construction of the Development only) and permanent facilities for bus drivers including a waiting room, kitchen and male and female toilets to be located in an area reasonably convenient to the existing bus driver facilities in the vicinity of the Application Site;  |
| <b>“Bus Driver Facilities Scheme”</b>    | means a scheme of detailed plans, drawings, specifications and other information to demonstrate how adequate Bus Driver Facilities will be maintained during (on a temporary basis as necessary) and following (on a permanent basis) construction of the Development;   |
| <b>“Bus Infrastructure Contribution”</b> | <p>the sum of £108,127.87 (one hundred and eight thousand one hundred and twenty seven pounds and eighty seven pence) payable by the Owner to the Council (and subsequently payable by the Council to TfL) in accordance with Part 1 of Schedule 8 and following receipt by the Council (and subsequently to TfL) to be used by TfL to upgrade existing bus shelters in the vicinity of the Application Site, which, for the avoidance of doubt, are the following:</p> <p><b>Poynders Road</b></p> <p>0122/0417 1403 – (Clarence Avenue, Eastbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p>0122/0119 14659 – (Poynders Court, Westbound) - Upgrade Insignia Mk1 to Landmark London Mk1a</p> <p>0122/0418 12755 – (King’s Avenue, Eastbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p><b>Kings Avenue</b></p> <p>0122/0242 12778 – (Atkins Road, Southbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p>0122/0240 12773 – (Thornccliffe Road, Northbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p>0122/0274 12774 –(Thornccliffe Road, Southbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p>0122/0134 12781 – (Lexton Gardens, Northbound) - Upgrade Insignia Mk1a Ext to Landmark London Mk1a</p> <p>0122/0359 BP2251 – (Copthorne Avenue, Southbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p><b>Atkins Road</b></p> <p>0122/0329 12758 – (New Park Road, Westbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> <p>0122/0326 12757 – (New Park Road, Eastbound) - Upgrade Insignia Mk1a to Landmark London Mk1a</p> |

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|   | <p><b>Streatham Place</b></p> <p>0122/0328 12759 – (Streatham Place, Eastbound) - Upgrade Insignia Mk1 to Landmark London Mk1</p> <p>BP2083 – (Streatham Place, Westbound) - No shelter here, possibility for new Landmark London Mk1</p>   |
| <b>“Calculation Period”</b>             | <p>means:</p> <p>(a) in respect of the First Affordable Housing Review the period from and including the Initial Review Date until but excluding the First Review Date (<b>“First Calculation Period”</b>); and</p> <p>(b) in respect of the Second Affordable Housing Review the period from and including the First Review Date until and including the Second Review Date (<b>“Second Calculation Period”</b>);</p>  |
| <b>“Carbon Offset Calculation”</b>      | <p>means the sum to be calculated at Practical Completion of each Phase 1, 2, 3 and 4 subject always to the Carbon Offset Contribution Cap by multiplying the amount of tonnes of CO2 emitted per annum x £1,800 in respect of the performance of the Development within the Application Site (as built, Building Regulations Part L) as demonstrated within the Energy Strategy Review;</p>  |
| <b>“Carbon Offset Contribution”</b>     | <p>means the sum in pounds (£) as identified as a the result of the relevant Carbon Offset Calculation (subject always to the Carbon Offset Contribution Cap);</p>  |
| <b>“Carbon Offset Contribution Cap”</b> | <p>means the aggregate cap of £3,256,200 (three million, two hundred and fifty-six thousand, two hundred pounds) assessed for the whole Development within the Application Site based on the remaining level of carbon emissions required to be offset, this being 1,809 tonnes (65% of remaining carbon emissions to be generated as a result of the Development within the Application Site, following deduction of the carbon emissions which have been identified in the Energy Statement as being achieved (35%)) x £1,800 and such sum is to be applied by the Council towards measures to reduce the amount of carbon dioxide released into the atmosphere in the London Borough of Lambeth;</p> |
| <b>“Car Club”</b>                       | <p>means a scheme which gives members of car clubs access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis;</p>  |
| <b>“Car Club Membership”</b>            | <p>means free residential membership to a Car Club;</p>   |
| <b>“Car Club Operator”</b>              | <p>means an operator of the Car Club at the Development appointed by the Owner (and approved by the Council) who will be responsible for the operation of the Car Club including bookings and charges;</p>  |
| <b>“Car Club Scheme”</b>                | <p>means the Scheme to be provided on the Application Site to be approved by the Council pursuant to paragraph 1 of Part 5 (Car</p>   |

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|                                      | <p>Club) of Schedule 8 (Transport) and to include:</p> <p>(a) the relevant number of the Car Parking Spaces to be made available by the Owner to residents in each Phase provided that the total number of Car Parking Spaces in respect of the Development which the Owner is obliged to provide for the Car Club not exceeding 9 (nine) spaces;</p> <p>(b) the payments of money to the Car Club Operator to be paid in respect of each Phase; and</p> <p>(c) any Car Club Spaces suitable for parking Hybrid/EV Cars to be designated for operation of the Car Club, having used reasonable endeavours to enable Hybrid/EV Cars to be used as part of the fleet of cars to be allocated for the purposes of the Car Club, demonstrating written evidence of the attempts made to secure the use of Hybrid/EV Cars with the Car Club Operator;</p>   |
| <b>“Car Club Spaces”</b>             | means the 9 (nine) spaces to be provided on the Application Site as part of the Development and allocated for use of the Car Club by the Council pursuant to paragraph 4 of Part 5 (Car Club) of Schedule 8 (Transport);   |
| <b>“Car Parking Management Plan”</b> | <p>means the strategy to be prepared by the Owner and submitted to the Council in accordance with paragraph 1 (Submission of Car Parking Management Plan) of Part 2 (Car Parking Provision, Control and Management) of Schedule 8 (Transport), such plan to demonstrate how the estate parking will be managed which will include but not be limited to:</p> <p>(a) a strategy for the allocation and management of parking permits to residents/businesses within the Estate;</p> <p>(b) a review mechanism to demonstrate the demand for disabled spaces, requiring the disabled space provision to be increased if corresponding demand is demonstrated;</p> <p>(c) setting out how the Owner’s management of the Estate CPZ will work alongside and if possible be aligned with the surrounding CPZs operated by the Council;</p> <p>(d) the details of the provision and management arrangements for the Car Parking Spaces and car parking on and within the vicinity of the Application Site and once a final version is agreed and approved in writing by the Council is thereafter to be implemented; and</p> <p>(e) updating the car parking management plan submitted with the Application;</p> |
| <b>“Car Parking Spaces”</b>          | means the spaces which are designated or constructed or laid out on the Application Site for the parking of a car whether or not at ground level and whether or not in a garage and whether on-street or off-street but excluding parking spaces on highway existing at the date hereof;   |

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| <b>"Central Park"</b>                        | means the area of land known as the Linear Park running from north-west to south-east within Site C as shown for identification purposes edged dark blue on Plan 3 and which will include fitness and wellbeing facilities including a jogging route; sanctuary spaces, the Western Woodland Play Area and King's Avenue Arrival Square;  |
| <b>"Certificate of Practical Completion"</b> | means (as appropriate) a certificate issued whether under any one or more of a certificate of Practical Completion or a partial possession certificate or sectional completion (as relevant and as the context so requires) in respect of works as issued by the relevant Owner's agent, architect, surveyor, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of such works, or in the extent that such relevant works are constructed by a party other than the Owner the issue of such certificate by that other party's agent, architect, surveyor, engineer or other certifying officer; |
| <b>"Commencement"</b>                        | means the construction of Above Ground Works and references to <b>"Commence Above Ground Works"</b> <b>"Commencement of Above Ground Works"</b> and <b>"Commencing Above Ground Works"</b> and <b>"Commencement of Development"</b> and <b>"Commenced"</b> shall be construed accordingly;  |
| <b>"Commercial Units"</b>                    | means the part of the Development comprising 2,537 square metres of non-residential floorspace providing retail floorspace (Class A1/12/A3/A4);   |
| <b>"Communications Channel"</b>              | means an electronic and/or printed means of dissemination of information which may include one or more of the following: website; social media platform; newsletter; flyer;   |
| <b>"Committed"</b>                           | means a contractual commitment agreed between the Council and a third party for works or services to facilitate the relevant obligations set out in this Deed;  |
| <b>"Community Growing Areas"</b>             | those areas to be provided in the following locations:<br>(a) to the north-western corner of Agnes Riley Gardens<br>(b) within the Green Avenues between Sites C01, C02 and C03;<br>(c) to the north-west of Site C06;<br>(d) to the west of Site E01<br>(e) within the podium garden spaces to Sites C01, C02, C03, E03, F01, F03 and<br>(f) within the open space to the south of Site F01;<br>each as shown by a dashed brown line on Plan 3;  |
| <b>"Community Resource Centre"</b>           | means the Temporary Community Resource Centre and the Permanent Community Resource Centre;  |

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| <b>“Community Resource Centre Location”</b> | a location or locations within the land shown labelled and shaded blue on Plan 3 suitable in all respects for the Temporary Community Support Resource Centre and the Permanent Community Support Resource Centre the exact location/s of which are to be agreed by the Owner and the Council or in default of agreement to be fixed by the Expert pursuant to Clause 12 (Resolution of Disputes);   |
| <b>“Commuted Maintenance Sums”</b>          | means the sum to be paid to the Council as part of the process for adopting the Phase 1A Highway and to cover the costs of the continued maintenance and repair of the Phase 1A Highway;   |
| <b>“Construction Phase”</b>                 | means the period of the building out of the Development from Implementation to a point at which the entire Development is Practically Completed;   |
| <b>“Contamination”</b>                      | means all or any pollutants or contaminants, including any chemical or industrial, radioactive, dangerous, toxic or hazardous substance, waste or residue (whether in solid, semi-solid or liquid form or a gas or vapour) and including without limitation genetically modified organisms;  |
| <b>“Core”</b>                               | means each self-contained block of residential accommodation, being A01-A, A01-B, A01-C, A01-D, A01-E, A01-F, A01-G, B01-A, B01-B, B01-C, C01-A, C01-B, C01-C, C01-D, C01-E, C01-F, C01-G, C01-H, C02-A, C02-B, C02-C, C02-D, C02-E, C02-F, C03-A, C03-B, C03-C, C03-D, C03-E, C04-A, C04-B, C04-C, C05-A, C05-B, C06-A, C07-A, C07-B, C07-C, C07-D, C08-A, D01-A, D01-B, E01-A, E01-B, E01-C, E02-A, E02-B, E02-C, E03-A, E03-B, F01-A, F01-B, F02-A, F03-A, F03-B and F04-A and F01-A, F01B E03-A, E03-B as identified on Plan 9 and reference to Core means to any one of them; |
| <b>“Council”</b>                            | the party of the first part hereto which shall include its successors In function from time to time;   |
| <b>“Council’s Highway Works”</b>            | means the works to be undertaken to the public highway at King’s Avenue pursuant to the Council’s Section 278 Agreement and which comprise the following:<br>(a) a new signalised pedestrian crossing;<br>(b) removal of on-street parking spaces and provision of cycle lanes; and<br>(c) such other works as are required by the Council as highway authority and agreed with the Owner;<br>as shown on Plan 12A, Plan 12B and Plan 12C; and<br>(d) such other works as are agreed between the Council as highway authority and the Owner;                                       |
| <b>“Council’s Section 278 Agreement”</b>    | an agreement or agreements to be made in relation to each Phase of the Development between the Council and the Owner pursuant to Section 278 of the 1980 Act relating to the carrying out of the   |

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|  | Council's Highway Works;  |
| <b>"Controlled Parking Zone" or "CPZ"</b>  | any Controlled Parking Zone (excluding the Estate CPZ) operated by the Council;   |
| <b>"CPZ Contribution"</b>                  | means the sum of £155,000.00 (one hundred and fifty five thousand pounds) to be spent by the Council following receipt for consultation and/or implementation of any additional CPZ within the vicinity of the Development;   |
| <b>"Crescent"</b>                          | a circular area of public open space surrounded by Site C06, Site C07 and Site C08 to the south as labelled and edged in green on Plan 3 to be used for informal recreation and events;   |
| <b>"Crescent Portion"</b>                  | means the area to be located within the Crescent such area being not less than 2000 square metres which is to be turfed for use and completed in accordance with paragraph 2.5 of Part 1 (Public Realm and Park) of Schedule 6 (Public Realm and Open Spaces) hereof, as shown edged and shaded green on Plan 3;  |
| <b>"Cycle Infrastructure Contribution"</b> | means the sum of £150,000.00 (one hundred and fifty thousand pounds) payable by the Owner to the Council (and subsequently payable by the Council to TfL) in accordance with Part 3 (Cycle Infrastructure Contribution) of Schedule 8 (Transport) to be used for the purpose of carrying out the Cycle Infrastructure Study and to contribute where considered by TfL to be feasible and reasonable practicable towards the cost of implementing recommendations identified in the Cycle Infrastructure Study;  |
| <b>"Cycle Infrastructure Study"</b>        | means a study to be undertaken by TfL in consultation with the Council to develop and test feasibility designs in order to identify improvements to cycling provision at and around the junction at King's Avenue and the South Circular (A205);  |
| <b>"Deeds of Variation"</b>                | means the Maytree Deed of Variation, the Maytree Further Deed of Variation, the First Phase 1 Deed of Variation, the Second Phase 1 Deed of Variation, the Highways Deed of Variation and the Agnes Riley Deed of Variation;  |
| <b>"Development"</b>                       | the residential-led, mixed use regeneration of the Application Site comprising the demolition of buildings (864 residential units and 614 sq.m (GIA) of non-residential floorspace) and the construction of new buildings comprising 2,532 new residential units (Class C3); 2,537 sq.m (GIA) of non-residential floorspace providing retail floorspace (Class A1/A2/A3/A4), community facilities (Class D1/D2) including a new community resource centre, and office floorspace (Class B1); specified accesses and highway improvements (including new accesses on to the local road network and new estate roads), demolition of existing and provision of new bus driver facility; car and cycle parking; the provision of areas of public open space, play facilities, hard and soft landscaping and public realm works; and an energy centre and district heating; |

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| <b>“Dwelling Occupation Date”</b>       | means the date of Occupation of a certain number of specified New Dwellings;   |
| <b>“the East/West Route”</b>            | means a Movement Route within the Application Site leading between the east and west of the Application Site, i.e. connecting Clarence Avenue, King’s Avenue and New Park Road, other than the South Circular Road and not including any movement routes outside of the Application Site and references to <b>“E/W Route”</b> will be construed accordingly;                                       |
| <b>“E/W and N/S Route Works”</b>        | means the works to be undertaken to the East/West Route and North/South Routes in accordance with the Internal Routes Specification;   |
| <b>“Education Contribution”</b>         | means the First Education Payment the Second Education Payment and the Third Education Payment which for the avoidance of doubt amounts to £3,305,921.05 (three million, three hundred and five thousand, nine hundred and twenty one pounds and five pence)and which is to be used following receipt by the Council for the provision of a facility on the Education Site for Education Purposes; |
| <b>“Education Site”</b>                 | the land known as New Park Road (formerly Parsons House and Aspinall House) New Park Road, London SW2 4EU as more particularly shown edged red on Plan 5 and for the purposes of the Education Site Transfer subject to such minor amendment as agreed in writing between the Owner and the Council;   |
| <b>“Education Site Completion Date”</b> | means the date twelve months from the date of this Deed;   |
| <b>“Education Site Transfer”</b>        | the transfer of the freehold to the Education Site in the form appended at Appendix 4 to this Deed with such amendments as agreed in writing between the Owner and the Council;  |
| <b>“Educational Purposes”</b>           | any use for the provision of education within the scope of Use Class D1(c) of the Town and Country Planning (Use Classes) Order 1987 as amended;   |
| <b>“Eligible Purchaser”</b>             | means a purchaser or purchasers whose household income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report;  |
| <b>“Employability Support”</b>          | means a bespoke pre-employment and training programme that is intended to enable Lambeth Residents to access Jobs being created including arrangements for guaranteed interviews for suitably qualified candidates in relation to planned vacancies;   |
| <b>“Employment Generating Areas”</b>    | means the areas or units within the Development which are capable of generating employment and which include but is not limited to the Commercial Units (uses within Use Class A1/A2/ A3/A4), community facilities (Use Class D1/D2), community resource   |



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|  | centre, office floorspace (Use Class B1), employment linked to residential uses (such as but not limited to concierges) the public open space, the public realm (and the Energy Centre) and reference to “Employment Generating Area” shall be construed accordingly;   |
| <b>“Employment Opportunity”</b>                                | means (together or such of the following as the context requires) Job, Apprenticeship, Employability Support or End Use Support for Long-term Unemployed (and a reference to a type of Employment Opportunity is a reference to any one of those categories) and <b>“Employment Opportunities”</b> shall be construed accordingly;  |
| <b>“Employment and Skills Contribution”</b>                    | means £6.7 million as indexed in accordance with paragraph 1.3 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment) and to be used to comply with the objectives and initiatives of the Employment and Skills Plan;   |
| <b>“Employment and Skills Supplementary Planning Document”</b> | means the Council’s planning document published in February 2018 setting out its policies on employment and skills provision and opportunities and the Council’s approach to securing appropriate contributions through Section 106 agreements towards employment and skills initiatives which are to be made available within the borough of Lambeth a copy of which is appended at Appendix 3;  |
| <b>“Employment and Skills Obligations”</b>                     | means those obligations to be met by the Owner and as set out in paragraph 2 and 3 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment);  |
| <b>“Employment and Skills Period”</b>                          | means the period of not less than 21 (twenty one) years being the full period from the date of Commencement and including the Construction Phase and the Occupation Phase;  |
| <b>“Employment and Skills Plan”</b>                            | means together the ESCP and the ESOP or each one as to be provided and prepared by the Owner for submission to the Council for its written approval such document to be prepared in accordance with the requirements set out in paragraphs 2.1-2.3 and 2.8-2.10 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment), with the Employment and Skills SPD or as otherwise agreed in writing by the Council and which will be in line with the Construction Industry Training Board/National Skills Academy for Construction; |
| <b>“Employment Skills Construction Plan” or “ESCP”</b>         | means the document relating to skills training and employment during the Construction Phase as required by paragraph 2.1 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment);  |
| <b>“Employment Skills Occupation Plan” or “ESOP”</b>           | means the document relating to skills training and employment during the Occupation Phase as required by paragraph 2.8 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment);  |

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| <p><b>“End Use Support for Long-term Unemployed”</b></p> | <p>means in relation to the Occupation Phase a workplace opportunity (including a placement) that (in the case of a placement) lasts for a minimum of 6 months and has appropriate support to make it suitable for Long-term Unemployed and that is open to candidates nominated by the Council (or another agency as agreed by the Council) in addition to candidates identified by other means;</p>   |
| <p><b>“Energy Centre”</b></p>                            | <p>an area containing combustion equipment for the purpose of generating heat for space heating and/or domestic hot water which, will be capable of connection to all New Dwellings and Commercial Units;</p>   |
| <p><b>“Energy Statement”</b></p>                         | <p>means the energy statement submitted with the Application dated July 2017 (file reference 550831ys11July17_FD01_Energy_Statement.docx);</p>  |
| <p><b>“Energy Strategy Review”</b></p>                   | <p>means a review to be undertaken in accordance with the provisions of the Energy Statement , London Plan Policy 5.2 and Schedule 10 (Environmental Sustainability Infrastructure and Building Practice) hereof to:</p> <ul style="list-style-type: none"> <li>(a) provide discrete assessments of: <ul style="list-style-type: none"> <li>i) each Building (as built);</li> <li>ii) each Phase Practically Completed (as built);</li> <li>iii) the Phases as Practically Completed (as built) by the date/s of each assessment on a cumulative basis; and</li> <li>iv) the whole Development Practically Completed within the Application Site (as built)</li> </ul> <p>such assessments using the methodology provided within the Energy Statement using as built calculations in accordance with Building Regulations Part L and taking account of any buildings outside the Application Site which have been connected to any district heating system within the Application Site;</p> </li> <li>(b) measure and show the amount of tonnes of CO2 emitted per annum produced by the Development within the Application Site as Practically Completed (as built) in comparison to the Energy Statement;</li> <li>(c) set out the Carbon Offset Calculation and as a result the Carbon Offset Contribution to be paid by the Owner to the Council;</li> <li>(d) provide the overall carbon reduction of the Development within the Application Site as built, expressed as a percentage; and</li> <li>(e) take into account any heat exports from the Development to developments external to the Application Site;</li> </ul> |

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| <b>“ES Compliance Payment”</b> | means a payment in lieu of the Owner’s obligations contained in Schedule 4 arising in the circumstances specified in this Schedule and calculated in accordance with paragraph 4.4.3 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment);   |
| <b>“ES Discharge Letter”</b>   | means the written confirmation required by paragraph 4.6 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment) to be issued by the Council on satisfaction of the Owner’s Employment and Skills Obligations;  |
| <b>“ES Final Report”</b>       | means the document required by paragraph 4.3 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment) to be submitted by the Owner to the Council for the purposes of setting out final performance against targets and any other matters as specified by the Employment and Skills Plan;  |
| <b>“ES Progress Report”</b>    | means the document required by paragraph 4.2 of Part 1 (Employment and Skills Plan) of Schedule 4 (Skills, Training and Employment) to be submitted by the Owner to the Council for the purposes of setting out interim performance against targets and any other matters as specified within the Employment and Skills Plan;  |
| <b>“ES Remedial Plan”</b>      | means the document to be submitted by the Owner to the Council (if requested by the Council) in the event that the Council (acting reasonably) determines that there has been or is likely to be material non-attainment of Target Number(s) of Employment Opportunities for Lambeth Residents and that sets out strategies for achieving the relevant Target Number(s); |
| <b>“Estate”</b>                | means the Clapham Park Estate which is part of the Application Site as shown on Plan 1;  |
| <b>“Estate CPZ”</b>            | means the controlled parking zones to be created within the Application Site which are to be managed and maintained by the Owner pursuant to the Car Parking Management Plan;  |
| <b>“Estimated GDV”</b>         | means the estimated Market Value (as at the date of calculation of the Second Surplus on the Second Review Date) of the New Dwellings and Commercial Units within the Application Site which are yet to be disposed of, to be determined from the available comparable market evidence (including sales values within the Development and prevailing market conditions); |
| <b>“Existing Residents”</b>    | any non-leasehold resident (with a direct tenancy agreement with MHTL) of any residential building within the Estate not constructed and completed as part of the Planning Permission as at the completion of this Deed;   |
| <b>“Financial Year”</b>        | shall mean the period of 1 <sup>st</sup> April to 31 <sup>st</sup> March or such other annual  |

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|  | period as notified by the Owner to the Council;  |
| <b>“First Affordable Housing Review”</b>   | means the review to be undertaken pursuant to Part 2 (Affordable Housing Review) of Schedule 3 (Housing) for the purpose of the calculation of the First Surplus (if any);   |
| <b>“First Education Payment”</b>           | £495,888.16 (four hundred and ninety five thousand eight hundred and eighty eight pounds and sixteen pence);   |
| <b>“First Financial Year”</b>              | shall mean the first Financial Year within which the Development is Commenced;   |
| <b>“First Occupation”</b>                  | means the first Occupation of any part or Phase of the Development;  |
| <b>“First Occupation Date”</b>             | means the date of First Occupation of the Development or any part thereof (excluding the First Dwelling to be Occupied);   |
| <b>“First Outline Planning Permission”</b> | the planning permission granted by the Council pursuant to application number 05/02732/OUT;  |
| <b>“First Phase 1 Deed of Variation”</b>   | means the second deed of variation to the Original Section 106 Agreement dated 19 February 2014 entered into by the Council (1), Clapham Park Homes Limited (2), MHTL (3) and TfL (4) pursuant to the Acts;  |
| <b>“First Review Date”</b>                 | means the date the First Affordable Housing Review is carried out;   |
| <b>“First Surplus”</b>                     | <p>means ‘A’ calculated as follows:</p> $A = (B + C) - ((D + E) + (F + G))$ <p>where:</p> <p>B is actual Project Income in respect of the First Calculation Period</p> <p>C is Initial Project Income</p> <p>D is Initial Project Costs</p> <p>E is actual Project Costs in respect of the First Calculation Period</p> <p>F is Initial Profit</p> <p>G is Profit in respect of the First Calculation Period</p> <p>provided that if A is a negative number the First Surplus will be deemed to be zero;</p> |
| <b>“Fully Serviced”</b>                    | fitted and connected to all service media including without limitation water, electricity, gas, telecommunications media, sewers and drains;   |
| <b>“GLA”</b>                               | means the Greater London Authority of City Hall, The Queen’s Walk, London SE1 2AA;   |
| <b>“GLA’s Homes for</b>                    | means the website provided by the GLA which advertises available   |

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| <b>Londoners Website”</b>               | intermediate affordable housing and provides a link to the relevant providers;  |
| <b>“Green Avenues”</b>                  | to be located in between the Individual Sites within the wider Site C and Site E and Site F as shown and edged light green on Plan 3;   |
| <b>“Gross Internal Area”</b>            | gross internal area calculated in accordance with the Royal Institution of Chartered Surveyors “Code of Measuring Practice”;  |
| <b>“Gyratory”</b>                       | means the road intersection to the south of Site C04 and to the east of Site C05 within the South Circular Road as shown edged orange and labelled “Gyratory” on Plan 3;  |
| <b>“Habitable Room”</b>                 | a habitable room is any room used or intended to be used for sleeping, cooking, living or eating purposes. Enclosed spaces such as a bath or toilet facilities, corridors, hallways, utility rooms or similar should not be considered habitable rooms;   |
| <b>“Head of Development Management”</b> | the Council’s Head of Development Management or any other officer properly exercising the authority of that person from time to time;   |
| <b>“Highway Works”</b>                  | means the Council’s Highway Works and the TfL Highway Works as are authorised by the Planning Permission or related to or necessitated by the Development;  |
| <b>“the Highways Deed of Variation”</b> | means the fourth deed of variation to the Original Section 106 Agreement dated 19 June 2019 entered into by the Council (1), MHTL (2), MDSL (3), MLL (4), TfL (5), and the Mortgagee (6);   |
| <b>“Historic Contamination”</b>         | any Contamination which exists at the Education Site and which the Owner has not caused or which existed on or prior to the Stock Transfer Date;  |
| <b>“the Hub”</b>                        | the open spaces running parallel to either side of King’s Avenue to the north of the South Circular Road as shown edged pink on Plan 3;   |
| <b>“Hybrid/EV Cars”</b>                 | means cars in the case of:<br>(a) hybrid, run partly by electricity and partly by petrol and<br>(b) electric vehicle (EV), run solely by electricity;   |
| <b>“Implementation”</b>                 | means implementation of the Planning Permission by the carrying out of any material operation within the meaning of Section 56(2) and (4) of the Town and Country Planning Act 1990 and <b>“Implement”</b> and <b>“Implemented”</b> and cognate expressions will be interpreted in accordance with this definition provided that:-<br>(a) ground investigations site survey works;<br>(b) laying of services and service media; |

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|   | <p>(c) construction of boundary fencing or hoardings;</p> <p>(d) construction of temporary accesses;</p> <p>(e) archaeological investigation;</p> <p>(f) noise attenuation works;</p> <p>(g) works of site clearance;</p> <p>(h) temporary structures and buildings;</p> <p>(i) works of refurbishment to existing buildings; and</p> <p>(j) below ground works</p> <p>shall not be taken to be a material operation as defined in the said Sections 56(2) and (4) for the purposes of this Deed;</p> <p>and <b>“Implementation Date”</b> shall mean the date of Implementation;</p>   |
| <b>“Individual Site”</b>                            | has the meaning given to it in the definition of <b>“Sites”</b> contained in this clause 1.1;  |
| <b>“Interim Bus Interchange”</b>                    | means the interim bus interchange as labelled and shaded in red on Plan 8;   |
| <b>“Intermediate Housing Units”</b>                 | means the Affordable Housing Units as listed under the heading <b>“Intermediate”</b> within the tables set out in Appendix 1 (Market Housing Units and Affordable Housing Mix) which are to be provided on Shared Ownership Terms and as Shared Equity Units to eligible households who meet the criteria for Affordable Housing and the term <b>“Intermediate Housing Unit”</b> shall be construed accordingly;   |
| <b>“Internal Routes Management and Access Plan”</b> | <p>means the plan dealing with the management, maintenance and access arrangements for all of the Movement Routes in accordance with the provisions of Part 3 (Movement) of Schedule 6 (Public Realm and Open Spaces) and which shall include:</p> <p>(a) the management and maintenance arrangements, whether by way of Management Company or otherwise for the Movement Routes in each Phase of the Development; and</p> <p>(b) details of the access arrangements to be put in place to ensure the Movement Routes will have unfettered access (save where temporary routes are provided or in the case of an emergency) for pedestrian, cyclist and vehicular traffic;</p> |
| <b>“Internal Routes Specification”</b>              | <p>means the specification/s identifying all of the Movement Routes and Movement Routes Access, including all materials to be used and the timescales within which each Movement Route and Movement Routes Access is to be provided within the Application Site for each Core and Phase, such specification to be informed by:</p> <p>(a) the Design and Access Statement dated July/August 2017 submitted as part of the Planning Application; and</p>  |

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|   | <p>(b) approved plans submitted as part of the Planning Application; and/or</p> <p>(c) any other document or plan which may be approved in writing by the Council in respect of any temporary routes which may subsequently be required as part of the Development;</p> <p>and which shall identify for each Phase and each Core of the Development each road, cycle route, pedestrian or other type of road or path that may be required for the purpose of the Development;</p> |
| <b>“Initial Profit”</b>                         | means £0;   |
| <b>“Initial Project Costs”</b>                  | means £407,414,674;   |
| <b>“Initial Project Income”</b>                 | means £407,414,674;   |
| <b>“Initial Review Date”</b>                    | means 31 <sup>st</sup> March 2019;  |
| <b>“Job”</b>                                    | means a paid employment or engagement that is not an Apprenticeship or End Use Support for Long-term Unemployed;  |
| <b>“King’s Avenue Arrival Square”</b>           | the area to the east of the Central Park and which will feature a play hill, climbing wall, slide and stepped seating area, swings, spinning dishes, trampolines and balancing features as well as continuous seating as shown shaded indigo and labelled for indicative purposes only on Plan 3;   |
| <b>“King’s Avenue Arrival Square Play Area”</b> | means the area located within and to the east of the Central Park to be used for play as shown shaded pink and labelled “Park Play” on Plan 3;  |
| <b>“Lambeth Resident”</b>                       | means a person of working age who is resident within the London Borough of Lambeth at the time when an Employment Opportunity for that person commences or (as the context requires) would commence;  |
| <b>“Level 2”</b>                                | means that level as specified nationally in relation to apprenticeships and having the equivalent educational level of GCSE;  |
| <b>“Local Area”</b>                             | means the administrative area of the London Borough of Lambeth or such other area as may be agreed in writing between the Owner and the Council;  |
| <b>“Local Businesses”</b>                       | means businesses that are located in and/or conduct a significant part of their business in the Local Area;   |
| <b>“Long Term Unemployed”</b>                   | means a Lambeth Resident who has been out of work for a period of at least two years;   |
| <b>“London Affordable”</b>                      | means rented housing provided by an Affordable Housing Provider   |

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| <b>Rented Housing”</b>                   | that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor’s Funding Guidance;  |
| <b>“London Plan Monitoring Report”</b>   | means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;  |
| <b>“London Plan Policy 5.2”</b>          | means policy 5.2 of the London Plan 2016 produced by the Mayor of London as at the date of the Energy Statement;  |
| <b>“London Shared Ownership Housing”</b> | means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market;<br><br>and <b>“London Shared Ownership Lease”</b> and <b>“London Shared Ownership Lessee”</b> shall be construed accordingly;   |
| <b>“London Social Rented Housing”</b>    | means rented housing owned and managed by Affordable Housing Providers and let at Target Rents;   |
| <b>“Management Company”</b>              | means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes of carrying out future maintenance of the Movement Routes;  |
| <b>“Market Housing Details”</b>          | the details relating to the Market Housing Units approved in writing pursuant to paragraph 1 of Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing);   |
| <b>“Market Housing Units”</b>            | all New Dwellings that are not Affordable Housing Units;  |
| <b>“Market Value”</b>                    | means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Second Review Date based upon detailed comparable market evidence, including evidence of achieved values for any New Dwellings and/or Commercial Units (as relevant) of the Development which have been disposed of to be assessed by the Owner and assuming:<br><br>(a) a willing seller and a willing buyer;<br><br>(b) that prior to the date of valuation, there has been a reasonable period of not less than six months (or such other period as agreed in writing between the Owner and the Council) for the |



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|   | <p>proper marketing of the interest (having regard to the nature of the property and state of the market) for the agreement of the price and terms and for the completion of the sale;</p> <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion</p> <p>and “disposed of” shall mean a completed transfer of freehold or grant of commonhold or grant of a long (125 years or more) leasehold interest and shall not include exchange of contracts in respect of the same;</p> |
| <b>“Mayor’s Funding Guide”</b>                | means “Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance;   |
| <b>“Maytree Deed of Variation”</b>            | means the first deed of variation to the Original Section 106 Agreement entered between the Council (1), Clapham Park Homes Limited (2), Metropolitan Housing Trust (3) and TfL (4) pursuant to the Acts;   |
| <b>“Maytree Further Deed of Variation”</b>    | means the further deed of variation made between the Council (1), MHTL (2), MLL (3), MDSL (4), Prudential Trustee Company Limited (5) and TfL (6) and entered into on 2019 in respect of the Maytree Nursery;   |
| <b>“MDSL”</b>                                 | the party of the third part hereto which shall include its successors and assigns from time to time;  |
| <b>“MHTL”</b>                                 | the party of the second part hereto which shall include its successors and assigns from time to time;   |
| <b>“MHTL’s Neighbourhood Investment Team”</b> | the team within MHTL which provides employment and life skills for young people and adults within the communities managed and/or owned by MHTL;   |
| <b>“Micro-Simulation Modelling Study”</b>     | means a study to be undertaken by the Owner in order to assess the impact of the TfL Highway Works on bus and traffic journey times, to inform the detailed design of the TfL Highway Works and to establish any other measures which are necessary to mitigate the impacts of the Development on TfL’s highway network and therefore are required to be delivered as part of the TfL Highway Works;  |
| <b>“Migratory Contamination”</b>              | any Contamination which has migrated on to the Education Site from land (which is not land within the ownership and control of the Owner) outside of the Education Site;  |
| <b>“MLL”</b>                                  | means Metropolitan Living Limited (Company Registration Number 04405968) of The Grange, 100 High Street, London N14 6PW;  |

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| <b>“Monitoring Fee”</b>         | means the sum of £592,289.60 to cover the costs and expenses incurred by the Council in monitoring the Development to ensure the obligations secured within this Deed are delivered in accordance with the provisions of this Deed;  |
| <b>“Movement Routes”</b>        | means any pedestrian, cycle and/or vehicular route within the Application Site including those providing access to each Core provided on a temporary or permanent basis (with the exception of the North/South Routes and the East/West Routes which shall only be provided as permanent routes) as identified in the Internal Routes Specification;   |
| <b>“Movement Routes Access”</b> | means any pedestrian/cycle/vehicular/emergency access to be provided along the Movement Routes to each Core;   |
| <b>“MUGA”</b>                   | means the multi-use games area (MUGA) for use by children and young people of the Development to be provided within: <ul style="list-style-type: none"> <li>(a) the Central/Linear Park (Site C01) (which will hereinafter be referred to as the <b>“Central Park MUGA”</b>); and</li> <li>(b) Site E (which is to replace the existing facility next to the New Park Road Baptist Church and will hereinafter be referred to as the <b>“Site E MUGA”</b>)</li> </ul> in the locations as shaded teal and labelled “MUGA” on Plan 3; |
| <b>“New Building”</b>           | any new building constructed pursuant to the Planning Permission;  |
| <b>“New Dwelling”</b>           | any dwelling constructed within the Sites pursuant to the Planning Permission;   |
| <b>“Nominations Agreement”</b>  | means in relation to the Affordable Rented Units and Retirement Living Accommodation the agreement substantially in the form of document appended at Appendix 2 to this Deed to be entered into by the Council and the RPSH or any replacement agreement as agreed between the Council and the RPSH together with any variations thereto;  |
| <b>“North/South Route”</b>      | means a Movement Route within the Application Site leading between the north and south of the Application Site, i.e. connecting Clarence Crescent, the South Circular and leading towards New Park Road, other than King’s Avenue and not including any movement routes outside of the Application Site and references to <b>“N/S Route”</b> will be construed accordingly;  |
| <b>“Occupation”</b>             | means occupation for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction fitting out decoration or occupation for marketing display or security or training purposes in respect of the Development and references to <b>“Occupy”</b> and <b>“Occupied”</b> shall be construed accordingly;  |

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| <b>“Occupation Phase”</b>   | means the period commencing with the date of first Occupation or use of the Employment Generating Area to a point 2 (two) years following the date of Practical Completion;  |
| <b>“Offsite Dwellings”</b>  | any dwellings to be provided off the Application Site but in the Local Area resulting from an Affordable Housing Review;   |
| <b>“Original Dwellings”</b>   | any Dwelling on the Application Site that is not a New Dwelling;   |
| <b>“Original Phase 1”</b>   | means the phase named Phase 1 in the Original Section 106 Agreement (as amended);  |
| <b>“Original Phase 2 – Phase 4”</b>                                     | means the phases named Phase 2, Phase 3 and Phase 4 in the Original Section 106 Agreement (as amended);  |
| <b>“Opportunity Lambeth”</b>  | the Council’s employment service which works with residents within the borough of Lambeth and other agencies to improve employment opportunities for Lambeth residents;  |
| <b>“Owner”</b>  | means MHTL and MDSL;   |
| <b>“Parks”</b>  | means the areas to be made available to the public subject to the terms of the Public Realm and Parks Management and Access Plan as approved by the Council in writing such areas to comprise the Central (Linear) Park (including the MUGA), the Crescent, Tierney Gardens and the Site E MUGA and references to <b>“Park”</b> shall be construed accordingly;  |
| <b>“Permanent Community Resource Centre”</b>                            | a community resource centre of at least 971m2 including appropriate functional elements to be approved within the Permanent Community Resource Centre Management and Access Plan as shown shaded and edged blue and labelled <b>“CRC”</b> on Plan 3;   |
| <b>“Permanent Community Resource Centre Management and Access Plan”</b> | means the document to be prepared by the Owner at its own costs and submitted to the Council for its written approval pursuant to Paragraph 1.1 of Part 2 (Permanent Community Resource Centre) of Schedule 5 (Community Facilities) setting out the management and maintenance arrangements for and the provisions to be put in place to ensure continued public access to the Permanent Community Resource Centre; |
| <b>“Permanent Community Resource Centre Specification”</b>              | means the specification to be prepared by the Owner and submitted for approval to the Council and such specification is to be used in the construction, Practical Completion and fitting out of the Permanent Community Resource Centre and once a final version is agreed and Approved in writing by the Council is thereafter to be implemented;   |
| <b>“the Permanent Movement Routes</b>                                   | means the works to lay out, construct and Practically Complete the final (permanent) course on the Movement Routes (excluding the  |

