

Dated

27th March

2013

- (1) The Mayor and Burgesses of The London Borough of Southwark
- (2) Lend Lease (Elephant & Castle) Limited
- (3) Transport for London
- (4) Lend Lease Europe Holdings Limited

**Agreement pursuant to
Section 106 of The Town and Country Planning Act 1990,
Section 111 of The Local Government Act 1972
and other powers in relation to land known as
The Heygate Estate, Elephant and Castle London**

Ref: LEG/RP/PL/S106/NB/63375

Eversheds LLP
One Wood Street
London
EC2V 7WS **Tel 0845 497 9797**
Fax 0845 497 4919
Int +44 20 7919 4500
DX 154280 Cheapside 8
www.eversheds.com

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THIS DEED is made on

27 March

2013

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ of the first part (hereinafter referred to as "the Council");
- (2) **LEND LEASE (ELEPHANT & CASTLE) LIMITED** a Company registered in England and Wales (Company No. 7196467) whose registered office is at 20 Triton Street Regents Place London NW1 3BF of the second part (hereinafter referred to as "the Developer");
- (3) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London, SW1H 0TL (hereinafter referred to as "Transport for London");
- (4) **LEND LEASE EUROPE HOLDINGS LIMITED** a company registered in England and Wales (Company No. 2594928) whose registered office is at 20 Triton Street, Regents Place, London NW1 3BF (hereinafter referred to as the "Guarantor")

WHEREAS:

- (A) The Developer wishes to undertake the Demolition and construct the Development upon the Site in accordance with the Demolition Planning Permission and the Planning Permission and the obligations contained herein.
- (B) The Council is the freehold owner of those parts of the Site described in **Schedule 2**, excluding the Church Land.
- (C) The Developer has entered into a conditional contract with the Council to purchase a long term leasehold interest in the Site and redevelop the Site pursuant to a Regeneration Agreement dated 23 July 2010 and made between the Council and the Developer.
- (D) The Developer and the Council have agreed that the Church Land which forms part of the Application should not be bound by the terms of this Deed until such time as the Developer has taken an interest in the same.
- (E) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (F) Transport for London is the strategic transport and highways authority by whom the transport-related obligations contained in this Deed may be enforced.
- (G) Pursuant to the Application the Developer applied to the Council for planning permission for the Development.
- (H) Pursuant to the Demolition Application the Developer applied to the Council for planning permission for Demolition.

- (I) On 15 January 2013 the Council's Planning Committee resolved to grant the Planning Permission and the Demolition Planning Permission subject to the completion of this Deed and reference to the Mayor of London.
- (J) Having regard to the provisions of the development plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the development of the Site ought only be permitted subject to the terms hereof and for that purpose the parties are willing to enter into this Deed.
- (K) The Council is satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in kind to the Development.
- (L) The Developer has agreed to covenant with the Council that if it acquires an estate or interest in the Site which is not at the date of this Deed part of the Site bound by this Deed it will enter into supplemental section 106 agreements in the form of the Confirmatory Deed in respect of such estate or interest in the Site.
- (M) The Guarantor has entered into this Deed to guarantee in accordance with Clause 4 the performance by the Developer of its obligations in this Deed

NOW THIS DEED WITNESSES:

1. DEFINITIONS AND INTERPRETATION

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

"1990 Act"	the Town and Country Planning Act 1990
"Acts"	Sections 38 and 278 of the Highways Act 1980, Section 27 of the Greater London Council (General Powers) Act 1969, Section 16 of the Greater London Council (General Power) Act 1974, Section 1 of the Localism Act 2011 and Sections 111 120 and 123 of the Local Government Act 1972 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other relevant enabling powers and statutory duties
"Adjacent Developments"	developments located within the Elephant and Castle Opportunity Area including the Rodney Road Development and such other developments as may be identified in the Site Wide Energy Strategy
"Administration Cost"	the sum of £189,134 (One Hundred and Eighty Nine Thousand One Hundred and Thirty Four Pounds) to be paid by the Developer to the Council in accordance with clause 19 for the reasonable

	<p>costs incurred by the Council in administering the Deed including maintenance of financial records, monitoring the progress of the Development including receipt of payments made and expended and applied, and monitoring compliance with the terms of the Deed</p>
"Advance Infrastructure and Enabling works"	<p>initial enabling and site set-up works required for the development in accordance with details to be submitted to and approved by the Council (in consultation with Transport for London) which may include:</p> <p>site establishment and temporary welfare facilities and temporary site accommodation;</p> <p>installation of construction plant;</p> <p>utilities diversions and reinforcements but only insofar as shall be necessary to enable the construction of the Development to commence;</p> <p>temporary drainage, power, and water supply for construction; and</p> <p>construction access and egress and/or site roads</p>
"Affordable Housing"	<p>subsidised housing calculated on the basis of Habitable Rooms that will be available in perpetuity to persons who cannot afford to rent or buy homes locally on the open market and which shall comprise:</p> <p class="list-item-l1">(a) Rented;</p> <p class="list-item-l1">(b) Shared Ownership.</p>
	<p>In accordance with the Affordable Housing Framework and paragraph 5 of Schedule 3</p>
"Affordable Housing Framework"	<p>the framework contained at Appendix 4 which provides for 25% Affordable Housing across the Development 50% of which shall be Rented and 50% Shared Ownership</p>
"Affordable Housing Service Charge"	<p>The service charge to be charged to residents of the Affordable Housing Units</p>
"Affordable Housing Strategy"	<p>the strategy document which shall set out how the Affordable Housing is to be delivered as part of the Development and which shall be submitted by the Developer to the Council for approval in accordance with sub-paragraph 5.3 of Schedule 3</p>
"Affordable Housing	<p>a Dwelling which is used for Affordable Housing and references to Affordable Housing Units shall be</p>

Unit"	construed accordingly
"Affordable Rented Levels"	Affordable Housing let by local authorities or private Registered Providers of social housing to households who are eligible for social rented housing and which is subject to rent controls that require a rent of no more than 50% of the market rent (including service charges, where applicable) calculated in accordance with The Regulatory Framework for Social Housing in England from April 2012: Annex A - The Rent Standard Guidance March 2012 or such guidance that may replace it or supersede it where the maximum annual rental increase of a dwelling let at Affordable Rented Levels is calculated in accordance with the Retail Price Index, recorded for the ninth month of the preceding year + 0.5%
"Affordable Rent Rebase"	the rebase of Affordable Rented Levels triggered upon the issue or renewal of an Affordable Rent Unit tenancy to the maximum value of 50% of the Market Rent (inclusive of service charges) and in accordance with the maximum Local Housing Allowance limit for the respective Affordable Rent Unit or such allowance that may replace it or supersede it
"Affordable Rent Units"	the units of Affordable Housing that are provided at Affordable Rented Levels
"Affordable Retail Marketing Commencement Date"	the date the Developer notifies the Council it intends to commence the marketing of the Affordable Retail Units in accordance with sub-paragraph 27.7 of Schedule 3
"Affordable Retail Units"	means ten percent (10%) of the GIA of retail floorspace in the Development in locations to be agreed in the Affordable Retail Units Strategy and Reserved Matters Affordable Retail Units Strategy to be provided by the Developer at a subsidised rent to SMEs within the Borough in accordance with sub-paragraphs 27.1 and 27.3 of Schedule 3
"Affordable Retail Unit Strategy"	the strategy for the delivery of the Affordable Retail Units comprising part of the Development submitted to the Council in accordance with sub-paragraph 27.1
"After-Acquired Interest"	A new interest to be hereafter created in the Site (whether under the Regeneration Agreement or otherwise) and/or any interest in the Site currently in

	the ownership of a party (including the Council) other than the Developer which is therefore not presently bound by or the subject to the obligations contained in this Deed
"Agreed Carbon Targets"	the targeted regulated net CO ₂ emissions described in the table on page iii of the Executive Summary of the Energy Strategy (March 2012) submitted on 2 April 2012 forming part of the Heygate Masterplan Outline Planning Application Energy Strategy
"Agreed Renewable Energy Target"	20% (twenty per cent) of remaining on-site CO ₂ demand (regulated and unregulated) (after reduction in CO ₂ emissions through the application of energy efficient design measures and decentralised energy) met by using on-site low and zero carbon sources of energy as required by the London Plan and/ or Southwark Core Strategy or such amendments or successor document as replaces them in the future
"Alternate Guarantor"	the party acting as the guarantor in Guarantee B or Guarantee C (as the case may be) in accordance with clause 4
"Alternate Guarantor Terms"	the terms to be satisfied by the Alternate Guarantor set out at Schedule 11
"Application"	the application for planning permission submitted by the Developer to the Council and received by the Council on 2 April 2012 and subsequently amended on 28 September 2012 to carry out the Development upon the Site (LBS Registered Number 12/AP/1092)
"Base Specification"	<p>Means the specification with which Market Wheelchair Accessible Dwellings shall comply, including as a minimum:</p> <ol style="list-style-type: none"> 1. Clear door openings of at least 900mm 2. Approach space inside the front door: sufficient space for transfer to a second wheelchair 1800mm x 1500mm 3. For entering and leaving the home a storage area with a 1500mm turning circle and a 1500mm x 1200mm charging space with a power socket. 4. Secondary doors - A clear 900mm door opening, 550mm approach space to both sides of the door on the lock side, level weather-tight threshold as for front entrance door. 5. All passageways: Minimum 1200mm width clear of obstructions.

6. Internal door openings: Recommended clear opening 900mm, 550mm approach space to opening edge both inside and outside the room. No 2 leaf doors.
7. Turning circle: Each room shall have extra space for 1500mm turning circle clear of the door swing.
8. Transfer spaces: 1400mm is required in front of any fixed or heavy furniture (e.g. beds, wardrobes, chests of drawers and sofas).
9. Kitchen to allow for space where a moveable counter could be installed.
10. Main bathroom should have a drainage gully to allow adaptation to a wet room, and have sufficient space provision for future installation of a level access shower and walls that can support grab bars
11. Turning circle: Bath and/or shower rooms must each have 1500mm turning circle clear of the basin and WC

“Borough”	the London Borough of Southwark
“Building”	any building or part of any building comprised in the Development
“Bus Contribution”	the sum of two million two hundred thousand pounds (£2,200,000) or one million one hundred thousand pounds (£1,100,000) to be paid by the Developer in accordance with either sub-paragraphs 19.3.1 or 19.3.2 of Schedule 3
“Bus Service Enhancement”	the Bus Service Enhancement provided to serve the Development in accordance with paragraph 19 of Schedule 3 and the Sponsored Route Agreement
“Bus Service Commitment Date”	the date when Transport for London shall have issued invitations to tender (or as the case may require shall have invited the existing operators to tender) for the provision of the Bus Service Enhancement PROVIDED THAT Transport for London has served a Bus Service Commitment Notice on the Developer
“Bus Service Commitment Notice”	The written notice to be served on the Developer in accordance with paragraph 19.1 of Schedule 3 by Transport for London informing the Developer of the Bus Service Commitment Date which shall be served no sooner than two years from the Date of this Deed and which shall give the Developer no less than 12

	months prior notice of the Bus Service Commitment Date
"Bus Stand"	the bus stand and driver facility (including drivers' toilets and bus turning route) which may be provided by the Developer on the Site in accordance with the Bus Stand Specification and the provisions of paragraph 19 of Schedule 3
"Bus Stand Specification"	the specification of the Bus Stand set out in Appendix 9 with such amendments or modifications as may be proposed by Transport for London and agreed by the Council and the Developer in writing from time to time in accordance with the terms of this Deed (such agreement not to be unreasonably withheld or delayed)
"BCIS All in Tender Price Indexation"	the rate of inflation as measured by the All in Tender Price Index as published by the Royal Institute of Chartered Surveyors' Building Cost Information Service or any successor to that index from time to time or (if there is no successor) such other appropriate alternative index agreed between the Parties (acting reasonably)
"Car Club"	The Car Club to be promoted or procured by the Developer pursuant to the Car Club Scheme
"Car Club Cars"	the vehicles in the ownership of the Car Club Operator that will be allowed to park in the Car Club Spaces
"Car Club Operator"	the operator of the Car Club Scheme as the Council may approve from time to time
"Car Club Scheme"	a scheme to be submitted by the Developer to the Council for approval setting out Car Club Spaces or the extension of an existing car club which will be available for non-exclusive use by residents of the Development run by a Car Club Operator in the Borough and in accordance with the scope set out in the Car Club Principles contained in Appendix 5 and the provisions of paragraph 12 of Schedule 3
"Car Club Principles"	the principles governing the operation of the Car Club Scheme set out in Appendix 5 ;
"Car Club Spaces"	the provision of Car Club spaces for Car Club Cars or Car Club Vans in the Development provided as part of the Car Parking Spaces or Parking Bays and provided in accordance with paragraph 12 of

Schedule 3 and the Car Club Principles

“Car Club Van”	a van or vans in the ownership of the Car Club Operator that will be allowed to park in the Car Club Spaces
“Car Parking Spaces”	the car parking spaces designated by and managed through the Estate Management Company to be provided in accordance with the Planning Permission to serve residents and visitors of the Development which could be provided within Plots or on-street around a Plot and for the avoidance of doubt include Car Club Spaces designed for disabled users required to serve the Development and spaces equipped with Electric Charging Points
“Car Parking Management Plan”	a scheme to be submitted to the Council for approval in consultation with Transport for London in accordance with sub-paragraph 14.4 of Schedule 3 setting out how the Car Parking Spaces provided within or around a Plot shall be managed
“Car Parking Scheme”	the scheme to be submitted to the Council for approval in consultation with Transport for London under sub-paragraph 14.1 of Schedule 3 with each Reserved Matters Application setting out the quantum and distribution of Car Parking Spaces within or around a Plot in accordance with the permitted provision in the Planning Permission
“CAVAT Value”	the monetary value ascribed to trees as the Capital Asset Value for Amenity Trees (CAVAT) being a method of valuation adopted by the London Tree Officers Association
“Certificate of Practical Completion”	a certificate of practical completion which is issued by the nominated certifier under a Construction Contract
“Charging Schedule”	has the meaning given in the Community Infrastructure Levy Regulations 2010
“Children’s Play Provision”	provision of the children’s play equipment
“Children’s Play Provision Strategy”	a strategy for the provision of the children’s play equipment to comprise part of the Development
“CHP 1”	the first CHP unit in the Development which will deliver at least 264kW in accordance with the

Heygate Masterplan Outline Planning Application Energy Strategy PROVIDED THAT in the event that the Optimum CHP Provision is amended or varied in accordance with this Deed then the kW in CHP1 shall be amended or varied accordingly as approved by the Council

“CHP 2”

the second CHP unit in the Development which will deliver at least 985kW in accordance with the Heygate Masterplan Outline Planning Application Energy Strategy PROVIDED THAT in the event that the Optimum CHP Provision is amended or varied in accordance with this Deed then the kW in CHP1 shall be amended or varied accordingly as approved by the Council

“Church Land”

that part of the Site shown edged in blue on Plan 1 contained in **Appendix 8**

“Construction Workplace Co-ordinator”

an employee or other person or persons provided or procured by the Developer to perform a brokering role between the Demolition and construction contractors of the Development and the training and employment of unemployed local jobseekers during the Demolition and construction phases of the Development as set out in **sub-paragraph 9.3 of Schedule 3**

“Commence Demolition”

the carrying out of a material operation as defined in section 56(4) of the Town and Country Planning Act 1990 is first carried out in respect of the Demolition PROVIDED THAT any works of or associated with environmental or archaeological investigations, site and soil surveys, erection of contractors' work compounds, erection of site offices, erection of temporary fencing or hoardings to site boundaries or other temporary means of enclosure for site security, provision of temporary services and making of site boundaries and the laying out of temporary site access roads and services shall for the purposes of the Deed be deemed not to be material operations

"Committed"	(unless a contrary intention expressly appears) the payment or part payment of a Contribution (or a contractual obligation to pay a Contribution) which has been authorised either by a Council committee resolution or by an officer with appropriate delegated authority or (in the case of Transport for London) has been duly authorised by the Mayor of the relevant board or officers
"Community Space Contribution"	the calculation of a sum in accordance with paragraph 25 of Schedule 3 for the purposes of providing space for use by the local community calculated on the basis of £156 per Dwelling
"Community Space"	the internal areas, building or buildings comprising part of the Development which may be provided in lieu of the Community Space Contribution and made available to the local community for uses including (but not limited to):
	<ul style="list-style-type: none"> • library • art and cultural use • community hall • childcare, day nurseries, crèche facilities
	to serve the Development in accordance with the Community Space Specification
"Community Space Certificate"	a written approval issued by or on behalf of the Council to the Developer to the effect that any defects identified by the Council in the Community Space have been rectified and all obligations under sub-paragraph 25.11 of Schedule 3 have been discharged by the Developer
"Community Space Maintenance Period"	the period of 12 months commencing from the date the Community Space is completed during which the Developer has to rectify any of the defects identified by the Council and has to maintain the Community Space to a reasonable standard pursuant to sub-paragraph 25.11 of Schedule 3
"Community Space Specification"	a detailed specification for the Community Space which (includes details of the quantum of space to be provided) is to be submitted pursuant to sub-paragraph 25.4 of Schedule 3
"Confirmatory Deed"	the deed to be completed pursuant to clause 5 in

the form provided at **Appendix 1** to this Deed

"Construction Contract"	A contract for the construction and completion of a Building or Plot within the Development (as the context permits) entered into by the Developer incorporating the Construction Programme
"Construction Environmental Management Plan"	a construction and environmental management plan to be submitted to the Council and Transport for London by the Developer in accordance with subparagraphs 3.2 and 3.3 of Schedule 3 and which Construction Environmental Management Plan shall be (1) in general accordance with the principles contained in the 'Construction Management Plan - Revised September 2012' appended to the Revised Environmental Statement as submitted by the Applicant in September 2012 as further information (2) shall be in general accordance with the principles contained in the Council's Environmental Code of Construction Practice and (3) shall be in general accordance with the guidance and principles contained in "The London Freight Plan sustainable freight distribution: a plan for London" and associated guidance as published by the Mayor of London and Transport for London (including any revisions or successor documents) and associated guidance as published by the Mayor of London and Transport for London
"Construction Programme"	the proposed programme for the construction and completion of the first Phase of the Development by a specified completion date to be submitted by the Developer and approved by the Council prior to the letting of the Construction Contract and which shall thereafter form part of the Construction Contract
"Construction Workplace Co-ordinator"	the co-ordinator who will be appointed by the Developer in accordance with paragraph 9.3 of Schedule 3 who will provide training and support to facilitate access to construction jobs during the Demolition and construction works comprising in the Development
"Contributions"	all contributions or payments payable by the Developer pursuant to and in accordance with this Deed as set out in Schedules 3 and 4 or such one or of them as may be relevant in the context in which they are being referred to in this Deed
"Council"	the party of the first part hereto which shall include its successors to its functions from time to time