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| <b>Works</b>                                  | E/W Route and the N/S Route);   |
| <b>“Permeability Plan”</b>                    | means the plan to be prepared by the Owner at its own cost and submitted to the Council for its written approval which will detail the arrangements to be put in place to ensure the continued and unfettered access for pedestrians, cyclists and emergency services along the Movement Routes (including any routes to and from the Temporary Community Resource Centre); |
| <b>“Persons Interested”</b>                   | means such persons as are “Persons Interested” (within the meaning of that phrase in Section 106 of the 1990 Act) in the Application Site;  |
| <b>“Phase”</b>                                | means all or any of Phase 1, Phase 2, Phase 3 or Phase 4 and references to “Phases” shall refer to all of them or any two or more of them;  |
| <b>“Phase 1”</b>                              | means that part of the Application Site known as Sites A and D as shown edged blue and labelled “A01” and “D01” on Plan 4A (Section 106 Phasing Plan);  |
| <b>“Phase 1 Affordable Housing Units”</b>     | means New Dwellings in Phase 1 to be constructed in accordance with the Phase 1 Affordable Housing Units Mix and in accordance with the Affordable Housing Details approved by the Head of Development Management pursuant to Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing), in respect of that Phase;  |
| <b>“Phase 1 Affordable Housing Units Mix”</b> | means the mix of Affordable Housing Units to be provided in Phase 1 as set out in Appendix 1 (Market Housing Units and Affordable Housing Mix);   |
| <b>“Phase 1 Dwellings”</b>                    | means the New Dwellings to be constructed and completed within Phase 1 only;  |
| <b>“Phase 1 Market Housing Units”</b>         | means the mix of Market Housing Units to be in accordance with the Phase 1 Market Housing Units Mix and in accordance with the Market Housing Details approved by the Head of Development Management pursuant to paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing) in respect of that Phase;  |
| <b>“Phase 1 Market Housing Units Mix”</b>     | means the mix of Market Housing Units to be provided in Phase 1 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);   |
| <b>“Phase 1A Highway”</b>                     | the Section 1 Highway shaded in green on Plan 14;   |
| <b>“Phase 2”</b>                              | means that part of the Application Site known as Site B01, Site C01 and Site C02 as shown edged blue and labelled “B01”, “C01” and “C02” on Plan 4A;  |
| <b>“Phase 2 Affordable</b>                    | means New Dwellings in Phase 2 to be constructed in accordance  |

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| <b>"Housing Units"</b>                        | with the Phase 2 Affordable Housing Units Mix and in accordance with the Affordable Housing Details approved by the Head of Development Management pursuant to (Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing)) in respect of that Phase;  |
| <b>"Phase 2 Affordable Housing Units Mix"</b> | means the mix of Affordable Housing Units to be provided in Phase 2 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);   |
| <b>"Phase 2 Dwellings"</b>                    | means the New Dwellings to be constructed and completed within Phase 2 only;  |
| <b>"Phase 2 Market Housing Units"</b>         | means New Dwellings in Phase 2 to be constructed in accordance with the Phase 2 Market Housing Units Mix and in accordance with the Market Housing Details approved by the Head of Development Management pursuant to Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing) in respect of that Phase;     |
| <b>"Phase 2 Market Housing Units Mix"</b>     | means the mix of Market Housing Units to be provided in Phase 2 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);   |
| <b>"Phase 3"</b>                              | means that part of the Application Site known as Site C03, Site C06 and Site C08 as shown edged blue and labelled "C03", "C06" and "C08" on Plan 4A;  |
| <b>"Phase 3 Affordable Housing Units"</b>     | New Dwellings in Phase 3 to be constructed in accordance with the Phase 3 Affordable Housing Units Mix and in accordance with the Affordable Housing Details approved by the Head of Development Management pursuant to (Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing)) in respect of that Phase; |
| <b>"Phase 3 Affordable Housing Units Mix"</b> | means the mix of Affordable Housing Units to be provided in Phase 3 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);   |
| <b>"Phase 3 Dwellings"</b>                    | means the New Dwellings to be constructed and completed within Phase 3 only;  |
| <b>"Phase 3 Market Housing Units"</b>         | means New Dwellings in Phase 3 to be constructed in accordance with the Phase 3 Market Housing Units Mix and in accordance with the Market Housing Details approved by the Head of Development Management pursuant to Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing) in respect of that Phase;     |
| <b>"Phase 3 Market Housing Units Mix"</b>     | means the mix of Market Housing Units to be provided in Phase 3 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);   |
| <b>"Phase 4"</b>                              | means that part of the Application Site known as Site C04, Site C05, Site C07, Site E and Site F as shown edged blue and labelled "C04",  |

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|   | “C05”, “C07”, “E01-E03” and “F01-F4” on Plan 4A;   |
| <b>“Phase 4 Affordable Housing Units”</b>     | means New Dwellings in Phase 4 to be constructed in accordance with the Phase 4 Affordable Housing Units Mix and in accordance with the Affordable Housing Details approved by the Head of Development Management pursuant to Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing), in respect of that Phase; |
| <b>“Phase 4 Affordable Housing Units Mix”</b> | means the mix of Affordable Housing Units to be provided in Phase 4 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);  |
| <b>“Phase 4 Dwellings”</b>                    | means the New Dwellings to be constructed and completed within Phase 4 only;   |
| <b>“Phase 4 Market Housing Units”</b>         | means New Dwellings in Phase 4 to be constructed in accordance with the Phase 4 Market Housing Units Mix and in accordance with the Market Housing Details approved by the Head of Development Management pursuant to Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing), in respect of that Phase;         |
| <b>“Phase 4 Market Housing Units Mix”</b>     | means the mix of Market Housing Units to be provided in Phase 4 as set out in Appendix 1 (Market Housing Units and Affordable Housing Units Mix);  |
| <b>“Plan 1”</b>                               | the plan annexed and marked Plan 1;  |
| <b>“Plan 2”</b>                               | the plan annexed and marked Plan 2;  |
| <b>“Plan 3”</b>                               | the plan annexed and marked Plan 3;  |
| <b>“Plan 4A”</b>                              | the plan annexed and marked Plan 4A;   |
| <b>“Plan 4B”</b>                              | the plan annexed and marked Plan 4B;   |
| <b>“Plan 5”</b>                               | the plan annexed and marked Plan 5;  |
| <b>“Plan 6”</b>                               | the plan annexed and marked Plan 6;  |
| <b>“Plan 8”</b>                               | the plan annexed and marked Plan 8;  |
| <b>“Plan 9”</b>                               | the plan annexed and marked Plan 9;  |
| <b>“Plan 10”</b>                              | the plan annexed and marked Plan 10;   |
| <b>“Plan 11”</b>                              | the plan annexed and marked Plan 11;   |
| <b>“Plan 12A”</b>                             | the plan annexed and marked Plan 12A;  |
| <b>“Plan 12B”</b>                             | the plan annexed and marked Plan 12B;  |

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| <b>“Plan 12C”</b>                            | the plan annexed and marked Plan 12C;   |
| <b>“Plan 13”</b>                             | the plan annexed and marked Plan 13;  |
| <b>“Plan 14”</b>                             | the plan annexed and marked Plan 14;  |
| <b>“Planning Obligations”</b>                | means the Owner’s obligations set out within this Deed;   |
| <b>“Planning Permission”</b>                 | the planning permission granted by the Council pursuant to Application Number 17/03733/FUL substantially in the form of the draft attached at Schedule 1;   |
| <b>“Practical Completion”</b>                | means the completion of a part or whole of the Development or any works or measures required pursuant to this Deed as applicable (including the Demolition Works) whereupon a Certificate of Practical Completion is issued and <b>“Practically Completed”</b> and <b>“Practically Complete”</b> shall be construed accordingly;  |
| <b>“Previous Carbon Offset Contribution”</b> | means the Carbon Offset Contribution (or part thereof) which was previously paid to the Council for the Phase immediately preceding the current Phase being assessed through the Energy Strategy Review;  |
| <b>“Profit”</b>                              | means the aggregate of:<br>(a) seventeen and a half per cent (17.5%) of Project Income relating to the Market Housing Units; and<br>(b) fifteen per cent (15%) of Project Income relating to the Commercial Units; and<br>(c) two per cent (2%) of Project Income relating to the Shared Ownership New Dwellings;   |
| <b>“Project”</b>                             | means the proposed refurbishment, redevelopment and management of the Application Site including the Development in connection with this Deed the Planning Permission the First Outline Planning Permission the Second Planning Permission as the same may be varied replaced or supplemented from time to time;  |
| <b>“Project Costs”</b>                       | means the aggregate of all costs fees and expenses (capital or revenue) reasonably and properly incurred by or allocated to the Owner and/or MLL in connection with carrying out the Project including but not limited to:<br>(a) any infrastructure payments including but not limited to any community infrastructure levy payments;<br>(b) the application for and obtaining of all planning permissions and other consents required;<br>(c) the carrying out of the Project to include (but not limited to) the cost of design, construction costs, site investigation, survey and remediation costs; |

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|  | <ul style="list-style-type: none"> <li>(d) the insurance of the Application Site and the works comprised in the Project and all insurance premiums paid in respects of any completed part of the Project and NHBC costs;</li> <li>(e) any payments due under this Deed;</li> <li>(f) section 106, section 38, section 104 and section 278 payments including payments to the Council or any third parties thereunder including any costs in accordance with any stopping up orders or other orders;</li> <li>(g) payments under or directly relating to any loan agreement, any refinancing agreement or payments in respect of the Project under any other funding agreement (including, in each case, without limitation the negotiation thereof);</li> <li>(h) reasonable and proper overheads;</li> <li>(i) the management and maintenance of the Application Site and buildings thereon including environmental improvements;</li> <li>(j) the negotiation and effecting of any disposals to include all reasonable promotional sales and marketing costs and any reasonable incentives paid to secure a disposal;</li> <li>(k) the cost of extinguishments or variation of any interests in over or against the Application Site held by a person who by the lawful exercise of those rights could prevent or impede the carrying out of or progressing of the Project or its use and enjoyment to include (but not limited to) any payments made by the Owner and any costs and any payments to be made in pursuance of or in preparation of the exercise of compulsory purchase powers, rights of light compensation payments any related indemnity insurance policies and dealing with any claims;</li> <li>(l) annual recurring and capital outgoings whether parliamentary parochial or otherwise;</li> <li>(m) any other costs and expenses reasonably properly and legitimately incurred by or allocated to the Owner in acquiring the Application Site or any part thereof and carrying out the Project including all costs associated with the Owner carrying out its obligations under this Deed and the Stock Transfer Agreement (without double counting) including all costs, payments and indemnities associated with community development and investment, all costs relating to the provision of services to residents and all costs incurred to meet the objectives set by government or regulatory bodies including the Ministry of Housing, Communities and Local Government and Homes England and the Greater London Authority;</li> <li>(n) and including (without limitation): <ul style="list-style-type: none"> <li>(i) all stamp duty land tax and Land Registry fees incurred in connection with the acquisition of any part of the Application Site;</li> </ul> </li> </ul> |
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|                                  | <ul style="list-style-type: none"> <li>(ii) all reasonable and proper professional and legal fees incurred in connection with the matters set out above to include the reasonable and proper professional and legal fees of any investment adviser/agent incurred by the Owner or MLL or paid by the Owner or MLL;</li> <li>(iii) VAT on any of the costs fees and expenses referred to above;</li> <li>(iv) any VAT payable by the Owner or MLL on any assessments by HM Revenue and Customs, together with any VAT, penalties and interest charges incurred by the Owner or MLL; and</li> <li>(v) any irrecoverable VAT, penalties and interest charges incurred or required to be reimbursed to the Council by the Owner or MLL,</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>(o) all other taxes;</li> </ul> <p>BUT PROVIDED THAT this does not include site acquisition costs, any other costs already incurred by the Owner prior to the Initial Review Date and subject to paragraph 13 of Part 2 (Affordable Housing Review) of Schedule 3 (Housing);</p> |
| <p><b>“Project Income”</b></p>   | <p>means the aggregate of all income (capital or revenue) received by the Owner from or relating to the Project including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) the income of whatever nature from the dwellings within the Application Site;</li> <li>(b) the proceeds of sale of any part or parts of the Project other than dwellings;</li> <li>(c) grant or any other subsidy;</li> <li>(d) all grants and subsidies;</li> <li>(e) any income received by the Owner for or in connection with services provided from or through the Application Site; and</li> <li>(f) any other income,</li> </ul> <p>provided that this does not include any income received by the Owner prior to the Initial Review Date and subject to paragraph 13 of Part 2 (Affordable Housing Review) of Schedule 3 (Housing);</p>  |
| <p><b>“Projected Profit”</b></p> | <p>means the aggregate of:</p> <ul style="list-style-type: none"> <li>(a) seventeen and a half per cent (17.5%) of Projected Project Income relating to the Market Housing Units; and</li> <li>(b) fifteen per cent (15%) of Projected Project Income relating to the Commercial Units; and</li> <li>(c) two per cent (2%) of Projected Project Income relating to the Shared Ownership New Dwellings;</li> </ul>   |

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| <p><b>“Projected Project Costs”</b></p>  | <p>means the estimated costs of items of limb (a) - (o) of the definition of Project Costs as at the Second Review Date reasonably expected to be incurred or allocated to the Owner as relating to:</p> <p>(a) New Dwellings within the Application Site which:</p> <p>(i) have not reached Practical Completion and have not been disposed of; or</p> <p>(ii) have reached Practical Completion and have not been disposed of; and</p> <p>(b) Commercial Units within the Application Site which:</p> <p>(i) have not reached Practical Completion and have not been disposed of; or</p> <p>(ii) have reached Practical Completion and have not been disposed of;</p> <p>such that those costs in (A) and (B) above are not already taken into account within the calculation of Project Costs and “disposed of” shall mean a completed transfer of freehold or grant of commonhold or grant of a long (125 years or more) leasehold interest and shall not include exchange of contracts in respect of the same;</p>  |
| <p><b>“Projected Project Income”</b></p> | <p>means the Estimated GDV (as at the Second Review Date) of:</p> <p>(a) New Dwellings within the Application Site which:</p> <p>(i) have not reached Practical Completion and have not been disposed of; and/or</p> <p>(ii) have reached Practical Completion and have not been disposed of; and</p> <p>(b) Commercial Units within the Application Site which:</p> <p>(i) have not reached Practical Completion and have not been disposed of; and/or</p> <p>(ii) have reached Practical Completion and have not been disposed of;</p> <p>such that the Estimated GDV relating to (A) and (B) above is not already taken into account within the calculation of Project Income and “disposed of” shall mean a completed transfer of freehold or grant of commonhold or grant of a long (125 years or more) leasehold interest and shall not include exchange of contracts in respect of the same,</p> <p>PROVIDED THAT the Estimated GDV of a New Dwelling and/or Commercial Unit shall be deemed to be the purchase price or premium agreed under a contract exchanged for the disposal of such New Dwelling and/or Commercial Unit if contracts have been exchanged prior to the Second Review Date;</p> |
| <p><b>“Public Art”</b></p>               | <p>means:</p>  |

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|                                       | <p>(a) The development and installation of the Public Art Strategy as follows:</p> <ul style="list-style-type: none"> <li>(i) the development of the Public Art Strategy;</li> <li>(ii) the procurement and installation of the public art (with the installation to be undertaken as per the delivery programme) which is to be included in the Public Art Strategy; and</li> <li>(iii) Details of the on-going arts programme by Metropolitan Neighbourhood Investment, which includes (but is not limited to) measures such as Counter Point Arts; Schools Engagement Programme; Partnerships with local Galleries; performance projects; and cultural art exchange programmes,</li> </ul> <p>at the cost of not less than £700,000 (seven hundred thousand pounds); and</p> <p>(b) the provision of standalone work(s) of public art as follows:</p> <ul style="list-style-type: none"> <li>(i) the incorporation of stand-alone, temporary or permanent works of art within the Development; or</li> <li>(ii) the use of individualised art and design solutions which are incorporated into the fabric of the Development,</li> </ul> <p>at the locations shown on the Public Art Strategy (with potential opportunities to include seating, paving, railings, wayfinding, landscape structures, lighting and manifestations to foyers/entrances to buildings) all to be provided by the Owner at a total cost of not less than £125,000 (one hundred and twenty five thousand pounds);</p> |
| <p><b>“Public Art Committee”</b></p>  | <p>means the body to be formed and managed by the Owner in accordance with paragraph 1 of Schedule 9 (Public Art and Culture) and which will include representatives from the Council, a Public Art Consultant, MHT and at least one resident from the Estate as representative of the other residents on the Estate;</p>   |
| <p><b>“Public Art Consultant”</b></p> | <p>means a place-making and cultural strategist with experience in the delivery of public art schemes in development projects;</p>  |
| <p><b>“Public Art Costs”</b></p>      | <p>means the costs referred to in paragraphs (a) and (b) of the definition of Public Art;</p>   |
| <p><b>“Public Art Strategy”</b></p>   | <p>the document to be prepared by the Owner as agreed by the Public Art Committee submitted to the Council for its written approval in accordance with paragraph 3 of Schedule 9 (Public Art and Culture) and which shall include the following details:</p> <ul style="list-style-type: none"> <li>(a) the resident and community involvement in the process;</li> <li>(b) the proposed locations for Public Art to be installed;</li> <li>(c) the form of proposed work(s) of Public Art or individualised art and design solutions incorporated into the fabric of the</li> </ul>  |

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|  | <p>Development;</p> <p>(d) information and design of the art work(s);</p> <p>(e) the proposed delivery programme for the installation of the Public Art; and</p> <p>(f) Details of the on-going arts programme by Metropolitan Neighbourhood Investment, which includes (but is not limited to) measures such as Counter Point Arts; Schools Engagement Programme; Partnerships with local galleries; performance projects; and cultural art exchange programmes;</p>   |
| <b>“Public Realm”</b>                                      | <p>means elements of the Central Park (inclusive of the Western Woodland Play Area and King’s Avenue Arrival Square Play Area) the Crescent, the Site A Public Realm, the Community Growing Areas, the Green Avenues, the MUGAs (within the Central Park / Site C01; and Site E), the Hub, the Gyrotory; Tierney Gardens; and all communal podium and roof gardens all as labelled and shown on Plan 3 and delivered in accordance with Part 1 (Public Realm and Parks) of Schedule 6 (Public Realm and Open Spaces);</p>   |
| <b>“Public Realm and Parks Management and Access Plan”</b> | <p>means the detailed drawings to be provided and submitted by the Owner to the Council in accordance with paragraph 1.1 of Part 1 (Public Realm and Park) of Schedule 6 (Public Realm and Open Spaces) setting out the strategic phasing plan for the delivery of each of the Parks and Public Realm which will also include the following, both during the construction period for all phases and upon completion of the Development:</p> <p>(a) details of the timescales within which the Public Realm and Parks for each respective Phase will be laid out, Practically Completed and made ready for use;</p> <p>(b) details of the proposed management maintenance and accessibility arrangements;</p> <p>(c) details of the proposed lighting, links to services and cleansing of the Parks and Public Realm;</p> <p>(d) details on how the Owner will maintain accessibility, public access and routes through the specified areas;</p> <p>(e) the measures that will be employed to control vehicles (including servicing vehicles) while ensuring safe movement for pedestrians and cyclists; and</p> <p>(f) details on facilitating access for emergency vehicles;</p> |
| <b>“Public Rights of Way”</b>                              | <p>a way including footpaths, bridleways, restricted bridleways and byways open to all traffic over which the public are granted a right to pass and repass on foot, pedal cycles, motorbikes and vehicles in accordance with the approved plans pursuant to the Planning Permission;</p>   |
| <b>“Ready Able and</b>                                     | <p>a party is “Ready Able and Willing” to complete if it is willing and could be ready and able to complete but for any default of the other</p>  |

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| <b>Willing”</b>  | party;   |
| <b>“Reasonable Endeavours (E&amp;S)”</b>                 | includes but is not limited to (i) designing and delivering in consultation with the Council recruitment strategies for Employment Opportunities to target Lambeth Residents, for example including but not limited to advertising vacancies in local job centres, in appropriate press outlets, with housing associations, local employment and training providers, through recruitment agencies and by organising recruitment days; (ii) providing in advance of wider publication a minimum of 10 Working Days’ notice to the Council of planned major recruitment activity (for example when multiple Employment Opportunities arise together); (iii) participating in activity as recommended by the Council where Employment Opportunities for Lambeth Residents can be promoted, including but not limited to attending and participating in employability and careers programmes delivered by the Council or other organisations recommended by the Council AND PROVIDED ALWAYS that in determining whether Reasonable Endeavours (E&S) have been used the Council shall have regard to the supply from time to time of individuals willing and able to be engaged in relation to the particular nature of Employment Opportunities in question; |
| <b>“Registered Provider of Social Housing” or “RPSH”</b> | means MHTL and any other registered provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 drawn from the Council’s list of Registered Providers of Social Housing or any other registered provider that may be approved by the Council (such approval not to be unreasonably withheld or delayed) and in the latter case, subject to the registered provider agreeing to be a party to the Council’s Social Housing Charter (published in June 2012) or any replacement to that document and in either case, registered with the Regulator for Social Housing;   |
| <b>“Regulator of Social Housing”</b>                     | means the executive non-departmental body sponsored by the Department for Housing Communities and Local Government to create sustainable communities and also to regulate RPSH’s or any successor body and where appropriate will include the Homes and Communities Agency and Homes England;  |
| <b>“Rent Guidance”</b>                                   | means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department for Housing Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;   |
| <b>“Rented New Dwellings”</b>                            | the New Dwellings identified as Rented New Dwellings in the Affordable Housing Details approved pursuant to Paragraph 1, Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing);   |
| <b>“Rent Standard”</b>                                   | means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent  |

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|   | Standard 2014 issued by the Department for Communities, Housing and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;  |
| <b>“Retirement Living Accommodation”</b>    | means the accommodation provided within Site C07 constructed for residential purposes in which varying amounts of care and support can be provided and where some facilities and services may be shared and which are made available to persons aged 55 or over;  |
| <b>“Retirement Living Details”</b>          | means the details relating to Retirement Living Accommodation approved in writing pursuant to paragraph 1 of Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing);  |
| <b>“Second Affordable Housing Review”</b>   | means the review to be undertaken pursuant to Part 2 (Affordable Housing Review) of Schedule 3 (Housing) for the purpose of the calculation of the Second Surplus (if any);   |
| <b>“Second Education Payment”</b>           | £2,148,848.68 (two million one hundred and forty eight thousand eight hundred and forty eight pounds and sixty eight pence);  |
| <b>“Second Outline Planning Permission”</b> | the planning permission granted by the Council pursuant to Application Number 06/03680/OUT;   |
| <b>“Second Phase 1 Deed of Variation”</b>   | means the third deed of variation to the Original Section 106 Agreement entered into by the Council (1), Clapham Park Homes Limited (2), Metropolitan Housing Trust (3) and TfL (4) pursuant to the Acts dated 19 February 2014;  |
| <b>“Second Review Date”</b>                 | means the date of the Second Affordable Housing Review;   |
| <b>“Second Surplus”</b>                     | <p>means the amount ‘H’ calculated as follows:</p> $H = (I + C + Y) - ((K + D + W) + (M + F + Z)) - A$ <p>where:</p> <p>I is actual Project Income in respect of the First Calculation Period and the Second Calculation Period</p> <p>C is Initial Project Income</p> <p>Y is Projected Project Income as at the Second Review Date</p> <p>K is actual Project Costs in respect of the First Calculation Period and the Second Calculation Period</p> <p>D is Initial Project Costs</p> <p>W is Projected Project Costs as at the Second Review Date</p> <p>M is Profit for the First Calculation Period and Second Calculation Period</p> <p>F is Initial Profit</p> <p>Z is Projected Profit</p> |

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|   | <p>A is any First Surplus where there is a First Affordable Housing Review required to be carried out pursuant to paragraph 1 of this Schedule</p> <p>provided that if H is a negative number the Second Surplus will be deemed to be zero;</p>  |
| <b>“Section 1”</b>                      | that part of the Application Site forming part of the Original Phase 1 as shown on the areas coloured green on Plan 10;  |
| <b>“Section 1 Highway”</b>              | means those highways forming part of Section 1, as shown shaded in green and orange on Plan 14;  |
| <b>“Section 2”</b>                      | that part of the Application Site previously forming part of the Original Phases 2-4 as shown on the areas edged blue on Plan 4A and now forming the Section 2 Phases as shown on the areas coloured green on Plan 11;   |
| <b>“Section 2 Phases”</b>               | means Phase 1, Phase 2, Phase 3 and Phase 4 ,or two or more of them together, or all of them;  |
| <b>“Section 38 Agreement”</b>           | an agreement between the Owner and the relevant highway authority made pursuant to Section 38 of the Highways Act 1980 on such terms as the highway authority shall reasonably require;  |
| <b>“Sell”</b>                           | <p>means:-</p> <p>(a) the exchange of contracts in respect of the first transfer of a freehold or grant of a commonhold or long (125 (one hundred and twenty five) years plus) leasehold interest at market value in a Market Housing Unit ready for Occupation or</p> <p>(b) completion of any such contract where the relevant Market Housing Unit was not ready for Occupation at the time the contract was exchanged</p> <p>the term <b>“Sold”</b> and <b>“Sale”</b> shall be construed accordingly;</p>                   |
| <b>“Service Charges”</b>                | means the charges for building management and maintenance and estate management and maintenance;   |
| <b>“Shared Equity Unit”</b>             | a New Dwelling the subject of a voluntary offer made by an eligible leaseholder of an existing property in the Development whereby the applicant and the eligible leaseholder jointly own a New Dwelling until such time as the eligible leaseholder decides to sell the property. At such time, the applicant recovers its share of the equity, the eligible leaseholder recovers his share in the New Dwelling and the New Dwelling becomes a market housing unit and thereafter will be construed as a Market Housing Unit; |
| <b>“Shared Ownership New Dwellings”</b> | the New Dwellings identified as Shared Ownership New Dwellings in the Affordable Housing Details approved pursuant to (Paragraph 1, Part 1 of Schedule 3) and to be granted on Shared Ownership Terms and which do not include Shared Equity Units;  |

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| <b>“Shared Ownership Terms”</b> | means Shared Ownership New Dwellings that comply with the affordability criteria published annually by the Mayor in the Annual Monitoring Report or any successor public authority to reflect changes in the income/house prices ratios, and which aim to ensure that they provide for households with a range of incomes below the upper limit of the affordability criteria for intermediate ownership products by providing a mix of unit sizes (measured by number of bedrooms) PROVIDED THAT in default of such figures being so published on an annual basis such sums may be amended from time to time by agreement between the Council and the RPSH having regard to changes in income/house–price ratios relating to the Council’s area and which are managed in accordance with the financial guidelines of the GLA’s Homes for Londoners Website; |
| <b>“Sites”</b>                  | means together Site A, Site B01, Site C01, Site C02, Site C03, Site C04, Site C05, Site C06, Site C07, Site C08, Site D Site E and Site F and reference to “Individual Site” is to any one of them individually;   |
| <b>“Site A”</b>                 | means the area shown edged blue and labelled “A01” on Plan 4A;   |
| <b>“Site A Public Realm”</b>    | means the open space area to be provided within Site A as shown for identification purposes only as labelled “Site A Open Space” and edged with a dashed yellow line on Plan 3 and which will include the area of public open space within the centre of Site A;   |
| <b>“Site B01”</b>               | means the area shown edged blue and labelled “B01” on Plan 4A being the 97 residential units located to the east of Clarence Crescent, at the site of the existing temporary Maytree Nursery and 140-154 Clarence Crescent;  |
| <b>“Site C01”</b>               | means the area shown edged blue and labelled “C01” on Plan 4A being the 423 residential units located to the east of Clarence Avenue and to the north of Poynders Road (A205), within 8 separate cores;  |
| <b>“Site C02”</b>               | means the area shown edged blue and labelled “C02” on Plan 4A being the 323 residential units located to the east of Clarence Avenue and Site C01 and to the north of Poynders Road (A205), within 6 separate cores;   |
| <b>“Site C03”</b>               | means the area shown edged blue and labelled “C03” on Plan 4A being the 285 residential units located to the east of Clarence Avenue, Site C01 and C02; and to the north of Poynders Road (A205), within 5 separate cores;   |
| <b>“Site C04”</b>               | means the area shown edged blue and labelled “C04” on Plan 4A being the 196 residential units within 3 separate cores; Community Resource Centre and office space; located to the west of King’s Avenue and to the north of Poynders Road (A205);  |
| <b>“Site C05”</b>               | means the area shown edged blue and labelled “C05” on Plan 4A being the 95 residential units located to the south of Site C03 and  |



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|  | Poynders Road; north of Atkins Road; and west of the gyratory, within two separate blocks;  |
| <b>“Site C06”</b>                          | means the area shown edged blue and labelled “C06” on Plan 4A being the 107 residential units located to the west of King’s Avenue; south-west of the Crescent; and north-east of the Central Park, within a single block;  |
| <b>“Site C07”</b>                          | means the area shown edged blue and labelled “C07” on Plan 4A being the 288 residential units located to the west of King’s Avenue, within four separate blocks, with five commercial units at ground floor level within Block A and Block B; and the Retirement Living Accommodation within Block A and Block B; |
| <b>“Site C08”</b>                          | means the area shown edged blue and labelled “C08” on Plan 4A being the 49 residential units located to the west of King’s Avenue and east of the Crescent, within a single block, with two commercial units provided at ground floor level;  |
| <b>“Site D”</b>                            | means the area shown edged blue and labelled “D01” on Plan 4A being the 50 residential units located to the east of King’s Avenue and south of Tilson Gardens, within three separate blocks, with two retail units provided at ground floor level in Block A;   |
| <b>“Site E”</b>                            | means the area shown edged blue and labelled “E01-E03” being the 372 residential units to the south of Atkins Road and east of New Park Road, comprising Block E01, Block E02 and Block E03;  |
| <b>“Site F”</b>                            | means the area shown edged blue and labelled “F01-F04” on Plan 4A;  |
| <b>“Site M5”</b>                           | means part of the Education Site located on the land known as New Park Road (formerly Aspinall House), New Park Road, London SW2 4EU as shown edged red on Plan 13;   |
| <b>“Social Rented Housing”</b>             | means rented housing owned and managed by a RPSH and let at Target Rents;   |
| <b>“Special Needs Dwellings”</b>           | dwelling forming part of the Development that are at least capable of providing housing with support for those who are unable to live independently in their own homes;   |
| <b>“Staircasing”</b>                       | means 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 <b>“Staircased”</b> shall be construed accordingly;   |
| <b>“Stock Transfer Agreement” or “STA”</b> | means the stock transfer agreement entered into by the Council and Clapham Park Homes Limited dated 27 June 2006 as varied by the deed of variation dated 29 January 2016 as varied amended or supplemented;  |

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| <b>“Stock Transfer Date”</b>                                     | 27 June 2006;   |
| <b>“Stretcher Railings”</b>                                      | means the railings which were originally used as stretchers for injured personnel in World War II which are located within the south-eastern part of the Application Site within the proposed location of Site E;   |
| <b>“Stretcher Railings Maintenance Works”</b>                    | means the maintenance and refurbishment of the Stretcher Railings comprising the following:<br>(a) pressure clean the Stretcher Railings, removing loose foreign matter;<br>(b) treat, fill and repair any signs of defect and corrosion, ensuring the appearance and structural integrity of the Stretcher Railings are maintained; and<br>(c) apply paint (suitable for material) with an undercoat plus two coats of finishing colour; |
| <b>“Target Number”</b>   | means in relation to a type of Employment Opportunity the number thereof that is agreed in the Employment and Skills Plans;   |
| <b>“Target Rents”</b>  | means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;  |
| <b>“Temporary Community Resource Centre”</b>                     | the temporary community resource centre and as granted under the Temporary Community Resource Centre Planning Permission as labelled “Temporary CRC” and shown edged with a dashed blue line on Plan 3;   |
| <b>“Temporary Community Resource Centre Planning Permission”</b> | means the planning permission (ref. 17/02358/FUL) granted on 22 <sup>nd</sup> August 2017 for the development of the Temporary Community Resource Centre for use for a period of five years;  |
| <b>“the Temporary Movement Routes Works”</b>                     | means the works to lay out, construct and practically complete the temporary base course on the Movement Routes (excluding the E/W Route and the N/S Route);  |
| <b>“Tenancy Strategy”</b>  | means the Lambeth Tenancy Strategy 2013 or any document that may replace it;  |
| <b>“TfL”</b>   | means Transport for London and any successor body;  |
| <b>“TfL Highway Works”</b>                                       | means the following works to be carried out pursuant to the TfL Section 38 and 278 Agreement:<br>(a) bus standing at Atkins Road/King’s Avenue gyratory including the provision of the Bus Interchange and Interim Bus Interchange;   |

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|   | <p>(b) a new pedestrian and cycle crossing across the A205;</p> <p>(c) a new controlled diagonal crossing at the junction of the A205/Clarence Avenue;</p> <p>(d) new access points onto the A205; and</p> <p>(e) other highway improvements or works which are considered reasonably necessary by TfL following the carrying out of the Micro-Simulation Modelling Study and agreed with the Owner;</p> |
| <b>“TfL Section 38 and 278 Agreement”</b> | means an agreement entered into under sections 38 and 278 of the 1980 Act for the detailed design (for approval by TfL) of the TfL Highway Works, the carrying out of the TfL Highway Works and the dedication of any land by the Owner as public highway required by TfL to give effect to the TfL Highway Works;   |
| <b>“Third Education Payment”</b>          | £661,184.21 (six hundred and sixty one thousand one hundred and eight four pounds and twenty one pence);   |
| <b>“Tierney Gardens”</b>                  | improvements to the green space to the south of Streatham Place and east of New Park Road as shown edged with a dashed purple line and labelled “Tierney Gardens” on Plan 3 to include new seating and timber play equipment;  |
| <b>“Travel Plan”</b>                      | a travel plan conforming to the requirements of Part 6 of Schedule 8 and prepared having regard to TfL’s Travel Planning Guidance, November 2013;  |
| <b>“Travel Plan Monitoring Fee”</b>       | means the sum of £12,800 (twelve thousand eight hundred pounds) to be applied by the Council towards the implementation of the Travel Plan;  |
| <b>“Travel Survey”</b>                    | means the survey or surveys to be procured and obtained by the Owner in accordance with paragraph 1.2 of Part 6 (Travel Plan) of Schedule 8 (Transport);   |
| <b>“TRICS Database”</b>                   | means the database operated by the TRICS Consortium and Transport for London;  |
| <b>“Users”</b>                            | means residents of the Estate and members of the public who visit or use the Temporary Community Resource Centre and/or the Permanent Community Resource Centre;   |
| <b>“Western Woodland Play Area”</b>       | the area located within and to the west of the Central Park, set within mature trees and containing climbing, balancing and communal swing features that use both timber play equipment and natural logs as shown for indicative purposes labelled “Woodland Play” and shaded pink on Plan 3;  |
| <b>“Working Day”</b>                      | means any Monday to Friday (other than bank or public holidays) and the term, “Working Days” shall be construed accordingly;   |

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| <b>“Young People Careers Inspiration Activities”</b> | means work with schools, colleges and other training providers to deliver careers inspiration for young people aged 11 to 19 years including but not limited to careers talks, mentoring, job preparation activity, curriculum support and work-based learning. |
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**2. CONSTRUCTION OF THIS DEED**

- 2.1. Any covenant by the Owner or the Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.2. Any references to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.3. Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed Save That where the same is expressed to be in the Council’s discretion this Clause 2.3 and Clause 12 (Resolution of Disputes) shall not apply and the matter in question shall be in the Council’s absolute discretion.
- 2.4. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.5. Subject to paragraph 2.6 below, where reference is made to a Clause, Part, Plan, Paragraph, Recital, Schedule or Appendix such reference (unless the context requires otherwise) is a reference to a clause, part, plan, paragraph, recital, schedule or appendix of or to (or in the case of Plan attached to) this Deed.
- 2.6. Where reference is made to a specific Clause, Part, Plan, Paragraph, Recital or Schedule of the Original Section 106 Agreement (as amended) such reference (unless the context requires otherwise) shall be deemed to be a reference to a clause, part, plan, paragraph, recital or schedule of the Original Section 106 Agreement (as amended) immediately prior to it being revoked, discharged and/or amended pursuant to clause 4 below.
- 2.7. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 2.8. Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 2.9. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.10. Any obligation herein to construct, complete or undertake any building or engineering operations or Implement any element of the Development however expressed shall be deemed to mean construct, complete, undertake or Implement the same to the reasonable satisfaction

of the Head of Development Management and any statement of such satisfaction shall not be unreasonably withheld or delayed and any reference to constructing or undertaking any building or engineering operation shall unless the context otherwise requires be deemed to include completing the same as aforesaid.

- 2.11. Where the Owner is under a duty hereunder to transfer any freehold or leasehold interest in any part of the Application Site to the Council or is under an obligation not to do any particular thing unless or until such a transfer has been made the Owner shall do all things necessary or convenient to perfect registration of such transfer at the Land Registry.

### **3. PLANNING OBLIGATIONS**

- 3.1. This Deed is made pursuant to the Acts (although in relation to Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act) and the Planning Obligations are entered into with the intent that, subject to paragraph 8 of Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing) and clauses 3.2, 3.3, 3.4, 3.5 and clause 21 they shall be enforceable by the Council not only against the Owner but also against their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Sites (or any part or parts thereof) as if that person had also been an originating covenanting party in respect of the Planning Obligations which relate to the interest or estate for the time being held by that person.
- 3.2. No person shall be liable for any breach of any of the Planning Obligations or other provision of this Deed relating to any part of the Sites which occur after it shall have parted with its interest in relation to that part of the Sites (or after it shall have parted with its entire interest in the Sites) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.3. Subject to and without prejudice to paragraph 8 of Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing) any chargee or mortgagee from time to time of the whole or any part of the Sites shall not be liable for the breach of any Planning Obligations or other provisions of this Deed unless and until the chargee or mortgagee from time to time takes possession of the Application Site (in whole or in part) in which case it too will be bound by the obligations as if it were a person deriving title from the Owner until such time as the chargee or mortgagee from time to time disposes of its interest in the Sites.
- 3.4. This Deed shall not bind any statutory undertaker or any other person who acquires any part of the Sites or interest therein for the purpose of supplies of electricity, gas, water, drainage, telecommunications, waste services or public transport services.
- 3.5. This Deed shall not bind the owners, occupiers or mortgagees of individual dwellings.

### **4. ENTRY INTO FORCE AND TRANSITIONAL PROVISIONS**

- 4.1. This Deed shall come into effect upon delivery hereof.
- 4.2. Subject to Clause 4.3 below all rights, covenants, restrictions and obligations under the Original Section 106 Agreement (as amended, varied and supplemented) are from the Implementation Date hereby revoked and shall be of no further effect.
- 4.3. Notwithstanding clause 4.2 above any right, covenant, restriction or obligation that relates to

Section 1 and is listed in Schedule 12 (Covenants, restrictions or obligations relating to Section 1 that are not revoked or discharged) shall not be treated as having been revoked and shall continue to have full effect unless and until discharged in accordance with the provisions of the Original Section 106 Agreement (as amended).

4.4. For the avoidance of doubt any reference under clause 4.3 to covenants, restrictions or obligations relating to Section 1:

4.4.1. Excludes any covenants, restrictions or obligations upon the discharge of, or compliance with, which the Implementation of Phase 2 of the Original Section 106 Agreement (as amended) is conditional;

4.4.2. Notwithstanding anything in clause 4.4.1 above, includes any covenants, restrictions or obligations which have been triggered and/or delivered in full or in part during Section 1 prior to the Implementation Date.

4.5. Further for the avoidance of doubt the covenants, restrictions or obligations relating to Section 2 shall continue to have full effect in the event the Owner further develops the Sites in accordance with the First Outline Planning Permission and/or the Second Outline Planning Permission.

## **5. NO ENCUMBRANCE**

The Owner HEREBY COVENANTS with the Council that it will not enter into any covenant or agreement relating to any part of the Sites whose effect would be to preclude the carrying out of the Planning Obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this Clause will not prevent any disposal or dealing by the grant of lease or otherwise with the Owner's interest in any part of the Sites or the Owner entering into any deed of variation to this Deed or a replacement deed with the Council.

## **6. GENERAL PROVISIONS**

6.1. IT IS HEREBY AGREED AND DECLARED that:

6.1.1. the covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975; and

6.1.2. nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by it of its statutory functions and the rights, powers, duties and obligations of the Council under private or public statutes, bye-laws, orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.

## **7. COVENANTS BY THE OWNER**

7.1. The Owner hereby agrees with the Council to observe and perform its covenants and obligations set out in Schedule 3 (Housing), Schedule 4 (Skills, Training and Employment), Schedule 5 (Community Facilities), Schedule 6 (Public Realm and Open Space), Schedule 9 (Public Art and Culture), Schedule 10 (Environmental Sustainability Infrastructure and Building Practice), Schedule 11 (Monitoring Fee), Part 1 and Part 4 of Schedule 7 (Highway Improvements and Traffic Management) and Parts 2, 4, 5 and 6 of Schedule 8 (Transport) of this Deed.

7.2. The Owner hereby agrees with the Council and TfL to observe and perform its covenants and

undertakings and planning obligations contained in Parts 2 and 3 of Schedule 7 (Highway Improvements and Traffic Management) of this Deed and Parts 1 and 3 of Schedule 8 (Transport) of this Deed which are given to the Council and TfL as applicable as Planning Obligations for the purposes of the Acts.

- 7.3. The Council hereby agrees with the Owner and TfL to observe and perform its covenants and obligations set out in Parts 1 and 3 of Schedule 8 of this Deed.
- 7.4. The Council hereby agrees with the Owner to observe and perform its covenants and obligations set out in Schedule 3 (Housing), Schedule 4 (Skills, Training and Employment), Schedule 5 (Community Facilities), Schedule 6 (Public Realm an Open Space) and Part 4 of Schedule 7 (Highway Improvements and Traffic Management) of this Deed.
- 7.5. TfL hereby agrees with the Council and Owner to observe and perform its covenants and obligations set out in Part 1 of Schedule 8 of this Deed.
- 7.6. The Council will on written request from the Owner and on payment of its reasonable costs and expenses certify whether or not an obligation under this Deed has been satisfied.
- 7.7. The Owner shall at nil cost produce copies of the certificates issued by the Council pursuant to Clause 7.6 above on request to any intending purchaser of part of the Sites.
- 7.8. Nothing in this Deed shall be construed as granting permission to the Owner or his agents or servants from time to time to carry out works on a highway for which the Council is the highway authority.

## **8. NO WAIVER**

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

## **9. INTEREST**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Owner shall pay on demand to the Council interest thereon at the interest rate of 3% (three per centum) per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

## **10. SEVERABILITY**

Each Clause, sub-Clause, Schedule or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, sub-Clause, Schedule, Appendix or Paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such Clause, sub-Clause, Schedule, Appendix or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause, sub-Clause, Schedule, Appendix or Paragraph be valid shall apply without prejudice to any other Clause, sub-Clause, Schedule,

Appendix or Paragraph contained herein.

## **11. VERIFICATION AND ENFORCEMENT**

- 11.1. The Owner shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Sites at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 11.2. Without prejudice to the terms of any other provision herein the Owner will pay the reasonable and proper legal and surveyor's fees and disbursements properly incurred by the Council for the purpose of or incidental to the successful enforcement of any right or power of the Council or of any obligation of the Owner arising hereunder PROVIDED THAT the Council shall have notified the Owner in writing of any alleged defaults under this Deed and given the Owner a reasonable period to rectify any alleged default.
- 11.3. Without prejudice to any other right, remedy or power herein contained or otherwise available to the Council if there is a breach of a requirement in a Planning Obligation herein to carry out any operations in, on, under or over the Sites the Council may:-
  - 11.3.1. enter the Sites and carry out the operations; and
  - 11.3.2. recover from the Owner any expenses reasonably incurred by the Council in doing so as a debt due and owing.
- 11.4. Before the Council exercises its powers under Clause 11.3 hereof it shall give not less than 21 days' notice of its intention to do so to the Owner.
- 11.5. Subject to payment of the Council's reasonable expenses, from time to time the Owner may request the Council to confirm receipt of payments made under this Deed and compliance with its obligations and the Council shall respond within five (5) Working Days of such request to confirm receipt of payments or compliance with obligations.

## **12. RESOLUTION OF DISPUTES**

- 12.1. In the event of any dispute between any of the Parties one party may invite the other party or parties to resolve the dispute by mediation (including binding mediation) in such manner as the those parties may agree.
- 12.2. In the event of a dispute between any of the Parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) such Parties agree that the matter in dispute will on the application of either of them be referred to a Surveyor acting as an expert (hereinafter referred to as the "Expert") who:
  - 12.2.1. for planning matters shall be a member of the Planning Division of the RICS) with not less than ten (10) years recent experience in the field of town and country planning; and
  - 12.2.2. for valuation matters shall be a member of the Valuation Division of the RICS) with not less than ten (10) years recent experience in the field of the valuation of development land;

in each case whose identity will be agreed between the relevant Parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the Application of any party and it is further agreed that:





- 15.1.1. the Employment and Skills Contribution which is to be indexed in accordance with Schedule 4 (Skills, Training and Employment);
- 15.1.2. the Carbon Offset Contribution, the Carbon Offset Contribution Cap; and
- 15.1.3. the First Surplus (if any) and the Second Surplus (if any), both of which are only indexed in accordance with Paragraph 11 of Part 2 of Schedule 3 (Housing);

all sums of money payable to the Council referred to in this Deed and listed at clause 15.2 shall be adjusted by a percentage equivalent to the percentage increase in the BCIS All in Tender Price Index over the relevant period calculated from the date hereof (or such other date as specified in this Deed) until payment of the same the amount of such increase to be calculated as follows:

$\frac{A \times B}{C}$

C

Where

A = the relevant payment specified in this Deed

B = the index value of the BCIS All in Tender Price Index figure most recently published prior to the date the relevant payment is paid

C = the index value of the BCIS All in Tender Price Index figure most recently published prior to the date of this Deed

For the avoidance of doubt, in case of any decrease in the BCIS All in Tender Price Index the change in the BCIS All in Tender Price Index shall be deemed to be nil.

15.2. For the avoidance of doubt, the following sums of money will be subject to indexation in accordance with this clause 15:

- 15.2.1. Bus Services Contribution;
- 15.2.2. Bus Infrastructure Contribution;
- 15.2.3. CPZ Contribution;
- 15.2.4. Cycle Infrastructure Contribution;
- 15.2.5. Travel Plan Monitoring Fee;
- 15.2.6. ES Compliance Payment;
- 15.2.7. Monitoring Fee; and
- 15.2.8. any contributions relating to the provision of Public Art.

## **16. OWNER'S ACTIONS ON EXCHANGE**

The Owner will on request and in any event prior to completion of this Deed pay the Council's reasonable legal and other professional costs incurred in the negotiation and preparation of this Deed.

**17. DEED GOVERNED BY ENGLISH LAW**

This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

**18. THIRD PARTIES**

Without prejudice to the definitions of "the Council", "the Owner", "Mortgagees" given in Clause 1 hereof it is not intended that this Deed should give rights hereunder to a third party or shall otherwise be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

**19. MORTGAGEE**

19.1. The Mortgagee has a registered charge over parts of the Sites registered under the following title numbers on the corresponding dates:

19.1.1. TGL277393 – 27 JUNE 2006

19.1.2. TGL276794– 27 JUNE 2006

19.1.3. TGL276795 – 27 JUNE 2006

19.1.4. TGL276791 – 27 JUNE 2006

19.2. Without prejudice to clause 3.3 the Mortgagee hereby consents to the Owner entering into the obligations on the part of the Owner herein contained and agrees that their interests in the Sites shall be bound by such obligations Provided that nothing herein shall impose any liability on the Mortgagee nor shall the terms of this Deed restrict or prevent the Mortgagee (should the Mortgagee have an absolute discretion choose to do so) from exercising any power of sale or other power vested in the Mortgagee pursuant to any security granted to the Mortgagee either to:

19.2.1. sell or otherwise deal with the Sites subject to the obligations created by this Deed; and/or

19.2.2. procure the performance by a party (other than the Owner) of the obligations imposed on the Owner hereunder.

**20. MONITORING**

20.1. To enable the Council to monitor accurately compliance with the obligations in this Deed the Owner shall send the following written details to the Council every three months from the Implementation of each Phase so that the first figures will fall due on the first day of the calendar month following the expiry of three complete calendar months from Implementation of the first Phase to be Implemented and subsequent figures will be due every three months thereafter on the first day of the appropriate month:

20.1.1. the total number of New Dwellings, Affordable Housing Units and Market Housing Units broken down by Habitable Rooms, Special Needs Dwellings on the Sites and in each Phase (and in each block) whose construction has Commenced and as a separate figure the number that have been Commenced during the preceding two calendar months; and

- 20.1.2. the total number of New Dwellings, Affordable Housing Units and Market Housing Units broken down by Habitable Rooms, Special Needs Dwellings on the Sites and in each Phase (and in each block) whose construction has been completed and as a separate figure the number that have been completed during the preceding two calendar months; and
- 20.1.3. the total number of New Dwellings, Affordable Housing Units and Market Housing Units broken down by Habitable Rooms, Special Needs Dwellings on the Sites and in each Phase (and in each block) that are Occupied and as a separate figure the number that have been Occupied during the preceding two calendar months.

**21. PROVISION FOR INDIVIDUAL PURCHASERS, TENANTS AND OCCUPIERS**

21.1. The provisions of this Deed shall:-

- 21.1.1. cease to apply to any completed Affordable Housing Units and any Additional Affordable Housing disposed of pursuant to a right to buy or acquire under the provisions of the Housing Act 1996 or the Housing Act 1985 (or any other form of right to buy or right to acquire (whether contractual or statutory or voluntary) promoted by the Homes and Communities Agency or any other body replacing this and/or the GLA) or where the tenant purchases such dwelling pursuant to a Voluntary Grant Scheme under Section 21 of the Housing Act 1996 including any Act re-enacting or modifying any such provisions or where a person acquires an interest in any Affordable Housing Units and any Additional Affordable Housing under a right arising from any voluntary scheme entered into by the RPSH under Section 64 of the Housing and Planning Act 2016 or otherwise;
  - 21.1.2. cease to apply to any Affordable Housing Unit or Additional Affordable Housing in respect of which a shared ownership lease has been granted and where the RPSH or their successor in title shall have disposed of 100% of the equity under the terms of such lease shall not bind a shared ownership leaseholder who is disposing on the open market in accordance with its rights and obligations under that lease nor bind the mortgagee or charge or receiver of such leaseholder;
  - 21.1.3. not bind any leaseholder of any Shared Ownership New Dwellings and any Additional Affordable Housing nor any purchaser, tenant or occupier of completed Affordable Housing Units and Additional Affordable Housing nor any successor in title to such person;
  - 21.1.4. not bind any mortgagee of any such leaseholder or any purchaser, tenant or occupier referred to in clause 21.1(c) above nor any administrator, administrative receiver or any other person appointed under security documentation by such mortgagee or any person deriving title through such persons, but subject to in the case of any mortgagee in possession of the RPSH the requirements of paragraph 8 of Part 1 (Affordable Housing Delivery) of Schedule 3 (Housing) will apply.
- 21.2. Without prejudice to clause 21.1 any owners occupiers or leaseholders (and their respective chargees, mortgagees or receivers) of freehold and leasehold properties within the Application Site save for those properties whose title numbers are contained or referred to within Schedule 2 (The Sites) and those deriving title from any of them shall not at any time be bound by any obligations set out in this Deed.

## **22. SUBSEQUENT S 73 PERMISSIONS**

22.1. In the event that any new planning permission(s) (in connection with the Planning Permission) are granted by the Council pursuant to section 73 of the 1990 Act (as amended) and unless otherwise agreed between the Council and the Owner:

22.1.1. the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Sites granted pursuant to section 73 of the 1990 Act and the Application Site itself unless the Council considers otherwise the need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the 1990 Act; and

22.1.2. the definitions of Application, Development, First Outline Planning Permission, Planning Permission and Second Outline Planning Permission in this Deed shall be construed to include reference to any Application under section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s).

## **23. NOTIFICATIONS**

The Owner hereby covenants with the Council the following:

23.1. To notify the Council in advance and in writing of the steps or decision to be taken in respect of clause 23.2 hereof not later than six (6) weeks prior to:-

23.1.1. Implementation of the Planning Permission in respect of Section 2, or

23.1.2. the further development of the Original Phase 2-4 in line with either of the permissions referred to in clause 23.2.2 (a) or (b) hereof;

23.2. The Owner will decide and notify the Council in accordance with clause 23.1 hereof whether it will

23.2.1. Implement the Planning Permission; or

23.2.2. continue to further develop the Original Phase 2-4 (or any part of the Original Phases 2-4):

(a) in accordance with the First Outline Planning Permission; or

(b) in accordance with the Second Outline Planning Permission.

23.2.3. further to the notification pursuant to clause 23.1 above it will either:

(a) Implement the Planning Permission;

(b) further develop the Sites in accordance with the First Outline Planning Permission; or

(c) further develop the Sites in accordance with the Second Outline Planning Permission;

and for the avoidance of doubt it shall not be entitled to combine any of the above.

23.3. There shall be no Implementation of the Planning Permission unless and until the Owner has notified the Council pursuant to clause 23.1.1 above that it wishes to Implement the Planning

Permission, and once it has done so the Owner covenants not to further develop the Sites in accordance with the First Outline Planning Permission or the Second Outline Planning Permission.

23.4. To notify the Council at least ten (10) Working Days prior to the occurrence of the following dates of events:

- 23.4.1. Implementation and whether Implementation has occurred within 24 months of the date of the Planning Permission;
- 23.4.2. Commencement of the Development;
- 23.4.3. Implementation of each Phase;
- 23.4.4. Commencement of each Phase;
- 23.4.5. Commencement of Site C04;
- 23.4.6. Occupation of 50% of the Phase 1 Market Housing Units;
- 23.4.7. Occupation of 80% of the Phase 2 Market Housing Units within Site C01;
- 23.4.8. Occupation of 80% of the Phase 2 Market Housing Units within Site C02;
- 23.4.9. Occupation of 50% of the Phase 3 Market Housing Units;
- 23.4.10. Occupation of 75% of the Market Housing Units on Site F;
- 23.4.11. Occupation of 75% of the New Dwellings across the Development;
- 23.4.12. Occupation of 80% of the Phase 4 Market Housing Units within Site C07;
- 23.4.13. Occupation of 80% of the Phase 4 Market Housing Units within Site C04;
- 23.4.14. Occupation of 80% of the Phase 4 Market Housing Units within Site C05;
- 23.4.15. Occupation of 80% of the Phase 4 Market Housing Units within Site F; and
- 23.4.16. Occupation of 85% of the Market Housing Units in Phase 4.
- 23.4.17. Occupation of 75% of the New Dwellings in each Phase;
- 23.4.18. Occupation of 50% of the New Dwellings to be Occupied within Phase 1;
- 23.4.19. Occupation of 50% of the New Dwellings to be Occupied within Phase 2;
- 23.4.20. Occupation of 50% of the New Dwellings to be Occupied within Phase 4;
- 23.4.21. anticipated Practical Completion Date of each Movement Route and Movement Routes Access;
- 23.4.22. Anticipated Practical Completion Date;
- 23.4.23. anticipated Practical Completion Date of Phase 1;
- 23.4.24. anticipated Practical Completion Date of Phase 2;
- 23.4.25. anticipated issue of the Certificate of Practical Completion for each completed Building;

- 23.4.26. implementation of the Employment and Skills Plans;
  - 23.4.27. First Occupation of any part of the Employment Generating Areas which have not been Occupied by the due date of submission of each ESOP.
- 23.5. To notify the Council within ten (10) Working Days of the occurrence of the following dates or events:
- 23.5.1. First Occupation of any part of the Development;
  - 23.5.2. First Occupation of the New Dwellings within each Phase;
  - 23.5.3. First Occupation of any Market Housing Units;
  - 23.5.4. First Occupation of each Core;
  - 23.5.5. First Occupation of the Market Housing Units in Phase 3
  - 23.5.6. First Occupation of Site C03 within Phase 3;
  - 23.5.7. First Occupation of any New Dwellings to be Occupied within Site C05;
  - 23.5.8. First Occupation of any New Dwellings to be Occupied within Site E;
  - 23.5.9. Occupation of 50% of the New Dwellings to be Occupied within Phase 2;
  - 23.5.10. Occupation of 50% of the last Building to be Occupied within Phase 1;
  - 23.5.11. Occupation of 50% of the last Building to be Occupied within Phase 2;
  - 23.5.12. Occupation of 50% of the last Building to be Occupied within Phase 3;
  - 23.5.13. Occupation of 50% of the last Building to be Occupied within Phase 4;
  - 23.5.14. the date of completion of the sale of the last Market Housing Unit; and
  - 23.5.15. Occupation of any Market Housing Unit beyond the 87th New Dwelling to be Occupied within Site C04.

**24. COVENANTS BY THE COUNCIL AND TFL**

- 24.1 Notwithstanding any other provision contained herein the Council and TfL hereby covenant that they will not expend or apply any sums payable to each of them hereunder otherwise than upon the corresponding facilities and/or purposes specified in respect of such sums.

**SCHEDULE 1  
PLANNING PERMISSION**

Your Ref: MET Clapham Park  
Our Ref: 17/03733/FUL



**Metropolitan**  
c/o JLL  
Metropolitan  
30 Warwick Street  
London  
W1B 5NH

## **DRAFT DECISION NOTICE**

Dear Metropolitan,

### **TOWN AND COUNTRY PLANNING ACT 1990.**

### **PERMISSION FOR DEVELOPMENT**

The London Borough of Lambeth hereby permits under the above mentioned Acts and associated orders the development referred to in the schedule set out below **subject to any conditions imposed** therein and in accordance with the plans submitted, save in so far as may otherwise be required by the said conditions.

In accordance with the statutory provisions your attention is drawn to the statement of Applicant's Rights and General Information attached.

**Application Number:** 17/03733/FUL

**Date of Application:** 31.07.2017

**Date of Decision:**

**Proposed Development At:** Land At Clarence Avenue Poynders Road Atkins Road King's Avenue New Park Road And Streatham Place Including Clapham Park Estate Adjacent Land And Agnes Riley Gardens London

**For:** Full phased planning permission for the residential-led, mixed use regeneration of approximately 33 hectares of land comprising the demolition of buildings (864 residential units and 614 sq.m (GIA) of non-residential floorspace) and the construction of new buildings comprising 2,532 new residential units (Class C3); 2,537 sq.m (GIA) of non-residential floorspace providing retail floorspace (Class A1/A2/A3/A4), community facilities (Class D1/D2) including a new community resource centre, and office floorspace (Class B1); specified accesses and highway improvements (including new accesses on to the local road network and new estate roads), demolition of existing and provision of new bus driver facility; car and cycle parking; the provision of areas of public open space, play facilities, hard and soft landscaping and public realm works; and an energy centre and district heating.

**Lambeth Planning**  
PO Box 734  
Winchester

Telephone 020 7926 1180  
Facsimile 020 7926 1171  
[www.lambeth.gov.uk](http://www.lambeth.gov.uk)



DRAFT

## Approved Plans

Refer to Appendix 1.

## Conditions

### 1. Commencement date

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

Reason: To comply with the provisions of Section 91(1) (a) of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.)

### 2. Approved Plans

The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in this notice, other than where those details are altered pursuant to the requirements of the conditions of this planning permission.

Reason: For the avoidance of doubt and in the interests of proper planning.

### 3. Phasing

- a) Save where the Local Planning Authority has expressly agreed subject to Condition 3 (b) and further subject to compliance with Condition 4 hereof the Development shall be carried out in accordance with the programme and sequencing of the development set out within Appendices 3.2-3.4 of the Environmental Statement as follows:

- Phase 1 - Sites A and D
- Phase 2 – Site C01
- Phase 3 - Site B01
- Phase 4 - Site C02
- Phase 5 - Sites C03 and C06
- Phase 6 - Site C08
- Phase 7 - Sites C07 and C04
- Phase 8 - Sites C05 and E
- Phase 9 - Site F

and the landscaping within the Development shall be laid out and completed as indicated on the Landscaping Phasing Diagram (CP-PRP-ZZZZ-ZZ-DR-L-02105 Rev P2).

- b) The programme and the sequencing of the Development as set out in Condition 3 (a) above (**the “ES Phasing Plan”**) may subject to compliance with Condition 4 hereof be amended prior to commencement of any part of the Development, by way of submission of a Revised Phasing Plan to the Local Planning Authority for its prior written approval setting out the revised programme

and sequencing of the Development which shall include corresponding details in respect of the landscaping within the Development and the Development will thereafter be implemented not otherwise than in accordance with the Revised Phasing Plan as approved in writing by the Local Planning Authority.

- c) Prior to the commencement of each Phase, a plan showing the location of that Phase which must be prepared in accordance with ES Phasing Plan referred to in condition 3 (a) above or if submitted to and approved in writing by the Local Planning Authority the Revised Phasing Plan referred to in Condition 3 (b) above (**the “Approved Revised Phasing Plan”**) must be submitted to and approved in writing by the Local Planning Authority, which plan may be varied with the prior written approval of the Local Planning Authority.

Reason: To ensure an appropriate sequence to Development on site, to ensure a satisfactory appearance to the Development and a suitable environment for future occupiers, and to maintain the presence of a Local Centre within the estate (Lambeth Local Plan (2015) Policies D1, D3, ED10, S1 and EN1 and The Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended))

#### 4. Revisions to Phasing Programme

- a) No material departure shall be made from the ES Phasing Plan or the Approved Revised Phasing Plan without the written approval of the Local Planning Authority which shall be obtained prior to the commencement of any Phase and (without prejudice to the exercise of the Council's statutory discretion as a Local Planning Authority) no such approval shall be given unless it is demonstrated that any revision to the ES Phasing Plan and/or the Approved Revised Phasing Plan:
  - i. Is unlikely to give rise to any new or different significant environmental effects to the Development Site in comparison to those reported or highlighted in the Environment Statement dated [ ] and submitted as part of this planning application (unless and to the extent that such changes are validly approved by the Local Planning Authority after being assessed by a new or revised environmental statement or additional environmental information (as appropriate) and an appropriate EIA process); and
  - ii. will secure the comprehensive phased development of the Site in accordance with the general and site specific policies set out in Lambeth Local Plan (2015) Policies D1, D3, ED6, S1 and EN1).
- b) Any application approved pursuant to part (a) of this condition shall be accompanied by a written statement (together with other documents as necessary) which demonstrate that the Revised Phasing Plan or any alternative phasing programme is unlikely to give rise to any new or revised significant environmental effects in comparison to the Development as approved in this permission and assessed through the EIA process prior to the grant for this permission, provided that if the said written statement concludes that the Revised Phasing Plan or alternative phasing programme is likely to have such effects, then the application under this condition 4 part (a) shall be accompanied by an addendum to the Environmental Statement assessing those effects.

Reason: To ensure an appropriate sequence to development on site, to ensure a satisfactory appearance to the development and a suitable environment for future occupiers, and to maintain the presence of a Local Centre within the estate (Lambeth Local Plan (2015) Policies D1, D3, ED10, S1 and EN1 and The Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended))

## 5. Reprovision of retail floorspace

The southern section of Site C01 of the development hereby permitted, including demolition of Poynders Parade, shall not be commenced prior to the occupation of Site D.

Reason: To maintain the presence of a Local Centre within the estate (Lambeth Local Plan (2015) Policy ED10)

## 6. Flexibility of uses

Notwithstanding the flexibility as specified in the description of development and the requirements of any further conditions listed in this decision notice, flexibility shall only be permitted as follows in relation to individual non-residential units, unless otherwise specified within this decision notice:

- Site C07 - the 5 ground floor units labelled as 'commercial' shall be allowed flexibility between A1/A2/A3/B1/D1/D2 uses only;
- Site C08 - the 2 ground floor units labelled as 'commercial' shall be allowed flexibility between A1/A2/A3/A4/B1/D1/D2 uses only;
- Site D - the 2 ground floor units labelled as 'retail' shall be allowed flexibility between A1/A2/A3/A4 uses only' and
- Site C04 - the 'Community Resource Centre' at ground floor level shall be permitted as Class D1 only.

Reason: To maintain an appropriate mix of retail uses within the Local Centre, to ensure the community premises is maintained and to ensure appropriate amenity impacts on surrounding residents (Lambeth Local Plan (2015) Policies ED10, S1 and Q2)

## 7. Class A1 floorspace

Of the 7 'commercial' units within Sites C07 and C08 and the 2 'retail' units within site D, at least 4 units or 389 sq.m of retail floorspace, whichever is greater, shall be within retail (A1) use at any one time. The same units will be required to comply with any relevant future policy forming part of the Local Plan which supersedes the relevant policy in this instance.

Reason: To maintain an appropriate proportion of retail (A1) units to ensure the vitality, viability and function of the Local Centre (Lambeth Local Plan (2015) Policy ED10)

## 8. Class A2 floorspace

Of the 7 'commercial' units within Sites C07 and C08 and the 2 'retail' units within site D, no more than 1 unit or 146 sq.m of retail floorspace, whichever is greater, shall be within A2 use at any one time. The same units will be required to comply with any relevant future policy forming part of the Local Plan which supersedes the relevant policy in this instance.

Reason: To maintain an appropriate proportion of A2 units to prevent an over-concentration of such uses in the centre and an increased perception or likelihood of reduced vitality and commercial viability in the area (Lambeth Local Plan (2015) Policy ED10)

#### 9. Removal of PD rights (non-residential)

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that order with or without modification) no enlargement, improvement, alteration, building, or enclosure permitted by Schedule 2, Part 3, Classes G, I, M, N, O and PA (or as varied) of the Order shall be carried out or erected..

Reason: To maintain the provision of the Local Centre (Lambeth Local Plan (2015) Policy ED10)

#### 10. Removal of PD rights (residential)

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that order with or without modification) no enlargement, improvement, alteration, building, or enclosure permitted by Schedule 2, Part 1, Classes A, B, C, D, E or F (or as varied) of the Order shall be carried out or erected.

Reason: To safeguard the visual amenities of the area and ensure that the external appearance of the buildings are satisfactory (policies Q2, Q7 and Q8 of the London Borough of Lambeth Local Plan (2015)).

#### 11. Construction Environmental Management Plan (CEMP)

The development hereby approved shall not commence (including demolition) until a Framework Construction and Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London (TfL)). Thereafter, development in each phase shall not commence until a CEMP relating to that phase has been submitted to and approved in writing by the Local Planning Authority. Each submission shall be referred to Members of the Planning Applications Committee, and where directed, presented to the Planning Application Committee for consideration. The CEMP shall include details of the following relevant measures:

- a) An introduction consisting of definitions and abbreviations and project description and location;
- b) A description of management responsibilities;
- c) A description of the construction programme which identifies activities likely to cause high levels of noise or dust;
- d) A named and responsive person for residents to contact;
- e) Detailed Site logistics arrangements, incorporating the use of a consolidation centre across the estate, taking into account any alternative plans should road closures occur (in order for impacts on traffic flows and resulting exhaust emissions to be assessed);
- f) Details regarding parking, deliveries, and storage;
- g) Details regarding dust and noise mitigation measures to be deployed including identification of sensitive receptors and ongoing monitoring;
- h) A suitably qualified person shall develop separate scheme of noise and vibration monitoring and management taking due account of all nearby effected sensitive receptors;
- i) Details of on-site waste management facilities, including details of the recycling of construction, excavation and demolition (CED) waste on-site, including how any further CED waste is minimised to ensure no CED waste is disposed of in landfill;
- j) Details demonstrating that as far as possible, no development including demolition will take place during the main bird nesting season, unless an ecologist confirms the absence of active nests prior to demolition;
- k) Details of the hours of works and other measures to mitigate the impact of construction on the

- amenity of the area and safety of the highway network; and
- l) Communication procedures with the LBL and local community giving full and timely notification of activities to residents and surrounding neighbours regarding key construction issues - e.g. newsletters, fliers etc

The construction shall thereafter be carried out in accordance with the details and measures approved in the CEMP for the related phase, unless the written consent of the Local Planning Authority is received for any variation.

Reason: Development must not commence before this condition has been discharged to avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity during the whole of the construction period; to ensure satisfactory impacts in respect of biodiversity; and to manage and mitigate the impact of the development on the air quality and dust emissions in the area and London as a whole, to avoid irreversible and unacceptable damage to the environment (London Plan policies 5.3 and 7.14, London Plan SPGs for Sustainable Design and Construction and Control of Dust and Emissions during Construction and Demolition; Policies EN1, T6 and Q2 of the Lambeth Local Plan 2015).

## 12. Air Quality and Dust Management and Air Quality Monitoring

- a) Each phase of the development hereby approved shall not commence (including demolition) until the submission and approval in writing by the Local Planning Authority of an Air Quality and Dust Management and Monitoring Plan (AQDMP) unless otherwise agreed in writing. The AQDMP for each phase shall include:
  - i. As a minimum, all mitigation measures listed within the submission, which are based on the best practices listed in the Control of Dust and Emissions during Construction and Demolition SPG 2014. The AQDMP shall have regard to the details set out within the CEMP;
  - ii. Details of the equipment to be used for automatic continuous PM10 monitoring and its exact positioning, as required at all locations representative of all sensitive receptor uses and construction traffic for the duration of the development, to include locations representative of every school identified as a sensitive receptor; and
  - iii. Details of procedures for informing schools of pollution spikes and health advice for staff and students.

No demolition or development shall commence until all necessary pre-commencement measures described in the AQDMP have been put in place and set out on site. The demolition and development shall thereafter be carried out and monitored in accordance with the details and measures approved in the AQDMP.

- b) Baseline air quality monitoring shall commence on a phased basis at least three months before the commencement of each demolition phase and construction phase monitoring shall continue throughout each construction phase, from the monitoring locations approved within part (a), with data to be made available for download by the local authority on request. An annual summary report of continuous monitoring data during that period should be provided to the council for the duration of the development.

Reason: To manage and mitigate the impact of the development on the air quality and dust emissions in the area and London as a whole, and to avoid irreversible and unacceptable damage to the environment (London Plan policies 5.3 and 7.14, and the London Plan SPGs for Sustainable Design and Construction and Control of Dust and Emissions during Construction and Demolition).

### 13. Construction Machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development (London Plan policy 7.14 and the Mayor's SPG: The Control of Dust and Emissions During Construction and Demolition)

### 14. Piling Method Statement

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

Reason: The proposed works will be in close proximity to underground water utility infrastructure, therefore this condition seeks to prevent any impacts on local underground water utility infrastructure and any adverse environmental impact upon the community (Lambeth Local Plan (2015) Policies EN5 and EN6)

### 15. Archaeology

No demolition shall take place within Site C05, Site E and Site F) until a written scheme of historic building investigation (WSI) has been submitted to and approved by the local planning authority in writing. For buildings that are included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

- a) The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.
- b) The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason: Heritage assets of archaeological interest may survive on the site. The Local Planning Authority wishes to secure the provision of appropriate archaeological investigation, including the publication of results, in accordance with Section 12 of the NPPF.

### 16. Surface water drainage

Prior to the commencement of development (excluding demolition) of each Phase hereby permitted, a detailed scheme for the provision of surface water drainage shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall:

- a) Provide a final surface water drainage design to scale showing all SuDS features, and demonstrating sufficient buffer distance between the below ground SuDS and the basement / foundations;
- b) Provide written confirmation from Thames Water that the site has an agreed point of discharge and discharge rate;
- c) Provide a time table for its implementation and,
- d) Provide a management and maintenance plan for the lifetime of the development.

All provisions for surface water drainage must be undertaken in accordance with the details hereby approved, unless the written consent of the Local Planning Authority is received for any variation.

Reason: To minimise the risk of flooding (Policy EN6 of the Lambeth Local Plan 2015).

#### 17. Ground contamination

- a) Prior to commencement of development (excluding demolition) of each Phase hereby permitted, the following components of a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved in writing by the Local Planning Authority:
  - i. A site investigation scheme, based on previous findings to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;
  - ii. The site investigation results and the detailed risk assessment resulting from i;
  - iii. An options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
  - iv. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in iii are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be implemented in accordance with the details and measures approved.

- b) Prior to occupation of any part of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.
- c) If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination will be dealt with.

Reason: Development must not commence before this condition is discharged to safeguard future users or occupiers of this site and the wider environment from irreversible risks associated with the contaminants which are present by ensuring that the contaminated land is properly treated and made safe before



development. Depending on the outcome of any ground investigation and subsequent risk assessment, it may be necessary for remediation to be carried out. If this is the case, it will be necessary to demonstrate that any work has been carried out effectively and the environmental risks have been satisfactorily managed (policies 5.21 of the London Plan (2015) and EN4 of the Lambeth Local Plan (2015)).

#### 18. Basement Method Statement and Flood Risk Assessment

No development shall take place in respect of the Phase relevant to Site E until a Basement Method Statement and Flood Risk Assessment have been submitted to and approved in writing by the Local Planning Authority. This statement must be written by a suitably qualified person and shall include details regarding:

- (a) Detailed site specific analysis of hydrological and geotechnical local ground conditions;
- (b) Analysis of how the excavation of the basement may impact on the water table and any ground water floor, and whether water perched is present;
- (c) Details of how flood risk, including risk from groundwater and surface water flooding has been addressed in the design, including details of any proposed mitigation measures;
- (d) Non-technical summary of measures proposed to mitigate any risks in relation to land instability; (e) Demonstration of how cumulative effects have been considered; and
- (e) A comprehensive non-technical summary document of the assessments provided and information submitted against (a) to (e) of this condition.

Reason: Development must not commence before this conditions is discharged to avoid hazard in relation to land instability and increased flood risk caused by the basement excavation (Paragraph 121 of the National Planning Policy Framework 2012 and Policy EN5 of the Lambeth Local Plan (2015)).

#### 19. Noise and vibration

Prior to the commencement of development (excluding demolition) of each Phase hereby permitted, a scheme of noise and vibration attenuation shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall achieve the habitable and commercial room standards as detailed in BS8233:2014 with no relaxation for exceptional circumstances and must include details of post construction validation. The approved noise and vibration attenuation measures shall thereafter be retained and maintained in working order for the duration of the use in accordance with the approved details.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of future occupiers (Policy S2 of Lambeth's Core Strategy).

#### 20. Residential noise standards - amenity space

Prior to the commencement of development (excluding demolition) of any Phase hereby permitted, scheme of measures to ensure that all residential units have access to amenity space within the development where noise levels do not exceed 55dB LAEQ(16 hour) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of post construction validation. Thereafter the development shall be carried out in accordance with the approved details and a separate validation report shall be submitted to and approved in writing by the Local Planning Authority 3 months

prior to occupation.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of future occupiers

(Lambeth Local Plan (2015) Policy Q2)

#### 21. Plant layout / details

Prior to occupation of any Phase of the development hereby approved, full details (including elevational drawings) of any internal and external plant equipment and trunking, including building services plant, ventilation and filtration equipment and commercial kitchen exhaust ducting / ventilation, shall be submitted to and approved in writing by the Local Planning Authority. All flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be maintained in accordance with the manufacturer's instructions.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of future residential occupiers or of the area generally (Policy Q2 (Amenity) - Lambeth Local Plan 2015).

#### 22. Plant noise assessment

The operation of any building services plant shall not commence until an assessment of the acoustic impact arising from the operation of all internally and externally located plant has been submitted to and approved in writing by the local planning authority.

The assessment of the acoustic impact shall be undertaken in accordance with BS 4142: 2014 (or subsequent superseding equivalent) and current best practice, and shall include a scheme of attenuation measures to ensure the rating level of noise emitted from the proposed building services plant is 5 db less than background. The use hereby permitted, or the operation of any building services plant, shall not commence until a post-installation noise assessment has been carried out to confirm compliance with the noise criteria. The scheme shall be implemented in accordance with the approved details and attenuation measures, and they shall be permanently retained and maintained in working order for the duration of the use and their operation.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (policy Q2 of the London Borough of Lambeth Local Plan (2015)).

#### 23. Fume extraction/filtration maintenance details

Prior to occupation of any Phase of the development hereby approved, details of an ongoing maintenance plan for the fume extraction and filtration equipment have been submitted to and approved in writing by the local planning authority. The approved fume extraction and filtration equipment shall thereafter be retained and maintained in working order for the duration of the use in accordance with the approved details.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (Policy Q2 of the London Borough of Lambeth Local Plan (2015)).

#### 24. Opening hours

Prior to occupation of any non-residential uses within the development hereby approved, the hours of opening of the non-residential uses shall be submitted to and approved in writing by the local planning authority in advance of the commencement of use of the relevant units. Thereafter the 'A, B and D Class' Uses shall not operate other than within the opening and closing hours agreed.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (policy Q2 of the London Borough of Lambeth Local Plan (2015)).

#### 25. Noise Control - Moderate risk non-A4 uses

Prior to occupation of any non-residential use other than Class A4 within the development hereby permitted, a scheme of noise control shall be submitted to and approved in writing by the local planning authority. The scheme shall be written by a suitably qualified person and shall specify but not be limited to;

- a) the noise level at which amplified music will be played;
- b) the frequency with which live music shall be played;
- c) the control measures that will be used; and
- d) a complaint recording and management plan.

The scheme shall not rely on BS4142 as the metric for compliance and must take due account of the bass frequency characteristics and the likely resulting noise levels within adjoining or close by residential properties. The approved plan shall thereafter be maintained and adhered to for the duration of the use.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (policy Q2 of the London Borough of Lambeth Local Plan (2015)).

#### 26. Noise Control - High Risk A4 Uses

- a. Prior to commencement of construction of any unit which may be used for A4 use in the development hereby permitted, namely those units at ground floor level within Site C08 and Site D, a scheme of noise assessment and scheme of mitigation for the area to be developed must be undertaken as follows and shall be submitted to and approved in writing by the Local Planning Authority. A suitably qualified independent person must undertake all work. The scheme shall ensure that operational noise levels from the commercial use do not exceed NR25 within potentially adversely affected residential or other noise sensitive locations during typical activities. These activities are considered to include the holding functions and the playing of amplified music within the development. The scheme must include details of stages of validation during the construction phase and a post construction scheme of validation and measurement to demonstrate substantive compliance. Details of the post construction validation shall be submitted to and approved in writing by the Local Planning Authority.
- b. Prior to commencement of the A4 use hereby permitted a suitably qualified person shall be appointed to design and install a multi speaker array with built in noise limiting device setup in accordance with the recommendations of the scheme of mitigation and validation detailed in part (a) above. The proposed scheme must be submitted to and approved in writing by the LPA and the use hereby permitted shall not commence until the approved details are fully implemented. The use hereby permitted shall thereafter be operated in accordance with the approved details.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (policy Q2 of the London

Borough of Lambeth Local Plan (2015)).