“Cycle Hire Actual Costs”	the actual costs incurred by Transport for London in providing the Cycle Hire Docking Stations and Cycle Hire Docking Points (including twelve months' initial maintenance and servicing works) as set out in the Cycle Hire Notice
“Cycle Hire Costs”	the sums payable by the Developer to the Council or (as the case may require) Transport for London in accordance with sub-paragraphs 18.5 and 18.8 of Schedule 3
“Cycle Hire Cost Estimate”	means the fair and reasonable estimate or estimates provided in writing by Transport for London to the Developer in respect of the costs of providing (including twelve months initial maintenance and servicing works) the Cycle Hire Docking Stations and Cycle Hire Docking Points PROVIDED THAT the total aggregate cost contained in the Cycle Hire Cost Estimates shall not exceed the maximum aggregate cost set out in the Cycle Hire Cost Cap
“Cycle Hire Cost Cap”	the maximum aggregate cost of £530,000 which includes the relocation of existing Cycle Hire Docking Station and Cycle Hire Docking Points at Wansey Street and the monetary value of any works of preparation by the Developer as set out in the Cycle Hire Cost Estimate(s)
“Cycle Hire Notice”	The notice or notices to be served by Transport for London on the Developer pursuant to sub-paragraph 18.6 of Schedule 3 detailing the Cycle Hire Actual Costs
“Cycle Hire Docking Stations” and “Cycle Hire Docking Points”	means facilities comprising Cycle Hire Docking Points existing in the local area and proposed expanded and new cycle hire facilities to serve both the Development and the Rodney Road Development in accordance with the indicative Plan labelled Plan 4 in Appendix 8 or such other plan agreed with Transport for London from time to time which for the avoidance of doubt includes the existing Wansey Street docking station or any relocation thereof and which Cycle Hire Docking Stations are to be provided in accordance with the relevant Detailed Phase Delivery Programme(s)
“Cycle Hire Scheme”	the scheme to be submitted to and approved by the Council and Transport for London in accordance with sub-paragraphs 18.1 and 18.2 of Schedule 3 for the delivery of Cycle Hire Docking Stations and 90 additional Cycle Hire Docking

	Points as part of the London-wide Barclays Cycle Hire Scheme operated by Transport for London or any replacement scheme introduced by Transport for London and in operation from time to time
"Cycle Routes"	the cycle routes (which shall be way-marked and/or signed and available to cyclists either as dedicated cycle lanes or shared with pedestrians and/or other vehicular traffic) to be included in the Development in accordance with the Planning Permission and the details to be approved by the Council and Transport for London and are shown for indicative purposes on Plan 4 in Appendix 8 including (for the avoidance of doubt) a north – south route on the western part of the site and a north – south route on the eastern part of the site in the locations indicated for identification purposes by broken purple lines
"Demolition"	the demolition of any buildings or structures forming part of the existing Heygate Estate (or any part thereof) within the Site pursuant to the Demolition Planning Permission
"Demolition Application"	the application for planning permission submitted by the Developer to the Council and received by the Council on 28 September 2012 to carry out demolition upon the Site (LBS Registered Number 12/AP/3203)
"Demolition Environmental Management Plan"	the detailed programme and environmental management plan to be submitted to the Council and Transport for London by the Developer in accordance with sub-paragraph 3.1 of Schedule 3 and which Demolition Environmental Management Plan shall be (1) in general accordance with the parameters and principles contained in the 'Construction Management Plan – Revised September 2012' appended to the Revised Environmental Statement as submitted by the Applicant with the Application in September 2012 as further information (2) shall be in general accordance with the principles contained in the Council's Environmental Code of Construction Practice and (3) shall be in general accordance with the guidance and principles contained in "The London Freight Plan - sustainable freight distribution: a plan for London" and associated guidance as published by the Mayor of London and Transport for London (including any revisions or

	successor documents) and associated guidance as published by the Mayor of London and Transport for London
"Demolition Planning Permission"	the planning consent to be simultaneously issued with the Planning Permission and assigned the reference 12/AP/3203 a copy of which is appended hereto as Schedule 1
"Detailed Phase Delivery Programme"	the detailed delivery programme for each Phase to be submitted by the Developer to and approved in writing by the Council (in consultation with Transport for London) before the Implementation of such Phase and setting out the detailed programme in relation to the sequence and approximate duration of the contract for delivery of the Key Phase Infrastructure Works the Bus Stand (where appropriate) and the Public Realm comprised in such Phase such Detailed Phase Delivery Programme to be generally in accordance with the approved Phasing Plan
"Developer"	the party of the second part hereto which shall (unless the context otherwise requires) include their respective successors in title lessees or sub-lessees and assignees from time to time
"Development"	redevelopment of the Site in accordance with the Planning Permission to provide a mixed use development comprising residential (C3), retail (A1-A5), commercial (B1), leisure and community (D1 and D2), and energy centre (sui generis) uses, new landscaping, park and public realm, car parking, means of access and other associated infrastructure and works and which for the avoidance of doubt excludes Demolition
"Disposal"	<p>The occurrence of any of the following:</p> <ul style="list-style-type: none"> (i) the grant of any legal, equitable or incorporeal interests in respect of any Dwelling(s) on the Site; (ii) the grant of any lease on Shared Ownership Terms or any other lease or tenancy in respect of any Dwelling(s) on the Site; (iii) the completion of a contract or option for the sale or lease or tenancy of any Dwelling(s) on the Site; and (iv) the completion of an assignment of a lease or

tenancy in respect of any Dwelling(s) on the Site,

and the date upon which any of the above events occur in respect of any Dwelling(s) shall be deemed the Disposal Date PROVIDED THAT where they occur (a) before the Building in which the relevant Dwelling is located has reached Practical Completion and/or (b) before the relevant Dwelling has reached Practical Completion and/or (c) before the relevant Dwelling is capable of Occupation then the Disposal Date shall be the date on which the last of events (a), (b) or (c) occurs and for the purpose of this definition a Dwelling is capable of Occupation when it is complete (excluding carpets, furniture, and fittings) except for minor defects that can be put right without undue interference or disturbance to the occupier

"Dwelling"	any residential unit constructed on the Site pursuant to the Planning Permission
"EIA Directive"	The Environmental Impact Assessment Directive 2011/92/EU
"Employment Targets and Requirements"	The employment and training targets and requirements contained in the Employment and Training Scheme
"Education Contribution"	the sums to be paid by the Developer in accordance with paragraph 3 of Schedule 4 to secure the provision of school places for primary and secondary education within the Borough calculated on the basis of £534.34 per Dwelling
"Electric Charging Points"	Car Parking Spaces equipped with active electric charging points or passive provision to be provided within the Development in accordance with the Planning Permission
"Elephant and Castle Opportunity Area"	the area so defined in the Elephant and Castle Supplementary Planning Document and Opportunity Area Planning Framework dated March 2012
"Elephant and Castle Strategic Transport Tariff"	the sum of thirteen million twenty seven thousand and seven hundred and eight pounds (£13,027,708) to be paid by the Developer to the Council in accordance with paragraph 6 of Schedule 4 and to be expended by the Council or Transport for London towards strategic transport improvements identified in Appendix 3 of the Council's Elephant and Castle Supplementary

	Planning Document and Opportunity Area Planning Framework dated March 2012 ("Elephant and Castle Strategic Transport Tariff Works")
"Elephant and Castle Strategic Transport Tariff Works"	the proposed works comprising improvements to the Northern Roundabout and capacity improvements for the Northern Line Ticket Hall and associated works as generally identified in Appendix 3 to the Elephant and Castle Supplementary Planning Document and Opportunity Area Planning Framework dated March 2012 of which relevant extracts are contained in Appendix 11 or if and to the extent that it may prove to be impracticable by the year 2021 to carry out the optimum mitigation works on the Northern Line Ticket Hall and/or Northern Roundabout despite Transport for London having used its reasonable endeavours to secure the legal powers funding and other resources needed to secure such improvements such other reasonable and necessary strategic transport mitigation or improvement works as may be reasonably required in order to mitigate the impacts of the Development (including cumulative impacts) and as may be agreed between the parties
"Employment and Training Scheme"	the scheme approved by the Council pursuant to sub-paragraphs 9.1 and 9.2 of Schedule 3 of this Deed to secure jobs during the Demolition and construction stages of the Development
"Employment in the Development Contribution"	the sum of £257,961 (two hundred and fifty seven thousand nine hundred and sixty one pounds) to be paid by the Developer in accordance with paragraph 5 of Schedule 4
"Employment in Construction Contribution"	the sum of £2,051,763 (two million fifty one thousand seven hundred and sixty three pounds) that may be payable pursuant to sub-paragraph 9.7 of Schedule 3
"Employment in Construction Management Contribution"	a management and monitoring fee to the value of £166,359 (one hundred and sixty six thousand three hundred and fifty nine pounds) to cover the programme management and monitoring costs of the Employment and Training Scheme in accordance with paragraph 4 of Schedule 4
Energy Centre	the energy centre to be provided within the Site as part of the Development in accordance with the Site Wide Energy Strategy and the principles contained in the Heygate Masterplan Outline

Planning Application Energy Strategy supplying all the heat for the Development and constructed with the capacity to provide heat to an additional 1000 residential units in Adjacent Developments and including (as the circumstances and the Site Wide Energy Strategy and the relevant Detailed Phase Delivery Strategy shall require) CHP1 and CHP2

"Energy Services Contract"

an agreement or contract with an ESCO which requires the ESCO to provide the ESCO Services to the Site and shall (where the context so requires) include any renewed or replacement Energy Services Contract in the event that an earlier Energy Services Contract is terminated for whatever reason

"ESCO"

an energy service company being a supplier of ESCO Services

"ESCO Services"

the proposed supply of heating and other ancillary or related services to the Development and Adjacent Developments in accordance with the parameters and principles set out in the Heygate Masterplan Outline Planning Application Energy Strategy the Planning Permission and the terms of this Deed

"Estate Management Company"

one or more public or private bodies to be nominated or established by the Developer (with the approval of the Council) to carry out the long term management and maintenance functions in relation to some or all of the elements of the Development described in **paragraph 4 of Schedule 3**

"Estate Management Strategy"	the strategy or strategies for ensuring that all privately maintainable highways, drainage infrastructure, the Park Area, Temporary Parks Area and Public Realm identified in such strategy or strategies to be provided within the Development are maintained managed repaired and renewed (where required) to a high standard and such strategy to be submitted by the Developer to the Council and approved by the Council in consultation with (where appropriate) the GLA and (insofar as those matters are associated with strategic transport matters for which Transport for London has responsibility or in respect of which they may have an interest as owner, operator or occupier) Transport for London in accordance with paragraph 4 of Schedule 3
"Exchanged Contracts"	Contracts for the sale or a grant of a lease of a Wheelchair Accessible Dwelling which have been exchanged in accordance with the requirements of the section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 (and "Exchange of Contracts" shall be construed accordingly)
"First Sufficient Thermal Demand"	the point at which the combined heat load of the Development and/or Rodney Road Development to be connected to the Energy Centre in accordance with the Heygate Masterplan Planning Application Outline Energy Strategy dated March 2012 requires 3 GWh of heat as demonstrated by the Developer's mechanical and electrical engineers to the reasonable satisfaction of the Council (in consultation with the GLA) PROVIDED THAT in the event of evidence being provided by the Developer to the Council in relation to the energy performance of the buildings and other detailed design considerations then the GwH of heat in First Sufficient Thermal Demand shall be amended or varied accordingly as approved by the Council
"Further Affordable Housing"	Following a viability review under sub-paragraph 7.2 of Schedule 3 any Affordable Housing to be provided by the Developer on the Site as part of the Development over and above the 25% Affordable Housing to be provided in accordance with the Affordable Housing Strategy, PROVIDED THAT the total aggregate provision of Affordable Housing and Further Affordable Housing (including any additional Affordable Housing under paragraph 8 of Schedule 3) shall not exceed 35% of the Habitable Rooms comprised in the

Development

"Further Affordable Housing Proposal"	a proposal which shall be prepared by the Developer and submitted to the Council for approval specifying any Further Affordable Housing to be provided as part of the Development following a Viability Report under paragraph 7 of Schedule 3
"GIA"	the gross internal area
"GLA"	the Greater London Authority established by the Greater London Authority Act 1999 or any statutory successor exercising its current statutory powers under the Greater London Authority Acts 1999 and 2007
"GLA Affordability Threshold"	the income threshold for intermediate housing as contained within the London Plan and as updated on an annual basis in the London Plan Annual Monitoring Report
"Guarantee A"	the guarantee referred to at clause 4 and set out at Schedule 12
"Guarantee B"	the guarantee referred to at clause 4 and set out at Schedule 13
"Guarantee C"	the guarantee referred to at clause 4 and set out at Schedule 14
"Guarantor"	the party of the fourth part hereto which may include its assigns from time to time in accordance with the terms of this Deed
"Habitable Rooms"	<p>a room with at least one window within a Dwelling which room is:</p> <ul style="list-style-type: none">(a) capable of use for sleeping, living or dining; and(b) a kitchen with an overall floor area of not less than 11 m², <p>but excluding in all cases toilets, bathrooms, landings, halls and lobbies</p> <p>PROVIDED ALWAYS that any room in excess of 27.5 m² will be treated as 2 Habitable Rooms in the determination of the quantum of Affordable</p>

“Health Contribution”	the sum to be paid by the Developer in accordance with paragraph 24 of Schedule 3 towards the provision of health facilities in the Elephant and Castle Opportunity Area calculated on the basis of £603.43 per Dwelling PROVIDED THAT such Health Contribution is only payable in the event that Health Facility is not provided by the Developer in the Development
“Health Facility”	the building or part of the Development (comprising no more than 500 sq m) which shall be made available in lieu of payment of the Health Contribution for the provision of health services to serve the Development in accordance with the Health Facility Specification
“Health Facility Actual Costs”	the costs of the Health Facility which shall include construction costs together with the alternative use value of the unit in which the Health Facility is built (excluding a residential use value) to be provided by the Developer to the Council pursuant to sub-paragraph 24.8 of Schedule 3
“Health Facility Specification”	a detailed specification for the Health Facility in general accordance with the specification which is to be submitted pursuant to sub-paragraph 24.2.1 of Schedule 3
“Heygate Masterplan Outline Planning Application Energy Strategy”	the Energy Strategy (March 2012) submitted with the Application on 2 April 2012 as subsequently amended by the Energy Strategy Addendum (September 2012) submitted on 28 September 2012
“Heygate Masterplan Outline Travel Plan”	the Travel Plan (September 2012) submitted on 28 September 2012 in support of the Application and attached at Appendix 7
“Heygate Heat Network”	the heat network to be delivered to all Buildings within the Development and Rodney Road Development by the ESCO for the transfer of heat from the Energy Centre in accordance with the Planning Permission and the terms of this Deed
“Highway Authority”	the Council and/or Transport for London (as the case may be) in respect of the Highway Works (and any statutory successors from time to time)

"Highway Works Strategy"	the strategy to be submitted by the Developer to the Council and Transport for London under sub-paragraph 16.2 of Schedule 3
"Highways Works"	the highways improvements (including Cycle and Pedestrian Routes) including (without limitation) the works described in Schedule 3 shown for illustrative purposes on Plan 2 in Appendix 8
"Implementation"	the date upon which a material operation as defined in section 56(4) of the Town and Country Planning Act 1990 shall be first carried out in respect of the Development or (or as the context permits) any Plot Phase Building or Demolition of the Development PROVIDED THAT any works of or associated with environmental or archaeological investigations, site and soil surveys, erection of contractors' work compounds, erection of site offices, erection of temporary fencing or hoardings to site boundaries or other temporary means of enclosure for site security, provision of temporary services and making of site boundaries and the laying out of temporary site access roads and services shall for the purposes of the Deed be deemed not to be material operations and references to "Implementation" "Implemented" and "Implement" shall be construed accordingly and where the context permits Implementation Date, "Implement" "Implemented" and "Implementation" may be construed as independent events in respect of individual parts of the Development
"Indexation"	the indexation to be applied in accordance with clause 18
"Indicative Construction Programme"	means the assumed construction programme submitted by the Developer as part of the Application and a copy of which is included as Plan 8 in Appendix 8
"Individual Purchaser"	any individual purchaser buying either a freehold or a leasehold estate in a Dwelling within the Development at arm's length from the Developer
"Infrastructure Levy"	any tariff, charge, levy or tax (including any surcharges, debts, interest or other payment in relation thereto) applied in relation to land which is payable in relation to Infrastructure due to and following the Implementation of the Planning Permission in respect of the Site (including the Community Infrastructure Levy as defined in the Planning Act 2008 and further defined in the

subsequent Community Infrastructure Levy Regulations 2010) save for any payments or obligations made pursuant to section 106 of the 1990 Act

"Key Phase Infrastructure Works"	parts of a Phase which are required to support or serve the Phase as a whole or the wider comprehensive development of the Site and including (as the case may require) the relevant Highway Works, Cycle Hire Docking Stations, relevant parts of the Heygate Heating Network and utilities corridors including all other utilities and services needed to serve the needs or mitigate the impacts of the Development in that Phase in accordance with the Planning Permission and the terms of this Deed and which for the avoidance of doubt includes the Phase 1 Key Infrastructure Works, Phase 2 Key Infrastructure Works, Phase 3 Key Infrastructure Works Phase 4 Key Infrastructure Works and Phase 5 Key Infrastructure Works as defined below and with such amendments thereto as may be approved from time to time by the Council (in consultation with the GLA and Transport for London) in accordance with the Phasing Plan and the terms of this Deed
Lend Lease Corporation Limited	the company with registration number ABN 32 000 226 228 of Level 4, 30 The Bond, 30 Hickson Road, Millers Point, NSW 2000
"Local Employment and Skills Agencies"	local and employment skills agencies including (but not limited to) BeOnsite, Southwark Works and Lewisham and Southwark College
"London Plan"	the London Plan 2011 published on 22 July 2011 together with the Minor Alterations (March 2012) and updates from the associated annual monitoring reports or as updated from time to time
"Long Lease"	any lease having a term of 99 years or more
"Long Leaseholder"	the owner from time to time of the leasehold term granted by a Long Lease
"Management Breach Notice"	a written notice served on the Estate Management Company setting out the matters set out at clause 13.2
"Management Obligations"	those obligations which are to be observed and performed by the Estate Management Company as

	identified in the table contained at Schedule 7
"Market Rent"	a rental value for a Dwelling that is rented on the local open market as assessed by an accredited RICS valuer
"Market Wheelchair Accessible Dwellings"	the Market Units to be provided for wheelchair users in accordance with paragraph 29 of Schedule 3 and designed in accordance with the Base Specification
"Market Wheelchair Accessible Dwellings Marketing Scheme"	a scheme for marketing Market Wheelchair Accessible Dwellings in accordance with sub-paragraph 29.8 of Schedule 3
"Marketing Period"	means a period during which the Market Wheelchair Accessible Dwellings shall be marketed in accordance with sub-paragraph 29.9 of Schedule 3 and being a period of at least 12 months from the Implementation of the relevant Plot
"Market Units"	the Dwellings forming part of the Development which are not Affordable Housing
"Minimum London Living Wage"	The minimum hourly rate for London employees set annually by the Greater London Authority (being £8.55 at the date of this Deed)
"Occupation"	the first date upon which any Plot or Building of the Development is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations or any interim or temporary uses and for the avoidance of doubt in the case of the sale of the freehold or leasehold interest to a third party or any other Disposal Occupation commences on the Disposal Date and the words "Occupy" and "Occupied" shall be construed accordingly
"Off Site Sport and Children's Play Provision Contribution"	the sum of three hundred thousand pounds (£300,000) to be paid by the Developer in accordance with paragraph 1 of Schedule 4
"Off-Site Sports and Children's Play Provision Facilities"	a 'Multi Use Games Area' to be provided by the Council in accordance with the minimum up to date specification of Sports England or other sports or children's play facility in the vicinity of the Development and in such location as may be decided by the Council in consultation with the

	Developer
"Off Site Tree Area"	the area shown on Plan 7 contained in Appendix 8 or the 1 km area outside of the boundary of the Site as may be agreed with the Council on which new trees shall be planted in accordance with Off Site Tree Strategy (provided that no such area shall be located within any highway or land owned by Transport for London without according with the express written consent or agreement of Transport for London)
"Off Site Tree Contribution"	means a payment to be made by the Developer to the Council calculated in accordance with sub-paragraph 31.4 of Schedule 3 to be used by the Council for the purposes of planting new trees in the Off Site Tree Area or elsewhere in the Borough
"Off Site Tree Delivery Requirements"	the tree delivery requirements for tree planting over a six year period in accordance with the table contained in with Appendix 12
"Off Site Tree Strategy"	a strategy to be submitted by the Developer for the Council's approval in accordance with sub-paragraph 31.1 of Schedule 3 for the planting of 1200 trees in the Off Site Tree Area in accordance with the Off Site Tree Delivery Requirements or of an equivalent number of trees with girth size demonstrated to meet the predicted CAVAT Value by end of 2026 of £21,346,469 + 5%
"Open Market Rental Value"	the agreed open market rental value (in any comparable arms length transaction) of equivalent retail units to the Affordable Retail Units located within the Borough
"Optimum CHP Provision"	the provision of a different configuration to that of CHP1 and/or CHP 2 in terms of a different number of CHP units and/or different specification and/or output of First Sufficient Thermal Demand and Second Sufficient Thermal Demand
"Other Bus Service Enhancement Contributions"	the contribution or contributions set out in a legal agreement between the Council and received by or payable by to the Council and a landowner and received by or payable by the Council to Transport for London under section 106 of the Planning Act 1990 and any successor act or regulation (unless and to the extent that any such contributions may have become or are likely to become repayable under the terms of such section 106 agreements prior to the date when the Bus Contribution or any instalment

	thereof shall be payable under this agreement) and including (if and insofar as may be relevant) any payments of Infrastructure Levy (or successor provisions) towards the costs of an enhanced bus service necessary to serve another development which is the same enhancement as the Bus Service Enhancement
"Park Advisory Group"	the working group to be established by the Developer to secure the views of local residents and stakeholders to inform the Developer in the preparation of the Temporary Park Area Strategy and/or the Park Area Strategy via the production of the Park Area Masterplan
"Park Area"	the area of land within the Development comprising at least 0.8 hectares to be located within the green hatched area shown for identification purposes on Plan 5 in Appendix 8 which for the avoidance of doubt shall exclude any perimeter highways and public realm but may include internal footpaths, cycleways, street furniture, soft and hard landscaped areas, play provision, pavilions, trees and water features;
"Park Area Masterplan"	the masterplan that informs the Park Area Strategy prepared by the Developer in consultation with the Park Advisory Group
"Park Area Strategy"	the general arrangement and programme for the provision of a public park within the Park Area to be prepared in general accordance with the requirements of the Park Area Masterplan, the Detailed Phase Delivery Programme and the relevant Plot Delivery Plan
"Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use in the locality in which the Development is situated
"Parking Permits"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay
"Parties"	the Council Transport for London the Developer and the Guarantor
"Pedestrian and Cycle Routes Plan"	the Pedestrian Routes and Cycles Routes to be provided as part of the Development which are illustrated on Plan 4 in Appendix 8

"Pedestrian Routes"	the pedestrian routes to be provided as part of the Development (which may be shared with Cycle Routes) in accordance with the Planning Permission and the illustrative location which are illustrated on Plan 4 in Appendix 8
"Phase"	any part of the Development identified as a phase on the Phasing Plan
"Phase 1 Key Phase Infrastructure Works"	the Key Phase Infrastructure Works in the first Phase of the Development shown for illustrative purposes only on Plans 3A, 3B, 3G and 3L with drawing reference numbers 1; 2.1; 3.1; and 4.1 in Appendix 8 and in accordance with the Indicative Construction Programme PROVIDED THAT in the event that the Phasing Plan is amended or varied in accordance with Conditions 3-5 of the Planning Permission and clause 7 of this Deed so that it differs from the Indicative Construction Programme then the items comprised in Phase 1 Key Phase Infrastructure Works shall be amended or varied accordingly as approved in writing by the Council (in consultation with Transport for London in relation to matters affecting its statutory functions and/or its specific rights and obligations under this Deed)
"Phase 2 Key Phase Infrastructure Works"	the Key Phase Infrastructure Works in the second Phase of the Development shown for illustrative purposes only on Plans 3A, 3C, 3H and 3M with drawing numbers 1; 2.2; 3.2; and 4.2 in Appendix 8 and in accordance with the Indicative Construction Programme PROVIDED THAT in the event that the Phasing Plan is amended or varied in accordance with Conditions 3-5 of the Planning Permission and clause 7 of this Deed so that it differs from the Indicative Construction Programme then the items comprised in Phase 2 Key Phase Infrastructure Works shall be amended or varied accordingly as approved in writing by the Council (in consultation with Transport for London in relation to matters affecting its statutory functions and/or its specific rights and obligations under this Deed)
"Phase 3 Key Phase Infrastructure Works"	the Key Phase Infrastructure Works in the third Phase of the Development shown for illustrative purposes only on Plans 3A, 3D, 3I and 3N with drawing numbers 1; 2.3; 3.3; and 4.3 in Appendix 8 and in accordance with the Indicative Construction Programme PROVIDED THAT in the

event that the Phasing Plan is amended or varied in accordance with Conditions 3-5 of the Planning Permission and **clause 7** of this Deed so that it differs from the Indicative Construction Programme then the items comprised in Phase 3 Key Phase Infrastructure Works shall be amended or varied accordingly as approved in writing by the Council (in consultation with Transport for London in relation to matters affecting its statutory functions and/or its specific rights and obligations under this Deed)

"Phase 4 Key Phase Infrastructure Works"

the Key Phase Infrastructure Works in the fourth Phase of the Development shown for illustrative purposes only on **Plans 3A, 3E, 3J and 3O** with drawing numbers 1; 2.4; 3.4; and 4.4 in **Appendix 8** and in accordance with the Indicative Construction Programme PROVIDED THAT in the event that the Phasing Plan is amended or varied in accordance with Conditions 3-5 of the Planning Permission and **clause 7** of this Deed so that it differs from the Indicative Construction Programme then the items comprised in Phase 4 Key Phase Infrastructure Works shall be amended or varied accordingly as approved in writing by the Council (in consultation with Transport for London in relation to matters affecting its statutory functions and/or its specific rights and obligations under this Deed)

"Phase 5 Key Phase Infrastructure Works"

the Key Phase Infrastructure Works in the fifth Phase of the Development shown for illustrative purposes only on **Plans 3A, 3F, 3K and 3P** with drawing numbers 1; 2.5; 3.5; and 4.5 in **Appendix 8** and in accordance with the Indicative Construction Programme PROVIDED THAT in the event that the Phasing Plan is amended or varied in accordance with Conditions 3-5 of the Planning Permission and **clause 7** of this Deed so that it differs from the Indicative Construction Programme then the items comprised in Phase 5 Key Phase Infrastructure Works shall be amended or varied accordingly as approved in writing by the Council (in consultation with Transport for London in relation to matters affecting its statutory functions and/or its specific rights and obligations under this Deed)

"Phasing Plan"

the Phasing Plan referred to in Planning Conditions 3-5 including such form thereof as may be revised or amended from time to time with the prior written

	approval of the Council in accordance with those Planning Conditions and the provisions of clause 7 in this Deed (in consultation with Transport for London in relation to matters affecting its statutory functions and/or its specific rights and obligations under this Deed)
"Plan"	means a Plan contained in Appendix 8 hereto and any reference to a Plan or Plans by number shall be to the Plan or Plans so numbered in Appendix 8
"Planning Condition"	means a condition or conditions of the Planning Permission as the case may require
"Planning Permission"	the Planning Permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application
"Plot"	the development plot or plots
"Plot Breach Notice"	a written notice served on the Plot Developer setting out the matters as per clause 13.6
"Plot Developer"	a developer who is intending to build out or is carrying out the Development on a Plot or has built out a Plot and which holds a Long leasehold interest in the relevant Plot
"Plot Delivery Plans"	the plans to be submitted in accordance with paragraph 2.5 of Schedule 3 identifying the Plots comprising the Development and the Public Realm and Highway Works that will be secured in conjunction with the development and delivery of the relevant Plots
"Plot Health Contribution"	such part of the Health Contribution as is payable for the Plot based on the number of Dwellings provided in the Plot
"Plot Obligations"	those obligations which are to be observed and performed by the Long Leaseholder or Occupier of a Plot as identified in the table at Schedule 8
"Plot Specific Energy Strategy"	a document prepared by the Developer of a Plot setting out details of the heat and energy provision in such Plot in accordance with sub-paragraph 26.7 in Schedule 3
"Plot Travel Plan"	a travel plan or plans to be submitted by the Developer to the Council for approval in consultation with Transport for London in accordance with sub-paragraph 15.2 of

Schedule 3 and in accordance with the principles and approach contained in the Heygate Masterplan Outline Travel Plan and which sets out how sustainable transport modes will be encouraged and delivered for the development and uses in a Plot

“Practical Completion”

In respect of any Building Plot or Phase within the Development, the issue of a certificate of practical completion by the Developer's (or as the case may require Transport for London's) duly appointed architect supervising engineer or other duly qualified professional project consultant designated by the Developer for that purpose for the relevant Building Plot or Phase and “Practically Complete” and “Practically Completed” shall be construed accordingly

“Primary Care Trust”

the body responsible for the provision of public health facilities in the administrative area of the Council or such other body as may assume such responsibility from time to time

“Public Funds”

public funds that may from time to time become available in order to enhance the provision of the Affordable Housing in the Development in accordance with **paragraph 8 in Schedule 3**

“Public Realm”

the unadopted streets to be designed and constructed to a standard suitable for adoption (unless otherwise agreed by the Council) made up of the shared spaces and surfaces and streets, the urban gateway squares, pedestrian and cycling routes, together with and the parks and gardens within the Site and which are to be agreed with the Council through Reserved Matters Applications, all as shown for illustrative purposes on **Plan 6 in Appendix 8** and intended to be provided for public access, use and benefit in accordance with the Estates Management Strategy but not including the Park Area and Temporary Park Area

“Public Realm Strategy”

the strategy for Public Realm to be submitted for approval by the Developer to the Council (in consultation with Transport for London in relation to cycle routes only) in accordance with **sub-paragraph 22.1 of Schedule 3** such strategy to apply the principles contained in the Design Strategy Document submitted with the Application

“Public Realm Works”

the provision by the Developer of the works as part of the Development as identified in the Public Realm

Strategy

"Regeneration Agreement"	the agreement dated 23 rd July 2010 and made between the Council acting as landowner and regeneration authority (1) and the Developer (being the second party to this Deed) (2)
"Registered Provider"	a registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision), either: <ul style="list-style-type: none">(a) drawn from the list of registered social landlords set out in Appendix 3 of the Affordable Housing Supplementary Planning Document (September 2008) (as updated) attached hereto as Schedule 9 and not removed from the register pursuant to Section 4 of that Act, or(b) approved for the purposes of this Deed in writing by the Director of Planning
"Registered Provider Mortgagees Duty"	the obligations on the Registered Provider's mortgagee as contained in Schedule 10
"Rented"	Affordable Housing Units to be made available as Social Rented Housing for 3 and 4 bedroom Dwellings or Affordable Rent Levels for 1 and 2 bedroom Dwellings and "Rented Units" shall be construed accordingly
"Rented Wheelchair Accessible Affordable Housing"	the Rented Units to be provided in accordance with sub-paragraph 29.3 of Schedule 3 and the South East London Housing Partnership Wheelchair Design Guidelines as extant at the date of submission of the relevant Reserved Matters Application
"Reserved Matters Application"	a reserved matters application pursuant to the Planning Permission for the approval of details in relation to all or one of layout, scale, external appearance of buildings means of access or hard and soft landscaping to be carried out as part of the Development
"Rodney Road Development"	the proposed development bordered by Rodney Road, Victory Place and Balfour Street currently described in the application for planning permission submitted by the Developer and received by the Council on 24 August 2012 and subsequently amended on 30 November 2012 (LBS Registered

	Number 12/AP/2797) for which the Council resolved to grant planning permission on 5 February 2013
"Retail Space"	any floor area the use of which is within class A1-A5 as defined in the Town and Country Planning (Use Classes) Order 1987 (as amended)
"RPIX Indexation"	indexation by reference to the Government Index of Retail Prices (excluding mortgage payments) published by the Office for National Statistics on behalf of HM Government, or any successor to that index from time to time
"Second Sufficient Thermal Demand"	the point at which the combined heat load of the Development and/or Rodney Road Development which are to be connected to the Energy Centre in accordance with the terms of this Deed requires 7 GWh of heat as determined by the Developer's mechanical and electrical engineers PROVIDED THAT in the event of evidence being provided by the Developer to the Council in relation to the energy performance of the buildings and other detailed design considerations then the GwH of heat in Second Sufficient Thermal Demand shall be amended or varied accordingly as approved by the Council
"Section 38 and 278 Highways Agreement(s)"	an agreement and/or agreements between the Developer and Transport for London and/or the Council (as Highways Authority) pursuant to section 38 and 278 of the Highways Act 1980 to secure the Highway Works including the carrying out of the construction of new highways or works on existing highways (and where appropriate authorising the Developer to carry out the Highway Works) prepared and completed in accordance with the Section 38 and 278 of the Highways Act 1980 (and including any appropriate bond or other financial security required in connection therewith by the Highway Authority)
"Section 73 Permission"	any grant of planning permission discharging or modifying any Planning Condition contained in the Planning Permission granted pursuant to section 73 of the 1990 Act and the applications for which shall be made in accordance with the provisions of clause 6 of this Deed
"Section 106 Toolkit"	the Council's adopted 'Section 106 Toolkit' 2011 used to calculate contributions pursuant to section 106 of the Act for development in the Borough

"Service Charges"	Charges levied upon the Dwellings for communal services rendered to those Dwellings
"Servicing Management Plan"	a plan to be submitted to the Council by the Developer in accordance with sub-paragraph 30.3 in Schedule 3
"Shared Ownership"	Affordable Housing Units to be made available on Shared Ownership Terms and "Shared Ownership Units" shall be construed accordingly
"Shared Ownership Wheelchair Accessible Dwellings"	the Dwellings in Shared Ownership to be provided in accordance with sub-paragraph 29.4 of Schedule 3 and in accordance with the Base Specification
"Shared Ownership Terms"	Affordable Housing provided to households: <ul style="list-style-type: none"> a) on incomes at or below the Southwark Shared Ownership Affordability Threshold; or b) on incomes at or below the GLA Affordability Threshold
"Site"	the land for the purpose of identification only shown edged red on Plan 1 contained in Appendix 8
"Site Wide Energy Strategy"	a document to be prepared by the Developer and approved by the Council (in consultation with the GLA) containing details of the overarching strategy for heat delivery to the Development which shall demonstrate the delivery of the Agreed Renewable Energy Targets and Agreed Carbon Targets in accordance with the principles contained in the Heygate Masterplan Outline Planning Application Energy Strategy and including details of the provision and capacity of the Energy Centre to service the Development and Adjacent Developments and the operation of on-site renewable energy or alternative allowable solution (including biomethane if recognised by policy at that time) to the Development
"Site Wide Servicing Management Strategy"	a strategy to be submitted to the Council by the Developer in accordance with sub-paragraphs 30.1 and 30.2 of Schedule 3
"Site Wide Travel Plan Framework"	a document to be prepared by the Developer and approved by the Council (in consultation with the Transport for London) containing details of the overarching travel plan framework for the Development which shall accord with the principles

and objectives of the Heygate Masterplan Outline Travel Plan

"SME"

a company, partnership or other business organisation which (a) has an annual turnover of no more than £25.9 million and (b) has a balance sheet total of no more than £12.9 million and (c) has an average annual number of employees of no more than 250, or such revised criteria as may be published by HM Companies House from time to time

"Social Rented Housing"

the Affordable Housing owned by local authorities or Registered Providers for which guideline target rents are determined through the national rent regime (meaning the rent regime under which the social rents of tenants of social housing are set by The Regulatory Framework for Social Housing in England from April 2012: Annex A - Rent Standard Guidance March 2012) as changed or updated from time to time and at assured tenancies under the Housing Act 1988 with all the statutory rights as enjoyed by assured tenants under the Housing Act 1988

"Social Rented Units"

the Affordable Housing Units which shall be provided in accordance with the Affordable Housing Framework and which shall be provided as Social Rented Housing