#### 27. Extract ventilation details for A3/A4 uses

Prior to the commencement (excluding demolition) of development relating to any A3/A4 uses, details relating to extract ventilation shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, any A3/A4 uses must be operated in accordance with the details agreed. The details must demonstrate:

- a) That all extract ventilation from food premises, must be channelled to a duct running the full height of the building and discharged above and well away from the highest window of that building, 1 metre above eaves and 1 metre away from the nearest openable window;
- b) Consideration and steps must be taken to prevent the migration of cooking smells through the fabric of the building to properties in separate occupancy; and
- c) All applicants and engineers should have regard for DEFRA guidance when putting forward any plans and also that due consideration is given to use class order of a premises and what that entails.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (policy Q2 of the London Borough of Lambeth Local Plan (2015)).

#### 28. Lighting

Notwithstanding the proposals hereby approved in the Clapham Park Lighting Plan dated July 2017, within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases, a scheme of design and validation must be submitted to and approved in writing by the Local Planning Authority. The scheme shall be in accordance with the Institute of Lighting Professional's Guidance notes for the reduction of obstructive light and shall meet the necessary requirements for best practice on providing "sufficient and appropriate lighting for pedestrian passage" as stated in section 2.1 the Clapham Park Lighting Plan. The scheme must be designed and installed by a suitably qualified person in accordance with the recommendations for environmental zone E3 in the ILP document

"Guidance Notes for the Reduction of Obtrusive Light GN01:2011. The scheme shall also have regard to impacts in terms of road safety, impacts on pedestrians and on residential uses.

Before commencement of operation of the approved lighting scheme the applicant shall appoint a suitably qualified member of the institute of lighting professionals (ILP) to validate that the lighting scheme as installed conforms to the recommendations for environmental zone E3 in the ILP document "Guidance Notes for the Reduction of Obtrusive Light GN01:2011".

Reason: To ensure minimal nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers and of the area generally; to ensure good design is being utilised effectively to ensure community safety; and to prevent detrimental impact on the current and/or future safety of the transport system (Policies Q2

(Amenity); Q3 (Community Safety) and T6 (assessing impacts of development on transport capacity and infrastructure) - Lambeth Local Plan 2015.)

#### 29. Wind - additional assessments

Prior to commencement (excluding demolition) of the relevant Phase (comprising one or more of blocks C01,

C02, C03, C04, C05, C07, E02 and E03) and prior to the discharge of condition 50 for the corresponding Phase in respect of soft and hard landscaping details, a detailed scheme of modelling and mitigation of the microclimate impacts of the development hereby permitted on ground level localised wind microclimate shall be submitted to and approved in writing by the local planning authority. The scheme of modelling and mitigation shall demonstrably address the uncertainties identified:

- in Table 2 of the Wind Addendum 02 report dated 12 February 2018; and
- in relation to first floor level 'podium' areas within Blocks C01, C02, C03, C04, C05, C07, E02 and E03;

and shall ensure that all external spaces achieve the relevant standards set out in the Lawson Comfort Criteria, allowing for cumulative development and including mitigation of any identified off-site impacts. The scheme of mitigation shall be implemented in accordance with the approved details and mitigation measures, and they shall be fully installed prior to occupation and permanently retained and maintained for the duration of the use and their operation.

Reason: To protect the amenities of future residential occupiers and the surrounding area (Policy Q2 of the Lambeth Local Plan (2015)).

### 30. Wind - any variations

Any variation to the layout or built form of the development shall be accompanied by a revised Wind Microclimate Assessment which details any additional identified adverse wind microclimate impacts. Any additional steps required to mitigate these impacts shall be detailed and implemented, as necessary. The revised assessment shall be submitted to and approved by the local planning authority and the details as approved shall thereafter be permanently retained.

Reason: To protect the amenities of future residential occupiers and the surrounding area (Policy Q2 of the Lambeth Local Plan (2015)).

### 31. BREEAM - community uses

- a) Within three months of work starting on site a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Fully Fitted Design Stage certificate and summary score sheet must be submitted to and approved in writing by the Local Planning Authority to show that an Excellent rating will be achieved for the community areas of the development.
- b) Within three months of first occupation of the building(s) a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Post Construction Review certificate and summary score sheet must be submitted to and approved in writing by the Local Planning Authority to show that an Excellent rating has been achieved for the community areas of the development.

Reason: To ensure that the development has an acceptable level of sustainability (Policy EN4 of the Lambeth Local Plan September 2015).

### 32. BREEAM - retail and office uses

- a) Within three months of work starting on site a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Shell and Core Design Stage Certificate and summary score

sheet must be submitted to and approved in writing by the Local Planning Authority to show that an Excellent) rating will be achieved for the retail and office areas.

- b) Within three months of practical completion of the building(s) a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Shell and Core Post Construction Review Certificate and summary score sheet must be submitted to and approved in writing by the Local Planning Authority to demonstrate that an Excellent rating has been achieved for the retail and office areas.
- c) Prior to commencement of the fit-out of the building, unless otherwise agreed in writing, a BREEAM Refurbishment and Fit-out (Parts 3 and 4) 2014 (or such equivalent standard that replaces this) Design Stage Certificate, and summary score sheet must be submitted, by the fit-out contractor, and approved in writing by the Local Planning Authority to show that an Excellent rating will be achieved for the retail and office areas.
- d) Within 3 months of first occupation a BREEAM Refurbishment and Fit-out (Parts 3 and 4) 2014 (or such equivalent standard that replaces this) Post-Construction Review Certificate and summary score sheet must be submitted, by the fit-out contractor, and approved in writing by the Local Planning Authority to demonstrate that an Excellent rating has been achieved for the retail and office areas.
- e) Prior to commencement of the fit-out of the retail units, a Sustainability Plan should be submitted to and approved in writing by the Local Planning Authority. This should detail how the fit-out does not detrimentally impact the energy performance and that the fit out is in accordance with the principles of the shell and core BREEAM assessment. Within three months of first occupation information should be submitted to and approved in writing by the Local Planning Authority demonstrating how the fit-out of the retail unit is in accordance with the Sustainability Plan.

Reason: To ensure that the development has an acceptable level of sustainability (Policy EN4 of the Lambeth Local Plan September 2015).

### 33. BREEAM - any healthcare use

Notwithstanding the flexibility of uses permitted elsewhere in this decision notice, should any non-residential unit within the development be converted to provide a healthcare facility, prior to any change of use taking place a BREEAM Refurbishment and Fit-out (Parts 3 and 4) 2014 (or such equivalent standard that replaces this) Design Stage Certificate shall be submitted to and approved in writing by the Local Planning Authority to show that an Excellent rating will be achieved.

Reason: To ensure that the development has an acceptable level of sustainability (Policy EN4 of the Lambeth Local Plan September 2015).

### 34. Energy

The development of each phase shall be implemented in accordance with the approved Energy Strategy under 'Part L 2013'. Within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases full Design Stage calculations under the Standard Assessment Procedure/ National Calculation Method shall be submitted for that phase to and approved in writing by the Local planning Authority to show that the development will be constructed in accordance with the approved Energy Strategy..

Prior to first occupation of 50% of dwellings within the last building to be occupied within each Phase, an Energy Strategy Review (inclusive of evidence such as photographs, installation contracts and as-built certificates under the Standard Assessment Procedure/National Calculation Method) in respect of all buildings within the relevant Phase should be submitted to the Local Authority and approved in writing to show that the development has been constructed in accordance with approved Energy Strategy.

Reason: To ensure that the development makes the fullest contribution to minimising carbon dioxide emissions in accordance with London Plan Policy 5.2 and Lambeth Local Plan September 2015 Policy EN3.

### 35. Water Supply

Within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases a review of the Impact Study of the existing water supply infrastructure (Clapham Park Development Modelling Report - Final Report - July 2017) shall be submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The review of the study should seek to validate the conclusions of the Modelling Report and if necessary determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with additional demand (Policies EN5 and EN6 of the London Borough of Lambeth Local Plan 2015)

### 36. Internal residential water use

- a) Within three months of work starting on that phase site evidence (internal water calculations) pertaining to that phase must be submitted to the Local Planning Authority and approved in writing that the internal water consumption of the development will not exceed 105 L/person/day in line with The Water Efficiency Calculator for new dwellings from the Department of Communities and Local Government.
- b) Prior to first occupation of the building(s) evidence (schedule of fittings and manufacturer's literature) should be submitted to the Local Planning Authority and approved in writing to show that the development has been constructed in accordance with the internal water use calculations approved under part (a) of this condition.

Reason: to reduce the consumption of potable water in the home from all sources, including borehole well water, through the use of water efficient fittings, appliances and water recycling systems in accordance with London Plan Policy 5.15.

### 37. CHP

Prior to installation, the proposed Combined Heat and Power (CHP) plant must meet the emission standards set out in the GLA's Sustainable Design and Construction Supplementary Planning Guidance 2014. Full details of the proposed CHP plant must be submitted to the Council for approval using Combined Heat and Power System information request form.

Reason: To ensure that air quality is not adversely affected by the development and to avoid irreversible and unacceptable damage to the environment (London Plan policies 5.3 and 7.14, and the London Plan SPGs for Sustainable Design and Construction and Control of Dust and Emissions during Construction and

Demolition).

### 38. Green roofs

- a) Full details of each 'extensive green roof' and 'extensive biodiverse green roof' within each phase demonstrating compliance with the GRO Green Roof Code 2014 shall be submitted to and approved in writing by the Local Planning Authority within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases of the development hereby approved.

The submission must provide/comprise the following information:

- i. Details on materials used in the design, construction and installation of the green roof based on the Green Roof
- ii. Code and the use of biodiversity based extensive/semi-intensive soils;
- iii. Details on substrate and plants used in the green roof, based on a commercial brick-based aggregate or equivalent with a varied substrate depth of 80 -150mm planted with 50% locally native herbs/wildflowers in addition to a variety of sedum species;
- iv. Details on additional features to the proposed green roof, such as areas of bare shingle, areas of sand for burrowing invertebrates and individual logs or log piles.
- v. An ecological management and maintenance plan including landscape features and a cross section of the green roof.

The development shall be carried out strictly in accordance with the green roof details approved, shall be maintained as such thereafter and no alterations to the approved scheme shall be permitted without the prior written consent of the Local Planning Authority.

- b) Prior to first occupation of the building(s) evidence that the green roof has been installed in accordance with the details approved under part (a) of this condition should be submitted to and approved by the local planning authority prior to first occupation.

Reason: To ensure that the development has an acceptable level of sustainability (Policy EN4 of the Lambeth Local Plan September 2015).

### 39. Waste Management

Within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases details of waste and recycling storage for the development shall be submitted to and approved in writing by the local planning authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the commencement of the use hereby permitted, and shall thereafter be retained solely for its designated use. The waste and recycling storage areas/facilities should comply with the Lambeth's Refuse & Recycling Storage Design Guide (2013), unless it is demonstrated in the submissions that such provision is inappropriate for this specific development.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area (Lambeth Local Plan (2015) Policies Q2 and Q12).



#### 40. Disabled car parking

No fewer than 127 car parking spaces across the estate shall be provided and retained as disabled spaces at any time, in the locations indicated on the approved drawings.

Reason: To ensure suitable car parking provision for disabled occupiers of the development (London Plan Policy 6.13 and Lambeth Local Plan (2015) Policy T7).

#### 41. Cycle parking provision

No fewer than 4,316 cycle parking spaces across the estate shall be provided and retained at any time.

Reason: To ensure adequate cycle parking provision for residents of the development (London Plan Policy 6.9 and Lambeth Local Plan (2015) Policy T3)

#### 42. Cycle parking details

Notwithstanding the approved plans, prior to the occupation of each Phase of the development hereby permitted, details of the provision to be made for cycle parking shall be submitted to and approved in writing by the Local Planning Authority, to include:

- a) Specification details and drawings, including the number of cycle parking spaces to be provided; and
- b) As relevant to blocks where undercroft car parking is provided, details of access to the internal residential cycle parking via the undercroft car parking for bicycle users.

No vertical storage shall be included. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the use hereby permitted commences and shall thereafter be retained solely for its designated use.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable modes of transport (policies T1, T3 and Q13 of the London Borough of Lambeth Local Plan (2015)).

#### 43. Delivery and Servicing Management Plan

Prior to the first occupation of each Phase of the development hereby permitted a servicing management plan shall be submitted to and approved in writing by the local planning authority. The use hereby permitted shall thereafter be operated in accordance with the approved details. The submitted details must include the following:

- (a) frequency of deliveries to the site;
- (b) frequency of other servicing vehicles such as refuse collections; (c) dimensions of delivery and servicing vehicles;
- (d) proposed loading and delivery locations;
- (e) a strategy to manage vehicles servicing the site;
- (f) The hours of deliveries for HGV vehicles and the precautions to be taken to mitigate noise impacts; and
- (g) For Site A only, further forward visibility splays and further details, with a strategy for visibility

improvements.

Reason: To protect the amenities of adjoining occupiers and the surrounding area (policy Q2 of the London Borough of Lambeth Local Plan (2015) and to limit the effects of the increase in travel movements (Policy T8 (Servicing) - Lambeth Local Plan 2015)

#### 44. Electric vehicle charging points

At least 89 of the vehicular parking spaces shall be provided and retained thereafter with electrical charging points for electric vehicles.

Reason: To encourage the uptake of electric vehicles (London Plan Policy 6.13)

#### 45. Tree Retention

No further trees beyond the total of 347 trees in the locations as set out within the 'Arboricultural Impact Assessment, Method Statement and Tree Protection Plan' document dated January 2018 (version 4) shall be removed without prior written approval from the Local Planning Authority.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Policies Q2, Q9 and Q10 of the London Borough of Lambeth Local Plan 2015).

#### 46. Tree Protection Measures

Notwithstanding the summary of the anticipated tree protection measures for all 6 no. precincts as set out in the Tree Protection Plans (Appendix 2), prior to the commencement of development in each phase hereby approved, the following details shall be submitted to the Local Planning Authority for written approval in respect of that Phase of the development:

- a) A Tree Protection Plan that accords with Section 7 of BS5837:2012 and relates to all retained trees on the site; (b) Details of all proposed Access Facilitation Pruning required to permit the development. Thereafter, the approved works shall be carried out in accordance with BS3998:2010;
- b) An Arboricultural Method Statement in accordance with section 7 of the BS5837:2012 relating to (i) the demolition and / or removal of existing structures and hard surface material and construction and / or installation of new surfacing within the root protection area of retained trees; (ii) the associated lowering or building up of soil levels around the retained trees; and (iii) the location and installation of all service utilities / drainage routes within the RPA of any retained tree;
- c) Details of a scheme of Arboricultural Site Supervision and Tree Protection Monitoring for the duration of construction for each precinct. The details shall include an on-site 'Pre-commencement' inspection meeting to include the Lambeth Council's Arboricultural Officer as part of the site induction process. The condition shall only be signed off on completion of all received inspection reports for the relevant precinct.

The development shall thereafter be implemented in strict accordance with the approved details listed above. The approved details of the Tree Protection Plan shall be put in place before any machinery, demolition, materials storage or development commences on the site and all approved Arboricultural

Method Statements shall be implemented at the appropriate construction phase.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Policies Q2, Q9 and Q10 of the London Borough of Lambeth Local Plan 2015)

#### 47. Replacement trees (part 1)

No fewer than 914 trees shall be provided across the estate, with 655 proposed at ground floor level and 259 as podium tree planting. These shall be appropriately split across the estate and this shall be demonstrated in the details required under condition 49. The retention of these trees shall be secured through condition 47.

Reason: In order to ensure an appropriate amount of high quality soft landscaping in and around the site in the interests of the ecological value of the site; satisfactory landscaping of the site and in the interests of visual amenity for future residents (Policies Q2, EN1, Q9 and Q10 of the Lambeth Local Plan 2015).

#### 48. Replacement trees (part 2)

Any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within fifteen years of planting, shall be replaced within six months of death, removal, damage or disease.

Reason: In order to ensure long term retention of the landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity (policies Q6, Q9 and Q10 of the London Borough of Lambeth Local Plan (2015)).

#### 49. Child Play Space Strategy and Details

- a) Within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases a child play space strategy, to include the proposed locations and types of playspace (to include the proposed MUGAs), to include details of how the playspace provides for the child yield arising from each Phase of the development, shall be submitted to and approved in writing by the local planning authority, which shall inform the details required under part (b) of this condition; and
- b) Prior to the commencement of any landscaping works on each Phase of the development hereby permitted, details of the child play space provision shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the:
  - a. Location, layout and design of the playspace demonstrating that the crossing of busy roads to access play space is minimised; and
  - b. Details of equipment / features.

The play space and equipment / features shall be laid out and installed prior to first occupation of the development.

Reason: In order to introduce high quality child play space and MUGAs in the interests of visual amenity and

quality for future residents (Policies Q1, Q2 and H5 of the Lambeth Local Plan 2015).

#### 50. Soft and hard landscaping scheme

Within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases a soft and hard landscaping scheme shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter carried out in accordance with the approved details within 6 months of the date of occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current arboricultural best practice. The submitted details are expected to demonstrate the following:

- a) The quantity, size, species, position and the proposed time of planting of all trees and shrubs to be planted;
- b) Details of the rationale for the selection of tree species;
- c) An indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection;
- d) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape;
- e) All hard landscaping including all ground surfaces, seating, refuse disposal points, signage, bollards, vehicle crossovers/access points, accessibility details including any ramps or stairs plus wheelchair access together with finished ground levels and site wide topographical levels;
- f) Details of the communal growing areas;
- g) Details of post-planting maintenance for 20 years following completion;
- h) Statement of rationale for the selection of tree species;
- i) Details of boundary treatments (comprising hard or soft landscaping) to include privacy screens to ground floor units and between terraces and shared amenity space; and where considered necessary by officers between terraces or shared external amenity spaces and neighbouring properties and ensuring the appropriate retention of the 'stretcher railings' which surround Site E'; and
- j) The proposed specification and location of bird and bat boxes.

This condition is applicable to all external land across the estate, including external, podium and roof level amenity spaces proposed throughout the development.

Reason: In order to introduce high quality hard and soft landscaping in and around the site in the interests of the ecological value of the site; to maintain privacy, outlook and visual amenity to existing and future residents within and surrounding the site; and to ensure a satisfactory landscaping of the site and high quality child play space and MUGAs in the interests of visual amenity and quality for future residents (Policies Q2, H5, EN1 and Q9 of the Lambeth Local Plan 2015).

#### 51. Sample of Materials

Notwithstanding the details shown on the drawings hereby approved, no erection / construction of any building facades on site relevant to any Phase shall take place until a schedule of materials have been submitted and a sample panels of all external materials have been erected on site for inspection by a council officer and approved in writing by the Local Planning Authority, unless otherwise agreed in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the samples thus approved.

Reason: To ensure that the external appearance of the building is satisfactory and does not detract from the character and visual amenity of the area along with the setting of the nearby conservation areas (Policies Q6, Q7, Q8, and Q22 of the Lambeth Local Plan 2015).

#### 52. Signage and Way-finding Strategy

Notwithstanding the details shown on the drawings hereby approved, within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases a Signage and Wayfinding Strategy shall be submitted to and approved by the Local Planning Authority. The details pertaining to each Phase will thereafter be submitted and approved under Condition 53 'Detailing'.

Reason: To promote walking through improvements to pedestrian routes, streets and public spaces, to give greater priority to pedestrians, particularly through improvements to signage and way-finding (Policy T2 of the Lambeth Local Plan 2015).

#### 53. Detailing

Notwithstanding the details shown on the drawings hereby approved, within 3 months of works commencing (excluding demolition) on Phase 1, and prior to commencement of development (excluding demolition) in any later Phases, drawings at 1:10 scale (including sections) or at another scale agreed by the Local Planning Authority showing all external construction detailing of that part of the development shall be submitted to and approved by the Local Planning Authority in writing. The drawings shall include details of:

- a) The façade of the building, including details of ground and first floor;
- b) main entrances and doors including canopies and service entrances and accesses to undercroft parking areas;
- c) Details of balconies and balustrade designs, including details of drainage and privacy screens, with an indication of clear or obscure glazing (to include details of obscure glazing to the south elevation of Site C04 Block A and to windows along vehicular entrances to blocks);
- d) boundary walls;
- e) roof and parapet including detailed design of plant and safety systems;
- f) windows (including jamb, head and cill details);
- g) The redesign of the internal courtyard facades to Block B;
- h) signage (having regard to further details to be agreed by separate Signage and Way-finding Strategy condition);
- i) rainwater pipes in external elevations;
- j) window cleaning apparatus;
- k) solar panels;
- l) refuse storage facilities; and
- m) cycle stores.

The development shall not be carried out otherwise than in accordance with the details and drawings thus approved.

Reason: To ensure that the external appearance of the building is satisfactory and does not detract from the character and visual amenity of the area along with setting of the nearby conservation areas (Policies Q6, Q7,

Q8, and Q22 of the Lambeth Local Plan 2015).

54. Flues and Louvres

Notwithstanding the details shown on the drawings hereby approved, prior to the relevant part of the works commencing on site, drawings at 1:10 scale (including sections) or at another scale agreed by the Local Planning Authority showing all external construction detailing relating to the flues and louvres to Block C01EF shall be submitted to and approved by the Local Planning Authority in writing.

The development shall not be carried out otherwise than in accordance with the details and drawings thus approved.

Reason: To ensure that the external appearance of the building is satisfactory and does not detract from the character and visual amenity of the area along with setting of the nearby conservation areas (Policies Q6, Q7, Q8, and Q22 of the Lambeth Local Plan 2015).

55. No external paraphernalia

Notwithstanding the details shown on the drawings hereby approved or agreed elsewhere under further conditions listed in this decision notice, no lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop railings or 'mansafe' rails shall be fixed or installed to the external facades or roofs of the buildings, without the prior approval in writing of the local planning authority.

Reason: To ensure an appropriate standard of design (Policies Q6, Q8 and PN3 of the Lambeth Local Plan 2015).

56. Access control systems

All access cores serving 4 or more dwellings should provide an access control system with entry phones in all dwellings linked to a main front door with electronic lock release. Unless a 24 hour concierge is provided, additional security measures in the form of audio-visual verification to the access control system shall be included, where either more than 25 dwellings are served by one core, or the potential occupancy of the dwelling served by one core exceeds 100 bed spaces, or more than 8 dwellings are provided per floor.

Reason: To ensure appropriate housing standards and appropriate levels of security to the residential units (Policies Q3 and H5 of the Lambeth Local Plan 2015 and the London Plan Housing SPG (Standard 13)).

57. Wheelchair accessible dwellings (M4(3))

At least ten per cent of the residential units hereby permitted shall be constructed to comply with Part M4(3) of the Building Regulations. Any communal areas and accesses serving the M4(3) compliant Wheelchair User Dwellings should also comply with Part M4(3).

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints (Policy 3.8 of the London Plan MALP 2016 and Policy Q1 of the Lambeth Local Plan 2015).

58. Accessible and adaptable dwellings (M4(2))

All of the residential units hereby permitted, unless otherwise demonstrated as unachievable within the Design and Access Statement, shall be constructed to comply with Part M4(2) of the Building Regulations. Any communal areas and accesses serving the M4(2) compliant accessible and adaptable dwellings should also comply with Part M4(2).

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints (Policy 3.8 of the London Plan MALP 2016 and Policy Q1 of the Lambeth Local Plan 2015).

59. Crime Prevention Strategy

Prior to the occupation of buildings within each Phase, a Crime Prevention Strategy including a Security Management Plan shall be submitted to and approved in writing by the Local Planning Authority.

The submitted details will include the following:

- a) A summary of known crime risks in the area;
- b) Details of how the development has mitigated known crime risks in the area; and
- c) Detail of how the development seeks to achieve 'Secured by Design Standards', including details of a CCTV scheme, external security, street lighting and landscaping.

The use shall thereafter be operated in accordance with the approved details, unless the written consent of the Local Planning Authority is received for any variation.

Reason: To ensure that the development maintains and enhances community safety (Policy Q3 of the Lambeth Local Plan 2015).

### Notes to Applicants:

In dealing with this application the Council has implemented the requirement in the National Planning Policy Framework (February 2019) to work with the applicant in a positive and proactive manner. The council has made available on its website the policies and guidance provided by Lambeth Local Plan (2015) and its supplementary planning documents. We also offer a full pre-application advice service in order to ensure that the applicant has every opportunity to submit an application that's likely to be considered acceptable.

1. This planning permission is a phased planning permission which expressly provides for development to be carried out in phases for the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).
2. Statutory Wildlife Implications: Wildlife in the United Kingdom is afforded protection under the Wildlife and Country Act 1981 as amended by the Countryside and Rights of Way Act 2000. Statutory protection is given to birds, bats and other species that inhabit trees. Tree work is governed by these statutes and advice should be sought before undertaking any works that may constitute an offence. For further information on this matter, please contact Natural England at [www.naturalengland.org.uk/](http://www.naturalengland.org.uk/)
3. For all landscape operations that involve the selection, planting and maintenance of new trees, the recommendations and guidance set out in BS 8545: Trees: From Nursery to independence in the Landscape: Recommendations should be strictly adhered to. Importantly, in the interest of Bio-security, trees should not be imported directly from European suppliers and planted straight into the field, but spend a full growing season in a British nursery to ensure plant health and non-infection by foreign pests or disease.
4. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted for extensions to existing buildings. The applicant is advised to visit [thameswater.co.uk/buildover](http://thameswater.co.uk/buildover)
5. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
6. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.
7. There are Thames Water mains crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned mains can be retained. Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
8. There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 3 metres of them and will require 24 hours access for maintenance



purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

9. The London Water Ring Main or a large diameter stored water tunnel is in the area and special precautions will be required to avoid any damage that may occur as a result of the proposed development. Please contact Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
10. Application forms for the Adoption of sewers under section 102 or 104 of the Water Industry Act 1991 (WIA 1991); Connection to sewers under section 106 (WIA 1991); Diversion of sewers under section 185 (WIA 1991); Requisition of sewers under section 98 (WIA 1991); and the building over/close to sewers in accordance with requirement H4 of the Building Regulation 2000 (as amended), are available on the Thames Water web site:- [www.thames-water.com/mainsanddrains](http://www.thames-water.com/mainsanddrains) or [www.developerservices.co.uk](http://www.developerservices.co.uk)
11. No HGV deliveries or waste collections should take place outside the hours of 21:00 hours to 07:00 hours without support of an independent noise impact assessment, carried out by a suitably qualified acoustic consultant.
12. The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited heritage practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.
13. In respect of the lighting scheme, due to close proximity of adjacent sensitive receptors 3D modelling will be required where appropriate. The lighting scheme should show consideration of how adjacent landscaping mitigation is being provided to protect amenity, as sought by further phase by phase conditions in this decision notice, particularly in respect of the tall lighting columns to the east of the linear park.
14. The latest Sustainable Design and Construction SPG can be found on the GLA's website <https://www.london.gov.uk/what-we-do/planning/implementinglondon-plan/supplementary-planning-guidance>. The Combined Heat and Power System information request from can be found in the Downloads section of Lambeth Air Quality Guide [www.lambeth.gov.uk/AirQuality](http://www.lambeth.gov.uk/AirQuality)
15. Applicants are reminded that it is their responsibility to ensure that any works that may involve asbestos are carried out in accordance with the Control of Asbestos Regulations 2012. Where applicable asbestos survey reports may have to be submitted for review and approval prior to any works being undertaken.
16. Reglit is not considered an appropriate material for the internal elevation of block B, where more variety in the facade treatment is sought.
17. The proposed height of planting at critical areas/corners should ensure appropriate screening of amenity areas and ground floor units to avoid future residents installing their own screening devices.
18. Privacy screens between terraces/balconies where proposed shall be frameless opaque glazing.
19. Roof gardens should be designed for the enjoyment of residents - furniture lighting etc.

20. Any signage shall be integrated into blank walls adjacent to entrances.
21. Applicants are advised to refer to British Standard guidance relating to toilet provision to ensure that adequate provision is made for staff and for customers where appropriate. A ventilated lobby is required between toilets and food rooms.
22. Businesses need to allow for the provision of sufficient refuse storage and collection facilities.
23. There should be a covered provision for the hygienic storage and hygienic disposal of the food and other trade waste.
24. The prospective food business operators should be informed to register the food premise with Lambeth food health and safety team 28 days prior to commence trading.
25. Any white cladding proposed should be off-white.
26. Where black brick is proposed - options for dark brown brick should be submitted as part of discharge of materials condition.
27. The cycle storage shall not include vertical storage.
28. Shared roof level amenity spaces are provided within the following Sites (with more specific locations indicated on page 213 of Section 6 of the Design and Access Statement):
  - a. Site A - Blocks B and E
  - b. C04
  - c. C06
  - d. C07
  - e. C08- E01

All shared amenity spaces require details of soft and hard landscaping. Additional privacy screening may be required.

29. The Construction Environmental Management Plan must give due regard to other construction works being undertaken in the local vicinity.
30. Monitoring boards should communicate any recorded progress on skills, training and employment directly to residents.
31. The applicant shall use best endeavours to provide Paypoint, Post Office and pharmacy services on the estate.
32. For the avoidance of doubt, the phasing set out in Condition 3 aligns with the phasing set out in the Section 106 Agreement (dated xx/xx/2019) as follows:
  - Phase 1 - Phase 1 in the Section 106 Agreement
  - Phase 2, 3 and 4 - Phase 2 in the Section 106 Agreement
  - Phase 5 and 6 - Phase 3 in the Section 106 Agreement

- Phase 7, 8 and 9 - Phase 4 in the Section 106 Agreement
33. The applicant shall use best endeavours to secure tenants in the ground floors units of Building D01 prior to its completion
  34. The Local Planning Authority will allow the part discharge of conditions pursuant to phases in order to allow the separate submission and approval of details for individual buildings within each phase. The applicant should seek informal agreement on the approach for any given phase prior to submitting information to part discharge a condition

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## **INFORMATION FOR APPLICANTS GRANTED PLANNING PERMISSION SUBJECT TO CONDITIONS, OR WHERE PERMISSION HAS BEEN REFUSED.**

### **General Information**

This permission is subject to due compliance with any local Acts, regulations, building by-laws and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the provisions of the Building Regulations 1985 and related legislation which must be complied with to the satisfaction of the Council's Building Control Officer, Phoenix House, 10 Wandsworth Road, SW8.

The Council's permission does not modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting the land or the rights of any person entitled to the benefits thereof.

STATEMENT OF APPLICANT'S RIGHTS ARISING FROM THE REFUSAL OF PLANNING PERMISSION OR FROM THE GRANT OF PERMISSION SUBJECT TO CONDITIONS.

### **Appeals to the Secretary of State**

If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development or to grant permission or approval subject to conditions, he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990 within six months from the date of this notice. Appeals must be made on a form which is obtainable from The Planning Inspectorate, Room 3/13

Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. Alternatively an Appeal form can be downloaded from their website at [www.gov.uk/government/organisations/planning-inspectorate](http://www.gov.uk/government/organisations/planning-inspectorate). The Secretary of State has power to allow longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.

### **Purchase Notice**

If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the London Borough of Lambeth a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990.

### **Compensation**

In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State for the Environment on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 120 and related provision of the Town and Country Planning Act 1990.

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**SCHEDULE 2  
THE SITES**

**Part 1 – Freehold Sites**

Land known as Clapham Park in the London Borough of Lambeth, London, including land at Clarence Avenue, Poynders Road, Atkins Road, Kings Avenue, New Park Road and Streatham Place including Clapham Park Estate and the adjacent Agnes Riley Gardens and including land comprised in the title numbers referred to in Recitals F and G.

**Part 2 - Leasehold Sites**

The following table lists the leasehold title numbers within the Sites registered to MHTL:

|           |           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|-----------|
| TGL186218 | TGL269612 | TGL93726  | TGL268825 | TGL59435  | TGL54127  |
| TGL189783 | TGL44149  | TGL81547  | TGL204454 | TGL436695 | TGL257571 |
| TGL197803 | TGL52104  | TGL158402 | TGL248446 | TGL70471  | SGL384335 |
| TGL216850 | TGL53443  | TGL60744  | TGL390778 | TGL33697  | TGL64224  |
| TGL148610 | TGL53835  | TGL15425  | TGL224880 | TGL61754  | TGL185271 |
| TGL153917 | TGL58311  | SGL372533 | TGL226275 | TGL61803  | TGL61793  |
| TGL172264 | TGL62552  | TGL215465 | TGL57991  | TGL458700 | TGL462273 |
| TGL50333  | TGL69373  |           |           |           |           |

**SCHEDULE 3  
HOUSING**

**Part 1**

**Affordable Housing Delivery**

1. Prior to Implementation of each Phase, the Owner shall submit to the Head of Development Management details of the Affordable Housing Units and the Market Housing Units (hereafter referred to as "Unit" or "Units" (and in respect of Phase 4 this shall include the Retirement Living Accommodation) to be constructed in that Phase showing:
  - 1.1. By reference to a plan of each Phase the location of each such Unit and the number of Habitable Rooms in each such Unit; and
  - 1.2. In a table showing the description of the said Units the Habitable Rooms and the Special Needs Dwellings in that Phase;  
  
for written approval and there shall be no Implementation of each Phase unless and until the Affordable Housing Details, the Market Housing Details and the Retirement Living Details have been approved as aforesaid (to the extent relevant to such Phase).
2. There shall be no further Implementation of any part not yet Implemented or no further works undertaken pursuant to the Planning Permission unless and until the Retirement Living Details, Affordable Housing Details and the Market Housing Details have been submitted to and approved in writing by the Council.
3. The Owner covenants to secure Practical Completion of:-
  - 3.1. The Phase 1 Affordable Housing Units prior to Occupation of 50% of the Phase 1 Market Housing Units
  - 3.2. The Phase 2 Affordable Housing Units:
    - 3.2.1. within Site C01 prior to Occupation of 80% of the Phase 2 Market Housing Units within Site C01 and
    - 3.2.2. within Site C02 and Site B01 prior to Occupation of 80% of the Phase 2 Market Housing Units within Site C02;
  - 3.3. The Phase 3 Affordable Housing Units prior to Occupation of 50% of the Phase 3 Market Housing Units
  - 3.4. The Phase 4 Affordable Housing Units:
    - 3.4.1. within Site C07 prior to Occupation of 80% of the Phase 4 Market Housing Units within Site C07;
    - 3.4.2. within Site C04 prior to Occupation of 80% of the Phase 4 Market Housing Units within Site C04;
    - 3.4.3. within Site C05 and Site E prior to Occupation of 80% of the Phase 4 Market Housing Units within Site C05; and
    - 3.4.4. within Site F prior to Occupation of 80% of the Phase 4 Market Housing Units within Site F.
4. The Owner covenants not to Occupy or permit, suffer or cause Occupation of the relevant Market Units in each Phase referred to in paragraph 3 above unless and until the Affordable Housing Units within that Phase have been constructed and made ready for that Phase or part thereof referred to as in paragraph 3.

5. Save where a leaseholder or their mortgagee in possession has acquired 100% of the equity in such Dwelling the Shared Ownership New Dwellings may only be used or Occupied on Shared Ownership Terms and shall first be offered to those persons in the following descending priority order:
  - (a) residents and employees from the Local Area;
  - (b) residents from the Local Area;
  - (c) employees from the Local Area;
  - (d) residents in Greater London;
  - (e) anyone else meeting the relevant criteria of Shared Ownership Terms,
 and the Owner shall demonstrate to the Council how they have met this obligation if required by the Council.
  
6. The Affordable Rented Units and Retirement Living Accommodation subject to paragraphs 7 and 8 below may only be used or Occupied in accordance with a Nominations Agreement and on Affordable Rent Terms and in respect of any Existing Residents desirous of moving to an Affordable Rented Unit any offer of a tenancy (in accordance with any decant programme as agreed between the Owner and the Council) shall be based upon their existing rent level at the time of decant from the Estate taking account of all prevailing circumstances in respect of each such Existing Resident and for the avoidance of doubt such rent level offered shall not be greater than Target Rents PROVIDED THAT in the event of any conflict between this provision and a Nominations Agreement such Nominations Agreement shall prevail.
  
7. Should the Owner fail to ensure that any Retirement Living Accommodation that comprises Affordable Housing Units are used or Occupied in accordance with a Nominations Agreement, it shall provide written evidence to the Council showing that it has exercised reasonable endeavours to do so. If the Council consents in writing, the Owner may make such Units of Retirement Living Accommodation available to other residents of the Local Area as nominated by the Council.
  
8. The restrictions contained in paragraphs 1-7 above shall not be binding upon any mortgagee or chargee or any receiver or any person deriving title from such chargee or 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 (each a "Receiver") of the whole or any part of the Affordable Housing Units and/or any Additional Affordable Housing (if any) or any person or bodies deriving title under such mortgagee or chargee or Receiver PROVIDED THAT:
  - 8.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of that written notice to complete a disposal of the Affordable Housing Units to another Registered Provider of Social Housing or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
  - 8.2. if such disposal has not completed within the three month period the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the restrictions contained in paragraphs 1-7 above which provisions shall determine absolutely.



## **Part 2**

### **Affordable Housing Review**

1. If there has not been Implementation within 24 (twenty-four) months of the grant of the Planning Permission, the Owner covenants with the Council:
  - 1.1. to undertake the First Affordable Housing Review at its own cost prior to Commencement and to serve a complete copy on the Council for its written approval (which may be given subject to any amendments required by the Council) under cover of a letter addressed to the Head of Development Management (and with a copy addressed to the Assistant Director of Homes and Communities); and
  - 1.2. not to Commence the Development until the First Affordable Housing Review has been approved in writing by the Council
2. If the First Affordable Housing Review is required pursuant to paragraph 1.1 above the Owner will pay to the Council within 20 (twenty) Working Days of receipt of written demand the proper and reasonable costs incurred by the Council (which for the avoidance of doubt shall include reasonable legal and other professional fees) in obtaining an independent professional assessment of the First Affordable Housing Review submitted by the Owner to the Council pursuant to paragraph 1.1 above.
3. The Owner covenants with the Council
  - 3.1. to undertake the Second Affordable Housing Review at its own cost at a date:
    - 3.1.1. no earlier than 18 (eighteen) months prior to the Anticipated Practical Completion Date; and
    - 3.1.2. no later than 12 months prior to the Anticipated Practical Completion Date and to serve a completed copy on the Council for its written approval (which may be given subject to any amendments required by the Council) under cover of a letter addressed to the Head of Development Management (and with a copy addressed to the Assistant Director of Homes and Communities) indicating that it proposes to undertake the Second Affordable Housing Review.
  - 3.2. not to permit Practical Completion of the Development until the Second Affordable Housing Review has been approved in writing by the Council.
4. The Owner will pay to the Council within 20 (twenty) Working Days of receipt of written demand the proper and reasonable costs incurred by the Council (which for the avoidance of doubt shall include reasonable legal and other professional fees) in obtaining an independent professional assessment of the Second Affordable Housing Review submitted by the Owner to the Council pursuant to paragraph 3.1 above.
5. If the Council disputes any Affordable Housing Review the Council shall notify the Owner in writing of such dispute within 10 (ten) Working Days of receipt of the independent professional assessment of the Affordable Housing Review.
6. The Council and the Owner hereby agree that any dispute in connection with the First Affordable Housing Review or the Second Affordable Housing Review (as the case may be) shall be referred to the Expert pursuant to Clause 12 (Resolution of Disputes) of this Deed and the determination of the Expert will be final and binding on the Council and the Owner save in the case of manifest error.
7. If the First Affordable Housing Review is either agreed by the Council or determined by an Expert pursuant to Clause 12 (Resolution of Disputes) of this Deed and demonstrates a First Surplus, subject to paragraph 8 below, the Owner shall provide 100% of the First Surplus as

Additional Affordable Housing on the Application Site for the Agreed Purposes in accordance with a housing mix and plan to be agreed with the Council as follows:

- 7.1. For a period of 30 (thirty) Working Days following the determination of the First Surplus the Council and the Owner shall consult with each other with a view to agreeing how much of the First Surplus will be converted into Affordable Housing Units on the Application Site and the conversion shall be calculated in accordance with Appendix 1;
- 7.2. The Owner shall prepare a plan showing the proposed location of any Additional Affordable Housing.
8. In the event that the Owner, having used all reasonable endeavours, is able to demonstrate to the Council's satisfaction that it is not practicable and/or feasible to provide all or any of Additional Affordable Housing on the Application Site using any First Surplus and the Council agrees in writing, the Owner may choose to use any remaining First Surplus to provide Additional Affordable Housing off the Application Site in the Local Area and/or for such other Agreed Purposes. For the avoidance of doubt, the Owner and the Council may (in their discretion) agree for the First Surplus (or part thereof) to be paid to the Council by the Owner as a financial contribution for use by the Council for the provision of Additional Affordable Housing in the Local Area.
9. If the First Affordable Housing Review is required pursuant to paragraph 1 there shall be no Occupation of more than fifty per cent (50%) Market Housing Units in Phase 1 unless and until the Owner has agreed with the Council the use of any First Surplus. If the First Affordable Housing Review is not required (or the First Surplus is deemed to be zero) pursuant to paragraph 1 then paragraph 7 above shall not be of any effect.
10. If the Second Affordable Housing Review submitted pursuant to paragraph 3.1 above is either agreed by the Council or determined by an Expert pursuant to Clause 12 (Resolution of Disputes) of this Deed and demonstrates a Second Surplus, the Owner shall provide 100% of the Second Surplus to be used for the Agreed Purposes by the earlier of: (a) Occupation of 85% of the Market Housing Units in Phase 4 or (b) on or before 31 March immediately following the date of completion of the sale of the last Market Housing Unit. For the avoidance of doubt, the Owner and the Council may (in their discretion) agree for the Second Surplus (or part thereof) to be paid to the Council by the Owner as a financial contribution for use of the provision of Additional Affordable Housing in the Local Area.
11. If it is agreed (in writing) between the Council and Owner that:-
  - 11.1. the First Surplus (or part thereof) is to be paid to the Council as a financial contribution pursuant to paragraph 8;
  - 11.2. the Second Surplus (or part thereof) is to be paid to the Council as a financial contribution pursuant to paragraph 10;such amount shall be indexed in accordance with clause 15 except such indexation shall be from the date that is agreed such payment is due to be paid by the Owner to the Council up to the date that such sum is paid to the Council, such that component C shall be the index value of the BCIS All in Tender Price Index figure most recently published prior to the date of agreement of the relevant payment under this paragraph 11.
12. For the avoidance of doubt it is hereby agreed between the Council and the Owner that the use of any First Surplus and/or Second Surplus for the provision of Additional Affordable Housing Units shall not be in lieu of the provision of the Affordable Housing Units.
13. The Owner and the Council agree and acknowledge that Project Costs and Project Income shall be treated in accordance with the following principles:

- 13.1. no Project Costs or Project Income counted under one head shall to that extent be counted under another;
- 13.2. any items of Project Income or Project Costs which accrue over or relate to a period shall be apportioned in accordance with standard accountancy practice; and
- 13.3. where the Owner receives income or incurs costs which relate both to the Project and to other schemes or activities of income then the relevant Project Income and Project Costs shall be the amounts fairly and reasonably apportioned to the Project;
- 13.4. any references to Owner in the definition of Project Costs and Project Income shall be references to the each individual party comprised in the definition of Owner and each of their wholly owned subsidiaries from time to time.

### **Appendix A – Additional Affordable Housing**

#### 1. Calculation of Additional Affordable Housing

The amount of Additional Affordable Housing in terms of Habitable Rooms for Affordable Rented Housing and Intermediate Housing shall be calculated as follows:

X = Additional Affordable Rented Housing requirement (Habitable Rooms)

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

Y = Additional Intermediate Housing requirement (Habitable Rooms)

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

**Where:**

**A** = Average Market Housing Value (£ per m<sup>2</sup>)

**B** = Average Affordable Rented Housing Value (£ per m<sup>2</sup>)

**C** = Average Intermediate Housing Value (£ per m<sup>2</sup>)

**D** = Average Habitable Room Size in m<sup>2</sup>

**E** = First Surplus available for Additional Affordable Housing Units as agreed or determined pursuant to paragraph 7 of this Schedule (£)

**F** = 0.7 representing 70% of surplus available for Additional Affordable Housing Units to be used for Affordable Rented Housing

**G** = 0.3 representing 30% of surplus available for Additional Affordable Housing Units to be used for Intermediate Housing

**SCHEDULE 4**  
**SKILLS, TRAINING AND EMPLOYMENT**

**1. GENERAL PROVISIONS**

1.1 The Owner covenants with the Council:

1.1.1 To prepare and submit to the Council (or procure the preparation and submission to the Council of) Employment and Skills Plans and to operate (or procure the operation of) the Employment and Skills Plans on the terms more particularly set out in paragraph 2 of this Schedule;

1.1.2 To deliver (or procure the delivery of) Employment and Skills Obligations over the Employment and Skills Period; and

1.1.3 To adhere (or procure adherence) to the arrangements for monitoring of and compliance with Employment and Skills Obligations on the terms more particularly set out in paragraph 4 of this Schedule.

1.2 The Council covenants with the Owner to adhere to the obligations on the part of the Council more particularly set out in paragraph 4 of this Schedule.

1.3 The Employment and Skills Contribution as at the date hereof shall be £6.7 million (“**Initial Amount**”) and shall be indexed in accordance with paragraphs 1.3.1 and 1.3.2 and subject to paragraph 1.3.3

1.3.1 At the end of the First Financial Year the balance of the Employment and Skills Contribution being the Initial Amount less any expenditure incurred by or on behalf of the Owner in respect of implementing and operating the ESCP and ESOP (“**ES First Year End Balance**”) shall be adjusted by a percentage equivalent to the percentage increase in the BCIS All in Tender Price Index over the First Financial Year calculated from the date of Commencement until the end of the First Financial Year as follows:

$\frac{D \times E}{F}$

F

Where:

D = the ES First Year End Balance

E = the index value of the BCIS All in Tender Price Index figure most recently published prior to the end of the First Financial Year.

F = the index value of the BCIS All in Tender Price Index figure most recently published at the date of Commencement.

and such indexed amount shall be the opening balance of the Employment and Skills Contribution for the second Financial Year.

- 1.3.2 At the end of each Financial Year following the First Financial Year the balance of the Employment and Skills Contribution shall be the balance of the Employment and Skills Contribution at the end of the previous Financial Year (in the case of the First Financial Year calculated in accordance with paragraph 1.3.1) less any expenditure incurred by or on behalf of the Owner in respect of implementing and operating the ESCP and ESOP in the current Financial Year (“**ES Year End Balance**”) shall be adjusted by a percentage equivalent to the percentage increase in the BCIS All in Tender Price Index as follows:

$$\frac{G \times H}{J}$$

Where:

G = the ES Year End Balance

H = the index value of the BCIS All in Tender Price Index figure most recently published prior to the end of the Financial Year.

J = the index value of the BCIS All in Tender Price Index figure most recently published at the date of the end of the previous Financial Year

and such indexed amount shall be the opening balance of the Employment and Skills Contribution for the subsequent Financial Year and such amount shall be indexed in the same way at the end of such Financial Year in accordance with this paragraph 1.3(b).

- 1.3.3 For the avoidance of doubt, in case of any decrease in the BCIS All in Tender Price Index the change in the BCIS All in Tender Price Index shall be deemed to be nil.
- 1.3.4 The ES Year End Balance and the calculation of indexation in accordance with paragraphs 1.3.1 or 1.3.2 as the case may be shall be included in the financial report submitted pursuant to paragraph 2.1.2(c) and 2.8.2(c).

## **2. APPROVAL OF THE EMPLOYMENT AND SKILLS CONSTRUCTION AND OCCUPATION PLANS**

### **Employment Skills and Construction Plan**

2.1 The Owner shall submit:

- 2.1.1 a draft ESCP for the first phase of construction covering three (3) years from the date of Implementation (“the First-Phase ESCP”) to the Council for its written approval at least three (3) months prior to Implementation.

2.1.2 the following documents to the Council for its approval not less than six (6) weeks before the end of the First-Phase ESCP and every ESCP to be submitted and approved in writing by the Council thereafter:

- (a) a report on the delivery of the First-Phase ESCP and every subsequent ESCP submitted and approved by the Council as required in paragraph 2.1.2 hereof providing a narrative description of activities undertaken, outputs achieved and financial costs (such expenditure to accord with approved budgets and plans submitted to the Council) incurred for each approved ESCP;
- (b) a draft ESCP for the next phase of construction each of which is to cover and run for a period of not less than three years;

and the following at the end of each financial year

- (c) submission by the Owner of an annual financial report on the implementation and operation of each ESCP, reporting expenditure against the agreed budget heads in the ESCP explaining any variance below 10% overall expenditure and proposing a reprofiling of unspent monies for the following year such calculation to take account of Appendix One of the Employment and Skills Supplementary Planning Document.

2.2 The ESCPs to be submitted to the Council for its written approval shall relate to the Construction Phase of the Development.

2.3 The process set out at paragraphs 2.1.1, 2.1.2(a) and (b) and 2.2 of this Schedule 4 hereof will be repeated every three years and undertaken by the Owner until the end of the Construction Phase and results in the submission to the Council for its written approval of a total of seven three-year Employment and Skills Plans over the Employment and Skills Period and for the avoidance of doubt the annual financial report required pursuant to 2.1.2(c) hereof shall be submitted on an annual basis until the end of the Construction Phase.

2.4 The ESCPs shall include the following matters:

2.4.1 Planned Implementation date;

2.4.2 Estimated construction completion date;

2.4.3 Projected floorspace (gross internal area in square meters) and number(s) of units (of any type) within the Development;

2.4.4 Projected total number of construction Jobs during the Construction Phase based on a construction labour forecast and with numbers of starts broken down quarterly, trade/occupation area and identifying occupation(s) (where known);

2.4.5 Projected total number of construction Apprenticeship opportunities (which should be no less than two (2)) with numbers of starts quarterly including level, trade/occupation area, course name(s) and training provider(s) (where known);

- 2.4.6 Target Number of construction Jobs for Lambeth Residents during the Construction Phase (also expressed as a percentage of the projected total number of construction Jobs as identified at (d) above) and strategies for delivering that Target Number;
  - 2.4.7 Target Number(s) and details of Employment Opportunities (by type(s) other than Jobs) for Lambeth Residents during the Construction Phase;
  - 2.4.8 Arrangements for managing delivery during the Construction Phase of Apprenticeship programmes, including targeted strategies to engage and recruit Lambeth Residents;
  - 2.4.9 Arrangements for managing delivery during the Construction Phase of Employability Support including details of the strategies to be run to encourage applications from Lambeth Residents, how the programme(s) will be delivered, by whom, target number of beneficiaries and target groups;
  - 2.4.10 Projected number of Young People Careers Inspiration Activities relevant to the construction industry and details of how the activities will be delivered during the Construction Phase;
  - 2.4.11 Data to be provided to the Council for the purposes of monitoring compliance with the ESCP
  - 2.4.12 The planned budget in respect of the costs for delivering the initiatives and objectives within each ESCP.
- 2.5 The Development shall not be
- 2.5.1 Implemented prior to submission and written approval by the Council of the First-Phase ESCP in accordance with paragraph 2.1 above;
  - 2.5.2 Further Implemented in respect of the parts of the Development which have not been Implemented by the due date of submission of each subsequent ESCP (that being every three years (less three months) from the date of written approval by the Council of the First-Phase ESCP); and
  - 2.5.3 Implemented otherwise than in accordance with the First-Phase ESCP and every ESCP all as approved in writing by the Council pursuant to paragraph 2.1.1 above.
- 2.6 The Owner shall ensure in relation to the Construction Phase that its prospective and actual contractors and sub-contractors are made aware of the ECSP (where such ESCP have come into being) and of the Owner's Employment and Skills Obligations and use Reasonable Endeavours (E&S) to ensure that they comply with the Employment and Skills Obligations and to ensure the Lambeth residents are able to benefit directly from all employment and skills activity arising from the Development.

- 2.7 The Development shall be constructed materially in accordance with the ESCP as approved by the Council including any variations to the ESCP as are agreed in writing between the Owner and the Council.

### **Employment Skills and Occupation Plan**

- 2.8 The Owner shall submit:

2.8.1 a draft ESOP for the first phase of Occupation covering three (3) years from the date of first Occupation of each Employment Generating Area (“the First-Phase ESOP”) to the Council for its written approval at least six (6) months prior to first Occupation of any Employment Generating Areas .

2.8.2 the following documents to the Council for its approval not less than three (3) months before the end of the First-Phase ESOP and every ESOP to be submitted and approved in writing by the Council thereafter:

- (a) a report on the delivery of the First-Phase ESOP and every subsequent ESOP submitted and approved by the Council as required in paragraph 2.8.2 hereof providing a narrative description of activities undertaken, outputs achieved and financial costs (such expenditure to accord with approved budgets and plans submitted to the Council) incurred for each approved ESOP;
- (b) a draft ESOP for each phase of Occupation of the Employment Generating Areas each of which is to cover and run for a period of not less than three years.

and the following at the end of each financial year

- (c) submission by the Owner of an annual financial report on the implementation and operation of each ESOP, reporting expenditure against the agreed budget heads in the ESOP explaining any variance below 10% overall expenditure and proposing a reprofiling of unspent monies for the following year such calculation to take account of Appendix One of the Council’s Employment and Skills Supplementary Planning Document (February 2018).

- 2.9 The draft ESOP to be submitted to the Council for its written approval shall relate to the Occupation Phase of the Development.

- 2.10 The process set out at paragraphs 2.8.1, 2.8.2 (a) and (b) and 2.9 of this Schedule 4 hereof will be repeated every three years and undertaken by the Owner until the end of the Occupation Phase and results in the submission to the Council for its written approval of a total of seven three-year ESOPs and at least six three-year ESOPs over the Employment and Skills Period (such seven three year Employment and Skills Plans are to be the same as those to be submitted in accordance with paragraph 2.3 hereof) and for the avoidance of doubt the annual financial report required pursuant to 2.8.2(c) hereof shall be submitted on an annual basis until the end of the sixth three-year ESOP .



- 2.11 The draft ESOP shall include the following matters:
- 2.11.1 Projected floorspace (gross internal area in square meters) and number(s) and type(s) of end users/Occupiers of the Employment Generating Areas;
  - 2.11.2 Intended date of first Occupation of the Employment Generating Areas and projected dates for any phased Occupation of the Employment Generating Areas;
  - 2.11.3 Projected total number and type(s) of Jobs during the Occupation Phase of the Employment Generating Areas with numbers of starts quarterly including details of the level (for example in terms of grade) of the post, the type of trade, the areas within which the Jobs are created and identifying projected dates for commencement of Occupations or use of the Employment Generating Areas (where known);
  - 2.11.4 Projected total number of Apprenticeship opportunities during the Occupation Phase with numbers of starts quarterly including level (for example in terms of grade) of the post, the type of trade, the areas within which the Jobs are created, course name(s) and training provider(s) (where known);
  - 2.11.5 Target Number of Jobs for Lambeth Residents during the Occupation Phase (also expressed as a percentage of the projected total number of Jobs as identified at 2.11.3 above) and strategies for delivering that Target Number;
  - 2.11.6 Target Number(s) and details of Employment Opportunities (by type(s) other than Jobs and to include paid placements, supported employment (eg for people with disabilities or who otherwise require assistance) for Lambeth Residents and Long-Term Unemployed during the Occupation Phase;
  - 2.11.7 Arrangements for managing delivery during the Occupation Phase of Apprenticeship programmes, including targeted strategies to engage and recruit Lambeth Residents;
  - 2.11.8 Arrangements for managing delivery during the Occupation Phase of Employability Support including details of the strategies to be run to encourage applications from Lambeth Residents, how the programme(s) will be delivered, by whom, target number of beneficiaries and target groups;
  - 2.11.9 Projected number of Young People Career Inspiration Activities relevant to the projected type(s) of the end user(s) for the Employment Generating Areas and details of how the activities will be delivered during the Occupation Phase;
  - 2.11.10 Data to be provided to the Council for the purposes of monitoring compliance with the ESOP; and
  - 2.11.11 The planned budget in respect of the costs for delivering the initiatives and objectives within each ESOP.

- 2.12 The Employment Generating Areas shall not be
- 2.12.1 First Occupied prior to submission and written approval by the Council of the First-Phase ESOP in accordance with paragraph 2.8 above;
  - 2.12.2 Further Occupied in respect of the parts of the Employment Generating Areas which have not been Occupied by the due date of submission of each subsequent ESOP (that being three years (less three months) from the date of written approval by the Council of the First-Phase ESOP) until each respective ESOP has been submitted to the Council for its written approval; and
  - 2.12.3 Operated or Occupied otherwise than in accordance with the First-Phase ESOP and every ESOP all as approved in writing by the Council pursuant to paragraph 2.8 above.
- 2.13 The Owner shall ensure that the obligations contained in the ESOP are included in documentation issued to all Occupiers (whether by way of sale, lease or otherwise) of Employment Generating Areas in relation to the Occupation Phase.
- 2.14 The Development shall be operated and Occupied during the Occupation Phase materially in accordance with the ESOP as approved by the Council including any variations to the ESOP as are agreed in writing between the Owner and the Council.

**The cost of the Employment and Skills Plans**

- 2.15 The budgets to be submitted for each ESCP and ESOP as per the requirements of paragraphs 2.4.12 and 2.11.11 shall take into account the total cost of delivering the Employment and Skills Plans which shall be no less than the Employment and Skills Contribution.
- 2.16 Notwithstanding the provisions at paragraph 4.3 hereof should the annual financial reports required to be submitted in accordance with paragraphs 2.1.2(c) and 2.8.2(c) hereof demonstrate that there is at least a 10% shortfall between the costs spent and the budget allocated for delivering each of the Employment and Skills Objectives as set out in the ESCPs and the ESOPs the Owner shall be required to undertake the following:
- 2.16.1 submit to the Council for its approval notification of the Employment and Skills Objectives which have not been undertaken and the amount of the shortfall referred to in paragraph 2.16 hereof which may be due to be paid to the Council;
  - 2.16.2 within (10) Working Days of receipt of each of the Council's written approvals to the information submitted in paragraph 2.16.1 hereof and at the Council's option the Council shall give notice to the Owner to either i) agree a remedial plan with the Council to deliver the Employment and Skills Objectives which should have been delivered by this stage or ii) to pay to the Council the shortfalls between the costs spent and the budget allocated for delivering the Employment and Skills Objectives as set out in the ESCPs and the ESOPs; and

2.16.3 the Owner shall not further Occupy or allow the further Occupation or use of any Employment Generating Area (which has not by the date of the Council's notice of requiring remediation or payment set out in paragraph 2.16.2 hereof been Occupied or used) unless and until the Employment and Skills Objectives have been delivered in accordance with the remedial plan as agreed by the Council pursuant to paragraph 2.16.2 hereof or the shortfalls between the costs spent and the budget allocated for delivering the Employment and Skills Objectives as set out in the ESCPs and the ESOPs have been paid to the Council.

### **3. DELIVERY OF EMPLOYMENT AND SKILLS OBLIGATIONS**

3.1 The Owner covenants with the Council to provide (or to procure the provision of) the following Employment and Skills Obligations over the Employment and Skills Period:

3.1.1 **Employment Opportunities:** (subject to the use of Reasonable Endeavours (E&S)) delivery of:

- (a) the Target Number as specified in the ESCP of Jobs for Lambeth Residents in the Construction Phase (and for the avoidance of doubt that Target Number (unless agreed otherwise) shall be calculated as 25% of the total Jobs forecast in the ESCP less any allowance from that figure arising by virtue of agreement in the ESCP to one or more Target Numbers of Employment Opportunities for Lambeth Residents in the Construction Phase other than Jobs);
- (b) the Target Number(s) (if any) as specified in the ESCP of Employment Opportunities for Lambeth Residents in the Construction Phase other than Jobs;
- (c) the Target Number as specified in the ESOP of Jobs for Lambeth Residents in the Occupation Phase (and for the avoidance of doubt that Target Number (unless agreed otherwise) shall be calculated as 25% of the total Jobs forecast in the ESOP less any allowance from that figure arising by virtue of agreement in the ESOP to one or more Target Numbers of Employment Opportunities for Lambeth Residents in the Occupation Phase other than Jobs); and
- (d) the Target Number(s) (if any) as specified in the ESOP of Employment Opportunities for Lambeth Residents in the Occupation Phase other than Jobs

PROVIDED THAT in default of agreement in the Employment and Skills Plans to the Target Number(s) of Employment Opportunities for Lambeth Residents the Council shall (for the purposes of this Schedule and having regard to matters including the current state of the local labour market, prevailing trends in the construction industry and in the labour market generally and the nature of the Development) deem such Target Number(s) of Employment Opportunities for Lambeth Residents as it considers reasonable (and taking as the starting point the figures corresponding to 25% of the total Jobs that the

Council estimates to be generated by the Development in each of the Construction Phase and the Occupation Phase and making any adjustment to those figures as the Council considers reasonable in respect of the scope for the Development to generate Employment Opportunities other than Jobs); and

3.1.2 **Young People Careers Inspiration Activities:** (subject to the use of Reasonable Endeavours (E&S)) delivery of Young People Careers Inspiration Activities as agreed in the Employment and Skills Plans.

3.2 The Owner shall during the Construction Phase and the Occupation Phase:

3.2.1 Advertise upcoming Job vacancies relating to the Development but specifically in connection with discharge of the Owner's Employment and Skills Obligations through the Council's Communications Channels (either by means of uploading vacancy details directly to the Council's electronic Communications Channels in the manner advised by the Council or (if agreed with the Council) by providing one or more links to an external electronic Communications Channel and/or providing printed promotional material for distribution by the Council) with in all cases minimum deadlines of 5 Working Days for applications for Construction Phase Jobs and 10 Working Days for Occupation Phase Jobs; and

3.2.2 Advertise details of any other types of unfilled Employment Opportunity relating to the Development through the Council's Communications Channels (either by means of uploading application details directly to the Council's electronic Communications Channels in the manner advised by the Council or (if agreed with the Council) by providing one or more links to an external electronic Communications Channel and/or providing printed promotional material for distribution by the Council).

3.3 The Owner shall make available to the Council at all times during the Construction Phase and the Occupation Phase a minimum of one named contact with knowledge of and responsibility for delivery of the Employment and Skills Obligations.

3.4 The Owner covenants that it (and its contractors, sub-contractors and those whom it allows into Occupation of Employment Generating Areas will as a minimum pay all Apprentices engaged during the Construction Phase and during the Occupation Phase the National Minimum Wage for the relevant age group (if aged under 25 years) or the London Living Wage (if aged 25 years or over).

#### **4. MONITORING AND COMPLIANCE**

4.1 The Owner shall

4.1.1 provide to the Council within 10 Working Days of approval of each of the ESCP and the ESOP one or more dates for a face to face meeting with the Council (and such meeting is to take place within 28 Working Days of the relevant approval or within

such other period as is agreed) for the purposes of discussing the performance of the Owner's obligations required by this Schedule and the arrangements for monitoring the delivery of those obligations.

- 4.1.2 provide quarterly updates to the Council on the outputs profiled and achieved in respect of all Employment and Skills Opportunities identified in the Employment and Skills Plans returning the information to the Council through processes required by the Council.
  - 4.1.3 participate (if so requested by the Council) in a minimum of 2 meetings per year during the Construction Phase and the Occupation Phase and agrees that any such meeting may take place on the Application Site if the Council so requests. For the avoidance of doubt any particular meeting may relate to both the Construction Phase and to the Occupation Phase.
  - 4.1.4 provide to the Council (or procure the provision of) through such systems as the Council reasonably requires (which may include the use of an electronic portal) quarterly monitoring data about progress against the Target Number(s) of Employment Opportunities for Lambeth Residents.
- 4.2 The Owner shall submit to the Council for its written approval (or procure the submission of) during the Construction Phase and the Occupation Phase at intervals of 12 months commencing with Implementation (or at such other intervals as are agreed) one or more ES Progress Reports, to include a description of activities undertaken, any variation to any forecast Target Number(s) of Employment Opportunities for Lambeth Residents and/or projected activities and (if requested by the Council in writing) shall also submit for written approval an ES Remedial Plan. The ES Remedial Plan shall be Implemented by the Owner once agreed in writing by the Council. For the avoidance of doubt where any 12 month (or other agreed) interval includes both the Construction Phase and the Occupation Phase the relevant ES Progress Report is to relate to activity during both phases with each Phase clearly identified in such report.
- 4.3 The Owner shall submit to the Council (or procure the submission of) an ES Final Report relating to each of the Construction Phase and the Occupation Phase no later than 3 months after the respective ends of those phases, to include a narrative description of activities undertaken (including performance against the Target Number(s) of Employment Opportunities for Lambeth Residents and any variation to any forecast number thereof and/or projected activities) and a description of outputs and benefits achieved for Lambeth Residents arising from performance of the Employment and Skills Obligations.
- 4.4 The Owner covenants with the Council that:
- 4.4.1 Where the Council acting reasonably (and after having given the Owner written notice of its provisional assessment in respect of the application of this paragraph) considers that any ES Final Report(s) submitted to it and/or such other information as is available to the Council demonstrate that there has been a shortfall in

delivery against any of the Target Number(s) of Employment Opportunities for Lambeth Residents (as set out in the Employment and Skills Plans or in default of specification therein as set out in this Schedule), and where the Owner cannot demonstrate to the satisfaction of the Council that Reasonable Endeavours (E&S) have been used, the Council shall serve written notice on the Owner seeking an ES Compliance Payment;

4.4.2 Where the Owner receives written notice from the Council seeking an ES Compliance Payment, payment will be made by the Owner to the Council within the timescale stipulated in that written notice (which will be not less than 28 Working Days);

4.4.3 The amount of any ES Compliance Payment will be calculated by the Council in accordance with Appendix One of the Council's Employment and Skills Supplementary Planning Document applying to the identified shortfall in delivery of Employment Opportunities for Lambeth Residents the average cost figure per Employment Opportunity as follows:

(a) per Job shortfall: the average cost figure at (a)(iii)/(iv) of Appendix One

(b) per Apprenticeship shortfall: the average cost figure at (a)(i) of Appendix One;

(c) per Employability Support shortfall: the average cost figure at (a)(iii)/(iv) of Appendix One;

(d) per End Use Support for Long-term Unemployed shortfall: the average cost figure at (a)(ii) of Appendix One; and

SUBJECT TO the calculation of any ES Compliance Payment together with any payments in kind provided and shortfall payment made pursuant to this Schedule shall in aggregate not exceed the Employment and Skills Contribution.

4.4.4 For the avoidance of doubt the dispute resolution procedures set out in this Deed apply to the ES Compliance Payment provisions and any ES Compliance Payment that is due in accordance with this paragraph 4 will be Indexed from the date such payment falls due until the date of payment in accordance with the indexation provisions set out in clause 15 of this Deed.

4.4 The Council covenants with the Owner that any ES Compliance Payment received by it shall be applied by the Council to either secure the delivery of:

4.4.1 the employment and skills objectives on the Application Site as set out in the Employment and Skills Plan or failing this

4.4.2 the employment and skills initiatives operating in the London Borough of Lambeth

and that the Owner shall be given (on request) written notice of the manner of application by the Council of any ES Compliance Payment.

- 4.5 The Council shall provide the Owner with an ES Discharge Letter in respect of the Owner's Employment and Skills Obligations (including for these purposes any ES Compliance Payment that is due) once the Council (acting reasonably) is satisfied that those obligations have been complied with.
- 4.6 The Owner shall retain (pending provision by the Council of an ES Discharge Letter) and shall provide to the Council on request the following information about any Lambeth Resident(s) assisted or supported by the measures contemplated in this Schedule (subject always to the requirements of data protection legislation or other legal or regulatory requirements amounting to a barrier to so doing):
- 4.6.1 Name;
  - 4.6.2 Full post code;
  - 4.6.3 Age;
  - 4.6.4 Gender;
  - 4.6.5 Ethnicity;
  - 4.6.6 Disability;
  - 4.6.7 Employment status;
  - 4.6.8 Outcomes achieved such as qualifications gained, certificates awarded, job title and duration, training hours; and
  - 4.6.9 From the date of receipt of written notification thereof, any other category of information as notified by the Council to the Owner.
- 4.7 The Owner shall (subject always to the requirements of data protection legislation or other legal or regulatory requirements) co-operate with any reasonable request on the part of the Council that is designed to facilitate the preparation by the Council (at the Council's expense unless agreed otherwise) of marketing and other communication information about the Council's employment and skills initiatives generally.

**SCHEDULE 5  
COMMUNITY FACILITIES**

**Part 1**

**Temporary Community Resource Centre**

1. The Owner covenants with the Council the following:-
  - 1.1. to construct, Practically Complete and fit out the Temporary Community Resource Centre in accordance with the Temporary Community Resource Centre Planning Permission prior to Implementation of Phase 1 or in any event the first Phase to be Implemented;
  - 1.2. Not to Implement or allow or permit Implementation of Phase 1 or the first Phase to be Implemented until the Temporary Community Resource Centre has been constructed, Practically Completed, fitted out and is ready for Occupation in accordance with the Temporary Community Resource Centre Planning Permission;
  - 1.3. To retain for the use and benefit of the Users the Temporary Community Resource Centre at the Application Site until the Permanent Community Resource Centre has been constructed, Practically Completed, fitted out and made ready for use for the purpose set out in this Deed;
  - 1.4. Following Practical Completion of the construction and fitting out of the Temporary Community Resource Centre, the Owner shall:
    - 1.4.1. manage the access arrangements for Users to use the Temporary Community Resource Centre;
    - 1.4.2. use reasonable endeavours to ensure the Users of the Temporary Community Resource Centre are notified of the access arrangements by way of the display of a notice at the Temporary Community Resource Centre visible to Users and such other methods of communications as the Owner deems suitable; and
    - 1.4.3. not to prevent or limit access for Users of the Temporary Community Resource Centre other than at the following times:-
      - (a) closure of the Temporary Community Resource Centre in case of emergency, for public safety or for security purposes;
      - (b) temporary closure of the Temporary Community Resource Centre for maintenance, repair, renewal, cleaning and other necessary or required works to the Temporary Community Resource Centre;
      - (c) temporary closure of the Temporary Community Resource Centre during the carrying out of works of construction (including development or redevelopment of adjoining buildings and structures or for the placing or replacing of underground services) on grounds that continued use or access to the Temporary Community Resource Centre would be unsafe or otherwise inappropriate.
  - 1.5. Further Provided that (save when the Temporary Community Resource Centre has been constructed fitted out and available for use but circumstances occur which results in a permanent closure):-
    - 1.5.1. any such closure or suspension of use of the Temporary Community Resource Centre shall be of the minimum area and for the minimum period reasonably practicable; and
    - 1.5.2. the Owner shall re-open any area of the Temporary Community Resource Centre which is closed pursuant to this paragraph 1.5 of this Part 1 of Schedule 5 as soon as reasonably practicable.



- 1.6. The Parties hereby agree that the provisions relating to the Temporary Community Resource Centre set out in the preceding paragraphs of Part 1 of this Schedule shall once the Permanent Community Resource Centre has been constructed fitted out and is ready for use for the purpose set out in this Deed shall be deemed to have been met and will no longer apply.

## Part 2

### Permanent Community Resource Centre

1. The Owner covenants with the Council the following:-
  - 1.1. to submit to the Council for its written approval the Permanent Community Resource Centre Management and Access Plan and the Permanent Community Resource Centre Specification prior to Commencement of Site C04;
  - 1.2. that it shall not Commence Above Ground Works relevant to Site C04 unless and until it has received from the Council its written approval to the Permanent Community Resource Centre Specification and the Permanent Community Management and Access Plan following submission by the Owner in accordance with paragraph 1.1 hereof provided that if such approval is not refused within 25 (twenty five) Working Days of submission by the Owner the approval of the Council shall be deemed to have been provided and if refused within such period the Council shall provide written reasons and the process set out in paragraph 1.1 and this paragraph shall be repeated until the said documents have been approved by the Council;
  - 1.3. to construct, Practically Complete, fit out and make ready for Occupation the Permanent Community Resource Centre in accordance with the Permanent Community Resource Centre Specification as approved by the Council prior to the Occupation of any Market Housing Unit within Site C04 beyond the 87<sup>th</sup> New Dwelling to be Occupied within Site C04;
  - 1.4. not to permit or allow any Occupation of any Market Housing Unit within Site C04 beyond the 87<sup>th</sup> New Dwelling to be Occupied within Site C04 unless and until the Permanent Community Resource Centre has been constructed, Practically Completed, fitted out and made ready for Occupation in accordance with the Permanent Community Resource Centre Specification as approved by the Council;
  - 1.5. that the Owner shall maintain and manage the Permanent Community Resource Centre in accordance with the Permanent Community Resource Centre Management and Access Plan as approved by the Council;
  - 1.6. that notwithstanding the requirements of paragraph 1.5 hereof the Owner shall manage the access arrangements to Users in accordance with the terms of the Permanent Community Resource Centre Management and Access Plan and to ensure the Users of the Permanent Community Resource Centre are notified of the access arrangements as set out in the Permanent Community Resource Centre Management and Access Plan as approved by the Council;
  - 1.7. not to prevent or limit access to Users of the Permanent Community Resource Centre other than at the following times:-
    - 1.7.1. closure of the Permanent Community Resource Centre in case of emergency, for public safety or for security purposes;
    - 1.7.2. temporary closure of the Permanent Community Resource Centre for maintenance, repair, renewal, cleaning and other necessary or required works to the Permanent Community Resource Centre;
    - 1.7.3. temporary closure of the Permanent Community Resource Centre during the carrying out of works of construction (including development or redevelopment of adjoining buildings and structures or for the placing or replacing of underground services) on grounds that continued use or access to the Permanent Community Resource Centre would be unsafe or otherwise inappropriate.

- 1.8. Further Provided that (save when the Permanent Community Resource Centre has been constructed and available for use but circumstances occur which results in a permanent closure):-
  - 1.8.1. any such closure or suspension of use of the Permanent Community Resource Centre shall be of the minimum area and for the minimum period reasonably practicable; and
  - 1.8.2. the Owner shall re-open any area of the Permanent Community Resource Centre which is closed pursuant to this paragraph 1.8 of this Part 2 of Schedule 5 as soon as reasonably practicable.

### **Part 3**

#### **Education**

1. The Owner hereby covenants with the Council to undertake a geotechnical survey of the Education Site prior to Implementation and to:
  - 1.1 issue to the Council a copy of the report in respect of such geotechnical survey within 10 Working Days of receipt of the same;
  - 1.2 (without prejudice to paragraph 4.2.6 hereof) to undertake prior to completion of the Education Site Transfer all remediation of Contamination at the Education Site identified by such geotechnical survey which has been caused by MHT since the Stock Transfer Date.
2. Subject to paragraph 3 below the Education Site shall not, unless otherwise agreed by the Council, be developed for use for any purpose other than for Educational Purposes.
3. The Education Site may be redeveloped and/or used for purposes other than Educational Purposes at any time within a 10 year period commencing from the date of this Deed and shall be subject to all necessary planning permissions being granted for such use as may be required.
4. The Owner hereby covenants and undertakes to the Council the following:
  - 4.1 not to further Implement any part of the Site not yet Implemented by the date which is 12 months from the date of this Deed unless and until it has:
    - 4.1.1 completed the works set out at paragraph 4.2; and
    - 4.1.2 has either completed the Education Site Transfer or is otherwise ready willing and able to complete the Education Site Transfer;
  - 4.2 prior to completion of the Education Site Transfer to:
    - 4.2.1 demolish all buildings, structures and erections on and remove all debris from the Education Site leaving the Education Site level with adjoining boundaries with a layer of topsoil;
    - 4.2.2 fence the Education Site with a good and secure security fence and gate access;
    - 4.2.3 ensure the Education Site has access to a connection point for a high voltage electricity supply such connection point being at, within, or adjacent to the boundary of the Education Site;
    - 4.2.4 ensure the Education Site has access to a connection point for telecommunication services at the boundary of the Education Site;
    - 4.2.5 ensure the Education Site has access to a connection point for a water supply and waste water services at the boundary of the Education Site;
    - 4.2.6 remediate or remove any Contamination at the Education Site which has been caused by the Owner since the Stock Transfer Date but for the avoidance of doubt and without prejudice to the Council's statutory rights this obligation does not extend to the removal or remediation of any Historic Contamination or Migratory Contamination;
5. The Owner will notify the Council as soon as reasonably practicable following completion of the works referred to at paragraph 4.2 above and permit the Council access to the Education Site (by appointment within 10 Working Days) to inspect that such works have been carried out. Within 10 Working Days of carrying out such inspection the Council shall confirm in writing to the Owner whether it agrees that such works have been carried out in accordance with paragraph 4.2 above. If there is any dispute as to the fact of whether the works have been carried out in accordance with paragraph 4.2 either party may refer the matter to dispute resolution in accordance with

clause 12 (Resolution of Disputes) of this Deed.

6. The Council and the Owner agree that if following thirteen (13) years from the date of the Education Site Transfer the Council has not developed the whole of the Education Site for Educational Purposes or at any time the Council decides that it no longer requires the part of the Education Site being Site M5 for Educational Purposes then paragraph 2 of this part 3 of this Schedule 5 will be of no further effect and the provisions of clause 12.6 of the Education Site Transfer will apply in respect of Site M5 and the Site M5 Transfer shall be substantially in the form appended at Appendix 4, subject to any amendments that the Council and the Owner agree in writing in their absolute discretion;
7. The Owner shall:
  - 7.1 prior to Commencement of Phase 3 pay to the Council the First Education Payment;
  - 7.2 prior to First Occupation of the Market Housing Units in Phase 3 pay to the Council the Second Education Payment; and
  - 7.3 prior to 50% Occupation of the Market Housing Units in Phase 3 pay to the Council the Third Education Payment.
8. The Owner shall not:
  - 8.1. Commence Phase 3 unless and until the Owner has paid the First Education Payment to the Council as aforesaid;
  - 8.2. Permit First Occupation of the Market Housing Units in Phase 3 unless and until the Owner has paid the Second Education Payment to the Council as aforesaid; and
  - 8.3. Permit First Occupation of more than 50% of the Market Housing Units in Phase 3 unless and until the Owner has paid the Third Education Payment to the Council as aforesaid.
9. The Council and the Owner hereby agree that subject to the completion of the works referred to in paragraph 4.2 as agreed pursuant to paragraph 5 or otherwise determined pursuant to clause 12 (Resolution of Disputes) the Owner shall offer the Education Site to the Council and the Council shall use reasonable endeavours to complete the Education Site Transfer on the Education Site Completion Date (or on such earlier date agreed in writing between the Council and the Owner) and if the Council does not accept and complete the Education Site Transfer within 6 months of the offer of the transfer the obligation on the Owner to transfer the Education Site to the Council shall cease and be of no effect.
10. The Council hereby covenants not to expend or apply the sums referred to in paragraph 7 and 8 otherwise than for educational purposes relating to needs arising from the Development.
11. In the event that the Education Contribution has not been spent or Committed by the Council within thirteen (13) years of the date of the Education Site Transfer then the Council shall within ten (10) Working Days of such date refund to the Owner any part of the Education Contribution which has not been spent or Committed.