"Southwark Shared Ownership Affordability Threshold"

the threshold set out in the Southwark Affordable Housing SPD extant at the time of submission of the Affordable Housing Strategy for the Plot (currently set at thresholds where the average total gross household annual income does not exceed £31,881, in respect of all 1 bed dwellings, £37,670 in respect of all 2 bed dwellings, £43,729 in respect of all 3 bed dwellings or £49,592 in respect of all 4 bed dwellings). In all cases a household's total annual expenditure upon rent, mortgage, and service charges shall not exceed 40% of net household income or such other percentage which replaces or supersedes the 40% figure as may be published by the Council from time to time. All income thresholds are to rise annually from the date of this Deed in accordance with such annual reviews of those corresponding figures as are published by the Mayor of London to reflect changes in local income/house-price ratios and PROVIDED THAT in default of such figures being so published on an annual basis such sums may rise

	from time to time by agreement in writing between the Council and the Registered Provider having regard to changes in income levels and house prices in the Borough
“Southwark Plan”	the Southwark Plan 2007
“Specialist”	a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development, as per clause 25
“Sponsored Route Agreement”	an agreement to be made between Transport for London and the Council in respect of provision of the Bus Service Enhancement substantially in the form of the draft contained in Appendix 10 and with such amendments additions or modifications to such draft agreement as Transport for London the Council and the Developer shall prior to its completion approve (such approval not to be unreasonably withheld or refused) and provided that (for the avoidance of doubt) the Developer's approval shall not be required by the Council or Transport for London in relation to the specific details to be included in the Sponsored Route Agreement in relation to the details of the Bus Service Enhancement the identity of the Operator(s) the costs and/or other detailed matters relating to the specific terms of the Sponsored Route Agreement
“Staircasing”	the purchase by the owner of a Shared Ownership Unit of additional equity in the Shared Ownership Unit in accordance with arrangements as agreed by the Registered Provider with the Developer
“St Mary's Development”	the proposed redevelopment at the former Elephant and Castle Swimming Pool 22 Elephant and Castle London SE1 6SQ to provide a 37 storey building (maximum building height 127m AOD) and 4 storey pavilion building (maximum building height 22.47m AOD), comprising 284 residential units, 809 sq.m flexible ground floor retail/financial and professional services/restaurant uses (Use Classes A1-A3) and 413 sq.m commercial (Use Class B1) use, basement car parking, cycle parking, vehicular access from Brook Drive, servicing and plant areas, landscaping and public realm improvements and associated works submitted by Lend Lease Residential (CG) PLC (Ref: 12/AP/2239) with

"Substantial Commencement"	That the Development has been Implemented and material operations (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the first Building in the first Phase of the Development for at least three (3) calendar months (without interruption to the Construction Programme lasting more than one (1) week in total in any given month); and references to "Substantially Commence", "Substantially Commenced" and the "Substantial Commencement Date" shall be construed accordingly
"Temporary Park Areas"	those areas identified in the Temporary Park Area Strategy for the location of the Temporary Park(s)
"Temporary Park Area Strategy"	the general arrangement and programme for the provision of the Temporary Park(s)
"Temporary Park"	a park provided by the Developer on a temporary basis in accordance with the Park Area Strategy
"TfL Administration Cost"	the sum of £27,300 (twenty seven thousand and three hundred pounds) to be paid by the Developer to Transport for London in accordance with clause 19.2 for the reasonable internal costs incurred by Transport for London in administering the Deed including maintenance of financial records, monitoring the progress of the Development in relation to transport-related matters including receipt of payments made and expended and applied, and monitoring compliance with the transport-related terms of the Deed
"Traffic Management Order Contribution"	the sum of £2,750 (two thousand and seven hundred and fifty pounds) to be paid by the Developer in accordance with paragraph 2 of Schedule 4 to be used by the Council towards the cost of the Traffic Management Order
"Traffic Management Order"	an amendment to the existing traffic order which will prohibit new occupiers of the Development (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) from obtaining a Parking Permit or buying a contract to park within any car park owned, controlled or licensed by the Council

"Travel Plan Co-ordinator"	the Site Wide Travel Plan Framework or Plot Travel Plan co-ordinator to be appointed by the Developer pursuant to sub-paragraph 15.3 of Schedule 3 to oversee the implementation and monitoring of the Site Wide Travel Plan Framework or the Plot Travel Plan
"Unconditional Obligation Certificate"	a certificate provided by the Developer's agent to the effect that:
	(a) the Developer has completed the Construction Contract in which a contractor agrees to construct the relevant Phase by a specified completion date in accordance with an agreed programme subject to the usual extensions, and
	(b) all contractual conditions precedent to the enforcement of the obligation to construct the relevant Phase of the Development referred to at (a) above have been satisfied.
"Viability Report"	a viability report to be submitted by the Developer to the Council pursuant to sub-paragraph 7.2 of Schedule 3 which indicates whether Further Affordable Housing should be provided by the Developer as part of the Development
"Wheelchair Accessible Affordable Housing Marketing Period"	A period during which the Shared Ownership Wheelchair Accessible Dwellings shall be marketed and being a period of at least 18 months from the Implementation of any Building which contains Shared Ownership Wheelchair Accessible Dwellings PROVIDED THAT where any such Building is to be constructed above ground level on a raised courtyard then such period shall commence on the Implementation of the relevant Building upon the raised courtyard and not on the commencement or carrying out of the works to create such raised courtyard
"Wheelchair Accessible Affordable Housing Marketing Scheme"	a scheme to be submitted by the Developer to the Council in accordance with sub-paragraph 29.5 of Schedule 3
"Wheelchair Accessible Dwellings"	the Dwellings to be provided in accordance with paragraph 29 of Schedule 3 for wheelchair users
"Working Days"	a day other than a Saturday or Sunday or a public holiday in England and Wales

In this Deed:

- 1.2 Where in this Deed reference is made to a clause, paragraph, Schedule or plan it is to a clause, paragraph, Schedule or plan in this Deed.
- 1.3 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.
- 1.4 A reference to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted.
- 1.5 Words importing the singular meaning where the context so admits include the plural meaning and vice-versa.
- 1.6 Where the agreement approval consent or expression of satisfaction is required by the Developer from the Council and/or Transport for London under the terms of this Deed such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 1.7 References to the Council in its capacity as local planning authority shall include any successor local planning authority under the 1990 Act.
- 1.8 Any references to Transport for London include any statutory successor to Transport for London as strategic transport authority for London exercising its current statutory powers under or any of them under the Greater London Authority Acts 1999 and 2007 or any other relevant legislation.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and Transport for London (and where relevant by the Council on behalf of Transport for London) and the restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that subject to **clauses 12 and 13** the same shall be enforceable against the Developer and its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000, Section 1 of the Localism Act 2011 and all other enabling powers. The provisions of **Schedules 3, 4 and 6** are also made pursuant to section 16 of the Greater London Council (General Powers) Act 1974, section 156 and Schedules 10 and 11 of the Greater London Authority Act 1999 and all other powers so enabling in connection with the intent that the said obligations covenants and agreements are also enforceable by and against Transport for London.
- 2.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council or Transport for London of any of their statutory powers, duties, functions or discretions in relation to the Site or otherwise.

3. LEGAL EFFECT

- 3.1 Other than the obligations on the Parties set out at **clause 3.2** which shall have immediate effect the obligations in this Deed unless otherwise expressly stated in this Deed are conditional upon both the grant of the Planning Permission and the Implementation of the Development.
- 3.2 The obligations in **clauses 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29** and **30**; the obligations in **Schedule 3 paragraphs 1.1, 2.1, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.6, 12.1, 13.1, 15.1, 16.2, 16.5, 17.1, 18.1, 18.2, 18.3, 19.1, 19.2, 19.4, 26.1, 26.2, 26.3, 26.4, 26.5, 26.9, 26.10, 30.1, 30.2, 30.5, 31.1, 31.2, 31.3** the obligations in **Schedule 5 paragraphs 2.1 and 3**, and the obligations in **Schedule 6 paragraphs 1, 2, and 5** and **Schedule 11** shall have immediate effect from the date of this Deed.

4. GUARANTOR'S OBLIGATIONS

- 4.1 The Guarantor covenants with the Council and Transport for London as of the date hereof to enter into complete and deliver Guarantee A (in the form set out at **Schedule 12**) to the Council and Transport for London such that it becomes fully effective from the date hereof.
- 4.2 In the event that the Alternate Guarantor is not to be Lend Lease Corporation Limited in its position as parent company of the Developer then the Developer covenants with the Council and Transport for London:-
 - 4.2.1 not less than 6 months prior to the Implementation of the Development, to submit to the Council and to Transport for London for their respective approvals in writing:

- 4.2.1.1 the identity of the proposed Alternate Guarantor together with such supporting information as is reasonably required to enable the Council and Transport for London to consider and to establish that the proposed Alternate Guarantor meets the requirements for providing the guarantee of the Bus Contribution and the Elephant & Castle Strategic Transport Tariff which are set out in the Alternate Guarantor Terms (such approvals not to be withheld where the proposed Alternate Guarantor meets the Alternate Guarantor Terms); and
- 4.2.1.2 in the event that the proposed Alternate Guarantor is not incorporated in England, a draft legal opinion in favour of the Council and Transport for London in respect of the proposed Alternate Guarantor and Guarantee from lawyers acceptable to the Council and Transport for London (both acting reasonably) in the same jurisdiction as the proposed Alternate Guarantor as to the proposed Alternate Guarantor's due capacity, power and authority and approval of such draft opinion shall not be unreasonably withheld or delayed but without prejudice to the Council and Transport for London being properly satisfied as to their protection under such legal opinion;
- 4.2.2 subject to the Council and Transport for London approving the Alternate Guarantor and the draft legal opinion in accordance with **clause 4.2.1** above (the "Approved Alternate Guarantor" and "Approved Legal Opinion") not less than 3 months prior to Implementation to:
 - 4.2.2.1 procure the provision and delivery to the Council and Transport for London of a binding Approved Legal Opinion which takes effect on the date it is delivered; and
 - 4.2.2.2 procure that the Approved Alternate Guarantor enters into, completes and delivers Guarantee B (in the form set out at **Schedule 13** or in such form as may be approved by the Council and Transport for London in their absolute discretion) such that it becomes fully effective from the date it is completed;
- 4.2.3 to procure that the finance director (or equivalent) of the Approved Alternate Guarantor provides to the Council and Transport for London a certificate on an annual basis confirming the Approved Alternate Guarantor's compliance with the Alternate Guarantor Terms;

4.2.4 if at any time the Developer is notified in writing by the Approved Alternate Guarantor and/or the Council and/or Transport for London in accordance with the terms of Guarantee B that the Approved Alternate Guarantor ceases to comply with the Alternate Guarantor Terms at its own cost and within 20 working days of being so notified (unless otherwise agreed in writing by both the Council and Transport for London acting in their absolute discretion):-

4.2.4.1 to procure an alternate guarantor which is acceptable to the Council and Transport for London which meets the Alternate Guarantor Terms to replace the existing guarantor in Guarantee B as the Approved Alternate Guarantor together with a legal opinion in respect of the Approved Alternate Guarantor as described in **clause 4.2.1(b)**; or

4.2.4.2 to provide security in the amount of the Guarantor's liability cap under Guarantee B through other means acceptable and approved in writing by the Council and Transport for London in their absolute discretion;

and from the date the Developer is notified of such failure until such time as the position has been remedied in accordance with **clauses 4.2.4.1 or 4.2.4.2** and such remedy has been properly documented in writing, completed and become fully effective the Developer shall not (unless otherwise agreed in writing with the Council and Transport for London) Implement any Building which has not already been Implemented or Occupy any Building which is not Practically Complete apart from a Dwelling PROVIDED THAT from the date on which the remedy provided under **clauses 4.2.4.1 or 4.2.4.2** has been properly documented in writing, completed and become fully effective the guarantor under the guarantee which such remedy shall replace shall be released from its obligations under the guarantee which such remedies have replaced in accordance with the provisions of such guarantee but without prejudice to any existing demands made under that guarantee prior to such date.

4.3 In the event that the Alternate Guarantor is Lend Lease Corporation Limited the Developer covenants with the Council and Transport for London:

- 4.3.1 not less than 6 months prior to Implementation of the Development to submit to the Council and to Transport for London for their respective approvals in writing a draft legal opinion legal opinions for Lend Lease Corporation Limited and Guarantee from lawyers acceptable to the Council and Transport for London (both acting reasonably) in the same jurisdiction as Lend Lease Corporation Limited as to Lend Lease Corporation Limited's due capacity, power and authority; and approval of such draft opinion(s) shall not be unreasonably withheld or delayed but without prejudice to the Council and Transport for London being properly satisfied as to their protection under such legal opinion;
- 4.3.2 not less than 3 months prior to Implementation and subject to the Council approving the draft legal opinion in **clause 4.3.1** above (the "LCC Approved Legal Opinion") to procure:
 - 4.3.2.1 the provision and delivery to the Council and Transport for London of a binding LCC Approved Legal Opinion which takes effect on the date it is delivered; and
 - 4.3.2.2 that Lend Lease Corporation Limited as the Alternate Guarantor enters into, completes and delivers Guarantee C (in the form set out at **Schedule 14**) such that it becomes fully effective from the date it is completed.
- 4.4 The Developer covenants with the Council and Transport for London that the Development shall not be Implemented until Guarantee A and either Guarantee B or Guarantee C (as the case may be) are entered into, completed and delivered to the Council and Transport for London in accordance with the above provisions, such that Guarantee A and either Guarantee B or Guarantee C (as the case may be) become effective from the date they are completed PROVIDED FOR THE AVOIDANCE OF DOUBT THAT nothing in this Clause 4 shall prevent the Developer from Commencing and carrying out the Demolition.
- 4.5 The Parties acknowledge that the Guarantor and/or the Alternate Guarantor shall be entitled to assign, novate or transfer Guarantee A, Guarantee B and/or Guarantee C (as the case may be) in accordance with the provisions set out in the respective guarantees.

4.6 The Parties acknowledge that the Guarantor and/or the Alternate Guarantor shall be entitled to arrange for alternative security in respect of their obligations under Guarantee A, Guarantee B or Guarantee C (as the case may be) in accordance with the provisions set out in the respective guarantees and that where such alternative security has been properly documented in writing, completed and become fully effective the respective guarantor under the guarantees the alternative security arrangement shall replace shall be released from their respective obligations under the guarantees which such alternative security arrangements have replaced in accordance with the provisions of such respective guarantees but without prejudice to any existing demands made under those guarantees prior to such date and provided that such alternative security arrangement is not an alternate guarantor entering into a guarantee in the same form as Guarantee B the Developer shall be released from its obligations under **clauses 4.1, 4.2, 4.3, 4.4 and 4.5** of this Deed in respect of Guarantee B or Guarantee C (as the case may be).

4.7 Any successor in title to the whole of the interest acquired by the Developer in the Site shall not further Implement the Development or further Occupy any Building until guarantees in the form of Guarantee A and Guarantee B (but providing for necessary amendments to the guarantor and subsidiary as the case may be) which comply with the requirements of **clauses 4.1, 4.2 and 4.3** are in place PROVIDED ALWAYS THAT from the date any such successor in title supplies and puts into effect such alternative guarantees then the guarantor under the guarantees that the alternative guarantees shall replace (as the case may be) shall be released from their respective obligations under the guarantees that have been replaced in accordance with the provisions of such respective guarantees but without prejudice to any existing demands made under those guarantees prior to such date.

4.8 The Council and Transport for London covenant that where under this **clause 4** a guarantor is released from its obligations under any guarantee then the Council and Transport for London shall as soon as reasonably practicable but in any event within 20 working days enter into such deeds or other documents effecting and/or evidencing such release as the Developer and/or relevant guarantor may reasonably request.

4.9 Where any written demand is served by the Council and/or Transport for London under the terms of a guarantee upon the Guarantor and/or Alternate Guarantor and/or Lend Lease Corporation Limited then the Council and/or Transport for London shall simultaneously serve a copy of such written demand on the Developer.

5. OBLIGATIONS OF THE DEVELOPER

- 5.1 The Developer covenants with the Council and Transport for London that if and to the extent that it shall acquire any freehold or leasehold and/or any equitable interests in respect of any part of or interest in the Site not already bound by the obligations of this Deed to forthwith notify the Council and Transport for London and enter into and deliver to the Council and Transport for London an executed deed substantially in the form of the Confirmatory Deed (with all relevant requisite details accurately entered) so as to bind and make such interests subject to the planning obligations and other covenants agreements and provisions contained in this Deed (in so far as they relate to such interests and/or parts of the Site or to the Site as a whole and remain to be observed performed and/or complied with) unless otherwise agreed in writing by the Council and Transport for London .
- 5.2 The Developer covenants with the Council and Transport for London that unless otherwise agreed in writing by the Council and Transport for London not to Implement the Development unless and until the Developer has purchased the long term leasehold interest in the Site apart from the Church Land pursuant to the Regeneration Agreement and a Confirmatory Deed has been completed in order to bind such After Acquired Interests (or the relevant part or parts thereof) and for the avoidance of doubt subject to compliance with **paragraph 2.1 of Schedule 3** the Developer may Commence and carry out the Demolition of the Site prior to the Confirmatory Deed being completed.
- 5.3 Unless otherwise agreed in writing with the Council there shall be no Implementation of the Development on Plot H5 unless and until all interests in the Church Land are the subject of a Confirmatory Deed but for the avoidance of doubt it is acknowledged that the Developer may Commence and carry out the Demolition of all structures on the Site other than those on the Church Land prior to the Developer acquiring an interest in and entering into a Confirmatory Deed in respect of the Church Land.
- 5.4 The Developer (so as to bind its relevant interests in the Site or any part thereof already held by it and all such further interests in the Site or any part thereof as shall be acquired by it or created pursuant to the Regeneration Agreement after the date of this Deed and bound by a completed Confirmatory Deed in accordance with **clause 5.2**) covenants with the Council and Transport for London to comply with the obligations, covenants and restrictions set out in **Schedules 3 and 4**.
- 5.5 The Developer shall pay the Contributions as specified in **Schedules 3 and 4** of this Deed by way of CHAPS transfer into the Council's National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch, PO Box 35, 10 Southwark Street, London SE1 1TT or such other account as the Council shall from time to time in writing nominate.
- 5.6 The Council and where applicable Transport for London agree not to unreasonably withhold or delay agreeing to or executing or completing any deed of modification to this Deed.