**SCHEDULE 6  
PUBLIC REALM AND OPEN SPACES**

**Part 1**

**Public Realm and Park**

**1. Public Realm and Parks – Operational Plan**

The Owner covenants with the Council:-

- 1.1. prior to Implementation of each Phase to be Implemented to submit to the Council for its approval in writing the Public Realm and Parks Management and Access Plan as relevant to that Phase;
- 1.2. without prejudice to the provisions of paragraph 1.1 hereof the Owner shall not Occupy or allow or permit Occupation of any more than 75% of the Market Housing Units on Site F unless and until all of the Public Realm and Parks have been laid out, Practically Completed and are ready and available for use to the Council's reasonable satisfaction;
- 1.3. not to Implement or allow Implementation of each Phase to be Implemented until it has received written confirmation from the Council of its approval to the Public Realm and Parks Management and Access Plan as relevant to that Phase;
- 1.4. subject to paragraph 2 of Part 1 of this Schedule to lay out, Practically Complete and make ready for use the Public Realm and Parks within the timescales set out in the Public Realm and Parks Management and Access Plan as approved by the Council;
- 1.5. not to manage and maintain or facilitate access through the Public Realm and Parks otherwise than in accordance with the relevant Public Realm and Parks Management and Access Plan as approved in writing by the Council;
- 1.6. not to undertake works to the areas within the Public Realm and Parks otherwise than in accordance with the Public Realm and Parks Management and Access Plan as approved in writing by the Council; and
- 1.7. to ensure the Public Realm and Parks are managed and maintained and access to members of the public and emergency services by foot, vehicle or bicycle as appropriate is facilitated not otherwise than in accordance with the Public Realm and Parks Management and Access Plan as approved in writing by the Council.

**2. Phased Delivery of Public Realm**

The Owner covenants with the Council the following:

- 2.1. To lay out, Practically Complete and make ready for use the elements of the public realm on the Gyratory in accordance with the Public Realm and Parks Management and Access Plan (unless otherwise agreed in writing by the Council) prior to the Occupation of the first New Dwelling to be Occupied within Site C05.

- 2.2. Not to undertake or permit first Occupation of any New Dwellings within C05 unless and until the elements of the public realm on the Gyrotory have been laid out or constructed, Practically Completed and made ready for use in accordance with paragraph 2.1 of Part 1 of this Schedule.
- 2.3. To lay out, Practically Complete and make ready for use the elements of the Public Realm on Tierney Gardens in accordance with the Public Realm and Parks Management and Access Plan prior to the Occupation of the first New Dwelling to be Occupied within Site E.
- 2.4. Not to undertake or permit first Occupation of any New Dwellings to be Occupied within Site E unless and until the elements of the Public Realm on Tierney Gardens have been laid out or constructed, Practically Completed and made ready for use in accordance with paragraph 2.3 of Part 1 of this Schedule.
- 2.5. To lay out, turf and make ready for use the Crescent Portion in accordance with the Public Realm and Parks Management and Access Plan (unless otherwise agreed in writing by the Council) prior to Commencement of Phase 2.
- 2.6. Not to Commence any Development within Phase 2 unless and until the Crescent Portion has been laid out, turfed and made ready for use in accordance with paragraph 2.5 of Part 1 of this Schedule.
- 2.7. To lay out Practically Complete and make ready for use the Crescent in accordance with the Public Realm Parks and Management Access Plan prior to Commencement of Phase 3.
- 2.8. Not to Occupy Phase 3 unless and until the Crescent has been laid out Practically Completed and made ready for use in accordance with paragraph 2.7 of Part 1 of this Schedule 6.

## **Part 2**

### **Public Realm and Park Public Access**

The Owner covenants with the Council the following:

1. following the construction, laying out and Practical Completion of the Public Realm and Parks in relation to each Phase the Owner will make the Public Realm and Parks shown in Plan 3 and Plan 4A available for public pedestrian access every day, 24 hours a day throughout the year subject to:
  - 1.1. any other provisions within the approved Public Realm and Parks Management and Access Plan;
  - 1.2. closure in case of emergency;
  - 1.3. temporary closure for maintenance, repair, renewal, cleaning and other necessary or required works;
  - 1.4. temporary closure during the carrying out of works of construction (including development or redevelopment of adjoining buildings and structures for the placing or replacing of underground services) where continued public pedestrian access would be unsafe or otherwise inappropriate;

- 1.5. occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;
- 1.6. exclusion of individuals in the interests of crime prevention or public order; or
- 1.7. public rights of access being in common with the Owner, the owners, tenants and occupiers of any part of the Development

PROVIDED THAT save in the case of emergency closure in circumstances referred to in sub-paragraphs 1.2 and 1.4 of Part 2 of this Schedule shall (unless otherwise agreed) be on not less than five (5) Working Days prior notice to the Council

AND FURTHER PROVIDED THAT

- 1.8. any such closure and suspension of public access shall be of the minimum area and for the minimum period reasonably practicable; and
- 1.9. the Owner shall use reasonable endeavours to re-open any area of land closed pursuant to this paragraph as soon as reasonably possible.

### **Part 3**

#### **Movement**

##### **1. The Permeability Plan and Internal Routes Specification**

The Owner hereby covenants with the Council the following:

- 1.1. to submit to the Council for its written approval prior to Implementation of each Phase a Permeability Plan, the Internal Routes Specification and the Internal Routes Management and Access Plan in respect of such Phase;
- 1.2. Subject to being in receipt of notice from the Council requiring further information or amendments to the relevant draft Permeability Plan and/or Internal Routes Specification and/or Internal Routes Management and Access Plan to submit revisions/further information to the relevant Permeability Plan and/or Internal Routes Specification and/or the Internal Routes Management and Access Plan until each have been approved in writing by the Council;
- 1.3. Not to Implement the relevant Phase until it has received the Council's written approval to the Permeability Plan, Internal Routes Specification and Internal Routes Management and Access Plan relevant to that Phase;

##### **2. North/South Route and East/West Route**

The Owner hereby covenants with the Council the following:

- 2.1. prior to Commencement of Above Ground Works for any Phase to lay out, Practically Complete and make ready for use the E/W & N/S Routes Works in accordance with the Internal Routes Specification as approved in writing by the Council;



- 2.2. not to Commence Above Ground Works for any Phase unless and until the E/W & N/S Routes Works have been laid out, Practically Completed and made ready for use in accordance with the approved Internal Routes Specification.

**3. Movement Routes (excluding the E/W Route and the N/S Route)**

The Owner hereby covenants with the Council the following:

**3.1. Delivery of the Movement Routes:**

- 3.1.1. prior to Commencement of each Phase to lay out, Practically Complete and make ready for use the Temporary Movement Routes Works for each Phase not otherwise than in accordance with the Internal Routes Specification as approved in writing by the Council;
- 3.1.2. not to Commence each Phase unless and until the Temporary Movement Routes Works for the relevant Phase has been laid out, Practically Completed and made ready for use in accordance with the Internal Routes Specification as approved in writing by the Council;
- 3.1.3. prior to Occupation of 75% of the New Dwellings in each Phase to lay out, Practically Complete and make ready for use the Permanent Movement Routes Works for that Phase in accordance with the Internal Routes Specification for the relevant Phase as approved in writing by the Council; and
- 3.1.4. not to Occupy or allow or permit Occupation of more than 75% of the New Dwellings in each Phase unless and until the Permanent Movement Routes Works for that Phase have been laid out, Practically Completed and made ready for use in accordance with the Internal Routes Specification for the relevant Phase as approved in writing by the Council.

**4. All Movement Routes**

The Owner hereby covenants with the Council the following:

- 4.1. to ensure that the Movement Routes are designed and built to meet or exceed the Council's adoptable standards;
- 4.2. prior to first Occupation of each Core to substantially complete the Movement Routes Access for the relevant Core in accordance with the Internal Routes Specification as approved by the Council;
- 4.3. not to Occupy or allow Occupation of any Core until the Movement Routes Access in respect of such relevant Core has been Practically Completed to the Council's reasonable satisfaction;
- 4.4. to ensure that following Practical Completion of each Movement Routes Access such access is to remain available and accessible for pedestrians, cyclists, users of motor vehicles and emergency services in accordance with the relevant Permeability Plan which includes details of the Movement Routes Access;

- 4.5. not to occupy or allow Occupation of more than 75% of the New Dwellings across the Development unless and until the Movement Routes (excluding the E/W Route and N/S Route) have been Practically Completed in accordance with the Internal Routes Specification as approved in writing by the Council;
- 4.6. to ensure that all of the Movement Routes for each Phase remain available and accessible for pedestrians and cyclists in accordance with the relevant Permeability Plan for each Phase once the Movement Routes has been laid out, Practically Completed and made ready for use and in the event a relevant Movement Route must be closed or access obstructed for any reason to ensure an alternative route is provided such route to be approved in advance and in writing by the Council;
- 4.7. the Movement Routes and Movement Routes Access will be designed and constructed such as to facilitate access to utility provision, as reasonably required by utility providers;
- 4.8. the Movement Routes and Movement Routes Access will be designed and constructed to enable unobstructed use by emergency vehicles;

**5. Management Maintenance and Access to the Movement Routes**

The Owner hereby covenants with the Council the following:

- 5.1. to undertake the works, management, maintenance, lighting, cleansing and general upkeep to all of the Movement Routes and the Movement Routes Access for each Phase not otherwise than in accordance with the Internal Routes Management and Access Plan as approved in writing by the Council (subject to any variations that may be agreed in writing between the Council and the Owner from time to time);
- 5.2. to allow public access on foot or bicycle for the life of the Development to each area of the Movement Routes and the Movement Routes Access in accordance with the Internal Routes Management and Access Plan as approved in writing by the Council PROVIDED THAT the Owner may subject to at least 14 (fourteen) days' advance notice being given to the Council in writing (except for in the case of paragraphs 5.2.2 and 5.2.3 hereof), close and/or prevent public use or access to the land forming part of the Movement Routes for reasons including:
  - 5.2.1.the maintenance, repair, renewal, cleaning or other required works to the Movement Routes;
  - 5.2.2.in cases of emergency or danger to the public;
  - 5.2.3.in the interests of security;
  - 5.2.4.any other sufficient cause approved by the Council;
  - 5.2.5.the maintenance, repair, renewal, cleaning or other required works to the Development abutting the Movement Routes (including works of shop fitting or other structural or non-structural works and/or alterations) which may cause or present a danger to the public;
  - 5.2.6.the withdrawal of areas used in association with the Development for tables, chairs, planters, screens and other structures subject to securing written approval from the Council; and

- 5.2.7.any temporary closure required in connection with works to an adjoining adopted highway PROVIDED THAT any such closures be subject to advance approval in writing by the Council, affect a small area of the Movement Routes for the minimum period of time (being not more than three consecutive days at a time) and the Owner shall if required provide alternative means of access and egress to prevent delays in the flow of traffic;
- 5.3. The Owner may, by agreement with the Council, make and enforce such reasonable rules and regulations governing access to the Movement Routes as it may from time to time consider necessary and appropriate to control the use of the Movement Routes and shall send to the Council by way of consultation before they are brought into force a copy of any rules and regulations so made and shall inform the Council in writing of any changes that may from time to time be made to the said rules and regulations before they are brought into force;
- 5.4. Within 10 Working Days of Practical Completion of each Movement Route and Movement Route Access to grant a Public Right of Way over the Movement Routes;
- 5.5. Not to Occupy any further Market Dwellings within the relevant Core (in respect of the Movement Routes Access) or Phase (in respect of the Movement Routes) which has not yet been Occupied or Sold on the date which is ten (10) Working Days following Practical Completion of the Movement Routes and Movement Routes Access unless and until a Public Right of Way has been granted over the respective Movement Routes Access and Movement Routes;
- 5.6. For the avoidance of doubt none of the Movement Routes or the Movement Routes Access are to be adopted by the Council;
- 5.7. The Owner shall provide written details to the Council of the Management Company (if appointed) responsible for managing the Movement Routes and the Movement Routes Access , such detail to include a copy of the certificate of incorporation, its structure and funding plans;
- 5.8. The Owner shall ensure that the Movement Routes and the Movement Routes Access from the time of laying out to the time of Practical Completion are maintained by the Owner until such time as they are transferred to the Management Company (if any) PROVIDED THAT it is agreed that it shall be a term of the appointment of the Management Company (if any) that the transfer is on the condition that they shall manage and maintain the Movement Routes and the Movement Routes Access in accordance with the Internal Routes Management and Access Plan as approved in writing by the Council; and
- 5.9. To the extent such matters are within the Owner's control not to wind up the Management Company (if any) or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.

## **Part 4**

### **MUGA**

The Owner hereby covenants with the Council the following:

1. to lay out, Practically Complete and make available for use the Central Park MUGA in accordance with the timescales set out in the Public Realm and Parks Management and Access Plan as relevant to Phase 2 to the reasonable satisfaction of the Council
2. not to Commence Phase 3 unless and until the Central Park MUGA has been laid out, Practically Completed and made ready and available for use in accordance with paragraph 1 hereof;
3. to lay out, Practically Complete and make available for use the Site E MUGA in accordance with the timescales set out in the Public Realm and Parks Management and Access Plan as relevant to Phase 4 to the reasonable satisfaction of the Council;
4. not to Occupy or permit or allow Occupation of more than 75% of the Market Housing Units to be Occupied in Site F unless and until the Site E MUGA has been laid out, Practically Completed and is ready and available for use in accordance with paragraph 3 hereof;
5. to ensure the MUGA are kept open for public access in accordance with the relevant Public Realm and Parks Management and Access Plan PROVIDED THAT the Owner may subject to at least 14 (fourteen) days' advance notice being given to the Council in writing (except for in the case of paragraphs 5.1.5 and 5.1.6 hereof), close and/or prevent public use or access to the MUGA or any part of the MUGA for reasons including:
  - 5.1. the maintenance, repair, renewal, cleaning or other required works to any parts of the MUGA;
  - 5.2. the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or buildings or any services or service media serving such building or buildings now or hereafter on the land adjoining the MUGA or any part thereof (including the erection of scaffolding);
  - 5.3. temporary closure during the carrying out of works of construction (including development or redevelopment of adjoining buildings and structures for the placing or replacing of underground services) where continued public access would be unsafe or otherwise inappropriate;
  - 5.4. the rebuilding or redevelopment of any part or parts of the land adjoining the MUGA (or any part) including the Development;
  - 5.5. in cases of emergency or danger to the public;
  - 5.6. in the interests of security;
  - 5.7. exclusion of individuals in the interests of crime prevention or public order; and
  - 5.8. any other cause approved by the Council.

**SCHEDULE 7**  
**HIGHWAY IMPROVEMENTS AND TRAFFIC MANAGEMENT**

**Part 1**

**Council's Highway Works**

1. The Owner shall:
  - 1.1. Not Commence or permit or allow construction of any Phase of the Development unless and until it has entered into the Council's Section 278 Agreement with the Council to undertake the Council's Highway Works in respect of each Phase of the Development;
  - 1.2. Practically Complete each part of the Council's Highway Works, in accordance with the timeframes set out in paragraph 1.3 below;
  - 1.3. undertake and Practically Complete the works as described in (a) to (c) of the Council's Highway Works before Occupation of Phase 2 in accordance with the Council's Section 278 Agreement and the works as described in (d) of the Council's Highway Works in relation to any Phase shall be undertaken and Practically Completed before the first Occupation of any New Dwellings in the Phase to which the works relate and in accordance with the Council's Section 278 Agreement unless agreed otherwise in writing by the Council; and
  - 1.4. not Occupy any New Dwelling in any Phase until the Council's Highway Works for that Phase have been Practically Completed in accordance with the Council's Section 278 Agreement.

**Part 2**

**TfL's Highway Works**

1. The Owner shall:
  - 1.1. carry out the Micro-Simulation Modelling Study; and
  - 1.2. submit the Micro-Simulation Modelling Study to TfL for its approval in writing (following consultation with the Council) for the purpose of finalising the extent of the TfL Highway Works;  
  
prior to Implementation of Phase 2.
2. The Owner must not Implement Phase 2 until it has:
  - 2.1. carried out the Micro-Simulation Modelling Study; and
  - 2.2. obtained TfL's approval in writing (following consultation with the Council) of the Micro-Simulation Modelling Study;
3. The Owner shall enter into the TfL Section 38 and 278 Agreement with TfL following the approval by TfL in writing of the Micro-Simulation Modelling Study and provide the Council with a certified copy of the completed TfL Section 38 and 278 Agreement prior to Occupation of more than 50% of the New Dwellings within Phase 2.
4. The Owner must not Occupy (or allow Occupation of) more than 50% of the New Dwellings within Phase 2 until it has entered into the TfL Section 38 and 278 Agreement and provided the Council with a certified copy of the TfL Section 38 and 278 Agreement.

5. The Owner must not Occupy (or allow Occupation) of any of:
  - 5.1 Site CO3 in Phase 3 until the works as described in (b) of the TfL Highway Works have been Practically Completed in accordance with the TfL Section 38 and 278 Agreement;
  - 5.2 Any Phase or Phases until the works as described in (d) of the TfL Highway Works concerning such Phase or Phases has been Practically Completed for the Phase or Phases in accordance with the TfL Section 38 and 278 Agreement.
- 6 The Owner must not Occupy (or allow Occupation) of more than 75% of the New Dwellings within Phase 2 until the works as described in (a) and (c) of the TfL Highway Works have been Practically Completed in accordance with the TfL Section 38 and 278 Agreement.
- 7 Where the Owner undertakes the TfL Highway Works, they must be carried out so as to ensure adequate operational bus standing (to TfL's reasonable satisfaction) are maintained throughout construction of the Development.

### **Part 3**

#### **Bus Driver Facilities**

1. The Owner shall submit to TfL for its approval in writing (following consultation with the Council) a Bus Driver Facilities Scheme prior to Implementation of Phase 2.
2. The Owner must not Implement Phase 2 until TfL has approved (following consultation with the Council) a Bus Driver Facilities Scheme in writing.
3. The Owner must implement and comply with the Bus Driver Facilities Scheme approved under paragraphs 1 and 2 (unless otherwise agreed in writing with TfL) to ensure Bus Driver Facilities remain fully operational during and following construction of the Development.
4. The Owner shall complete with TfL prior to the bus standing to be provided as part of the TfL Highway Works being Practically Completed:
  - 4.1 in the case of any temporary Bus Driver Facilities provided during construction of the Development in accordance with the Bus Driver Facility Scheme approved under paragraphs 1 and 2, a lease or licence at a peppercorn rent and on other reasonable terms to be agreed; and
  - 4.2 in the case of permanent Bus Driver Facilities provided in accordance with the Bus Driver Facility Scheme approved under paragraphs 1 and 2, a lease for a term of 999 years at a peppercorn rent and on other reasonable terms to be agreed,

to ensure TfL has access to and can use any Bus Driver Facilities provided under the Bus Driver Facility Scheme approved under paragraphs 1 and 2 in a manner appropriate to its operational needs.
5. The Owner must not procure a Certificate of Practical Completion to demonstrate Practical Completion of the bus standing to be provided as part of the TfL Highway Works until it has completed with TfL:
  - 5.1 in the case of any temporary Bus Driver Facilities provided during construction of the Development in accordance with the Bus Driver Facility Scheme approved under paragraphs 1 and 2, a lease or licence at a peppercorn rent and on other reasonable terms to be agreed;

- and
- 5.2 in the case of permanent Bus Driver Facilities provided in accordance with the Bus Driver Facility Scheme approved under paragraphs 1 and 2, a lease for a term of 999 years at a peppercorn rent and on other reasonable terms to be agreed,
  6. To ensure TfL has access to and can use any Bus Driver Facilities provided under the Bus Driver Facility Scheme approved under paragraphs 1 and 2 in a manner appropriate to its operational needs, the Owner shall provide to the Council written evidence that TfL has confirmed that TfL is satisfied that the Bus Driver Facility Scheme has been implemented and complied with in full by the Owner prior to the Development being Practically Completed.
  7. The Owner must not Occupy Phase 2 until it has provided to the Council written evidence that TfL has confirmed that TfL is satisfied that the Bus Driver Facility Scheme has been implemented and complied with in full by the Owner.

#### **Part 4**

##### **Section 1 Highway works**

1. The Owner shall continue to maintain the Section 1 Highway to an adoptable standard and to make the Section 1 Highway available for public access in perpetuity unless and until the Section 1 Highway (or part thereof) is either dedicated as a highway maintainable at public expense or adopted by any other means whereupon responsibility for maintenance and public access of those parts of Section 1 Highway dedicated or adopted as public highway shall become that of the relevant highway authority.
2. Subject to paragraph 3 if the Owner seeks dedication of Phase 1A Highway as highway maintainable by the Council at public expense or adoption of the Phase 1A Highway by the Council through any other means such application shall be subject to the following:
  - 2.1 the Owner will submit to the Council an abortive costs undertaking and shall cover all costs and disbursements to be incurred by the Council in securing adoption of the Phase 1A Highway all such costs to be agreed between the Council and the Owner and failing agreement shall be subject to Clause 12 (Resolution of Disputes) of this Deed, together with their notice, request or application for the Council to adopt the Phase 1A Highway.
  - 2.2 the Owner will pay to the Council, within 10 Working Days of any notice, application or request served on the Council or the relevant highway authority pursuant to paragraph 2 hereof the Commuted Maintenance Sum such sum to be agreed between the Council and the Owner and failing agreement shall be subject to Clause 12 (Resolution of Disputes) of this Deed.
  - 2.3 the Owner will engage an independent third party as approved in advance and in writing by the Council (such approval not to be unreasonably withheld or delayed) to carry out non-destructive testing of the constructed road, drainage and lighting comprising Phase 1A Highway to supplement its as-built drawings. The Owner will also submit to the Council the written results of such testing within 10 Working Days of receipt by the Owner of the test results.

- 2.4 The Owner will within three (3) months of the report of the independent third party as referred to in paragraph 2.3 hereof undertake the remediation of all defects identified by the tests and carry out any additional works necessary to create a legible demarcation between the Phase 1A Highway and the land which is to be retained by the Owner as private land which is not proposed to be subject to adoption.
  - 2.5 The Owner will give written notice to the Council of the completion of the works referred to in paragraph 2.4 and the independent third party appointed pursuant to paragraph 2.3 will be engaged to re-inspect the Phase 1A Highway to confirm that such works have been carried out by the Owner.
3. It is agreed by the Council that if an agreement is entered into by the Council or relevant highway authority and the Owner for the adoption of the Phase 1A Highway the terms of that agreement shall govern the adoption of the Phase 1A Highway and paragraph 2 shall be of no effect.



**SCHEDULE 8  
TRANSPORT**

**Part 1**

**Bus Improvements**

1. The Owner shall pay the Bus Infrastructure Contribution to the Council prior to Practical Completion of Phase 1.
2. The Owner must not procure a Certificate of Practical Completion to demonstrate Practical Completion of Phase 2 has taken place until the Owner has paid the Bus Infrastructure Contribution to the Council in accordance with paragraph 1.
3. Subject to paragraph 5, the Owner shall pay the Bus Services Contribution to the Council prior to Commencement of Phase 3.
4. Subject to paragraph 5, the Owner must not Commence Phase 3 until the Owner has paid the Bus Services Contribution to the Council in accordance with paragraph 3.
5. In the event that TfL reasonably considers that the Development is causing material impacts on the local bus network (in terms of demand) earlier than anticipated such that the Bus Services Contribution is required to be paid early, the following procedure shall apply:
  - 5.1. TfL shall notify the Owner and the Council that it considers the Bus Services Contribution is required to be paid early due to increased demand on the local bus network and provide reasonable evidence of the same;
  - 5.2. the Owner and the Council may within 30 Working Days of receiving such notice make representations to TfL on the evidence provided;
  - 5.3. TfL must take into account any representations received by the Owner and the Council and shall notify the Owner and Council as to whether it still considers the Bus Services Contribution is required to be paid early;
  - 5.4. in the event the notice served under sub-paragraph (c) confirms TfL no longer considers the Bus Services Contribution is required to be paid early, paragraphs 3 and 4 and this paragraph 5 shall continue to apply as they did before the service of the notice under sub-paragraph (a); and
  - 5.5. in the event the notice served under sub-paragraph (c) confirms TfL still considers the Bus Services Contribution should be paid early, the Owner shall pay the Bus Services Contribution to the Council within 30 Working Days of receipt of the notice and the obligations in paragraphs 3 and 4 no longer apply.
6. The Council shall pay the Bus Infrastructure Contribution and Bus Services Contribution to TfL within 90 Working Days of receipt from the Owner.

## **Part 2**

### **Car Parking Provision, Control and Management**

#### **1. Submission of a Car Parking Management Plan**

##### **1.1. The Owner shall:**

- 1.1.1. submit the Car Parking Management Plan to the Council for its approval before first occupation of any New Dwelling within Phase 1 and submit updated versions every two years thereafter;
- 1.1.2. not Practically Complete Phase 1 until the Council has approved the Car Parking Management Plan in writing;
- 1.1.3. review the Car Parking Management Plan every two years after the date of the approval of the Council pursuant to paragraph 1.2 above throughout the lifetime of the Development until a further two years after Practical Completion of the whole Development ("Car Parking Management Plan Review Period") and submit a revised Car Parking Management Plan to the Council for its approval during the Car Parking Management Plan ,such plan in its approved form being referred to herein as the "Revised Car Parking Management Plan"; and
- 1.1.4. implement and observe the requirements and obligations set out in the Revised Car Parking Management Plan (or such amended plan as may be agreed by the Council and the Owner from time to time) during the Car Parking Management Plan Review Period.

#### **2. Designated off street parking**

In allocating the first Occupation of New Dwellings the Owner shall use reasonable endeavours to give priority to allocating New Dwellings that have designated off street Car Parking Spaces to Existing Residents and at that time owned a car and expressed a preference for such a New Dwelling.

#### **3. Permit Free**

##### **3.1. The Owner covenants with the Council as follows:**

- 3.1.1. Subject to paragraph 6 below, to procure that prior to Occupation of any part of the Development each new occupier of a New Dwelling and a Commercial Unit is informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
  - a) be granted a permit issued by the Council to park a vehicle in a CPZ; and
  - b) buy a contract to park within any car park owned, controlled or licensed by the Council.

##### **3.2. Paragraph 3 above shall not apply in respect of:**

- 3.2.1. any new occupier of a New Dwelling who is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970; or
- 3.2.2. any new occupier of a New Dwelling who was resident on the Application Site prior to the date of this Deed.

- 3.3. The Owner for itself and its successors in title to the Sites hereby acknowledges that the provisions in Paragraph 3 of this part of this Schedule shall continue to have effect in perpetuity.

### **Part 3**

#### **Cycle Infrastructure Contribution**

1. The Owner shall pay the Cycle Infrastructure Contribution to the Council prior to Implementation of the Development.
2. There will be no Implementation of the Development until the Owner has paid the Cycle Infrastructure Contribution to the Council in accordance with paragraph 1 above.
3. The Council shall pay the Cycle Infrastructure Contribution to TfL within 90 Working Days of receipt from the Owner.
4. TfL is under no obligation to fund, or seek funding, above and beyond the Cycle Infrastructure Contribution for the purposes of implementing recommendations set out in the Cycle Infrastructure Study.

#### **Part 4**

##### **CPZ Contribution**

1. The Owner shall pay the CPZ Contribution to the Council prior to the Commencement of Phase 2.
2. There will be no Commencement of Phase 2 until the Owner has paid the CPZ Contribution to the Council in accordance with paragraph 1 above.

## **Part 5**

### **Car Club**

1. The Owner shall prior to Implementation of each Phase submit the Car Club Scheme for the operation of the Car Club to the Head of Development Management for his/her approval.
2. The Planning Permission shall not be Implemented in a Phase unless and until the Car Club Scheme has been approved by the Head of Development Management for that Phase.
3. The Owner shall procure the establishment and promotion of a Car Club at the Application Site in accordance with the Car Club Scheme as approved pursuant to paragraph 1.
4. The Owner shall offer one free Car Club Membership for a period of at least 3 (three) years to the Occupier of each New Dwelling upon the first Occupation of that New Dwelling in accordance with the details specified in the Car Club Scheme PROVIDED THAT such memberships shall relate to the occupation of the New Dwellings rather than be personal to individual residents unless otherwise agreed in writing by the Head of Development Management and PROVIDED THAT there is at least one occupier of the New Dwelling who is eligible for membership under the rules of the applicable Car Club.
5. The Owner shall notify the Council in writing in the event that the Car Club Operator no longer wishes to utilise one or more of the Car Club Spaces within the Development and use reasonable endeavours to secure another Car Club Operator. If at the end of six months from that notification to the Council another Car Club Operator is not appointed the Owner shall agree alternative parking mitigation measures within the London Area at the cost of the Owner and for the avoidance of doubt the Car Club Spaces shall not be used otherwise than for purposes of a Car Club save as otherwise agreed with the Council.
6. The Owner shall not later than two years after the approval of the Car Club Scheme Survey submit a revised Car Club Scheme to the Council for its approval in writing such scheme in its approved form being referred to herein as the "Revised Car Club Scheme".
7. Subject to paragraph 5, the Owner shall implement and observe the requirements and obligations set out in the Revised Car Club Scheme (or such amended scheme as may be agreed by the Council and the Owner from time to time) for as long as any part of the Development shall be occupied.

## Part 6

### Travel Plan

1. The Owner shall:
  - 1.1. Prior to the Implementation of each Phase submit to the Council for its approval a draft interim travel plan, such travel plan to set out the principles and strategy for development of the Travel Plan for that Phase which shall include measures and initiatives designed to reduce the overall need for people living at or visiting the Development to travel by car and instead to encourage the use of public transport, cycling and walking together with detailed proposals for a survey of travel patterns of a sample of persons living at or visiting the Development together with a timetable for the implementation of each such element (such travel plan in its approved form being referred to herein as the “**Approved Interim Travel Plan**”);
  - 1.2. the Owner shall procure or arrange to be procured a Travel Survey to a specification to be agreed by the Council but which would allow inclusion on the TRICS Database and which cover an agreed percentage of residents of the Application Site such survey to be carried out following completion of each phase of the development;
  - 1.3. the Owner shall implement and observe the requirements and obligations set out in the Approved Interim Travel Plan in accordance with the timetable set out therein until such time as the Travel Plan has been approved by the Council;
  - 1.4. the Owner shall one year after Implementation of each Phase undertake the survey described in the Approved Interim Travel Plan;
  - 1.5. the Owner shall not later than two years after the first Travel Survey submit a revised travel plan (which shall be prepared having regard to the results of the said survey) to the Council for its approval such plan in its approved form being referred to herein as the “Revised Travel Plan”; and
  - 1.6. the Owner shall implement and observe the requirements and obligations set out in the Revised Travel Plan (or such amended plan as may be agreed by the Council and the Owner from time to time) for as long as any part of the Development shall be occupied.
2. The Owner shall:
  - 2.1. within one month of the date of the first Occupation of Phase 1 nominate a sustainable travel co-ordinator who is an employee of the Owner who will be responsible for the Travel Plan until the date which is ten years from the date of Occupation of 50% of the New Dwellings on Phase 4;
  - 2.2. require the sustainable travel co-ordinator to liaise with the tenants and occupiers of the Development to establish monitoring arrangements to annually review the effectiveness of the Travel Plan for a period until the date which is ten years from the date of Occupation of 50% of the New Dwellings on Phase 4 and to provide such information to the Council;

- 2.3. in the event that the monitoring arrangements show deficiencies in the Travel Plan to require the sustainable travel co-ordinator to use Reasonable Endeavours to identify and implement additional initiatives; and
- 2.4. encourage occupiers of the Development to implement and observe the Travel Plan in accordance with their obligations under paragraph 1.
3. The Owner shall pay the Travel Plan Monitoring Fee to the Council prior to Implementation of Phase 1.
4. There will be no Implementation of Phase 1 until the Owner has paid the Travel Plan Monitoring Fee to the Council in accordance with Paragraph 3 above.



**SCHEDULE 9**  
**PUBLIC ART AND CULTURE**

The Owner covenants with the Council the following:

1. Within six months of the Implementation Date the Owner will establish a Committee (the “Public Art Committee”) whose brief will be to draw up an agreed scheme for the provision of Public Art to be incorporated into the Development (such scheme being referred to as the “Agreed Scheme for Public Art”) and to incorporate a phasing programme for the delivery of public art by reference to each Phase
2. The Owner at its own cost but as part of the Public Art Costs shall ensure that either Metropolitan’s Neighbourhood Investment Team will run the process or a Public Art Consultant will be instructed to develop the Public Art Strategy working in conjunction and under the scrutiny of the Public Art Committee and ensuring involvement of the local residents and wider community;
3. The Owner shall ensure the Public Art Strategy is agreed by the Public Art Committee and submitted to the Council for its written approval within 1 (one) year of the formation of the Public Art Committee
4. The Public Art Committee will formulate proposals including shortlisting and commissioning appropriate arts consultants and artist(s) to put forward suggestions for the Agreed Scheme for Public Art.
5. It is agreed that the total cost to be incurred by the Owner in
  - 5.1 the development of the Public Art Strategy and the procurement and installation of the Public Art (with the installation to be undertaken as per the delivery programme which is to be included in the Public Art Strategy shall be not less than £700,000 (seven hundred thousand pounds); This shall include:
    - 5.1.1 Resident and Community Involvement in process with way finding and signage;
    - 5.1.2 Proposed locations for Public Art;
    - 5.1.3 Form of proposed public art work(s) or individualised art and design solutions incorporated into the fabric of the Development;
    - 5.1.4 Details/design of art work(s) (indicative);
    - 5.1.5 Proposed delivery programme; and
    - 5.1.6 Details of the on-going arts programme by Metropolitan Neighbourhood Investment, which includes (but is not limited to) measures such as Counter Point Arts; School Engagement Programme; Partnerships with local galleries; performance projects; and cultural art exchange programmes.
  - 5.2 the provision of standalone work(s) of public art as follows:
    - 5.2.1 the incorporation of stand-alone, temporary or permanent works of art within the Development; or
    - 5.2.2 the use of individualised art and design solutions which are incorporated into the fabric of the Development;at the locations shown on the Public Art Strategy (with potential opportunities to include

seating, paving, railings, wayfinding, landscape structures, lighting and manifestations to foyers/entrances to buildings) all to be provided by the Owner at not less than £125,000 (one hundred and twenty five thousand pounds);

6. Prior to the Practical Completion of the Development the Owner will procure the completion, placing and unveiling of the stand-alone work(s) of art commissioned in accordance with the Agreed Scheme for Public Art.

#### **Stretcher Railings**

7. To ensure provisions are made for the retention and refurbishment of the Site E Stretcher Railings as agreed in advance with the Council.
8. To carry out or procure the carrying out of the Stretcher Railing Maintenance Works at least once every 10 years from the date of Practical Completion of Site E.

**SCHEDULE 10**  
**ENVIRONMENTAL SUSTAINABILITY INFRASTRUCTURE AND BUILDING PRACTICE**

**Reduction in Carbon Emissions**

1. The Owner covenants the following with the Council:

**Assessment of Buildings**

- 1.1 to undertake and complete prior to the issue of the Certificate of Practical Completion for each completed Building an assessment of the energy performance of the completed Building pursuant to the requirements of the Energy Strategy Review;
- 1.2 subject to being in receipt of notice from the Council reasonably requiring further information or amendments to the relevant Energy Strategy Review to submit revisions/further information to the relevant Energy Strategy Review until it has been approved in writing by the Council;
- 1.3 to ensure that the Energy Strategy Review for each completed Building are accumulated for the respective Phase within which the completed Building is located and forms part of the Energy Strategy Review which will be undertaken for each Phase as set out in paragraphs 1.4 – 1.19 hereof;

**Phase 1**

- 1.4 to undertake and submit to the Council for its written approval on or before Occupation of 50% of the last Building to be Occupied within Phase 1 the Energy Strategy Review;
- 1.5 not to Occupy or permit or allow Occupation of more than 50% of the last Building to be Occupied within Phase 1 unless and until the Energy Strategy Review pursuant to paragraph 1.4 hereof has been submitted to and approved in writing by the Council;
- 1.6 within three months of written approval by the Council of the Energy Strategy Review for Phase 1 to pay to the Council the Carbon Offset Contribution;
- 1.7 not to Occupy or permit Occupation of any Market Housing Units not yet Occupied and not yet Sold by the date 3 months from the date of the Council's written approval of the Energy Strategy Review for Phase 1 unless and until the Carbon Offset Contribution has been paid to and received by the Council pursuant to paragraph 1.6 hereof;

**Phase 2**

- 1.8 to undertake and submit to the Council for its written approval on or before Occupation of 50% of the last Building to be Occupied within Phase 2 the Energy Strategy Review (for the avoidance of doubt this review will include a review of Phases 1 and 2);
- 1.9 not to Occupy or permit or allow Occupation of more than 50% of the last Building to be Occupied within Phase 2 unless and until the Energy Strategy Review pursuant to paragraph 1.8 hereof has been submitted to and approved in writing by the Council;
- 1.10 within three months of written approval by the Council of the Energy Strategy Review for Phase 1 and 2 to pay to the Council the Carbon Offset Contribution minus the Previous Carbon Offset Contribution;

- 1.11 not to Occupy or permit Occupation of any Market Housing Units not yet Occupied by the date 3 months from the date of the Council's written approval of the Energy Strategy Review for Phase 1 and 2 unless and until the Carbon Offset Contribution has been paid to and received by the Council pursuant to paragraph 1.10 hereof;

### **Phase 3**

- 1.12 to undertake and submit to the Council for its written approval on or before Occupation of 50% of the last Building to be Occupied within Phase 3 the Energy Strategy Review (for the avoidance of doubt this review will include a review of Phases 1, 2 and 3);
- 1.13 not to Occupy or permit or allow Occupation of more than 50% of the last Building to be Occupied within Phase 3 unless and until the Energy Strategy Review pursuant to paragraph 1.12 hereof has been submitted to and approved in writing by the Council;
- 1.14 within three months of written approval by the Council of the Energy Strategy Review for Phase 1, 2 and 3 to pay to the Council the Carbon Offset Contribution minus the Previous Carbon Offset Contribution;
- 1.15 not to Occupy or permit Occupation of any Market Housing Units not yet Occupied by the date 3 months from the date of the Council's written approval of the Energy Strategy Review for Phases 1, 2 and 3 unless and until the Carbon Offset Contribution has been paid to and received by the Council pursuant to paragraph 1.14 hereof;

### **Phase 4**

- 1.16 to undertake and submit to the Council for its written approval on or before Occupation of 50% of the last Building to be Occupied within Phase 4 the Energy Strategy Review (for the avoidance of doubt this review will include Phases 1, 2, 3 and 4) (hereafter called the 'Final Energy Strategy Review');
- 1.17 not to Occupy or permit or allow Occupation of 50% of the last Building to be Occupied within Phase 4 unless and until the Final Energy Strategy Review pursuant to paragraph 1.16 hereof has been submitted to and approved in writing by the Council;
- 1.18 within three months of written approval by the Council of the Final Energy Strategy Review to pay to the Council the Carbon Offset Contribution minus the Previous Carbon Offset Contribution;
- 1.19 not to Occupy or permit Occupation of any Market Housing Units not yet Occupied by the date 3 months from the date of the Council's written approval of the Final Energy Strategy Review unless and until the Carbon Offset Contribution has been paid to and received by the Council pursuant to paragraph 1.18 hereof;

**SCHEDULE 11**  
**MONITORING FEE**

1. The Owner covenants to pay the Monitoring Fee to the Council in the following instalments across each Phase:
  - 1.1. £148,072.40 prior to Implementation of Phase 1;
  - 1.2. £148,072.40 prior to Implementation of Phase 2;
  - 1.3. £148,072.40 prior to Implementation of Phase 3; and
  - 1.4. £148,072.40 prior to Implementation of Phase 4.
  
2. The Owner shall not Implement or allow or permit Implementation of Phase 1, Phase 2, Phase 3 or Phase 4 unless and until the respective relevant payment for such Phase referred to in paragraph 1 hereof has been made to the Council.

**SCHEDULE 12**

Covenants, restrictions or obligations relating to Section 1 that are not revoked or discharged

| <b>Original Section 106 Agreement Reference</b>  | <b>Original Section 106 Agreement clause / paragraph summary (to be interpreted in accordance with the Original Section 106 Agreement)</b>   |
|--|--|
| <b>Schedule 3 - Affordable housing (read together with Schedule 19, paras 1 and 2)</b> |  |
| Paragraphs 2.1 and 6.1   | Subject to Implementation on Phase 1 the Owner covenants to construct or procure construction of Phase 1 Affordable Housing Units and make the same ready for Occupation prior to Occupation of more than 75% of the Habitable Rooms of the Phase 1 Market Housing Units.  |
| Paragraphs 2.2 and 6.2   | Subject to Implementation on Phase 1 the Owner covenants to construct or procure construction of at least 50% of Phase 1 Affordable Housing Units and make the same ready for Occupation prior to Occupation of more than 30% of the Habitable Rooms of the Phase 1 Market Housing Units.                            |
| Paragraph 10   | Owner covenants that the Social Housing Units shall not be used either (a) for purposes other than providing housing accommodation to households in need of Affordable Housing in the Lambeth UDP area in perpetuity or (b) otherwise than pursuant to the functions of a Registered Social Landlord or the Council. |
| Paragraph 11.2 and 11.3  | Owner undertakes to notify the Council of the occurrence of the date of completion of the construction of the Phase 1 Affordable Housing Units and date upon which 50% of the Habitable Rooms in the Phase 1 Market Housing Units are first Occupied.  |
| Paragraph 12   | Subject to paragraph 17 the Owner shall not use or occupy any Social Housing Unit if the Actual Housing Costs exceed the Notional Housing Costs.   |
| Paragraph 13   | Subject to paragraph 17 the Owner shall only use or occupy the Social Housing Units pursuant to arrangements that secure that the Actual Housing Costs do not exceed the Notional Housing Costs.   |

|  |   |
|--|---|
| Paragraph 15   | Subject to paragraph 17 the Shared Ownership New Dwellings may only be used or Occupied on Social Rented Terms or pursuant to a disposal of the same on Shared Ownership Terms  |
| Paragraph 16   | Subject to paragraph 17 the Rented New Dwellings may only be used or Occupied on Social Rented Terms.   |
| <b>Schedule 4 - Education</b>  |   |
| Part 2   | Delivery of the new Maytree Nursery and Children's centre subject to the Original Section 106 Agreement (as amended).   |
| <b>Schedule 6 – Public Realm and Open Space</b>  |   |
| Part 1, paragraphs 9 and 10 (insofar as it relates to the Play Area at Lycett/Lafone Local Play/LAP) | Owner to maintain, cleanse, repair, light and manage Lycett/Lafone Local Play/LAP Play Area in accordance with the Play Area Specification and shall not use it or develop it for any purpose other than playing games or recreation.   |
| Part 3, paragraph 3.1  | Developer to deliver relevant section of park relating to Phase 1 on Implementation of relevant Phase. In s106 it was to be delivered on Implementation of Phase 2  |
| Sch 6 generally  | To make spaces generally available for the public 24/7  |
| <b>Schedule 7 - Transport</b>  |   |
| Part 1, paragraph 1.3 (insofar as this relates to the Highways Scheme in respect of King's Avenue)   | No construction in relevant Phase or Sub-Phase to commence until Council has approved relevant Highways Scheme in writing and no construction of any highway, footway etc to commence until Owner and Council entered into Section 38 Agreement and respective Council Section 278 Agreement as the case may be PROVIDED THAT the relevant Council 278 Agreement includes provision for payment of a specified sum. |

|   |   |
|---|---|
| Part 1, paragraphs 2 to 4   | Owner to Implement the Permission on Phase 1 in accordance with Traffic Management Plan and pay the Council the Traffic Management Payment prior to Implementation on Phase 2, which the Council shall not expend or apply otherwise than upon traffic management measures relation to the Development.   |
| Part 1, (as amended pursuant to Second Phase 1 Deed of Variation) paragraphs 5, 6 and 7 | <p>5 Within twelve (12) months of the date of this Deed the Developer shall submit to the Council a draft Section 38 agreement in respect of the land identified for dedication to the Council as prospective highway in the Phase 1B Highway Scheme and no more than 50% of the Market Dwellings on Phase 1B shall be Occupied until the terms of the 2018 Section 278 Agreement have been complied with to the Council's reasonable satisfaction or unless otherwise agreed in writing between the Parties.</p> <p>6 The Developer shall prior to first Occupation of the Market Dwellings within Precinct B6:</p> <ul style="list-style-type: none"> <li>(i) construct and complete all works to the Council's reasonable satisfaction and as set out in the 2018 Section 278 Agreement; and</li> <li>(ii) unless otherwise agreed in writing between the Parties secure the dedication to the Council of land as set out in the Section 38 Agreement for Phase 1B.</li> </ul> <p>7 The Developer shall not Occupy or permit or allow Occupation of more than 50% of any of the Market Dwellings within Precinct B6 until:-</p> <ul style="list-style-type: none"> <li>(a) the Council has received the properly executed Section 38 Agreement for Phase 1B as agreed in advance or as otherwise agreed in writing between the Parties;</li> <li>(b) all works as set out in the 2018 Section 278 Agreement have been constructed or laid out and completed to the Council's reasonable satisfaction; and</li> <li>(c) unless otherwise agreed in writing between the Parties, the requirements of the Section 38</li> </ul> |



|                     |   |
|---------------------|---|
|                     | Agreement for Phase 1B have been met to the Council's reasonable satisfaction.  |
| Part 4, paragraph 1 | Owner not to construct, lay out or use more than 450 Car Parking Spaces on Phase 1 unless it has within two months of Implementation on Phase 2, 3 or 4 procured the carrying out of a proper detailed assessment of the impact of the increased number of Car Parking Spaces and the Head of Development Management has given written consent, provided that the total number of Car Parking Spaces on the Site shall not exceed 1946 without the written consent of the Head of Development Management.   |
| Part 4, paragraph 3 | In allocating the first Occupation of New Dwellings the Owner shall use reasonable endeavours to give priority to allocating New Dwellings that have designated off street Car Parking Spaces to persons who were resident on the Site on or after the date hereof and at that time owned a car and express a preference for such a New Dwelling.   |
| Part 5              | <p>Car club –</p> <ol style="list-style-type: none"> <li>1) draft scheme to be submitted to the Council prior to Implementation and Car Club to be set up in accordance with the approved scheme. Other provisions within this section to continue to apply unless expressly stated otherwise.</li> <li>2) Car club payments to be made to the Council within three months of first Occupation of any New Dwelling on Phase 1</li> <li>3) 72 car club memberships to be offered for free to residents of Phase 1 of the site and shall be linked to the dwellings on the site rather than personal to individual residents</li> </ol> |

**SCHEDULE 13  
THIRD PARTY LEASEHOLDERS**

The following represents a list of the leasehold title numbers registered to third parties within the Sites:

|           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|
| TGL142977 | TGL166435 | SGL399652 | SGL392557 | TGL169475 |
| TGL195061 | TGL194684 | TGL199365 | TGL200517 | TGL152876 |
| TGL198540 | TGL148225 | TGL180504 | TGL157164 | TGL282008 |
| TGL201528 | TGL154472 | TGL182443 | TGL254964 | TGL184944 |
| TGL251087 | TGL157657 | TGL188400 | TGL238660 | TGL221208 |
| TGL234204 | TGL159077 | TGL263180 | TGL283707 | TGL190827 |
| TGL239402 | TGL237405 | TGL239610 | TGL93702  | TGL82222  |
| TGL244998 | TGL258330 | TGL43619  | TGL57932  | TGL61781  |
| TGL5625   | TGL272876 | TGL444163 | TGL138015 | TGL243807 |
| TGL49499  | TGL289203 | TGL387475 | TGL50124  | TGL53050  |
| TGL418996 | TGL57989  | TGL49618  | TGL53584  | TGL54275  |
| TGL61549  | TGL41072  | TGL434759 | TGL45474  | TGL368969 |
| TGL7689   | TGL76230  | TGL86448  | TGL47285  | TGL401451 |
| TGL98378  | TGL76931  | TGL276596 | TGL48289  | TGL68414  |
| TGL261280 | TGL82610  | TGL282737 | TGL71660  |           |

**SCHEDULE 14**  
**PLANS**

**EXECUTED AS A DEED** by affixing )  
**THE COMMON SEAL OF THE MAYOR &** )  
**BURGESSES OF THE LONDON BOROUGH** )  
**OF LAMBETH** in the presence of )

.....

Authorised Signatory

**EXECUTED AS A DEED** by affixing )  
**THE COMMON SEAL OF** )  
**METROPOLITAN HOUSING TRUST LIMITED** )  
 )  
in the presence of )

.....

Authorised Signatory

.....

Authorised Signatory

**EXECUTED AS A DEED** by the said )  
**METROPOLITAN DEVELOPMENT** )  
**SERVICES LIMITED** )  
(Registered Company Number 05623548) )  
in the presence of )

.....

Director

.....

Director/Secretary

**EXECUTED AS A DEED** by affixing )  
**THE COMMON SEAL OF** )  
**TRANSPORT FOR LONDON** )  
in the presence of )

.....

Authorised Signatory

**EXECUTED AS A DEED** by affixing )

**THE COMMON SEAL OF**

**PRUDENTIAL TRUSTEE COMPANY LIMITED** )

in the presence of )

.....

Authorised Signatory/Sealing Officer

## Appendix 1

### Market Housing Units and Affordable Housing Units Mix

#### Phase 1 Market Housing Units and Affordable Housing Units Mix

| Site   | Unit Type      | Tenure            |        | Total |
|--------|----------------|-------------------|--------|-------|
|        |                | Affordable Rented | Market |       |
| Site A | 1 bed 2 person | 0                 | 4      | 4     |
|        | 2 bed 4 person | 0                 | 17     | 17    |
|        | 3 bed 5 person | 0                 | 20     | 20    |
|        | 3 bed 6 person | 4                 | 10     | 14    |
|        | 4 bed 8 person | 0                 | 12     | 12    |
| Site D | 1 bed 2 person | 11                | 0      | 11    |
|        | 2 bed 4 person | 12                | 0      | 12    |
|        | 3 bed 5 person | 18                | 0      | 18    |
|        | 4 bed 8 person | 6                 | 0      | 6     |
|        | 5 bed 8 person | 3                 | 0      | 3     |
| Total  |                | 54                | 63     | 117   |

#### Phase 2 Market Housing Units and Affordable Housing Units Mix

| Site     | Unit Type                   | Tenure            |              |        | Total |
|----------|-----------------------------|-------------------|--------------|--------|-------|
|          |                             | Affordable Rented | Intermediate | Market |       |
| Site B01 | 1 bed 2 person              | 16                | 0            | 0      | 16    |
|          | 2 bed 4 person              | 60                | 0            | 0      | 60    |
|          | 3 bed 5 person              | 11                | 0            | 0      | 11    |
|          | 4 bed 7 person              | 10                | 0            | 0      | 10    |
| Site C01 | 1 bed 2 person              | 34                | 8            | 100    | 142   |
|          | 2 bed 3 person              | 2                 | 0            | 19     | 21    |
|          | 2 bed 4 person              | 61                | 0            | 47     | 108   |
|          | 2 bed 4 person (wheelchair) | 0                 | 4            | 24     | 28    |
|          | 3 bed 5 person              | 63                | 6            | 51     | 120   |
|          | 4 bed 7 person              | 4                 | 0            | 0      | 4     |
| Site C02 | 1 bed 2 person              | 0                 | 24           | 83     | 107   |
|          | 2 bed 3 person              | 4                 | 4            | 12     | 20    |
|          | 2 bed 3 person (wheelchair) | 14                | 0            | 0      | 14    |
|          | 2 bed 4 person              | 10                | 28           | 83     | 121   |
|          | 2 bed 4 person (wheelchair) | 0                 | 0            | 8      | 8     |
|          | 3 bed 5 person              | 38                | 5            | 10     | 53    |

|       |  |     |    |     |     |
|-------|--|-----|----|-----|-----|
| Total |  | 327 | 79 | 437 | 843 |
|-------|--|-----|----|-----|-----|

Phase 3 Market Housing Units and Affordable Housing Units Mix

| Site     | Unit Type                   | Tenure            |              |        | Total |
|----------|-----------------------------|-------------------|--------------|--------|-------|
|          |                             | Affordable Rented | Intermediate | Market |       |
| Site C03 | 1 bed 2 person              | 11                | 13           | 84     | 108   |
|          | 2 bed 3 person              | 10                | 4            | 14     | 28    |
|          | 2 bed 3 person (wheelchair) | 14                | 0            | 0      | 14    |
|          | 2 bed 4 person              | 24                | 9            | 50     | 83    |
|          | 2 bed 4 person (wheelchair) | 0                 | 0            | 4      | 4     |
|          | 3 bed                       | 33                | 3            | 12     | 48    |
| Site C06 | 1 bed                       | 0                 | 0            | 45     | 45    |
|          | 2 bed 3 person              | 0                 | 0            | 38     | 38    |
|          | 2 bed 4 person              | 0                 | 0            | 24     | 24    |
| Site C08 | 1 bed 2 person              | 0                 | 0            | 7      | 7     |
|          | 2 bed 3 person              | 0                 | 0            | 21     | 21    |
|          | 2 bed 4 person              | 0                 | 0            | 7      | 7     |
|          | 3 bed 5 person              | 0                 | 0            | 14     | 14    |
| Total    |                             | 199               | 29           | 213    | 441   |

Phase 4 Market Housing Units and Affordable Housing Units Mix

| Site     | Unit Type      | Tenure            |              |        | Total |
|----------|----------------|-------------------|--------------|--------|-------|
|          |                | Affordable Rented | Intermediate | Market |       |
| Site C04 | 1 bed 2 person | 0                 | 6            | 49     | 55    |



|          |                                    |    |    |    |     |
|----------|------------------------------------|----|----|----|-----|
|          | 2 bed 3 person                     | 0  | 2  | 12 | 14  |
|          | 2 bed 3 person<br>(wheelchair)     | 0  | 3  | 25 | 28  |
|          | 2 bed 4 person                     | 0  | 7  | 61 | 68  |
|          | 3 bed 5 person                     | 0  | 3  | 28 | 31  |
| Site C05 | 1 bed 2 person                     | 0  | 9  | 14 | 23  |
|          | 2 bed 3 person                     | 0  | 11 | 17 | 28  |
|          | 2 bed 3 person<br>(wheelchair)     | 0  | 3  | 5  | 8   |
|          | 2 bed 4 person                     | 0  | 12 | 24 | 36  |
|          | 3 bed 5 person                     | 16 | 0  | 0  | 16  |
| Site C07 | 1 bed 2 person<br>(wheelchair)     | 56 | 0  | 22 | 78  |
|          | 1 bed 2 person                     | 0  | 10 | 32 | 42  |
|          | 2 bed 3 person                     | 0  | 2  | 26 | 28  |
|          | 2 bed 3 person<br>(wheelchair)     | 0  | 0  | 32 | 32  |
|          | 2 bed 4 person<br>(wheelchair)     | 0  | 0  | 13 | 13  |
|          | 2 bed 4 person                     | 0  | 6  | 80 | 86  |
|          | 3 bed 5 person                     | 0  | 1  | 8  | 9   |
| Site E   | 1 bed 2 person                     | 45 | 53 | 0  | 98  |
|          | 2 bed 3 person                     | 0  | 45 | 0  | 45  |
|          | 2 bed 3 person<br>(wheelchair)     | 22 | 0  | 0  | 22  |
|          | 2 bed 4 person                     | 65 | 24 | 0  | 89  |
|          | 3 bed 5 person                     | 91 | 10 | 0  | 101 |
|          | 4 bed 6 person +<br>4 bed 7 person | 17 | 0  | 0  | 17  |
| Site F   | 1 bed 2 person                     | 0  | 55 | 57 | 112 |
|          | 2 bed 3 person                     | 0  | 7  | 8  | 15  |
|          | 2 bed 3 person                     | 0  | 5  | 3  | 8   |

|       |                |     |     |     |      |
|-------|----------------|-----|-----|-----|------|
|       | (wheelchair)   |     |     |     |      |
|       | 2 bed 4 person | 0   | 1   | 12  | 13   |
|       | 3 bed 5 person | 0   | 0   | 16  | 16   |
| Total |                | 312 | 275 | 544 | 1131 |

## Appendix 2

### Nominations Agreement

#### HOUSING ASSOCIATIONS (REGISTERED PROVIDERS) OPERATING

#### IN THE LONDON BOROUGH OF LAMBETH

#### “Higher Level” participation in Choice Based Lettings

##### **1. Introduction**

- 1.1 The purpose of this Agreement is to clearly set out the arrangements for nominations by the Council to vacant housing association tenancies in Lambeth if the housing association is participating at the *Higher Level* of Choice Based Lettings.
- 1.3 The Agreement will seek to meet housing need in the Borough in accordance with the Council's *Housing Allocation Scheme 2013*. This Scheme meets the Council's statutory duties as set out in Part 6 of the Housing Act 1996 (as amended), and reflects the statutory duty of housing associations to co-operate with the Local Authority under Section 170 of that Act. All nominations will conform to the Scheme.

##### **2. Levels of Participation in Lambeth's Choice Based Lettings (CBL) scheme**

- 2.1 Under the Housing Allocation Scheme 2013, housing associations can participate at one of two levels in Lambeth's CBL scheme.
- 2.2 Putting housing association properties on which the Council has nomination rights into the Council's CBL scheme is the *base level* of participation in the scheme. Participation at the *base level* is set out in our standard nominations agreement, and normally involves the housing association agreeing to nominate a proportion of true voids only to those nominated by the Council.
- 2.3 The Council however encourages RSLs working in Lambeth to participate in choice based lettings at the *higher level*. At this level RSLs put all of their available properties into the CBL scheme (both true and non-true voids) rather than just those on which the Council has nomination rights under the standard nomination agreement.
- 2.4 Certain advantages accrue to RSLs participating at the higher level:
- They are consulted by the Council on allocations issues
  - Their tenants qualify for treatment on a par with Council tenants under the Housing Allocation Scheme. This includes mainstream transfer applications, but also emergency and supply transfers.
  - They can if they wish operate a direct IT link with "Home Connections", the CBL IT platform used in Lambeth, potentially speeding up their letting process.

##### **2.5. Higher Level Participation**

- 2.6 The Housing Association will offer 100% of their voids to the Council for nomination. This includes all voids, both "true void" and "non-true void".
- 2.7 The Housing Association agrees to all properties being allocated in accordance with the Lambeth Housing Allocation Scheme.
- 2.8 The Housing Association will adopt the allowed property size criteria as set out in the Housing Allocation Scheme.
- 2.9 The Council agrees to treat the Housing Association tenants on a par with the Council's

tenants as set out in the Lambeth Housing Allocation Scheme.

- 2.10 The Council will consult with the Housing Association regarding changes to the allocation scheme
- 2.11 The Council will give a direct ICT link with "Home Connections", the CBL platform used by Lambeth.

### **3. Notices and Communications**

For the purposes of this agreement:

- 3.1 **Vacancy Notice** (see Appendix A). A Vacancy Notice is the form sent to Lambeth Council by RSLs providing details of available properties.
- 3.2 **Nomination Notice** (see Appendix B). A Nomination Notice is the form sent by Lambeth Council to RSLs detailing suitable nominees.
- 3.3 All Notices and written communications will normally be sent by fax or e-mail. Both parties are responsible for ensuring that up-to-date telephone numbers, fax numbers and e-mail addresses are made known to each other.

### **4. Non-Supported Housing and Sheltered Housing**

#### **4.1 New Build & Rehabilitation Schemes**

- 4.1.1 For homes which are newly-built or rehabilitated, the RSL will serve a Vacancy Notice at least 4 weeks prior to the units becoming available for occupation.
- 4.1.2 Discussions will then take place between the RSL and Lambeth to agree deadlines for Nomination Notices, on an individual scheme basis.

#### **4.2 Relets**

- 4.2.1 On receipt of the Vacancy Notice, Lambeth will enter the property into the next available CBL weekly bidding cycle (see Appendix C).
- 4.2.2 Lambeth will provide a Nomination Notice within two working days of the closure of bidding for the property.

#### **4.3 Wheelchair, Mobility, and Adapted Properties**

- 4.3.1 Lambeth will provide a Nomination Notice within ten working days for first nomination. Subsequent nominations will be provided within five working days.
- 4.3.2 Where RSLs are aware of wheelchair or adapted properties in the planning stage they will seek earlier Nominations from the Local Authority, up to six months in advance of handover, to allow specific consultation with applicants and their Community Occupational Therapists.

#### **4.4 Number of Nominations per Vacancy Notice**

- 4.4.1 The Council will normally provide two Nominations per Vacancy Notice. Exceptionally where a property is stated in the Vacancy Notice to be hard-to-let, three or five

nominations may be provided, in priority order.

#### **4.5 Offer of Tenancy**

- 4.5.1 If the nominee named in the Nomination Notice is still interested in the property after viewing, the RSL will, as soon as is reasonably practicable, and normally within five working days, make an offer of the tenancy to the nominee
- 4.5.2 Allowances will be made for delays experienced during hand-over and the undertaking of repairs. However the RSL must advise Lambeth of delays to the signing-up of tenancies that are due to repairs, and delays in hand-over by contractors for new and rehabilitated schemes.
- 4.5.3 Using the RSL Update Form (Appendix D) or reply to original email or other means by agreement with the Council, the RSL will advise Lambeth of acceptance of tenancies immediately. They will also advise Lambeth of the tenancy start date at the same time except in situations where the tenancy start date has not been fixed due to a) relets - repairs and b) new/rehabilitated schemes – delays in hand over from contractors.

#### **4.6 Refusal of Nominations**

##### **4.6.1 Refusal by RSL**

Using the RSL Update Form (Appendix D), the RSL must provide clear reasons in writing for the refusal of any Nomination within two working days of receipt of the Nomination Notice. The Council will nominate a further Nominee within five working days of receipt of the RSL Update Form

##### **4.6.2 Refusal by Nominee – General Needs and Sheltered**

If the Nominee named in the Nomination Notice rejects the RSL's property after viewing, the RSL must notify Lambeth in writing, using the RSL Update Form (Appendix D) within one working day. The Council will nominate a further Nominee within two working days of notification of the result in writing.

##### **4.6.3 Refusal by Nominee - Wheelchair & Mobility Adapted**

If the Nominee named in the Nomination Notice rejects the RSL's property after viewing the RSL must notify Lambeth in writing, using the RSL Update Form (Appendix D). The Council will nominate a further Nominee within five working days.

##### **4.6.4 Failure to Respond after Viewing**

If a Nominee fails to respond to a Nomination Offer within two working days from the date of viewing (for general needs) and five working days (for sheltered and wheelchair & mobility adapted properties) the Nominee will be deemed to have rejected the RSL's offer of accommodation.

##### **4.6.5 Refusal after Viewing**

A signature should, wherever possible, be obtained from the nominee. The RSL must notify Nominees of Lambeth's offer policies where relevant.

##### **4.6.6 Withdrawal of Nominees by the Council**

Applicants may be nominated for/invited to view two units concurrently. The Council may

withdraw a nomination where that nominee has decided to accept an alternative property. A further nomination will be provided within one working day for general needs and sheltered units and five working days for wheelchair and mobility adapted units.

#### **4.7 Nomination Limits per Property**

- 4.7.1 Up to five nominations per vacancy may be made from an initial advertisement of a property under CBL. The Council will first provide one nominee. If that nominee does not want the property then the Council will provide another single nominee. If that nominee does not want the property, the Council will then provide three nominees together, in priority order.
- 4.7.2 If the property remains unlet after three sets of nominations, a discussion will take place between Lambeth and the RSL regarding the reasons why the property has been refused. The property may then be re-advertised with different wording. If it remains unlet after a total of five sets of unsuccessful nominations, the RSL will be at liberty to take the property back.
- 4.7.3 If nominations are not made within time scales set out in the Agreement, the Council will forfeit its nomination rights to that vacancy unless agreement has been reached on a late nomination.

#### **5. Supported Housing other than Sheltered Housing**

- 5.1 These lettings are outside the scope of this Agreement

#### **6. Definition of Voids**

##### **6.1 True Voids**

"True Voids" for the purposes of this agreement are properties that become vacant and are fit for letting as defined below:

- empty properties within new build/newly rehabilitated schemes
- empty properties created through tenant moves to other landlords where no reciprocal arrangements exist.
- empty properties created by the death of a tenant where there is no statutory right to succession.
- empty properties created by tenants buying their own property in the private sector except for Home Buy cases which are dealt with outside of this agreement.

##### **6.2 Properties that are not regarded as True Voids (non-true voids)**

- empty properties created through tenant transfers where tenants move within the RSL's stock
- empty properties created through reciprocal arrangements
- \* empty properties created by decantees who are returning
- empty properties created by mutual exchanges

#### **7.2 Special Circumstances**

- 7.2.1 Where the Council has provided funding or below market value land or some other subsidy for a new scheme, different quotas may be negotiated. For example, on

existing consortium schemes 100% of first lettings has been agreed for General Needs Schemes.

**7.3 Local Authority Funding**

7.3.1 Where the Council has provided major repair or Renovation Grant funding to Housing RSLs it will receive 100% nomination rights to the units on first letting. Subsequent relets will be treated in the same way as all other relets within the terms of this agreement.

**7.4 Ground Floor Units**

7.4.1 Within the above quotas, RSLs will prioritise the offer of ground floor flats to Council nominees.

**8. Implementation and Monitoring**

**8.1 Monitoring**

8.2 Progress with the implementation of the Agreement will be monitored through the Quarterly Letting Returns form attached as Appendix E and will be discussed at quarterly meetings. A summary of progress will be reported to the Council/ RSLs meeting (LAMHAG – Allocations Sub-Group)

**8.3 CORE**

8.3.1 The RSL will comply with CORE monitoring requirements in respect of all households housed, whether by Council nomination or not.

**9. Review**

9.1 This Agreement is for the 2014/15 municipal year (1 April 2014 – 31 March 2015). Unless either party notifies the other of a wish to renegotiate the agreement by 31 Dec 2012, it will continue to apply indefinitely until one party gives three months' notice to the other of a wish to renegotiate.

Appendix A

| VACANCY NOTICE   |   |
|--|---|
| Housing Association / RSL  |   |
| Contact Person   |   |
| Contact Tel & Email  |   |
| Date of Nomination Request   |   |
| PROPERTY DETAILS   |   |
| Address  |   |
| Postcode   |   |
| Date Property will be ready  |   |
| Scheme type  | <input type="checkbox"/> Relet <input type="checkbox"/> New Build   |
| Property description   | <input type="checkbox"/> General Needs <input type="checkbox"/> Mobility Unit<br><input type="checkbox"/> Sheltered (Resident Warden)<br><input type="checkbox"/> Sheltered (No Warden)<br><input type="checkbox"/> Wheelchair (Purpose Built)<br><input type="checkbox"/> Wheelchair (Adapted)   |
|  | <input type="checkbox"/> Flat Conversion <input type="checkbox"/> Flat in block<br><input type="checkbox"/> House <input type="checkbox"/> Bungalow <input type="checkbox"/> Masonette<br><br><input type="checkbox"/> Street property <input type="checkbox"/> Estate <input type="checkbox"/> Non Estate  |
| Floor level  |   |
| If Ground Floor, number of internal stairs   |   |
| If Ground Floor, number of external stairs   |   |
| Property features  | <input type="checkbox"/> Lift <input type="checkbox"/> No Lift<br><input type="checkbox"/> Garden (Sole) <input type="checkbox"/> Garden (Shared)<br><input type="checkbox"/> Communal Garden <input type="checkbox"/> No Garden<br><br><input type="checkbox"/> Gas central heating <input type="checkbox"/> Electric heating<br><input type="checkbox"/> Warm air heating <input type="checkbox"/> Solar panels<br><input type="checkbox"/> Other |
| Unusual features that need to be advertised (e.g. small bedrooms, access arrangements etc) |   |
| Locality description (e.g. bus routes, train, tube stations)                               |   |
| Rent   | £   |
| Service Charge   | £   |
| Other Charges  | £   |
| Total Charges  | £   |
|  | <input type="checkbox"/> Per Week <input type="checkbox"/> Per Month  |





## Appendix C

### Weekly Bidding Cycle for CBL in Lambeth

|                    | Applicants   | Allocations staff   |
|--------------------|--|---|
| Wednesday - Sunday | <ul style="list-style-type: none"> <li>Bidding open</li> </ul>                         | N/A   |
| Monday             | <ul style="list-style-type: none"> <li>Bidding closed</li> </ul>                       | <ul style="list-style-type: none"> <li>Access shortlist of bidders</li> <li>Email nominations through to RSLs</li> <li>Update Housing Management system and Home Connections with viewing outcomes.</li> </ul>  |
| Tuesday            | <ul style="list-style-type: none"> <li>Bidding closed</li> </ul>                       | <ul style="list-style-type: none"> <li>Access shortlist of bidders</li> <li>Email nominations through to RSLs</li> <li>Update Housing Management system and Home Connections with viewing outcomes.</li> <li>Finish uploading RSL empty properties to be advertised to Home Connections.</li> </ul>             |
| Wednesday          | <ul style="list-style-type: none"> <li>Advert appears</li> <li>Bidding open</li> </ul> | <ul style="list-style-type: none"> <li>Access shortlist of bidders</li> <li>Email nominations through to RSLs</li> <li>Update Housing Management system and Home Connections with viewing outcomes.</li> <li>Upload any new RSL empty properties</li> </ul>   |
| Thursday           | <ul style="list-style-type: none"> <li>Bidding open</li> </ul>                         | <ul style="list-style-type: none"> <li>Chase RSLs for outstanding viewing results</li> <li>Access shortlist of bidders</li> <li>Email nominations through to RSLs</li> <li>Update Housing Management system and Home Connections with viewing outcomes.</li> <li>Upload any new RSL empty properties</li> </ul> |
| Friday             | <ul style="list-style-type: none"> <li>Bidding open</li> </ul>                         | <ul style="list-style-type: none"> <li>Chase RSLs for outstanding viewing results</li> <li>Access shortlist of bidders</li> <li>Email nominations through to RSLs</li> <li>Update Housing Management system and Home Connections with viewing outcomes.</li> <li>Upload any new RSL empty properties</li> </ul> |

Appendix D

**RSL UPDATE FORM**

**DATE:**

**LBL CONTACT PERSON:**

**HOUSING ASSOCIATION/CO-OP:**

**APPLICANT'S NAME:**

**APPLICANT'S REF. NO:**

**PROPERTY OFFERED:**

**ACCEPTANCE:**  
(TENANCY DATE)

**REASON FOR REFUSAL/ WITHDRAWAL:**



**Appendix 3**  
**Employment and Skills Supplementary Planning Document**  
**(February 2018)**

# Lambeth Local Plan 2015

**Supplementary Planning Document  
(SPD)**

## **Employment and Skills**

**February 2018**



## Employment and Skills Planning Obligations

### Supplementary Planning Document

#### Contents

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## **1. Purpose and Status of the Document**

- 1.1. This is a Supplementary Planning Document (SPD) to the Lambeth Local Plan 2015. It is a material consideration in the determination of planning applications.
- 1.2. The purpose of this document is to set out the obligations which will be sought from developers at the construction and end user phases of development to contribute towards a range of employment and training measures to mitigate the impacts of development and to ensure that local people can better access job opportunities arising from new development.
- 1.3. This SPD provides guidance on the implementation of Lambeth Local Plan 2015 Strategic Objective B3 and Policy D4 (a) (viii). The SPD also provides guidance on the implementation of Local Plan Policy ED14 (a) (b) and (c): *Employment and Training*, which sets out the Council's expectations from major development in relation to employment and training.
- 1.4. Policy ED14 (d) of the Lambeth Local Plan is not covered in this document. Policy ED14 (d) seeks to ensure that small and medium sized local enterprises have access to tender opportunities for the procurement of goods and services generated by the development. In appropriate individual cases, it may be that provision for local tendering opportunities will nonetheless form part of an agreed planning obligation, but it is not considered that there remains sufficient justification for the inclusion of this item at the level of SPD policy.
- 1.5. This SPD will replace section G of the S106 Planning Obligations SPD (April 2012), and sections 5.B.1 and 5.B.2 of the Draft Revised S106 Planning Obligations SPD (July 2013) which currently guide the Council's approach to securing planning obligations relating to employment and skills. The S106 Planning Obligations SPD (covering a range of topics) was adopted in 2012. Public consultation took place on proposed revisions to that document during 2013. The content of the 2012 S106 Planning Obligations SPD was largely overtaken by the introduction of the Lambeth Community Infrastructure Levy in 2014 and the adoption of the Lambeth Local Plan in 2015.



## 2. Context

- 2.1. Lambeth is a borough that is changing - and growing - fast, as more and more people choose to come to the borough to live, work and study.
- 2.2. Lambeth is facing a period of unprecedented opportunity, and many residents have benefited from the economic recovery through rising asset prices and a strong labour market.<sup>1</sup> However, the proportion of Lambeth residents claiming out-of-work benefits remains significantly above the London and national averages. By far the largest group of out-of-work benefits claimants are claiming for health reasons, with 13,510 Lambeth residents on Employment Support Allowance or Incapacity Benefits in May 2015.<sup>2</sup>
- 2.3. 17.8% of working age residents lacked NVQ Level 2 qualifications (i.e. basic skills) in 2015. There is also evidence of Lambeth employers facing skills shortages in the local labour pool: 25% of the job vacancies in Lambeth in 2015 were hard-to-fill due to skill-shortages – above both the London (21%) and England (23%) averages.<sup>3</sup>
- 2.4. Young people leaving education can face specific challenges in accessing employment.<sup>4</sup> The rate of youth unemployment is above the London average in Lambeth, and with a smaller proportion of jobs requiring low levels of qualifications or experience, competition for entry level jobs in London is particularly fierce.<sup>5</sup>
- 2.5. The jobs being created in London are increasingly requiring higher levels of skills, placing an ever greater emphasis on the need for high levels of qualifications amongst Lambeth residents.<sup>6</sup> High competition for jobs makes it particularly difficult for residents with low or no qualifications to find work.<sup>7</sup> The Lambeth Growth Strategy Evidence base (2015) concludes that: “it is very clear that future employment opportunities will be overwhelmingly in high skilled occupations”, and therefore: “supporting residents in deprived areas to attain better qualifications so that they can access these opportunities must be a key priority for the Council”.<sup>8</sup>

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<sup>1</sup> 78.5% of working age (16-64) residents in Lambeth were in employment in the year to December 2015, compared to 73.6% nationally and 72.9% across London – source: ONS (2015) Annual Population Survey

<sup>2</sup> DWP (2015) benefit claimants - working age client group (Note: the number of ESA/IB claimants has remained consistent in recent years, while the vast majority have been claiming for more than a year).

<sup>3</sup> UKCES (2016) Employer Skills Survey 2015

<sup>4</sup> With 735 or 2.6% of 18-24 year olds claiming JSA in January 2016, the borough’s youth unemployment rate was above the London average (1.9%). Source: ONS (2016) Jobseeker’s Allowance by age and duration with proportions

<sup>5</sup> Work Foundation (2014) London: addressing the youth employment challenge

<sup>6</sup> For example, the GLA estimate that 50.2% of jobs in London require degree level or equivalent qualifications in 2014, expected to rise to 60% by 2036. Source: ONS Annual Population Survey (number of jobs); GLA Economics (2013) London labour market projections

<sup>7</sup> Only 41.9% of the Lambeth residents qualified at NVQ1 or below (only) were in employment in 2014, compared to 91.5% of those with qualifications at NVQ4 or above. Source: ONS (2015) Annual Population Survey

<sup>8</sup> Shared Intelligence (2015) Lambeth Growth Strategy Evidence Base

2.6. An inability to improve local skills levels will inhibit economic growth. Significant predicted jobs growth locally and sub regionally presents the opportunity to maximise skills development and employment opportunities for local people through securing contributions from developers. This is to mitigate against developments contributing to Lambeth's current skills shortages and 'skills mismatch'.

2.7. A better, appropriately skilled local workforce can provide a pool of talent to both developers and end occupiers. This will also reduce the need to import skills, and in doing so reduce congestion and unsustainable travel to work journeys and reduce carbon emissions.

### **3. Policy background**

3.1. The National Planning Policy Framework (CLG, 2012) sets out the Government's planning policies for England and how these are expected to be applied. With regard to business needs it states that "Local planning authorities [LPAs] should have a clear understanding of business needs within the economic markets operating in and across their area". This includes "...working closely with the business community to understand their changing needs and identify and address barriers to investment"<sup>9</sup>. Included within the areas which LPAs should assess, using their evidence base, are "locations of deprivation which may benefit from planned remedial action."<sup>10</sup>

3.2. "Future Lambeth: Our borough plan 2016-21" identifies three strategic priorities that the Council and partners will work towards:

- Creating inclusive growth
- Reducing inequality
- Building strong and sustainable neighbourhoods

3.3. One of the challenges highlighted is the need to improve education, employment and skills outcomes. The Plan identifies that "Our people, location, character and assets make Lambeth a great place to invest. We will encourage investment and regeneration and make sure that it benefits all... We will use the opportunities and proceeds of growth, regeneration and housing to reduce inequality."