6. VARIATION OR DISCHARGE OF CONDITIONS CONTAINED IN THE PLANNING PERMISSION UNDER SECTION 73 OF THE 1990 ACT

6.1 The Developer covenants with the Council:

- 6.1.1 that the Developer shall provide the Council and Transport for London with not less than five working days written notice of their intention to submit any Section 73 Application;
- 6.1.2 that any Section 73 Application shall be accompanied by a full draft deed of modification setting out all necessary and consequential amendments to this Deed (including any such modifications amendments or variations to this Deed that may have been effected earlier than such Section 73 Application) in the event that the Council decides to grant a section 73 Permission in response to the Section 73 Application; and
- 6.1.3 that the Developer shall not Commence or carry out any development under the Section 73 Permission unless and until a deed of modification (or in the event that such Section 73 Application is determined at appeal a deed of modification or a planning obligation) has been completed in relation to such Section 73 Permission.

7. VARIATIONS TO PHASES

7.1 The Developer in relation to any application under conditions 3 to 5 of the Planning Permission or Conditions 3 to 5 of the Demolition Planning Permission (to change a Phase or sub-divide it into Sub Phases) shall:

- 7.1.1 Prepare and submit to the Council and Transport for London a comprehensive statement of the proposed Phases or Sub Phases and provide all relevant information required in order to demonstrate that the proposed changes are unlikely to have significant adverse environmental effects in accordance with the EIA Directive or impacts on the strategic transport and highways network;
- 7.1.2 In the event that an amendment to this Deed may be necessary in order to accommodate or regulate the proposed changes and unless otherwise agreed in writing with the Council (after due consultation with the GLA and taking the GLA's responses reasonably into account) (and as the case may require Transport for London) submit with any such application such draft deed of modification or discharge to give effect to the amendments and any consequential changes to this Deed.

8. DEVELOPER NOTIFICATION

8.1 The Developer covenants with the Council to notify the Council:

- 8.1.1 by written notice of its intention to Implement the Development not less than ten working days prior to the anticipated occurrence of the Implementation of the first Phase of the Development in accordance with the Phasing Plan and subsequently for each Phase and Plot of the Development;

8.1.2 by written notice of its intention to Implement the Demolition not less than ten working days prior to the anticipated occurrence of the Implementation of the Demolition and in the event that Demolition is to be carried out in phases separately for each phase of Demolition;

8.1.3 of its intention to pay the Contributions referred to in **Schedules 3 and 4** by written notice specifying the intended date of payment, the amount and method of payment and the clause or paragraph of this Deed to which the payment relates. Such notification shall be given no less than ten Working Days immediately preceding the making of such payment;

8.1.4 as soon as reasonably practicable by written notice on the occurrence of the following events:

- 8.1.4.1 the date of Practical Completion of the construction of the Affordable Housing Units in each Plot;
- 8.1.4.2 the Implementation of each Plot;
- 8.1.4.3 the Implementation of the first Building in each Plot;
- 8.1.4.4 the Implementation of a Building on a raised courtyard that contains Shared Ownership Wheelchair Accessible Dwellings;
- 8.1.4.5 the date of Practical Completion of the first Building in each Plot;
- 8.1.4.6 first Occupation of any Plot;
- 8.1.4.7 the occurrence of 65% occupation of each Plot;
- 8.1.4.8 the occurrence of the Occupation of 400 Dwellings;
- 8.1.4.9 the occurrence of the Occupation of 605 Dwellings in the Development and the Rodney Road Development;
- 8.1.4.10 the occurrence of the Occupation of 750 Dwellings;
- 8.1.4.11 the occurrence of the Occupation of 800 Dwellings;
- 8.1.4.12 the occurrence of the Occupation of 1200 Dwellings;
- 8.1.4.13 the occurrence of the Occupation of 1222 Dwellings in the Development and the Rodney Road Development;
- 8.1.4.14 the Occupation of 1600 Dwellings;
- 8.1.4.15 the Occupation of 1800 Dwellings;
- 8.1.4.16 the Occupation of 2000 Dwellings.

9. COUNCIL'S COVENANTS

9.1 Subject always to clause 2.3 the Council covenants with the Developer and (if and to the extent relevant) with Transport for London to observe and perform or cause to be observed and performed the obligations in Schedules 3 and 5 of this Deed. The Council covenants with the Developer and Transport for London to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation. The Council further agrees to use all reasonable endeavours to ensure that any such notice, consent, approval, authorisation, agreement or other similar affirmation is given within 20 working days from receipt of the material to be approved (subject to it having been provided with such supporting information and documentation as may reasonably be required for that purpose).

10. TRANSPORT FOR LONDON'S COVENANTS

10.1 Subject always to **clause 2.3** Transport for London covenants with the Developer and (if and to the extent relevant) with the Council to observe and perform or cause to be observed and performed the obligations in **Schedules 3, 4 and 6** of this Deed. Transport for London covenants with the Developer and the Council to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, Transport for London will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation. Transport for London further agrees to use all reasonable endeavours to ensure that any such notice, consent, approval, authorisation, agreement or other similar affirmation shall be given within 20 Working Days from receipt of the material to be approved (subject to it having been provided with such supporting information and documentation as may reasonably be required for that purpose).

11. THE FURTHER COVENANTS OF THE DEVELOPER THE GUARANTOR THE COUNCIL AND TRANSPORT FOR LONDON

11.1 Subject always to **clause 2.3** where under the provisions of this Deed it is agreed or required that a subsequent Confirmatory Deed and/or planning agreement and/or deed of modification is to be entered into between the Developers Guarantor the Council and/or Transport for London then the Developers the Council and Transport for London hereby mutually covenant and agree:

- 11.1.1 to enter into any such Confirmatory Deed and/or planning agreement and/or deed of modification if and insofar as it may be lawful and reasonable in the public interest for them to do so and subject to payment of their reasonable legal fees in connection with the negotiation and completion of the same; and
- 11.1.2 not to unreasonably withhold or delay agreeing to or executing or completing any such Confirmatory Deed and/or planning agreement and/or deed of modification

subject always to such Confirmatory Deed having been applied for on a proper basis and with all requisite supporting information and documentation.

12. ENFORCEABILITY OF OBLIGATIONS

- 12.1 Subject to the Registered Provider Mortgagees Duty the obligations contained in this Deed shall not be binding upon nor enforceable against:
 - 12.1.1 any mortgagees of a Registered Provider or
 - 12.1.2 any receiver appointed by such mortgagees; or
 - 12.1.3 a person who is a successor in title to or derives title through or under (i) such mortgagees or (ii) the Registered Provider at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;
 - 12.1.4 any mortgagees of a residential tenant or person to whom a Registered Provider grants a shared ownership lease or transfer;
 - 12.1.5 any receiver appointed by such mortgagees;
 - 12.1.6 a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;
 - 12.1.7 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
 - 12.1.8 Save for **sub-paragraph 13.2 in Schedule 3** any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular unit of Affordable Housing;
 - 12.1.9 Save for **sub-paragraph 13.2 in Schedule 3** tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular unit of Affordable Housing;

- 12.1.10 Save for **sub-paragraph 13.2** in **Schedule 3** any tenant Staircasing to 100% pursuant to a shared ownership lease or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees;
- 12.1.11 Save for **sub-paragraph 13.2** in **Schedule 3** any Individual Purchaser or tenant of a Market Unit;
- 12.1.12 Save for **sub-clause 4.2.4** and **sub-clause 4.7** and **sub-paragraph 30.4** in **Schedule 3** any tenant of a non-residential unit in the Development.

12.2 No person shall be liable for any breach of the covenants or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part of the Site in respect of which such breach occurs PROVIDED THAT any such parting with its interest shall be without prejudice to the liability of such person for any breach occurring prior to its parting with such interest.

13. HIERARCHY OF ENFORCEMENT

- 13.1 The Council and Transport for London covenant with the Developer that, if acting reasonably, any of them believes there has been a breach of the Management Obligations as identified in the table at **Schedule 7** then the Party bringing any action for that breach will (without prejudice to any right they have to enforce the provisions of this Deed) seek first to enforce such breach against the Estate Management Company alleged to be causing the breach and not against the Developer PROVIDED THAT if it appears to the Council (or Transport for London as the case may require) acting reasonably that the relevant breach occurred prior to the establishment of the Estate Management Company and the transfer of management responsibilities to the Estate Management Company or if it appears to the Council (or Transport for London as the case may require) acting reasonably that the relevant breach has occurred (in whole or in part) as a result of a breach by the Developer of an obligation in this Deed other than a Management Obligation then the Council (or Transport for London as the case may require) shall not be precluded from taking enforcement action against either or both of the Estate Management Company and/or the Developer.
- 13.2 The Council and Transport for London further covenant with the Developer to serve the Management Breach Notice on the Estate Management Company with a copy going to the Developer and the guarantor of any relevant guarantees entered into pursuant to the provisions of this Deed at the same time (and copied if the notice is not served jointly by the Council and Transport for London to whoever is not the party bringing the action for that breach) setting out:
 - 13.2.1 the nature of the alleged breach and full reasons for alleging that breach; and
 - 13.2.2 what is required by way of remedy to the breach and the time period for undertaking that remedial action acting reasonably and having full regard to the nature of the breach and the proportionality of the remedy of the breach.

- 13.3 Within 28 days of receiving the Management Breach Notice or such longer period as may be specified in the Management Breach Notice the Estate Management Company shall remedy the breach in accordance with the Management Breach Notice.
- 13.4 In the event the breach subsists after the 28 days remedy period or such longer period as may be specified in the Management Breach Notice the Council and/or Transport for London (whoever is the party bringing the action for that breach) shall be entitled to enforce the obligation against the Developer and the Estate Management Company.
- 13.5 Subject to **sub-paragraph 13.8** below, the Council and Transport for London covenant with the Developer that if acting reasonably any of them believes there has been a breach of the Plot Obligations as identified in the table at **Schedule 8** then the Party bringing any action for that breach will (without prejudice to any right they have to enforce the provisions of this Deed) seek first to enforce such breach against the relevant Plot Developer alleged to be causing the breach and not against the Developer PROVIDED THAT if it appears to the Council (or Transport for London as the case may require) acting reasonably that the relevant breach occurred prior to the grant of a Long Lease to a Plot Developer or if it appears to the Council (or Transport for London as the case may require) acting reasonably that the relevant breach has occurred (in whole or in part) as a result of a breach by the Developer of an obligation in this Deed other than a Plot Obligation then the Council (or Transport for London as the case may require) shall not be precluded from taking enforcement action against either or both of the Plot Developer and/or the Developer.
- 13.6 The Council and Transport for London further covenant with the Developer to serve the Plot Breach Notice on the Plot Developer with a copy going to the Developer and the guarantor of any relevant guarantees entered into pursuant to the provisions of this Deed at the same time at the same time (and copied if the notice is not served jointly by the Council and Transport for London to whoever is not the party bringing the action for that breach) setting out:
 - 13.6.1 the nature of the alleged breach and full reasons for alleging that breach; and
 - 13.6.2 what is required by way of remedy to the breach and the time period for undertaking that remedial action acting reasonably and having full regard to the nature of the breach and the proportionality of the remedy of the breach.
- 13.7 Within 28 days of receiving the Plot Breach Notice or such longer period as may be specified in the Plot Breach Notice the Plot Developer will remedy the breach in accordance with the Plot Breach Notice.

13.8 In respect of **paragraph 26** (energy) in **Schedule 3** only provided the Plot Developer the Developer and the Council have agreed (acting reasonably) that referral to a Specialist under **clause 25** is not required for an alleged breach under **paragraph 26** in **Schedule 3**, and in the event the breach subsists after the 28 days remedy period or such longer period as may be specified in the Plot Breach Notice the Council and/or Transport for London (whoever is the party bringing the action for that breach) shall be entitled to enforce the obligation against the Developer and the Plot Developer.

14. REGISTRATION

14.1 Within 2 Working Days after the execution of this Deed the Developer shall make an application to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Numbers referred to in **Schedule 2** excluding the Church Land referred to under **Schedule 2 paragraph 5** so as to bind the Site as provided for in the before-mentioned statutory provisions.

14.2 If the Developer enters into a Confirmatory Deed binding the Church Land then within 2 Working Days after the execution of the Confirmatory Deed the Developer shall (make an application to the Land Registry for entries relating to this Deed to be made in the Church Land's charges register of the Title Number referred to in **Schedule 2 paragraph 5** so as to bind the Site as provided for in the before-mentioned statutory provisions.

14.3 If the Developer fails to make application as referred to in **clause 14.1** and **clause 14.2** (where relevant) above the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Developer and the Developer hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made

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

15. RIGHT OF ACCESS

15.1 Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon reasonable written notice (and in any event at least ten Working Days notice) to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed SUBJECT TO the necessary completion of any site access and health and safety requirements that may apply from time to time within the Site.

16. WAIVER

16.1 No waiver (whether express or implied) by the Council or Transport for London of any breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Transport for London from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Developer and/or the Developer SUBJECT TO a limitation period of six years from the date of breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed.

17. INTEREST ON LATE PAYMENT

17.1 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 21 days from the date of receipt of written notification from the Council the Developer shall pay on demand to the Council interest thereon at the interest rate of two 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.

18. INDEXATION

18.1 Subject to **clause 18.4** all sums referred as payable or to be applied by any party other than the Council under this Deed shall be subject to RPIX Indexation from the date of this Deed to the date that such sum becomes due or is incurred.

18.2 Where any sums relate to construction costs, these costs shall be subject to BCIS All In Tender Price Indexation, from the date of this Deed to the date that such sum becomes due or is incurred.

18.3 The Indexation shall be calculated in reliance upon the following formula:

$$A = B \times (Y/X)$$

Where

A = the indexed sum payable pursuant to the operation of this **clause 18**

B = the expressed amount of the relevant indexable Contribution payable pursuant to this Deed

X = the last published index figure for the calendar month in which this Deed was completed or (if earlier) the date expressed in this Deed as the date when the relevant figure was first calculated

Y = the relevant published index figure for the calendar month in which the Contribution (or relevant instalment of the Contribution) is due to be paid

18.4 For the avoidance of doubt the following Contributions shall in the absence of anything to the contrary be treated as representing construction related costs for the purposes of applying BCIS All In Tender Price:

- 18.4.1 Elephant & Castle Strategic Transport Tariff;
- 18.4.2 Cycle Hire Costs and the Cycle Hire Cost Cap;
- 18.4.3 Bus Contribution;

19. ADMINISTRATION COSTS

19.1 The Developer hereby covenants with the Council to pay to the Council the Administration Cost in the following instalments:

- 19.1.1 thirty three percent (33%) of the Administration Cost immediately prior to the Implementation of the Development;
- 19.1.2 a further thirty three percent (33%) of the Administration Cost on or before the second (2th) anniversary of the payment made pursuant to **clause 19.1.1** of this Deed; and
- 19.1.3 any residue of the Administration Cost (following the payments made pursuant to **clauses 19.1.1** and **19.1.2** of this Deed) on or before the fifth (5th) anniversary of the payment made pursuant to **clause 19.1.1** of this Deed.

19.2 The Developer hereby covenants with Transport for London to pay to the Council the TfL Administration Cost in the following instalments:

- 19.2.1 thirty three percent (33%) of the TfL Administration Cost immediately prior to the Implementation of the Development;
- 19.2.2 a further thirty three percent (33%) of the TfL Administration Cost on or before the second (2th) anniversary of the payment made pursuant to **clause 19.2.1** of this Deed; and
- 19.2.3 any residue of the TfL Administration Cost (following the payments made pursuant to **clauses 19.2.1** and **19.2.2** of this Deed) on or before the fifth (5th) anniversary of the payment made pursuant to **clause 19.2.1** of this Deed.

20. COUNCIL'S LEGAL FEES

20.1 The Developer shall pay on the date of this Deed to the Council, by way of a banker's draft or solicitor's client account cheque made payable to "the London Borough of Southwark", the Council's reasonable costs in the preparation and negotiation of this Deed.

21. ENFORCEMENT COSTS

- 21.1 Subject to **clause 21.2** below, without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs) reasonably incurred by the Council for the purpose of the enforcement of any right or power of the Council or any obligation of the Developer arising hereunder PROVIDED THAT the Council has first sent written notice to the Developer of any alleged breach of the terms of this Deed and the Developer has not rectified the breach within 28 days of receipt of the Council's written notice (or such other timescale as is agreed between the Council and the Developer and for the avoidance of doubt this notification requirement will also apply in respect of any enforcement action taken by the Council on behalf of TfL in respect of covenants in this Deed).
- 21.2 In the event that the Council has commenced enforcement action against the Developer pursuant to **clause 21.1** above and following such action it is agreed that the Developer had acted in full compliance with this Deed and that there had been no breach the Developer shall not be responsible for the costs of such enforcement action provided that this **clause 21.2** shall not apply to any costs for enforcement action incurred by the Council in respect of enforcing any covenants in this Deed on behalf of Transport for London.

22. TRANSPORT FOR LONDON'S LEGAL FEES

The Developer shall pay on or before the date of this Deed to Transport for London, by way of a banker's draft or solicitor's client account cheque made payable to "Transport for London", Transport for London's reasonable costs up to in the preparation and negotiation of this Deed.

23. VAT

- 23.1 All consideration given or payments or Contributions in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 23.2 The Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Contribution or other payment then to the extent that VAT had not been previously charged in respect of that Contribution the Council or Transport for London shall (insofar as may be lawful and if and to the extent that the Council or Transport for London as the case may be are unable to recover the VAT as input tax) have the right to issue a VAT invoice to the Developer and the VAT shall be paid accordingly.

24. NOTICES

- 24.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail or facsimile and should be addressed as provided in **clause 24.3**.
- 24.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

- 24.2.1 if delivered by hand, upon delivery at the relevant address; and
- 24.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting
- 24.2.3 except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 pm, such notice or other communication shall be deemed to be received at 9.00 am on the next following Working Day.

24.3 Subject to **clause 24.4**, the address, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning & Transport, Regeneration & Neighbourhoods, PO Box 64529 London, SE1P 5LX;

Relevant addressee: The Director of Planning;

Reference: S106 and 12/AP/1092

For the Developer:

Address: Lend Lease (Elephant and Castle) Limited, 20 Triton Street, Regents Place, London NW1 3BF;

Relevant addressee: Mr Patrick Gloyens;

Reference: Heygate Section 106 Deed;

Transport for London:

Address: Transport for London, 9th Floor, Windsor House, 50 Victoria Street, London SW1H 0TL;

Relevant addressee: Alex Williams, Director of Borough Planning, Planning;

Reference: Heygate Section 106 Deed

For the Guarantor:

Address: Lend Lease Europe Holdings Limited 20 Triton Street, Regent's Place, London, NW1 3BF;

Relevant addressee: Mr Patrick Gloyens

Reference: Heygate Section 106 Deed;

24.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

- 24.4.1 the date specified in the notification as the date on which the change is to take place; or
- 24.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

25. DETERMINATION OF DISPUTES

25.1 If any dispute arises relating to or arising out of the terms of this Deed either party may give to the other written notice requiring the dispute to be determined under this **clause 25**. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

25.2 For the purposes of this **clause 25** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development.

25.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer from time to time of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 25**.

25.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

25.5 The Specialist is to act as an independent expert and:

25.5.1 each party may make written representations to the Specialist within ten Working Days of his appointment and will copy the written representations to the other party;

25.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and provide them to the Specialist and at the same time will copy the written comments to the other party;

25.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

- 25.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 25.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 25.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

25.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 25** including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

25.7 This **clause 25** does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

25.8 This **clause 25** does not apply to any disputes in relation to Clause 4, Guarantee A, Guarantee B and Guarantee C or any dispute in relation to or under any guarantee entered into pursuant to the provisions of this Deed.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

26.1 A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contract (Rights of Third Parties) Act 1999.

27. MISCELLANEOUS

27.1 The construction validity and performance of this Deed shall be governed by English law.

27.2 Each clause, sub-clause or Schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or Schedule 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 (insofar as may be lawful appropriate and reasonable) any modifications necessary to ensure that such clause sub-clause Schedule or paragraph be valid and enforceable shall be duly effected without prejudice to any other clause, sub-clause or Schedule contained herein otherwise than by consequential amendments.

27.3 In the event of the planning obligations contained in this Deed being modified by Deed of Modification and a note or memorandum thereof shall be endorsed upon this Deed if and to the extent that is necessary to avoid any oversight confusion or error.

27.4 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Developer or its successors in title but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Deed shall have no further effect thereupon.

27.5 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission or the Demolition Planning Permission) granted by the Council or by the Mayor or the relevant Secretary of State on appeal or by statutory reference and/or call-in after this Deed save and to the extent that such planning permission is expressly based on the terms of this Deed.

28. COMMUNITY INFRASTRUCTURE LEVY

28.1 For the purposes of this clause, "**CIL**" means a tax, tariff or charge introduced by the Council (or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name).

28.2 If, after the date of this Deed, CIL is applicable to the Development then, so far as it is lawful to do so, the parties to this Deed shall use reasonable endeavours to agree variations to this Deed with the intent that the mitigation measures environmental improvements and other improvements works and planning benefits secured by this Deed must continue to be effectively secured and delivered and so as to ensure that adequate mitigation is provided in relation to the anticipated impacts of the Development or any Plot as appropriate and also with the intent that the Developer shall not be required to contribute (whether by financial contribution or in kind or both) more than once for any item of infrastructure (as defined by the Community Infrastructure Levy Regulations 2010 and/or as amended applied and/or supplemented by any relevant charging schedule adopted including any related document issued by the Council from time to time during the delivery of the Development) through both the terms of this Deed and through CIL;

28.3 Any variations that are agreed between the Council and/or Transport for London (where their functions rights or obligations under this Deed are materially affected by the proposed variations) and the Developer shall be effected by means of a deed of modification completed in accordance with **clause 11.1**.

29. PAYMENT AND CALCULATION OF CONTRIBUTIONS

29.1 Payment of the Contributions referred to in this Deed shall be made on the basis that the Contribution shall only be applied by the authority receiving payment towards the purposes specified in the relevant Schedule to this Deed PROVIDED THAT if any part of such Contribution has not been expended or committed for such purposes (or is otherwise not Committed to be expended pursuant to a legally binding obligation) at the expiration of the period of 15 years from receipt of payment of that Contribution (and in the cases of Contributions payable in instalments where all of the relevant instalments are necessary to address the impacts created by the extent of the Development that has been constructed at that time the date when the whole of that Contribution shall have been paid) the uncommitted or unexpended balance of the Contribution shall be repaid following a request in writing to the Council to the Developer as soon as reasonably practicable.

30. TERMINATION OF THIS DEED

30.1 This Deed will come to an end if:

- 30.1.1 the Planning Permission is quashed or revoked at any time so as to render this Deed or any part of it irrelevant, impractical or unviable; or
- 30.1.2 the Planning Permission expires before the Implementation of the Development;

30.2 Where the Deed comes to an end under **clause 30.1**:

- 30.2.1 the Council shall vacate or cancel the entry made in the Local Land Charges register in relation to this Deed or otherwise to record the fact that it has come to an end and no longer affects the Site ;and
- 30.2.2 any monies paid under this Deed to the Council and/or Transport for London, with the exception of fees paid under **clauses 20 and 22**, that are unspent are to be returned to the party that made the payment within one month of a written request from the Developer

30.3 Where the Deed is applied or released in part by a future Confirmatory Deed, agreement or Deed of Modification, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations apply or no longer have effect.

30.4 Subject to **Clause 2.3** if the Developers make a reasonable and proper request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Deed have been discharged and complied with, the Council will place such a note against the entry.

SCHEDULE 1

Draft Planning Permission and Draft Demolition Permission

SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



www.southwark.gov.uk

OUTLINE PLANNING PERMISSION WITH LEGAL AGREEMENT

Applicant Lend Lease (Elephant and Castle) Limited
Date of Issue of this decision

LBS Registered Number 12/AP/1092

Planning Permission was GRANTED for the following development:

Outline application for: Redevelopment to provide a mixed use development comprising a number of buildings ranging between 13.13m (AOD) and 104.8m (AOD) in height with capacity for between 2,300 (min) and 2,469 (max) residential units together with retail (Class A1-A5), business (Class B1), leisure and community (Class D2 and D1), energy centre (sui generis) uses. New landscaping, park and public realm, car parking, means of access and other associated works.

The application is accompanied by an Environmental Statement submitted pursuant to the Town and Country Planning (Environmental Impact Assessment) 2011.

At: THE HEYGATE ESTATE AND SURROUNDING LAND BOUND BY NEW KENT ROAD (A201) TO THE NORTH, RODNEY PLACE AND RODNEY ROAD TO THE EAST, WANSEY STREET TO THE SOUTH AND WALWORTH ROAD (A215) AND ELEPHANT ROAD TO THE WEST. LONDON SE17

In accordance with application received on 02/04/2012 Your Ref. No.:
and revisions/amendments received on 04/05/2012
 28/09/2012

and Applicant's Drawing Nos. Parameter Plans

P01 Rev P-0; P03 Rev P-1; P04 Rev P-1; P05 Rev P-1; P06 Rev P-1; P07 Rev P-1; P08 Rev P-1; P09 Rev P-1; P10 Rev P-1; P20 Rev P-0

Design Strategy Document (March 2012) and Addendum (September 2012); Development Specification (Revised September 2012); Design & Access Statement (March 2012) and Addendum (September 2012); Transport Assessment (March 2012) and Addendum (September 2012); Planning Statement (March 2012) and Addendum (September 2012); Tree Strategy (March 2012) and Addendum (September 2012); Landscape Strategy (March 2012) and Addendum (September 2012); Vision and Destination Statement (March 2012); Travel Plan (Revised September 2012); Access Statement (March 2012); Housing Statement (March 2012) and Addendum (September 2012); Retail Assessment (March 2012); Draft Section 106 Heads of Terms (Revised September 2012); Statement of Community Involvement (March 2012); Sustainability Statement (March 2012); Energy Strategy (March 2012) and Addendum (September 2012); Waste Strategy (March 2012); Utilities and Services Infrastructure Strategy (March 2012); Health Impact Assessment (March 2012) and Addendum (September 2012); Equalities Impact Assessment (Revised September 2012); Estate Management Strategy (March 2012); Glossary of Terms (March 2012); Design User Guide (September 2012); Summary of Revisions to the Outline Planning Application (September 2012); Environmental Statement & Appendices (March 2012) and Addendum (September 2012).

Reasons for granting permission.

The planning application accords with the provisions of the development plan, and in particular with the relevant policies of the Core Strategy (2011), Southwark Plan (2007) and the London Plan (2011) as listed below. The planning application is also considered acceptable in the light of the provisions of the National Planning Policy Framework. This planning application was considered with regard to various policies, but not exclusively.

Strategic policies of the Core Strategy 2011

Strategic Policy 1 – Sustainable development requires development to improve the places we live and work in and enable a better quality of life for Southwark's diverse population.

Strategic Policy 2 – Sustainable transport states that we will encourage walking, cycling and the use of public transport rather than travel by car.

Strategic Policy 3 - Shopping, leisure and entertainment states that we will maintain a network of successful town centres which have a wide range of shops, services and facilities, to help meet the needs of Southwark's population.

Strategic Policy 4 - Places for learning, enjoyment and healthy lifestyles advises that there will be a wide range of well used community facilities that provide spaces for many different communities and activities in accessible areas.

Strategic Policy 5 – Providing new homes requires development to meet the housing needs of people who want to live in Southwark and London by providing high quality new homes in attractive environments, particularly in our growth areas.

Strategic Policy 6 – Homes for people on different incomes seeks to ensure that developments provide homes including social rented, intermediate and private for people on a wide range of incomes. Developments should provide as much affordable housing as is reasonably possible whilst also meeting the needs of other types of development and encouraging mixed communities.

Strategic Policy 7 – Family homes states that development will provide more family housing with 3 or more bedrooms for people of all incomes to help make Southwark a borough which is affordable for families. New homes will have enough space for the needs of occupants.

Strategic Policy 10 – Jobs and businesses encourages the increase in the number of jobs in Southwark and create an environment in which businesses can thrive.

Strategic Policy 11 - Open spaces and wildlife states a commitment to improve, protect and maintain a network of open spaces and green corridors that will make places attractive and provide sport, leisure, and food growing opportunities for a growing population. We will protect and improve habitats for a variety of wildlife.

Strategic Policy 12 – Design and conservation requires development to achieve the highest possible standards of design for buildings and public spaces to help create attractive and distinctive places which are safe, easy to get around and a pleasure to be in.

Strategic Policy 13 – High environmental standards requires development to respect the limit's of the planet's natural resources, reduce pollution and damage to the environment, and help us adapt to climate change.

Strategic Policy 14 - Implementation and delivery advises that planning obligations will be used to reduce or mitigate the impact of developments.

Saved policies of the Southwark Plan 2007

Policy 1.1 "Access to employment opportunities" seeks to ensure that for all developments over 1,000 sqm of new or improved floorspace that provide or generate employment, the LPA will enter into planning obligations to improve employment participation within Southwark.

Policy 1.7 "Development within Town and Local Centres" states that most new developments for retail and other town centre uses should be accommodated within the existing town centres.

Policy 2.2 "Provision of new community facilities" states that planning permission will be granted for new community facilities provided that provision is made to enable the facility to be used by all members of the community and that the facility is not detrimental to the amenity of present and future occupiers of the surrounding area.

Policy 2.5 "Planning obligations" seeks to ensure that any adverse effect arising from a development is taken into account and mitigated, and contributions towards infrastructure and the environment to support the development are secured, where relevant.

Policy 3.1 "Environmental effects" seeks to ensure there will be no material adverse effect on the environment and quality of life resulting from new development.

Policy 3.2 "Protection of amenity" protects against the loss of amenity, including disturbance from noise, to present and future occupiers in the surrounding area or on the application site.

Policy 3.3 "Sustainability assessment" requires major applications to be supported by a sustainability assessment.

Policy 3.4 "Energy efficiency" states that development should be designed to maximise energy efficiency and to minimise and reduce energy consumption and CO2 emissions.

Policy 3.6 "Air quality" states that permission will not be granted for development that would lead to a reduction in air quality.

Policy 3.7 "Waste reduction" states that all developments are required to ensure adequate provision of recycling, composting, and residual waste disposal, collection and storage facilities as well as demonstrate how the waste management hierarchy will be applied during construction and after the development is completed.

Policy 3.9 "Water" requires all developments to incorporate measures to reduce the demand for water, and recycle grey water and rainwater. In addition all new developments must use preventative measures to ensure that they do not lead to a reduction in water quality.

Policy 3.11 "Efficient use of land" states that all developments should ensure that they maximise the efficient use of land.

Policy 3.12 "Quality in design" requires new development to achieve a high quality of architectural and urban design.

Policy 3.13 "Urban design" seeks to ensure that principles of good urban design are taken into account in all developments.

Policy 3.14 "Designing out crime" states that developments, in both the private and public realm, should be designed to improve community safety and crime prevention.

Policy 3.15 "Conservation of the historic environment" states that developments should preserve or enhance the special or historic character or appearance of buildings or areas of historic or architectural significance. Planning proposals that have an adverse effect on the historic environment will not be permitted.

Policy 3.17 "Listed buildings" states that development proposals involving a listed building should preserve the building and its features or special architectural or historic interest.

Policy 3.18 "Setting of listed buildings, conservation areas, and world heritage sites" requires developments to preserve or enhance the setting or important views of a listed building, the setting or views into and out of a conservation area, and the setting or important views of or from a world heritage site.

Policy 3.19 "Archaeology" advises there is a presumption in favour preservation in situ, to protect and safeguard archaeological remains of national and local importance.

Policy 3.20 "Tall buildings" states that planning permission may be granted for buildings that are significantly taller than their surroundings or have a significant impact on the skyline, on sites which have excellent accessibility to public transport facilities and are located in the Central Activities Zone (particularly in Opportunity Areas) outside landmark viewing corridors.

Policy 3.21 "Strategic views" states that the LPA will seek to protect and enhance the strategic views of St. Paul's Cathedral.

Policy 3.22 "Important local views" advises that the LPA will seek to protect and enhance identified views, panoramas, prospects and their settings that contribute to the image and built environment of the borough and wider London.

Policy 3.28 "Biodiversity" states that the LPA will take biodiversity into account in its determination of all planning applications and will encourage the inclusion in developments of features which enhance biodiversity.

Policy 4.1 "Density of residential development" provides density ranges for different zones within the borough.

Policy 4.2 "Quality of residential accommodation" advises that permission will be granted for residential development provided that they achieve good quality living conditions and high standards of accessibility, privacy and outlook, natural daylight and sunlight, ventilation, outdoor space, safety and security, and protection from pollution.

Policy 4.3 "Mix of dwellings" states that all major residential development should provide a mix of dwelling sizes and types to cater for the range of housing needs of the area.

Policy 4.4 "Affordable housing" seeks to secure affordable housing as part of private development.

Policy 4.6 "Loss of residential accommodation" advises that development will not be permitted where it results in the net loss of residential floorspace except in certain circumstances.

Policy 5.1 "Locating developments" states that the location of development must be appropriate to the size and trip-generating characteristics of the development.

Policy 5.2 "Transport impacts" states that planning permission will be granted for development unless there is an adverse impact on transport networks, and/or adequate provision has not be made for servicing, circulation and access to and from the site, and/or consideration has not been given to impacts on the Transport for London road network.

Policy 5.3 "Walking and cycling" advises that planning permission will be granted for development provided there is adequate provision for pedestrians and cyclists within the development and where practicable within the surrounding area.

Policy 5.6 "Car parking" states that all developments requiring car parking should minimise the number of spaces provided.

Policy 5.7 "Parking standards for disabled people and the mobility impaired" seeks to ensure that developments

provide adequate parking for disabled people and the mobility impaired.

Policies of the London Plan 2011

Policy 2.13 "Opportunity Areas and Intensification Areas" seeks to optimise residential and non-residential output and densities, provide necessary social and other infrastructure to sustain growth, and, where appropriate, contain a mix of uses.

Policy 2.15 "Town Centres" advises that development proposals should sustain and enhance the vitality and viability of the centre.

Policy 3.1 "Ensuring Equal Life Chances For All" states that development proposals should protect and enhance facilities and services that meet the needs of particular groups and communities.

Policy 3.2 "Improving Health And Addressing Health Inequalities" advises that new developments should be designed, constructed and managed in ways that improve health and promote healthy lifestyles to help reduce health inequalities.

Policy 3.3 "Increasing Housing Supply sets out the housing targets for London and individual boroughs.

Policy 3.4 "Optimising Housing Potential" advises that development should optimise housing output for different types of location within specified density ranges.

Policy 3.5 "Quality And Design Of Housing Developments" states that the design of all new housing developments should enhance the quality of local places, taking into account physical context; local character; density; tenure and land use mix; and provision of public, communal and open spaces.

Policy 3.6 "Children And Young People's Play And Informal Recreation Facilities" requires housing development to include provision for play and informal recreation based on the expected child population generated by the scheme and an assessment of future needs.

Policy 3.7 "Large Residential Developments" states that proposals for large residential developments, including complementary non-residential uses are encouraged in areas of high public transport accessibility.

Policy 3.8 "Housing Choice" states that Londoners should have a genuine choice of homes that they can afford and which meet their requirements for different sizes and types of dwellings in the highest quality environments.

Policy 3.9 "Mixed And Balanced Communities" requires a more balanced mix of tenures in London, particularly in some neighbourhoods where social renting predominates and there are concentrations of deprivation.

Policy 3.11 "Affordable Housing Targets" seeks to maximise affordable housing provision.

Policy 3.12 "Negotiating Affordable Housing On Individual Private Residential And Mixed Use Schemes states that the maximum reasonable amount of affordable housing should be sought and that negotiations on site should take account of their individual circumstances, including development viability, availability of public subsidy, and the implications of phased development.

Policy 3.14 "Existing Housing" advises that loss of housing, including affordable housing, should be resisted unless the housing is replaced at existing or higher densities with at least equivalent floorspace.

Policy 4.1 "Developing London's Economy" seeks to promote and enable the continued development of a strong, sustainable and increasingly diverse economy across London, ensuring the availability of sufficient and suitable workspaces in terms of type, size, and cost, supporting infrastructure and suitable environments for larger employers and small and medium sized enterprises.

Policy 4.7 "Retail And Town Centre Development" seeks to ensure that certain principles are applied in assessing planning decisions on proposed retail and town centre development, including that the scale of retail, commercial, culture, and leisure development is related to the size, role and function of a town centre and its catchment.

Policy 5.1 "Climate Change Mitigation" sets out the Mayor's requirements for an overall reduction in London's carbon dioxide emissions of 60% by 2025.

Policy 5.2 "Minimising Carbon Emissions" requires development proposals to make the fullest contribution to minimising carbon dioxide emissions in accordance with the Mayor's energy hierarchy.

Policy 5.3 "Sustainable Design And Construction" states that development should demonstrate that sustainable design standards are integral to the proposal, including its construction and operation, and ensure that they are considered at the beginning of the design process.

Policy 5.6 "Decentralised Energy In Development Proposals" states that development proposals should evaluate the feasibility of combined heat and power (CHP) systems, and where a new CHP system is appropriate also examine

opportunities to extend the system beyond the site boundary to adjacent sites.