3.4. Lambeth's "Investment and Opportunity Strategy" summarises the key priorities emerging from a local economic assessment (2015). It identifies improving skills as key to tackling increasing inequalities in the local population and ensuring the continued delivery of economic growth. Under Priority Two: Develop skills provision to meet employer needs, one of the key outcomes is to: "raise the quality, quantity and profile of vocational provision in Lambeth", and ensuring that skills provision is "employer-led, reflecting local priorities and skills needs". Under Priority 3: Equip young people for the economy of the future, the strategy sets out an aim to: "significantly increase employer engagement, facilitating relationships with schools and training providers".

3.5. The Lambeth Local Plan adopted in September 2015 reflects the priorities of the Council in its strategic objectives and policies. This SPD directly relates to the following objectives and policies in the Lambeth Local Plan.

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<sup>9</sup> National Planning Policy Framework, paragraph 160

<sup>10</sup> National Planning Policy Framework, paragraph 161

- Strategic Objective B3: Increase the number and variety of job opportunities for local people by protecting land for commercial use within neighbourhoods and seeking contributions to employment and skills support programmes.
- Policy D4(viii): Planning Obligations: Section 106 planning obligations will be sought to:
  - b) ensure that development proposals provide or fund local improvements to mitigate the impact of the development and/or additional facilities and requirements made necessary by the development. This may include:
    - viii) access to employment opportunities created by the development by securing employment premises and learning and skills initiatives;
- Policy ED14: Employment and Training:
  - a) The council will support employment and training schemes to maximise local employment opportunities and help address skills deficits in the local population.
  - b) In major developments, planning obligations will be used as necessary to ensure that job opportunities and apprenticeships are notified to the council or appropriate nominated agencies so that suitable local people can be given the opportunity to fill these vacancies.
  - c) The council, working with local training providers, will aim to ensure that local residents are given access to the right skills training so that they can take advantage of opportunities created by new development. This includes jobs both during the construction phase and in the completed development.

#### 4. Justification

4.1. The Community Infrastructure Levy (CIL) Regulations and the National Planning Policy Framework (CLG, 2012) state that planning obligations should only be sought where they meet all of the following tests:

- Necessary to make the development acceptable in planning terms;
- Directly related to the development; and
- Fairly and reasonably related in scale and kind to the development.

4.2. Policy ED14 (a) of Lambeth's Local Plan states that the Council will: "support employment and training schemes to maximise local employment opportunities and help address skills deficits in the local population".

4.3. As well as a lack of basic skills there is also evidence of a shortage of skills in specific sectors from within Lambeth's working age population, which will affect residents' ability to access new employment opportunities being created. New development and employment growth will exacerbate existing skill shortages<sup>11</sup>.

4.4. This will lead to a greater proportion of the labour supply being sourced from outside of the borough which contributes to unsustainable commuting or added pressure on housing<sup>12</sup>. In addition there is the need to expand the local labour market in line with growth of employment from new development, to avoid detrimental impacts on other local employers from increased competition for those employees with suitable skills and qualifications<sup>13</sup>.

4.5. Seeking planning obligations to maximise the potential of the current Lambeth population to compete for the jobs being created, whether during the construction phase or end user phase, through improving their skills levels, is necessary to ensure that future development is economically and socially sustainable, and that barriers to employment for those marginalised from the workforce are removed. It is important the economic benefits of new development in terms of improved local skills and employment outcomes are realised.

4.6. Skills levels are a key determinant of a sustainable local economy, but they also have an impact on employment opportunities and thus an individual's economic prosperity. Improving the skills of the local labour force will be key to maintaining its economic competitiveness. Securing obligations for employment training of local people will help to ensure that local

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<sup>11</sup> UKCES Employer Skills Survey 2015

<sup>12</sup> Planning Practice Guidance, Housing and Economic Development Needs Assessments, paragraph 018

<sup>13</sup> Investment and Opportunity Strategy, 4.2 Develop skills to meet employer needs

residents are given access to the right skills training so they can take advantage of opportunities created by new development.

- 4.7. In order to improve the prospects for young people in Lambeth, and ensure that local businesses are able to attract an appropriately qualified workforce, there is a need to better integrate the education system with the labour market and to expand the range of vocational routes into work.<sup>14</sup>
- 4.8. Promoting employment and training opportunities for local people will enable more people to work in the borough and reduce the need to travel, which will contribute to sustainable economic development. Focusing activities mainly on those most marginalised from the workforce, including those that lack the skills required by employers, will help to reduce deprivation and inequalities and improve social inclusion.

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<sup>14</sup> Work Foundation (2014) London: addressing the youth employment challenge

## **5. Securing employment and skills planning obligations**

- 5.1. As stated in Policy ED14 (a), (b) and (c) of the Lambeth Local Plan, the Council will support employment and training schemes to maximise local employment opportunities and help address skills deficits in the local population. In major developments job opportunities and apprenticeships should be notified to the Council or appropriate nominated agencies so that suitable local people can be given the opportunity to fill these vacancies. The Council, working with local training providers, will aim to ensure that local residents are given access to the right skills training so that they can take advantage of opportunities created by the new development. This includes jobs both during the construction phase and in the completed development (referred to as “end-use”).
- 5.2. Planning obligations will be sought to help deliver these policy aims in the case of all major developments. A major development is defined in the Lambeth Local Plan (page 268) as development involving any one or more of the following:
- a) the winning and working of minerals or the use of land for mineral-working deposits;
  - b) waste development;
  - c) the provision of dwelling-houses where:
    - i. the number of dwelling-houses to be provided is 10 or more; or
    - ii. the development is to be carried out on a site having an area of 0.5 hectares or more and it is not known whether the development falls within paragraph (c)(i);
  - d) the provision of a building or buildings where the floor space to be created by the development is 1,000 square metres or more; or
  - e) development carried out on a site having an area of 1 hectare or more.
- 5.3. The employment and skills obligations to be sought from major developments are set out in more detail in Section 6 of this SPD.

## 6. Employment and skills planning obligations

### *Delivery of commitments contained in an Employment and Skills Plan*

- 6.1. Developments that meet the threshold criteria above (paragraph 5.2) will be expected to produce a site specific Employment and Skills Plan (ESP).
- 6.2. Developers are encouraged to contact the Council's Employment team at the pre-application stage in the development process, so that the content of a proposed ESP can be discussed before a planning application is submitted. Funding to deliver activities contained in the ESP will be the responsibility of the developer.
- 6.3. The developer will be expected to agree to deliver the commitments secured in the ESP. The ESP itself will need to have been approved by the Council by an agreed point in the development process (typically, prior to implementation, although exact timescales will need to be agreed as part of the detail of the planning obligations in individual cases).
- 6.4. The ESP should as a minimum address, in detail, how the developer intends to deliver the requirements set out at (a) and (b) below. For each of (a) and (b), more detailed guidance is given below about the various ways in which the developer may seek to meet those requirements.
  - a. The Council will seek to secure a minimum of 25%<sup>15</sup> of all jobs created by the development (in both the construction phase and for the first 2 years of end-use occupation of the development) for local residents<sup>16</sup>. The ESP will need to contain realistic estimates of the numbers and types of jobs the developer envisages being created by the construction and end-use phases, and actual figures will need to be supplied through 6-monthly monitoring reports (see section 7 of this SPD). In assessing expected levels of employment generation the Council will have regard to evidence on employment densities of end uses based upon standard employment density benchmarks. For example, the Homes & Communities Agency Employment Densities Guide 2015.

It is expected that the developer will work with the Council or its nominated agent and use all reasonable endeavours to achieve the 25% target through one or more of the following measures<sup>17</sup>:

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<sup>15</sup> According to the 2011 Census there were 138,200 jobs in Lambeth, of which 34,700 were people living and working in Lambeth. This represents just over 25% of the total number of jobs in Lambeth being taken by Lambeth residents.

<sup>16</sup> A local resident is defined as any person of working age living in the London Borough of Lambeth (at the time they begin employment).

<sup>17</sup> Whether the requirements at (a) are satisfied by only one of the measures set out at (i) to (iv), or by a combination of more than one of these, will be addressed as part of the process of preparing and approving the ESP. The same approach will be taken to the example measures set out at requirement (b).



- i. Provision of apprenticeships for Lambeth residents aged under 25<sup>18</sup>. The Council expects that ordinarily, one new apprenticeship would be capable of being generated by every 1,000sqm of development or every 10 residential units provided<sup>19</sup>. Apprenticeships can be from the construction or end-use phase, or a combination of the two. These apprenticeships will need to be open to candidates nominated by the Council (or another agency as agreed by the Council) who are seeking recognised Level 2 or above NVQ qualifications.
  - ii. Provision of employment opportunities in the end-user phase which have appropriate support to make them suitable for long-term unemployed Lambeth residents<sup>20</sup> (i.e. those who have been out of work for at least two years). The Council would expect every 2,500 sqm of development to be capable of generating at least one paid job placement lasting for a minimum of six months. These supported employment opportunities will need to be open to candidates nominated by the Council (or another agency as agreed by the Council).
  - iii. Provision for notification of job vacancies, arising from both the construction and end-use occupation, to the Council or any other agency nominated by the Council.
  - iv. Provision for delivery of bespoke pre-employment and skills training for Lambeth residents that will provide them with the skills to access the jobs that are being created.
- b. The Council will expect developers to engage with local schools and colleges and support them to promote amongst young people aged 11 to 19 the achievement of the skills and qualifications needed for employment in the commercial sectors of the end-use occupiers in place during the first two years of the development. The ESP will need to contain a detailed programme for the initiatives to be delivered.

Examples of the activities that developers (or agents that they may nominate to act on their behalf, which could include end-use occupiers) may be expected to undertake are:

- Career inspiration: speakers provided to schools, role models to inspire and encourage career progression, work 'taster' events.
- Employability: mentoring and support for specific cohorts of young people (e.g. under-achievers, high achievers, young people from particular areas or

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<sup>18</sup> Aiming to encourage more young people into apprenticeships, in response to relatively high rates of youth unemployment in the borough.

<sup>19</sup> The Government has set a target of 3 million apprenticeships in England by 2020, which spread evenly would mean 750,000 apprenticeship starts per year. This equates to 2.6% of the total number of jobs. Based on standard employment densities, 2.6% would represent 1 or 2 people per 1,000sqm, depending on the use class and sector.

<sup>20</sup> This can also be referred to as "supported employment". Supported employment refers to a personalised approach to working with people with

estates), sessions on employer expectations, mock interviews and interview preparation.

- Curriculum support: advice on curriculum design to bring employer relevance into lessons.
- Work-based learning: workplace visits to complement curriculum, work experience placements.

6.5. The Council will expect the developer to make all reasonable endeavours to meet the obligations set out at (a) and (b) above.

6.6. The obligations set out at (a) and (b) above envisage that developers will make, or will bring about, the necessary provision. However, if the developer can demonstrate to the satisfaction of the Council that there are circumstances specific to the scheme such that either direct provision is not operationally feasible, or that an alternative means of delivery would result in a more effective outcome because of the particular circumstances of the scheme, then the Council may consider a financial contribution in lieu. Examples of scheme specific circumstances that may justify such an approach could include where highly specialised labour requirements are likely to be required by the end-users of the development, or where there are demonstrable links with other developments, or with existing initiatives in the local area, relating to employment and skills programmes. The Council encourages developers to engage with Council officers at the earliest opportunity to discuss the specific circumstances of the scheme.

6.7. Where it is agreed that a financial contribution in lieu will enable the most effective delivery of employment and skills initiatives, the amount of the contribution will be based on the calculations in Appendix One below. The calculations are indicative of the costs to the Council of delivering the relevant obligations. The final amount of any in lieu contribution will be assessed as part of the detailed assessment of the scheme.

### ***Monetary obligations***

6.8. In addition to the obligations set out in paragraph 6.1 to 6.7, developments that meet the threshold criteria above (paragraph 5.2) will be expected to make financial contributions to help support those sections of the Lambeth workforce that are furthest from employment, having been out of work for a long period of time and/or having low levels of skills. The financial contributions will be used by the Council to fund training and support to enable access to newly created employment opportunities arising from development for those who may struggle to access the opportunities without extra support, in particular the long-term unemployed and young people.

6.9. The following approach will be used to calculate the level of financial contributions towards employment and training activities:

- **Residential developments and residential elements of a mixed-use development:** a monetary contribution of £6,500<sup>21</sup> towards the cost of vocational training and employment support will be required by the Council for every 1,000sqm of development (Gross Internal Area) or every 10 residential units provided.
  
- **Commercial developments and commercial elements of a mixed-use development:** a monetary contribution will be calculated on the basis of an assumption about the level of net additional employment generated by a development. An example for B1 office space is set out below:
  - B1 (net) Gross Internal Area (GIA) / 12sqm per full full-time equivalent job (based on standard general office density)<sup>22</sup>  
  
**X**
  - 25% of Lambeth residents expected to be employed as part of the workforce<sup>23</sup>  
  
**X**
  - 17.8% of Lambeth residents with qualifications equivalent to or less than NVQ1 requiring training and/or support<sup>24</sup>  
  
**X**
  - £6,500 average cost for an out-of-work Lambeth resident in terms of support and training to obtain access to a skilled job<sup>25</sup>

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<sup>21</sup> £6,500 is the cost of training, preparing and placing an unemployed person claiming Employment Support Allowance into sustainable employment paid by the DWP to its suppliers.

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/325995/Work\\_Programme\\_Costs\\_v7\\_2014-07-01.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/325995/Work_Programme_Costs_v7_2014-07-01.pdf)

<sup>22</sup> On the basis of the Employment Densities Guide area per FTE for general office space – see: Drivers Jonas Deloitte (2010) Employment Densities - 2nd Edition

<sup>23</sup> According to the 2011 Census there were 138,200 jobs in Lambeth, of which 34,700 were people living and working in Lambeth. This represents just over 25% of the total number of jobs in Lambeth being taken by Lambeth residents.

<sup>24</sup> 17.8% is the proportion of Lambeth residents who have qualifications equivalent to or less than NVQ1 as measured by the ONS Annual Population

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Survey (Jan-Dec 2015) (82.2% of working age residents in Lambeth have qualifications equivalent to or more than NVQ2)

<sup>25</sup> £6,500 is the cost of training, preparing and placing an unemployed person claiming Employment Support Allowance into sustainable employment paid by the DWP to its suppliers.

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/325995/Work\\_Programme\\_Costs\\_v7\\_2014-07-01.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/325995/Work_Programme_Costs_v7_2014-07-01.pdf)

**7. Monitoring employment and skills obligations and timing of payments**

- 7.1. Applicants will be required to provide monitoring reports on the implementation of their Employment and Skills Plans once every six months to enable the Council to fulfil its monitoring obligations.
- 7.2. Payment of planning obligations relating to employment and skills will normally first fall due on the implementation of planning permission; a Section 106 agreement will set out the detailed arrangements for the timing of payments in individual cases.
- 7.3. Completed planning agreements will also provide for a monitoring fee linked to the overall package of obligations, reflective of the fact that the Council incurs costs in securing compliance with planning obligations generally.

**Appendix One – Financial contributions in lieu of Employment and Skills Plan commitments**

| Obligation (paragraph 6.2)  | Rate/means of calculation  |
|---|--|
| a) i) Apprenticeships for Lambeth residents aged under 25 <sup>26</sup>   | Shortfall against target number of apprenticeship starts (target: 1 new apprenticeship for every 1,000 sqm of development [GIA] or every 10 residential units provided)<br><b>X</b><br>£26,000 average net cost to employers in delivering an apprenticeship at Level 2 and 3 <sup>27</sup>                      |
| a) ii) Supported employment opportunities <sup>28</sup> in the end-user phase for long-term unemployed Lambeth residents  | Shortfall against target number of supported employment opportunities (target: 1 paid job placement for every 2,500sqm of development)<br><b>X</b><br>£8,217 average cost per paid job outcome for employment support services for people with learning disabilities and/or mental health problems <sup>29</sup> |
| a) iii) Notification of job vacancies, arising from both the construction and end-use occupation<br><br>a) iv) Work with the Council in the design and delivery of bespoke pre-employment and skills training for Lambeth residents | The same method of calculation will be used for both obligations a) iii) and a) iv):<br><br>Number of jobs estimated to be created during the construction <sup>30</sup> and end-use development during the first two years <sup>31</sup><br><b>X</b>  |

<sup>26</sup> Aiming to encourage more young people into apprenticeships, in response to relatively high rates of youth unemployment in the borough.

<sup>27</sup> Hogarth, T., Gambin, L., Winterbotham, M., Koerbitz, C., Hasluck, C., Baldauf, B. (2012) Employer Investment in Apprenticeships and Workplace Learning: The Fifth Net Benefits to Employers Study, London: Department for Business Innovation and Skills, Research Report 67 - <https://www.gov.uk/government/publications/employer-investment-in-apprenticeships-and-workplacelearning-the-fifth-net-benefits-of-training-to-employers-study>

<sup>28</sup> Supported employment means a personalised approach to working with people with complex needs, including individuals with disabilities, to access and retain open employment.

<sup>29</sup> National Development Team for Inclusion, [The Cost Effectiveness of Employment Support for People with Disabilities](#)

<sup>30</sup> Calculated using the relevant benchmarks in the Homes and Community Agency Guidance and Toolkit for Developers and Contractors <https://udc.homesandcommunities.co.uk/sites/default/files/our-work/developer-contractor-guidance.pdf>

<sup>31</sup> Calculated using the relevant employment density in the Homes and Community Agency Employment Density Guide 2015 [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/484133/employment\\_density\\_guide\\_3rd\\_edition.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/484133/employment_density_guide_3rd_edition.pdf)

|   |   |
|---|---|
|   | <p>25% of Lambeth residents expected to be employed as part of the workforce<sup>32</sup></p> <p><b>X</b></p> <p>17.8% of Lambeth residents with qualifications equivalent to or less than NVQ1 requiring training and/or support<sup>33</sup></p> <p><b>X</b></p> <p>£6,500 average cost for Lambeth unemployed resident in terms of support and training to obtain access to a skilled job<sup>34</sup></p> |
| <p>b) Engagement with young people aged 11 to 19 through local schools and colleges to promote relevant skills and qualifications</p> | <p>Half of the number of apprenticeships expected to be created as set out in paragraph 6.4 a) i)</p> <p><b>X</b></p> <p>£14,951 average cost of arranging 1 meaningful encounter (£2,001) and 1 workplace experience (£12,950) for every pupil by the end of Year 11<sup>35</sup></p>  |

<sup>32</sup> According to the 2011 Census there were 138,200 jobs in Lambeth, of which 34,700 were people living and working in Lambeth. This represents just over 25% of the total number of jobs in Lambeth being taken by Lambeth residents.

<sup>33</sup> 17.8% is the proportion of Lambeth residents who have qualifications equivalent to or less than NVQ1 as measured by the ONS Annual Population Survey (Jan-Dec 2015) (82.2% of working age residents in Lambeth have qualifications equivalent to or more than NVQ2)

<sup>34</sup> £6,500 is the cost of training, preparing and placing an unemployed person claiming Employment Support Allowance into sustainable employment paid by the DWP to its suppliers.

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/325995/Work\\_Programme\\_Costs\\_v7\\_2014-07-01.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/325995/Work_Programme_Costs_v7_2014-07-01.pdf)

<sup>35</sup> PWC, Assessing Benchmarks of Good Practice in School Career Guidance (Appendix 3, using School B estimated costs as this best reflects the average profile of a Lambeth secondary school)

<http://www.gatsby.org.uk/uploads/education/reports/pdf/pwc-assessing-benchmarks-of-good-practice-in-school-career-guidance.pdf>



**Appendix 4**  
**Education Site Transfer**

Land Registry  
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

|   |  |
|---|--|
| 1 | Title number(s) out of which the property is transferred:<br><br>TGL276795   |
| 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:  |
| 3 | Property:<br><br>Land to the east of New Park Road, London SW2<br><br>The property is identified<br><br><input checked="" type="checkbox"/> on the attached Plan 1 and shown edged red<br><br><input type="checkbox"/> on the title plan(s) of the above titles and shown: |
| 4 | Date:  |

|   |  |
|---|--|
| 5 | <p>Transferor:</p> <p>Metropolitan Housing Trust Limited</p> <p><b>For UK incorporated companies/LLPs</b><br/>Registered number of company or limited liability partnership including any prefix:</p> <p>16337R</p> <p><b>For overseas companies</b><br/>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>                                   |
| 6 | <p>Transferee for entry in the register:</p> <p>The Mayor and Burgesses of The London Borough of Lambeth</p> <p><b>For UK incorporated companies/LLPs</b><br/>Registered number of company or limited liability partnership including any prefix:</p> <p><b>For overseas companies</b><br/>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p> |
| 7 | <p>Transferee's intended address(es) for service for entry in the register:</p> <p>Lambeth Town Hall, Brixton Hill, London</p>   |
| 8 | <p>The transferor transfers the property to the transferee</p>   |

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

The covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 (“the LPMPA 1994”) are modified so that:

- (a) the covenant set out in Section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee’s failure to:
- i. make proper searches; or
  - ii. raise requisitions on title or on the results of the Transferee’s searches;
- (b) the covenants set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor; and
- (c) all matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 **Additional provisions**

**12.1 DEFINITIONS AND INTERPRETATION**

**12.1.1 The following definitions and rules of interpretation apply in this Transfer:.**

**“1954 Act”** Landlord and Tenant Act 1954;

**“Encumbrance”** any easements, rights, covenants, restrictions, land charges or anything of a similar nature other than:

(a) the grant of a lease for a term of ten (10) years or less and ancillary rights provided that such lease has a contractual term expiring not later than *[insert the date which is 6 months prior to the date 13 years from the date that the Transferor is ready willing and able to complete the Education Site Transfer pursuant to paragraph 4.1.2 of Part 3 of Schedule 5 of the S.106 Agreement]* and is contracted out of the 1954 Act so that the tenant will not have the benefit of a statutory right of renewal and under which the tenant is prohibited from using the Property other than such use as permitted under clause 12.4.1 of this Transfer; and

(b) the grant of a legal charge;

**“Deed of Covenant”** a deed of covenant in favour of the Transferor or the owner or owners from time to time of the Retained Land or any part of it containing covenants on the same terms as those given by the Transferee in clauses 12.4.4, 12.4.5 and 12.6;

**“Education Purposes”** any use for the provision of education within the scope of Use Class D1(c);

**“Permitted Disposal”** a lease of the Property or any part or parts thereof for a contractual term of years to expire not later than *[insert the date which is 6 months prior to the date 13 years from the date that the Transferor is ready willing and able to complete the Education Site Transfer pursuant to paragraph 4.1.2 of Part 3 of Schedule 5 of the S.106 Agreement]* which is contracted out of the 1954 Act so that the tenant will not have the benefit of a statutory right of renewal and under which the tenant is prohibited from using the Property other than such use as permitted under clause 12.4.1 of this Transfer and which prohibits the tenant from assigning or underletting the Property;

|  |  |
|--|--|
| <b>“Plan 1”</b>  | the plan annexed hereto and labelled “Plan 5 Land Transfer Plan”;  |
| <b>“Plan 2”</b>  | the plan annexed hereto and labelled “Site M5 Transfer Plan”;  |
| <b>“Retained Land”</b><br>hereof but   | the land contained in title number TGL276795 as at the date excluding:<br><br>a) the Property;<br><br>b) any individual unit of accommodation or lettable commercial unit; and<br><br>c) any building and its curtilage disposed of by the Transferor after the date hereof;   |
| <b>“S. 106 Agreement”</b><br>Country<br>London<br>Metropolitan<br>Prudential<br>Land and | an agreement entered into pursuant to section 106 of the Town and Planning Act 1990 on [ ] by (1) The Mayor and Burgesses of the Borough of Lambeth; (2) Metropolitan Housing Trust Limited; (3) Development Services Limited; (4) Transport for London; and (5) Trustee Company Limited in relation to the Property, the Retained other land;   |
| <b>“Site M5”</b>   | the part of the Property shown edged red on Plan 2;  |
| <b>“Site M5 Transfer”</b><br>Agreement;  | a transfer of Site M5 in the form required by the S. 106 Agreement;  |
| <b>“Use Class”</b><br>Classes)<br>of this  | the use classes set out in the Town and Country Planning (Use Order 1987 (as amended) in the form which is in force on the date Transfer.  |
| 12.1.2   | References in this Transfer:   |
| 12.1.2.1   | to the Transferee include the Transferee’s successors in title the owners from time to time of the Property; and   |
| 12.1.2.2   | to the Transferor include its successors in title the owner from time to time of the Retained Land   |
|  | save where the context otherwise precludes.  |
| 12.1.3   | Save in respect of the definition of <b>“Use Class”</b> a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts. |

- 12.1.4 Reference to the Property or to any other land is to include any part or parts as well as the whole.
- 12.1.5 All sums referred to are exclusive of Value Added Tax.
- 12.1.6 Any obligation in this Transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing from being done by another person.
- 12.1.7 Where a party is more than one person their rights and obligations are joint and individual.
- 12.1.8 The clause and schedule headings do not affect the interpretation of this Transfer.
- 12.1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 12.1.10 A provision of this Transfer which is void or unenforceable shall be severed from all other provisions of this Transfer and the remaining provisions shall continue to have effect.
- 12.1.11 Save where otherwise expressly stated, any reference to a clause or to a schedule or to an annexure is a reference to a clause of or to a schedule to or to an annexure of this Transfer.

**12.2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY**

**None**

**12.3 RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND**

**None**

**12.4 RESTRICTIVE COVENANTS BY THE TRANSFEREE**

The Transferee covenants with the Transferor, for the benefit of the Retained Land, with the intention of binding the Property:

- 12.4.1 Not to develop or use the Property or any part thereof for any purpose other than:

(a) in respect of the first ten (10) years following [date of s 106 agreement] for Education Purposes or any use within Use Class C3 and/or community uses within Use Class D1; and thereafter

(b) for Educational Purposes (only);

PROVIDED THAT if the Site M5 Transfer is entered into this covenant will cease to have effect in relation to Site M5 (but will continue to bind the remainder of the Property).

12.4.2 Not to cause or permit to be done in or upon the Property or any part thereof any act or thing which may be or become a legal nuisance to the owners or occupiers for the time being of the Retained Land or any part thereof.

12.4.3 Not to do or agree to anything on the Property which will delay or hinder, or prevent, the development of the Retained Land.

12.4.4 Whilst any of the covenants set out in clause 12.6 are still subsisting and capable of being enforced not to create any Encumbrance over Site M5 without the prior approval of the Transferor (not to be unreasonably withheld or delayed in the event that such Encumbrance would not adversely affect any future redevelopment or use of Site M5 for any purpose) PROVIDED THAT if the Site M5 Transfer is entered into this covenant will cease to have effect and will no longer be enforceable.

12.4.5 Whilst any of the covenants set out in clause 12.6 are still subsisting and capable of being enforced not to make any transfer or lease in excess of 7 years of the Property or any part of it save for a Permitted Disposal without first procuring that such transferee or lessee enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Retained Land PROVIDED THAT if the Site M5 Transfer is entered into this covenant will cease to have effect and will no longer be enforceable.

## **12.5 RESTRICTIVE COVENANTS BY THE TRANSFEROR**

**None**

## **12.6 POSITIVE COVENANTS BY THE TRANSFEREE**

The Transferee covenants with the Transferor, for the benefit of the Retained Land:

12.6.1 If:

- a) following the date that is thirteen (13) years from the date hereof, the Transferee has not developed the Property (including Site M5) for Educational Purposes; or

- b) at any time decides that it no longer requires the part of the Property being Site M5 for Educational Purposes,

then it will within three (3) months of such date notify the Transferor (the 'Notice') and, if called upon to do so by the Transferor serving written notice on the Transferee (the 'Option'), the Transferee shall within six (6) months of the date of the Option transfer its interest in Site M5 to the Transferor for nil consideration and with vacant possession by entering into the Site M5 Transfer.

- 12.6.2 In the event that the Transferor does not exercise the Option in accordance with clause 12.6.1 above within a period of twelve (12) months from the date of the Notice (the 'Option Expiry Date'), then the Transferee will be deemed to be released from the covenants contained in clause 12.6.1, which shall cease to have effect or be enforceable, and the Transferee will be under no obligation to enter into the Site M5 Transfer.

## **12.7 POSITIVE COVENANTS BY THE TRANSFEROR**

**None**

## **12.8 RESTRICTIONS**

- 12.8.1 The Transferee consents to entry of the following restriction against the title to the Property at the Land Registry and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clauses 12.4.4 and 12.4.5 of the transfer dated [ ] and made between (1) Metropolitan Housing Trust Limited; and (2) The Mayor and Burgesses of the London Borough of Lambeth have been complied with or do not apply to the disposition"

- 12.8.2 The Transferor hereby consents to the removal of the restriction referred to in clause 12.8.1 from the title of the Property following the earlier of:

- a) the Option Expiry Date subject to the Transferee having not exercised its Option by this date; and
  - b) completion of the Site M5 Transfer,
- but not otherwise.

## **12.9 TITLE MATTERS**



The disposition effected by this Transfer is made subject to the following matters (which the Transferee is deemed to have full knowledge of):

12.9.1 any matters discoverable by inspection of the Property before the date hereof;

12.9.2 any matters which the Transferor does not and could not reasonably know about;

12.9.3 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

12.9.4 any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number TGL276795 as at 18 February 2019 at 12:09:32;

12.9.5 public requirements;

12.9.5 any notice, order or proposal given or made by a body acting on statutory authority;

12.9.6 all local land charges whether registered or not before the date of this Transfer and all matters capable of registration as local land charges whether or not actually registered;

12.9.7 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; and

12.9.8 the S. 106 Agreement

#### **12.10 INDEMNITY COVENANT**

The Transferee hereby covenants with the Transferor by way of indemnity only that the Transferee and its successors in title to the Property will from the date of this Transfer comply with the agreements, covenants, restrictions, stipulations and other matters contained or referred to in clause 12.9 of this Transfer so far as they relate to the Property and are subsisting and capable of taking effect and will indemnify and keep the Transferor fully and effectually indemnified against all actions, proceedings, damages, costs, claims and expenses which may be suffered or incurred by the Transferor in respect of any future breach or non-observance or non-performance of those covenants and conditions subject to the Transferor taking reasonable steps to mitigate its loss.

#### **12.11 AGREEMENT AND DECLARATIONS**

- 12.11.1 Neither the Transferee nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement (except as herein contained) which would restrict or interfere with the free use of the Retained Land or any other land or buildings now owned by the Transferor or any part or parts thereof for building or other purposes and any enjoyment of light or air to the Property is by consent.
- 12.11.2 The Transferee shall not have the benefit of any easement or right other than those expressly granted by this Transfer and the operation of section 62 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* is excluded from this Transfer.
- 12.11.3 This Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 12.11.4 Other than as herein provided the parties to this transfer expressly agree that a person who is not a party to this transfer does not have the right to enforce any term of this Transfer under the Contracts (Rights of Third Parties) Act 1999.
- 12.11.5 If any term of this Transfer is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this Transfer and the enforceability of the remainder of this Transfer shall not be affected.
- 12.11.6 This Transfer constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 12.11.7 Each party acknowledges that in entering into this Transfer it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made negligently or innocently) other than those set out in this Transfer or the documents annexed to it.
- 12.11.8 Nothing in this Transfer shall limit or exclude any liability for fraud.
- 12.11.9 The Property transferred is held by Metropolitan Housing Trust Limited, an exempt charity and the restriction on disposition imposed by sections 117 to 121 of the Charities Act 2011 do not apply.

Executed as a **DEED** by affixing )  
the Common Seal of the **MAYOR** )  
**AND BURGESSES OF THE** )  
**LONDON BOROUGH OF** )  
**LAMBETH** in the presence of: )  
)

.....  
Authorised Signatory

Executed as a DEED by affixing )  
the Common Seal of )  
**METROPOLITAN HOUSING** )  
**TRUST LIMITED** in the presence )  
of: )  
)  
)

.....  
Authorised Signatory

.....  
Authorised Signatory



Land Registry  
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

|   |   |
|---|---|
| 1 | Title number(s) out of which the property is transferred:<br><br>[   ]  |
| 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:   |
| 3 | Property:<br><br>Site M5, off New Park Road, London SW2<br><br>The property is identified<br><br><input checked="" type="checkbox"/> on the attached Plan and shown edged red<br><br><input type="checkbox"/> on the title plan(s) of the above titles and shown: |
| 4 | Date:   |
| 5 | Transferor:<br><br>The Mayor and Burgesses of The London Borough of Lambeth<br><br><b>For UK incorporated companies/LLPs</b><br>Registered number of company or limited liability partnership including any prefix:   |

|  |
|--|
| <p><b>For overseas companies</b><br/> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>  |
| <p>6 Transferee for entry in the register:</p> <p>[Metropolitan Housing Trust Limited]</p> <p><b>For UK incorporated companies/LLPs</b><br/> Registered number of company or limited liability partnership including any prefix:</p> <p>[16337R]</p> <p><b>For overseas companies</b><br/> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p> |
| <p>7 Transferee's intended address(es) for service for entry in the register:</p> <p>[The Grange, 100 High Street, London N14 6PW]</p>   |
| <p>8 The transferor transfers the property to the transferee</p>   |

9 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

The covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 ("the LPMPA 1994") are modified so that:

- (a) the covenant set out in Section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:
- i. make proper searches; or
  - ii. raise requisitions on title or on the results of the Transferee's searches;
- (b) the covenants set out in sections 3 and 4(1)(b) of the LPMPA 1994 shall not extend to the physical state or condition of the Property;
- (c) the words "at his own cost" in section 2(1)(b) of the LPMPA 1994 are deleted and substituted by the words "at the cost of the person requiring compliance with this covenant."; and
- (d) all matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

**12.1 DEFINITIONS AND INTERPRETATION**

12.1.1 The following definitions and rules of interpretation apply in this Transfer:

**“Plan”** the plan annexed hereto and labelled [ ];

**“Retained Land”** the land contained in title number [ ] as at the date hereof;

**“S. 106 Agreement”** an agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 on [ ] by (1) The Mayor and Burgesses of the London Borough of Lambeth; (2) Metropolitan Housing Trust Limited; (3) Metropolitan Development Services Limited; (4) Transport for London; and (5) Prudential Trustee Company Limited in relation to the Property, the Retained Land and other land;

12.1.2 References in this Transfer:

12.1.2.1 to the Transferee include the Transferee’s successors in title the owners from time to time of the Property; and

12.1.2.2 to the Transferor include its successors in title the owner from time to time of the Retained Land

save where the context otherwise precludes.

12.1.3 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.4 Reference to the Property or to any other land is to include any part or parts as well as the whole.

12.1.5 All sums referred to are exclusive of Value Added Tax.

12.1.6 Any obligation in this Transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing from being done by another person.



12.1.7 Where a party is more than one person their rights and obligations are joint and individual.

12.1.8 The clause and schedule headings do not affect the interpretation of this Transfer.

12.1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.1.10 A provision of this Transfer which is void or unenforceable shall be severed from all other provisions of this Transfer and the remaining provisions shall continue to have effect.

12.1.11 Save where otherwise expressly stated, any reference to a clause or to a schedule or to an annexure is a reference to a clause of or to a schedule to or to an annexure of this Transfer.

## **12.2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY**

None

## **12.3 RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND**

None

## **12.4 RESTRICTIVE COVENANTS BY THE TRANSFEREE**

The Transferee covenants with the Transferor, for the benefit of the Retained Land, with the intention of binding the Property:

12.4.1 Not to cause or permit to be done in or upon the Property or any part thereof any act or thing which may be or become a legal nuisance to the owners or occupiers for the time being of the Retained Land or any part thereof.

12.4.2 Not to do or agree to anything on the Property which will delay or hinder, or prevent, the development of the Retained Land for Educational Purposes (as defined in the S. 106 Agreement) provided that the redevelopment of the Property for residential purposes will not be deemed to be in breach of this covenant.

## **12.5 RESTRICTIVE COVENANTS BY THE TRANSFEROR**

The Transferor covenants with the Transferee, for the benefit of the Property, with the intention of binding the Retained Land:

12.5.1 Not to cause or permit to be done in or upon the Retained Land or any part thereof any act or thing which may be or become a legal nuisance to the owners or occupiers for the time being of the Property or any part thereof.

12.5.2 Not to do or agree to anything on the Retained Land which will delay hinder or prevent the development of the Property.

#### **12.6 TITLE MATTERS**

The disposition effected by this Transfer is made subject to the following matters (which the Transferee is deemed to have full knowledge of):

12.6.1 any matters discoverable by inspection of the Property before the date hereof;

12.6.2 any matters which the Transferor does not and could not reasonably know about;

12.6.3 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

12.6.4 any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number [ ];

12.6.5 public requirements;

12.6.5 any notice, order or proposal given or made by a body acting on statutory authority;

12.6.6 all local land charges whether registered or not before the date of this Transfer and all matters capable of registration as local land charges whether or not actually registered;

12.6.7 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; and

12.6.8 the S. 106 Agreement

#### **12.7 INDEMNITY COVENANT**

The Transferee hereby covenants with the Transferor by way of indemnity only that the Transferee and its successors in title to the Property will from the date of this Transfer comply with the agreements, covenants, restrictions, stipulations and other matters contained or referred to in clause 12.6 of this Transfer so far as they relate to the Property and will indemnify and keep the Transferor and its successors in title fully and effectually

indemnified against all actions, proceedings, damages, costs, claims and expenses which may be suffered or incurred by the Transferor and its successors in title to the Retained Land in respect of any future breach or non-observance or non-performance of those covenants and conditions.

## **12.8 AGREEMENT AND DECLARATIONS**

12.8.1 Neither the Transferee nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement (except as herein contained) which would restrict or interfere with the free use of the Retained Land or any part or parts thereof for building or other purposes and any enjoyment of light or air to the Property is by consent.

12.8.1 Neither the Transferor nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement (except as herein contained) which would restrict or interfere with the free use of the Property or any part or parts thereof for building or other purposes and any enjoyment of light or air to the Retained Land is by consent.

12.8.2 The Transferee shall not have the benefit of any easement or right other than those expressly granted by this Transfer and the operation of section 62 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* is excluded from this Transfer.

12.8.3 This Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

12.8.4 Other than as herein provided the parties to this transfer expressly agree that a person who is not a party to this transfer does not have the right to enforce any term of this Transfer under the Contracts (Rights of Third Parties) Act 1999.

12.8.5 If any term of this Transfer is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this Transfer and the enforceability of the remainder of this Transfer shall not be affected.

12.8.6 This Transfer constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

12.8.7 Each party acknowledges that in entering into this Transfer it does not rely on, and shall have no remedies in respect of, any representation or warranty

(whether made negligently or innocently) other than those set out in this Transfer or the documents annexed to it.

12.8.8 Nothing in this Transfer shall limit or exclude any liability for fraud.

12.8.9 The Property will as a result of this Transfer be held by Metropolitan Housing Trust Limited, an exempt charity.

13 Execution

Executed as a DEED by affixing )  
the Common Seal of )  
**METROPOLITAN HOUSING** )  
**TRUST LIMITED** in the presence )  
of: )  
)

.....  
Authorised Signatory

.....  
Authorised Signatory

Executed as a **DEED** by affixing )  
the Common Seal of the )  
**MAYOR AND BURGESSES OF** )  
**THE LONDON BOROUGH OF** )  
**LAMBETH** in the presence of: )  
)

)

.....  
Authorised Signatory

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