Policy 5.7 "Renewable Energy" sets out that major development proposals should provide a reduction in expected carbon dioxide emissions through the use of on-site renewable energy generation.

Policy 5.11 "Green roofs And Development Site Environs" states that major development proposals should be designed to include roof, wall and site planting, especially green roofs and walls where feasible.

Policy 5.12 "Flood Risk Management" states that major development proposals must comply with flood risk assessment and management requirements.

Policy 5.13 "Sustainable Drainage" states that development should utilise sustainable urban drainage systems (SUDS) and should aim to achieve greenfield run-off rates and ensure that surface water run-off is managed as close to its source as possible.

Policy 6.3 "Assessing Effects Of Development On Transport Capacity" states that development proposals should ensure that impacts on transport capacity and the transport network are fully assessed.

Policy 6.9 "Cycling" supports the increase in cycling in London.

Policy 6.10 "Walking" supports the increase in walking in London.

Policy 6.13 "Parking" states that maximum standards to parking levels should be applied to planning applications.

Policy 7.2 "An Inclusive Environment" requires all new development to achieve the highest standards of accessible and inclusive design.

Policy 7.3 "Designing Out Crime" seeks to create safe, secure and appropriately accessible environments.

Policy 7.6 "Architecture" that architecture should make a positive contribution to a coherent public realm, streetscape and wider cityscape. It should incorporate the highest quality materials and design appropriate to its context.

Policy 7.7 "Location And Design Of Tall And Large Buildings" advises that tall and large buildings should be part of a plan-led approach to changing or developing an area by the identification of appropriate, sensitive and inappropriate locations. Tall and large buildings should not have an unacceptably harmful impact on their surroundings.

Policy 7.8 "Heritage Assets And Archaeology" states that development affecting heritage assets and their settings should conserve their significance by being sympathetic to their form, scale, materials and architectural detail.

Policy 7.10 "World Heritage Sites" states that development should not cause adverse impacts on World Heritage Sites or their settings. In particular, it should not compromise a viewer's ability to appreciate its Outstanding Universal Value, integrity, authenticity, or significance.

Policy 7.12 "Implementing The London View Management Framework" advises that new development should not harm and where possible should make a positive contribution to the characteristics and composition of the strategic views and their landmark elements. It should also preserve or enhance the viewer's ability to recognise and appreciate strategically important landmarks in these views.

Policy 7.14 "Improving Air Quality" advises that development proposals should minimise increased exposure to existing poor air quality and make provision to address local problems of air quality.

Policy 7.15 "Reducing Noise And Enhancing Soundscapes" advises that development proposals should seek to reduce noise.

Policy 7.18 "Protecting Local Open Space And Addressing Local Deficiency" states that the Mayor supports the creation of new open space to ensure satisfactory levels of local provision and address areas of deficiency.

Policy 7.19 "Biodiversity And Access To Nature" states that development proposals should make a positive contribution to the protection, enhancement, creation, and management of biodiversity.

Policy 7.21 "Trees And Woodlands" states that existing trees of value should be retained and any loss as the result of development should be replaced following the principle of 'right place right tree'. Wherever appropriate, the planting of additional trees should be included in new developments, particularly large-canopied trees.

Policy 8.2 "Planning Obligations" states that development proposals should address strategic as well as local priorities in planning obligations.

National Planning Policy Framework

Section 1: Building a strong competitive economy

- Section 2: Ensuring the vitality of town centres
- Section 4: Promoting sustainable development
- Section 6: Delivering a wide choice of good quality homes
- Section 7: Requiring good design
- Section 8: Promoting healthy communities
- Section 10: Meeting the challenge of climate change, flooding and coastal change
- Section 11: Conserving and enhancing the natural environment
- Section 12: Conserving and enhancing the historic environment

Regard was had to the principle of the proposed redevelopment of the Heygate Estate taking account of its location within the Elephant and Castle Opportunity Area and that it forms part of designated Proposal Site 39P which is identified for comprehensive redevelopment. The Heygate Estate has been identified as being in need of redevelopment and as such it forms a key component of the regeneration of the Elephant and Castle. The proposal would provide a high density mixed use development on a brownfield site in a central and highly accessible location and in this respect redevelopment of the application site fully accords with the policy objective of accommodating large scale development in Opportunity Areas.

In terms of land uses the proposal would deliver a varied mix of land uses consistent with this central London and town centre location. The proposal will help to consolidate the Elephant and Castle as a Major Town Centre through an enhanced retail offer, additional business accommodation, and the provision of new community and leisure facilities. A key component of the scheme is the provision of a new public Park which is particularly supported given that the area is deficient in open space.

The proposal will make a significant contribution towards providing new homes, including family dwellings, which will help towards meeting London-wide and local housing targets. The application is committed to providing a range of dwelling types and sizes to maximise housing choice and would be built to a high standard and provide improved standards of living accommodation, including outdoor amenity space.

The proposal would provide much needed affordable housing. It is acknowledged that the level of affordable housing proposed (at 25%) is below the 35% provision normally required by policy and this has been considered very carefully. A detailed financial appraisal to demonstrate that a scheme providing 35% affordable housing would not be viable accompanies the application and officer's consider that the proposed level of affordable housing is as much as can reasonably be delivered. The S106 Agreement will require a review of the viability situation in the event that circumstances change, for example the availability of public funding. The proposed tenure split of 50% rented (inclusive of social and affordable rents) and 50% shared ownership (intermediate) housing complies with policy and will contribute towards the objective of securing mixed and balanced communities.

To facilitate the redevelopment of the Heygate Estate, the Council in 2007 implemented an off-site "Heygate Replacement Programme" which was designed to accelerate the re-housing of tenants and leaseholders from the estate. This programme will, when complete, deliver 536 affordable housing units from 10 nearby development schemes. This, together with the proposed affordable on-site provision, would ensure that the requirement to replace the existing affordable housing units on the Heygate Estate will be met.

Regard was also had to the impacts of the proposal on heritage assets, including strategic and local views and World Heritage Sites. It has been adequately demonstrated at this outline stage that the proposal would not have a significantly harmful affect on the setting of local and strategic heritage assets, including the Protected Vista of the Palace of Westminster in designated Townscape View 23A.1 from the Serpentine Bridge. Matters such as the design and appearance of the new buildings will be dealt with at Reserved Matters stage where the detailed design of the development and how it affects the setting and viewer's appreciation of designated heritage assets will be important considerations. The Grade II listed K2 Telephone Kiosk that is located on New Kent Road, and within the application site boundary, can be adequately protected during construction and a condition is attached to ensure this.

The site enjoys a high level of public transport accessibility. Whilst the council normally seeks car free developments in this location (other than disabled parking) this proposal includes a small proportion of additional car parking on account of viability reasons. Whilst short term impacts will result from construction traffic, once operational the scheme is not considered to result in significant impacts on highway safety or local highway conditions. The development will assist in the delivery of public transport improvements on both buses and the underground.

The application seeks to retain as many trees as possible and replace all those required to be lost so to ensure there would be no net loss of trees on the application site. The completed scheme will result in an enhancement of biodiversity with the inclusion of measures such as green and brown roofs, living walls, and the provision of nesting and foraging opportunities for birds and bats. The scheme incorporates a Combined Heat and Power (CHP) system and District Heat Network which will also provide the opportunity for the extension of the network to other sites in the immediate vicinity. The proposed energy strategy for the development will require further review, particularly in respect of biomethane and renewable energy technologies, but this is acceptable given the long term programme of implementation and ongoing development of policy in this respect. This can be secured as part of the S106 legal agreement. On this basis the proposed development is concluded to accord with sustainability and energy related policies.

It is recognised that the application (due to its size and scale) has the potential for significant environmental effects and these potential impacts have been identified in the Environmental Statement that was submitted in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011. In coming to a decision on the application, the council had full regard to the Environmental Statement and all submissions relating to considerations in the Environmental Statement. It is acknowledged that following mitigation measures, there are likely to be adverse impacts affecting the amenity for local residents and surrounding occupiers, particularly in relation to increased noise, dust, vibration, construction traffic as well as visual impacts on townscape character. However, these impacts will be of short to medium term duration and would not amount to such significant harm that would justify the refusal of planning permission. Moreover they would not outweigh the wider long term regenerative benefits of the scheme.

Other policies have been considered but no impacts and/or conflicts with planning policy have been identified that couldn't be adequately dealt with by planning obligation or condition. It was therefore considered appropriate to grant planning permission having regard to all the policies considered and any other material planning considerations.

Subject to the following conditions:

0 Definitions

a) "Advance Infrastructure and Enabling works" means initial enabling and site set-up works required for the development in accordance with details to be submitted to and approved by the Local Planning Authority (in consultation with Transport for London) which may include:

- site establishment and temporary welfare facilities and temporary site accommodation;
- installation of construction plant;
- utilities diversions and reinforcements insofar as necessary to enable the construction of the development to commence;
- temporary drainage, power, and water supply for construction; and
- construction access and egress and/or site roads.

b) "Development Plot or Plot" means the Development Plots identified on Drawing Reference: P03 P-1. For the avoidance of doubt, these Plots comprise separate parts of the development (and therefore separate chargeable developments) for the Community Infrastructure Levy (CIL) Regulations 2010 (Regulations 2, 3, and 9) in defining the individual development phases by which the outline permission can be implemented. The Development Plots identified on P03 P-1 are:

Development Plot H1; Development Plot H2; Development Plot H3; Development Plot H4; Development Plot H5; Development Plot H6; Development Plot H7; Development Plot H10; Development Plot H11a; Development Plot H11b; Development Plot H12; Development Plot H13; PAV.1

c) "Indicative Construction Programme" (March 2012) means the five phases of comprehensive regeneration as assessed within the Environmental Statement (March 2012) and Addendum (September 2012).

d) "Construction Phase" means an individual phase of construction as identified by the Phasing Plan required by Condition 3 which for the avoidance of doubt may include development within and outside of a Development Plot.

e) "Design Strategy Document (Consolidated Version February 2013)" means a consolidated version of the Design Strategy Document (March 2012) and its Addendum (September 2012) which has been prepared for ease of reference but does not contain any additional material that was not already contained in the two separate documents.

f) "The Section 106 Agreement" means the agreement made under Section 106 of the Town and Country Planning Act 1990 between Southwark Council, Lend Lease (Elephant and Castle) Limited, Transport for London and LLEH - Lend Lease Europe Holdings Limited dated the same day in March 2013 as the planning permission reference 12-AP-1092, or such other agreement or agreements that might replace or supersede it.

1 SITE WIDE CONDITIONS

Planning Permission Outline - Approval of details

a) Details of the access, appearance, landscaping, layout and scale (hereinafter called "the Reserved Matters") in relation to the first Development Plot shall be submitted to the Local Planning Authority (for approval by the Local Planning Authority in consultation with the GLA and Transport for London) within three years of the date of this permission and the development hereby permitted shall be begun either before the end of five years from the date of this permission or before the end of two years from the date of the final approval of the last Reserved Matters for the first Development Plot, or in the case of approval on different dates, the final approval of the last such matter to be approved. The development shall not be carried out otherwise than in accordance with this permission and any such approvals given.

b) Submission of all Reserved Matters in respect of all other Development Plots, public realm, infrastructure

works, including the Heygate Heat Network (and connections thereto) and Energy Centre, pedestrian and cycle routes, and highway works shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the GLA and Transport for London) within 13 years from the date of this permission and thereafter the development shall not be carried out otherwise than in accordance with this permission and any such approvals given.

c) Development comprised within a Development Plot shall be begun before the end of two years from the date of the approval of the last Reserved Matters in respect of that Development Plot and thereafter the development shall not be carried out otherwise than in accordance with this permission and any such approvals given.

d) Development outside of a Development Plot shall be begun before the end of two years from the date of the approval of the last Reserved Matters in respect of such development and thereafter the development shall not be carried out otherwise than in accordance with this permission and any such approvals given.

Reason:

As required by Section 92 of the Town and Country Planning Act 1990 as amended and to ensure that the development is carried out in accordance with the programme assumptions underpinning the Environmental Impact Assessment process.

2 Development Plots

The Development Plots hereby permitted and identified on Drawing Reference: P03 P-1 are:

a) Development Plot H1; Development Plot H2; Development Plot H3; Development Plot H4; Development Plot H5; Development Plot H6; Development Plot H7; Development Plot H10; Development Plot H11a; Development Plot H11b; Development Plot H12; Development Plot H13; PAV.1

b) The Reserved Matters for these respective Development Plots shall be in accordance with all plot related parameters and principles hereby approved, including those set out in the Parameter Plans, Design Strategy Document and Development Specification and such further relevant plot-specific parameters and principles as are referred to elsewhere in these Conditions.

Reason

For the avoidance of doubt and to identify the Development Plots to which Reserved Matters Applications need to be submitted and approved and to ensure that the Reserved Matters Applications are in accordance with the relevant approved parameters and principles.

3 Detailed Phasing Plan - details to be submitted

Before the submission of the first Reserved Matters Application, a Detailed Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the GLA and Transport for London). The Detailed Phasing Plan shall include justification for the proposed Construction Phases, the order and timing of the proposed Construction Phases, all Development Plots prescribed in Condition 2, and details of all public realm, infrastructure works, including the Heygate Heat Network (and connections thereto) and Energy Centre, pedestrian and cycle routes, and highway works. The phasing details shall be in accordance with the Indicative Construction Programme (March 2012) or any subsequent Detailed Phasing Plan that supersedes it that is approved by the Local Planning Authority pursuant to this condition or Condition 5. The construction phasing shall not be carried out otherwise than in accordance with the approved Detailed Phasing Plan.

Reason

To allow for the progressive phasing of the development hereby permitted and in the interests of proper planning.

4 Detailed Phasing Plan - Environmental Statement

In the event that the Local Planning Authority considers that the Detailed Phasing Plan submitted pursuant to Condition 3 and/or any proposed revisions to the Detailed Phasing Plan submitted pursuant to Condition 5 may cause significant unassessed environmental effects compared to the Detailed Phasing Plan and/or the Indicative Construction Programme (March 2012), then the Detailed Phasing Plan shall be submitted to the Local Planning Authority for approval (in consultation with the GLA and Transport for London) together with an appropriate Environmental Statement and the application for such proposed revisions to the Detailed Phasing Plan shall be considered and determined in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

Reason

To ensure that any proposed new and/or different environmental effects relating to any proposed changes to the phasing of the Development have been properly assessed in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

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5 Detailed Phasing Plan Amendments

The Detailed Phasing Plan approved pursuant to Condition 3 may be amended from time to time to reflect changes to the phasing of the development that were not foreseen at the time when the Detailed Phasing Plan was approved, subject to obtaining the prior written approval of the Local Planning Authority (in consultation with the GLA and Transport for London), and providing that the submission of any updated Detailed Phasing Plan shall comply with the requirements of Condition 4 in respect of the Environmental Statement.

Reason

To allow for revisions to the approved Detailed Phasing Plan to enable development to be delivered in the interests of proper planning.

6 Approved plans and documents

The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans and documents:

P01 P-0 Outline Planning Application Boundary

P03 P-1 Proposed Maximum and Minimum Plot Extents at Ground & Mezzanine Levels

P04 P-1 Proposed Maximum and Minimum Plot Extents at Upper Levels

P05 P-1 Proposed Minimum Publicaly Accessible Realm

P06 P-1 Proposed Uses at Ground, Mezzanine & Basement Levels

P07 P-1 Proposed Uses at Upper Levels

P08 P-1 Proposed Maximum Plot Extent and Heights

P09 P-1 Proposed Minimum Plot Extent and Heights

P10 P-1 Proposed Vehicular Access Plan

Development Specification (September 2012)

Design Strategy Document (Consolidated Version February 2013)

Reason:

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

7 Advance Infrastructure and Enabling Works - details to be submitted

No Advance Infrastructure and Enabling Works shall take place until details of the proposed Advance Infrastructure and Enabling Works have been submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London). The submitted details shall include plans (at an appropriate scale) which show the proposed works in context, both existing and proposed, and shall, where relevant, be in accordance with the approved Parameter Plans and the Design Strategy Document and shall not prejudice or undermine the subsequent approval of Reserved Matters and/or other matters to be subsequently approved in accordance with these Conditions for the purposes of carrying out the Development or any of its Phases. The Advance Infrastructure and Enabling Works may (subject as aforementioned to their not prejudicing or undermining subsequent approvals) be carried out prior to the submission and/or approval of the Reserved Matters Applications and the works shall not be carried out otherwise than in accordance with the approved details.

Reason

In order to ensure that all the necessary infrastructure and enabling works are carried out to the satisfaction of the Local Planning Authority and to allow the early undertaking of these works to facilitate the construction of the Development.

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8 Flood Risk – Approved Plans	
	The development hereby permitted shall be carried out in accordance with the recommendations of the approved Flood Risk Assessment prepared by Arup with project reference number 215367/FRA Rev C dated 14 March 2012.
Reason	To ensure the development is designed safely in reference to flood risk in accordance with saved Policy 3.9 Water of the Southwark Plan 2007 and Strategic Policy 13 High Environmental Standards of the Core Strategy 2011.
9 Tree Planting - details to be submitted	
	The development hereby permitted shall not commence (save for any Advance Infrastructure and Enabling works) until details of a Site Wide Tree Strategy have been submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London). The Strategy shall accord with the principles set out in the Tree Strategy (March 2012) and Tree Strategy Addendum (September 2012) and will include details of how the development will be designed and constructed to ensure that there is no net loss of trees on the application site. The development shall not be carried out otherwise than in accordance with the approved Site Wide Tree Strategy.
Reason	To ensure the proposed development will preserve and enhance the visual amenities of the locality and will be designed for maximum benefit of screening, local biodiversity and adaptation to climate change in accordance with Policy 2.18 Green Infrastructure, Policy 5.1 Climate Change Mitigation, Policy 5.10 Urban Greening, Policy 7.4 Local Character, and Policy 7.21 Trees and Woodlands of the London Plan 2011; Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and conservation, and Strategic Policy 13 High environmental standards; and Saved Policy 3.28 Biodiversity and Policy 3.2 Protection of amenity of the Southwark Plan 2007.
10 Tree Protection - site supervision	
	The development hereby permitted shall not commence (save for any Advance Infrastructure and Enabling Works) until an Arboricultural Method Statement describing a programme of site monitoring to be implemented has been submitted and approved in writing by the Local Planning Authority. The Arboricultural Method Statement shall provide details of a scheme for arboricultural supervision whenever construction and development activity is to take place within or adjacent to any root protection area (or crown spread, where this is greater) of trees that are to be retained in accordance with BS: 5837 (2012) Trees in relation to design, demolition and construction sections 6.1 and 6.3.
Reason	To ensure the proposed development will preserve and enhance the visual amenities of the locality and will be designed for maximum benefit of screening, local biodiversity and adaptation to climate change in accordance with Policy 2.18 Green Infrastructure, Policy 5.1 Climate Change Mitigation, Policy 5.10 Urban Greening, Policy 7.4 Local Character, and Policy 7.21 Trees and Woodlands of the London Plan 2011; Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and conservation, and Strategic Policy 13 High environmental standards; and Saved Policy 3.28 Biodiversity and Policy 3.2 Protection of amenity of the Southwark Plan 2007.

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11 Development on adopted highway - New Kent Road and Wansey Street	
Notwithstanding the details shown on Parameter Plan P03 P-1, no part of any building or associated commercial spill out space on Development Plots H4, H5 and H11a on New Kent Road and Development Plots H6 and H10 on Wansey Street shall be permitted on the existing southern adopted highway along New Kent Road and the northern adopted highway along Wansey Street.	
Reason	
In order to ensure that the development does not spill out onto the public highway and in accordance with Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007.	
12 Separation distance - Wansey Street	
a) A minimum distance of 15m between new and existing building faces (excluding any balcony projection) shall be maintained on Wansey Street in accordance with the approved Design Strategy Document.	
b) A minimum distance of 10m shall be maintained between the maximum parameter extent of Development Plot H10 and the application boundary to the south of Wansey Street in accordance with Parameter Plan P04 P-1.	
Reason	
In order to protect the privacy and amenity of occupiers and users of the adjoining premises on Wansey Street from undue overlooking in accordance with Strategic Policy 13 - High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007.	
13 Car parking	
Car parking for the development hereby permitted shall not and unless otherwise agreed in writing by the Local Planning Authority (in consultation with Transport for London) exceed 616 parking spaces, excluding spaces allocated to car club uses.	
Reason	
To ensure adequate car parking provision for the larger residential units in accordance with saved Policy 5.2 Transport impacts of the Southwark Plan 2007 and Strategic Policy 2 - Sustainable transport of the Core Strategy 2011.	
14 Advertising and signage	
The development hereby permitted shall not commence at or above ground level (save for any Advance Infrastructure and Enabling Works) until a Site Wide Advertising and Signage Strategy detailing the design code for the proposed frontage of the commercial units facing street and routes (including advertisement zones, awnings, and spill-out zones) shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented in accordance with the approved details.	
Reason	
In order to ensure that the quality of the design and details are in accordance with Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and saved Policies 3.12 Quality in design and 3.13 Urban design of the Southwark Plan 2007.	

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RESERVED MATTERS

Conditions 15 to 65 are applicable to each individual Construction Phase or Development Plot as set out in the Phasing Plan pursuant to Condition 3 of this permission. Within the following conditions "Construction Phase" or "Development Plot" shall relate to a single Construction Phase or Development Plot only and shall be interpreted accordingly.

15 No development within a Development Plot shall commence (save for any Advance Infrastructure and Enabling Works) until written approval of Reserved Matters comprising access, scale, appearance, layout, and landscaping for that Development Plot has been obtained from the Local Planning Authority (in consultation with the GLA and Transport for London) . The development shall be undertaken in accordance with the approved details.

Reason

As required by Section 92 of the Town and Country Planning Act 1990 and in the interests of proper planning.

16 No development in a Construction Phase outside of a Development Plot shall commence (save for any Advance Infrastructure and Enabling Works) until written approval of any Reserved Matters comprising access, layout, and landscaping outside of the Development Plots contained in that Construction Phase has been obtained from the Local Planning Authority (in consultation with the GLA and Transport for London). The development shall be carried out in accordance with the approved details.

Reason

As required by Section 92 of the Town and Country Planning Act 1990 and in the interests of proper planning.

17 Each Reserved Matters Application shall be accompanied, as appropriate, by the following documents and/or information:

(i) A reconciliation plan or statement showing how the proposed Plot development complies with the approved site wide development controls (i.e. Parameter Plans / Development Specification / Design Strategy Document) and Site Wide Strategies and Plot specific strategies in relation to:

- number and mix of residential units
- quantum and location of affordable housing and the affordable housing mix
- land use floorspace figures and distribution
- open space provision
- car parking and motor cycle provision
- cycle parking provision
- transport / highway works provision
- utilities

and in relation to the matter of **access** a Reserved Matters application shall include:

(ii) details (including specifications) of the access to and within the Development Plot or Construction Phase for vehicles, cycles and pedestrians (including Access for All standards).

and in relation to the matter of **layout** a Reserved Matters application shall include:

(iii) details of the siting of the proposed building or buildings and any relevant above ground roads, highways parking, vehicle standing and servicing areas or landscaping associated with the Development Plot or Construction Phase to which the reserved matter relates

(iv) details of any necessary temporary layout associated with boundary treatment and condition between the Development Plots

(v) details of the basement layout, including parking areas, servicing areas, and plant areas

(vi) details of the internal layout of buildings

and in relation to the matter of **scale** a Reserved Matters application shall include:

(vii) a statement (including accompanying design material, townscape views and detailed plans at an appropriate scale) to demonstrate that the scale of the development accords with the relevant thresholds and parameters set out in the approved Parameter Plans and Design Strategy Document, including the Tall Building Strategy.

and in relation to the matter of **appearance** a Reserved Matters application shall include:

(viii) a statement together with detailed plans, drawings, sections, and elevations to explain full details of the proposed detailed design and materials to be used on all external elevations of the building(s) and how the appearance of the development accords with the relevant parameters set out in the approved Design Strategy Document, including the Tall Building Strategy.

and in relation to the matter of **landscaping** a Reserved Matters application shall include:

(ix) plans, drawings, sections, and specifications (including soil volumes, weight loading and maintenance plan in respect of raised courtyards) to explain full details of the hard and soft landscaping works, including finished floor levels, proposed drainage arrangements, children's play equipment, private and communal amenity areas, and planting (including green / brown roofs / living walls / vertical gardens and planters)

(x) a statement (including accompanying design material) to demonstrate that the landscaping works accord with the Design Strategy Document

(xi) tree planting details and specification of all other planting

(xii) details of the programme for implementing and completing the planting.

Reason

In order that the Reserved Matters Applications can be properly considered and assessed against the approved Parameter Plans, Design Strategy Document and Development Specification and in the interests of proper planning.

CONSTRUCTION PHASE CONDITIONS

18 Construction Environmental Management Plans

No works within a Construction Phase shall commence until a Construction Environmental Management Plan for that part of the Development has been submitted to and approved by the Local Planning Authority (in consultation with Transport for London) pursuant to the terms of the Section 106 Agreement related to this Planning Permission

Reason

To ensure that all construction impacts are effectively mitigated and to ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of pollution and nuisance in accordance with Strategic Policy 2 - Sustainable transport and Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policies 5.2 Transport impacts and 3.2 Protection of amenity of the Southwark Plan 2007.

19 Construction Waste Management Plan - details to be submitted

No works within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until a Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority for that Construction Phase. The Waste Management Plan shall include details of how the waste will be recycled and/or disposed of and managed during construction. The development shall be carried out in accordance with the approved Construction Waste Management Plan.

Reason

In the interest of promoting waste reduction and protecting the amenity of the site in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy 2011 and Saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007.

20 Dust monitoring - details to be submitted

Before works on each Construction Phase commences (save for any Advance Infrastructure and Enabling Works), a particulate monitoring survey shall be undertaken by the developer and shall be submitted to and approved in writing by the Local Planning Authority. The particulate monitoring survey shall include a background particulate survey covering a minimum of 3 months data for the perimeter of that part of the development site and shall be in accordance with the Institute of Air Quality Monitoring Guidance on Air Quality Monitoring in the vicinity of Demolition and Construction Sites. Monitoring shall take place throughout each Construction Phase to ensure the approved monitoring targets are met.

The particulate monitoring survey details (monitoring locations, methodologies, frequency and method of results reporting) shall be submitted to and approved by the Local Planning Authority in writing prior to the submission of the particulate monitoring survey for approval. The survey shall be carried out in accordance with the approval given and the results of the survey shall be used to inform targets and monitoring requirements for the

Construction Environmental Management Plan for that Construction Phase as required by the S106 Agreement. The survey and monitoring shall be undertaken by appropriately qualified and experienced personnel using the correct equipment.

Reason

To provide additional baseline survey data to support the Environmental Statement (March 2012) and Addendum (September 2012), so to ensure that the impacts of construction on occupiers of neighbouring properties and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy 2011 and saved Policy 3.2 'Protection of amenity' from the Southwark Plan 2007.

21 Noise survey - details to be submitted

Before any construction works commences for each construction phase (save for any Advance Infrastructure and Enabling Works) a noise monitoring survey shall be undertaken by the developer and shall be submitted to and approved in writing by the Local Planning Authority. The noise monitoring survey shall include a background noise survey covering a minimum of one month's data and include measurements taken at all times of the day for the perimeter of that part of the development. Monitoring shall take place throughout each Construction Phase to ensure the approved monitoring targets are met.

The noise monitoring survey details (monitoring locations, methodologies, frequency of results reporting) shall be submitted to the Local Planning Authority for approval in writing prior to the submission of the noise monitoring survey. The survey shall be carried out in accordance with the approval given. The noise trigger levels to inform the Construction Environmental Management Plan for that Construction Phase as required by the S106 Agreement shall be 70dB(A) Leq(10hour) 10hr = 0800-1800hrs and 75dB(A) Leq(15min). The trigger levels shall not be exceeded without the prior written consent by the Local Planning Authority. The survey and monitoring shall be undertaken by appropriately qualified and experienced personnel using the correct equipment.

Reason

To provide additional baseline survey data to support the Environmental Statement (March 2012) and Addendum (September 2012), so to ensure that the impacts of construction on occupiers of neighbouring properties and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy 2011 and saved Policy 3.2 'Protection of amenity' from the Southwark Plan 2007.

22 Vibration survey - details to be submitted

Before any construction works commences for each Construction Phase where relevant (save for any Advance Infrastructure and Enabling Works) a vibration monitoring survey shall be undertaken by the developer and shall be submitted to and approved in writing by the Local Planning Authority. The vibration monitoring survey shall include a building condition survey for relevant premises adjacent to that part of the development and a background vibration survey covering a minimum of one weeks data including measurements taken at all times of the day for the perimeter of that part of the development. Monitoring shall take place throughout the Construction Phase to ensure the approved targets are met.

The vibration monitoring survey details (monitoring locations, methodologies, frequency of results reporting) shall be submitted to the Local Planning Authority for approval in writing prior to the submission of the noise monitoring survey. The survey shall be carried out in accordance with the approval given and shall accord with standards set out in BS 6472-1:2008 and BS 5228-2:2008. The results of the survey shall be used to inform targets and monitoring requirements for the Construction Environmental Management Plan for that Construction Phase as required by the S106 Agreement. The survey and monitoring shall be undertaken by appropriately qualified and experienced personnel using the correct equipment.

Reason

To provide additional baseline survey data to support the Environmental Statement (March 2012) and Addendum (September 2012), so to ensure that the impacts of construction on occupiers of neighbouring properties and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy 2011 and saved Policy 3.2 'Protection of amenity' from the Southwark Plan 2007.

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23 Foundation works method statement - details to be submitted	
No works within a Construction Phase shall commence (save for any Advance Infrastructure and enabling Works) until detailed design and method statements for all works involving the foundations, basement, and ground floor structures or any other below ground level works including piling (temporary and permanent) for that Construction Phase have been submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London including London Underground) which shall:	
<ul style="list-style-type: none"> - provide details of all proposed and existing structures - accommodate and protect the location and fabric of the existing London Underground structures apparatus and tunnels - appropriately prevent or mitigate against any potential ground movement arising from the construction of the development hereby permitted - mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels 	
The development shall be carried out in accordance with the approved details.	
Reason:	
To ensure that the development does not impact on existing London Underground transport infrastructure in accordance with Policy 6.3 Effects on Transport Capacity of the London Plan 2011 and Strategic Policy 2 Sustainable Transport of the Southwark Core Strategy 2011.	
24 Piling	
Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater or underground transport or utilities infrastructure and apparatus. The development shall be carried out in accordance with the approved details.	
Reason:	
Piling or other penetrative methods of foundation design on contaminated sites can potentially result in unacceptable risks to underlying groundwaters. The condition therefore is required to accord with Strategic Policy 13 (High Environmental Standards) of the Southwark Core Strategy 2011 and saved Policy 3.1 of the Southwark Plan 2007.	
25 Tree protection – foundation works	
No works within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling works) until details of the foundation works to be used in the construction of that Construction Phase showing how roots of all retained trees will be protected shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London). Details shall include, where appropriate and practicable, the use of below ground assessment of root locations (for example trial holes or trenches) to check for the position of roots. The development shall not be carried out otherwise than in accordance with any such approval given. All works shall adhere to National Joint Utility Group, Guidance 10 - Guidelines For The Planning, Installation And Maintenance Of Utility Apparatus In Proximity To Trees (Issue 2).	
Reason:	
To avoid damage to the existing trees which represent an important visual amenity in the area in accordance with Strategic Policy 11 – Open spaces and wildlife and Saved Policies 3.13 Urban design and 3.28 Biodiversity of the Southwark Plan 2007.	

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26 Tree protection	
a) The existing trees which are to be retained shall be protected and both the site and trees shall be managed in accordance with the recommendations contained in the Arboricultural Method Statement and Site wide Tree Strategy to be submitted for approval by the Local Planning Authority pursuant to Condition 9. All works must adhere to BS 5837: Trees in relation to design, demolition and construction (2012) and BS 3998: Recommendations for tree work (2010).	
b) Prior to the commencement of development within each Construction Phase, details shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London) setting out how the retained trees within that Construction Phase shall be protected and managed in accordance with the recommendations contained in the Arboricultural Method Statement and the Site Wide Tree Strategy and with BS 5837. The approved protective measures shall be implemented prior to any development commencing within that Construction Phase and shall together with the approved management arrangements be retained for the duration of works on that Construction Phase or such different period as may be agreed in writing by the Local Planning Authority (in consultation with Transport for London).	
Reason	
To ensure the proposed development will preserve and enhance the visual amenities of the locality and will be designed for maximum benefit of screening, local biodiversity and adaptation to climate change in accordance with Policy 2.18 Green Infrastructure, Policy 5.1 Climate Change Mitigation, Policy 5.10 Urban Greening, Policy 7.4 Local Character, and Policy 7.21 Trees and Woodlands of the London Plan 2011; Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and conservation, and Strategic Policy 13 High environmental standards; and Saved Policy 3.28 Biodiversity and Policy 3.2 Protection of amenity of the Southwark Plan 2007.	
27 Impact studies of water supply infrastructure	
The development of any buildings within a Construction Phase shall not commence (save for any Advance Infrastructure and Enabling Works) until impact studies of the existing water supply infrastructure for that Construction Phase have been submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water). The studies shall determine the magnitude of any new additional capacity required in the system and a suitable connection point. The development shall be carried out in accordance with the approved details.	
Reason	
To ensure that sufficient capacity is made available to cope with new development and in order to avoid adverse environmental impacts on the community, and to ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand in accordance with Policy 5.14 Water quality and wastewater infrastructure and Policy 5.13 Sustainable drainage of the London Plan 2011 and Saved Policies 3.1 Environmental Effects, and 3.9 Water of the Southwark Plan 2007 and Strategic Policy 13 High Environmental Standards of the Core Strategy 2011.	

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28 Surface water - details to be submitted	
	No development within a Construction Phase shall commence (save for any Advance Infrastructure and Enabling Works) until a surface water drainage scheme for that Construction Phase based on sustainable drainage principles has been submitted to and approved by the Local Planning Authority. In accordance with the outline proposals described in the Flood Risk Assessment by Arup (March 2012), the surface water drainage strategy shall seek to implement a Sustainable Drainage System (SuDS) hierarchy which strives to achieve reductions in surface water run-off rates, and provides a minimum of 50% reduction in existing flows. The scheme shall be subsequently implemented in accordance with the approved details before the development is completed.
	Reason To prevent the increased risk of flooding and to improve and protect water quality, improve habitat and amenity and ensure future maintenance of the surface water drainage system in accordance with saved Policy 3.9 Water of the Southwark Plan 2007 and Strategic Policy 13 High Environmental Standards of the Core Strategy 2011.
29 Surface water drainage / infiltration	
	No infiltration of surface water drainage into the ground is permitted, other than with the written consent of the Local Planning Authority which may be given for those parts of the Construction Phase where it has been demonstrated that there is no resultant unacceptable risk to Controlled Waters. The development shall be carried out in accordance with the approved details.
	Reason Infiltration has the potential to cause remobilisation of contaminants present in shallow soil or made ground which could cause pollution of groundwater, in accordance with Saved Policy 3.9 Water of the Southwark Plan 2007 and Strategic Policy 13 High Environmental Standards of the Core Strategy 2011.
30 Site contamination	
	No works within a Construction Phase shall commence until the following components of a scheme to deal with the risks associated with the contamination of that Construction Phase shall each be submitted to and approved in writing by the Local Planning Authority (in consultation with the Environment Agency):
	<ul style="list-style-type: none"> a) A site investigation and risk assessment (which shall be in accordance with and be in addition to any assessment provided with the planning application) to provide information for a detailed assessment of the risk to all receptors which may be affected, including those off-site. b) The results of the site investigation and detailed risk assessment referred to in (a) and, based on these, an options appraisal and remediation strategy providing full details of the remediation measures to bring the site to a condition suitable for the intended use and how they are to be undertaken. The approved remediation scheme (if one is required) shall be carried out in accordance with its terms and the Local Planning Authority shall be given two weeks written notification of commencement of the remediation works. c) A verification plan providing details of the data which will be collected in order to demonstrate that the works set out in the remediation strategy in (b) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall be carried out in accordance with the approved details.

Reason

The site is located over a Secondary Aquifer and it is understood that the site may be affected by historic contamination and therefore to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007 and Strategic Policy 13 'High environmental standards' of the Core Strategy 2011.

31 Contamination - remediation

In the event that contamination not previously identified is found to be present within part of a Construction Phase, then no further development within that part of the Construction Phase shall be carried out until the developer has submitted to and obtained approval from the Local Planning Authority (in consultation with the Environment Agency) for a remediation strategy detailing how such contamination shall be dealt with. The remediation strategy shall be implemented in accordance with the approved strategy.

Reason

There is always the potential for unexpected contamination to be identified during groundworks and to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007, and Strategic Policy 13' High environmental standards' of the Core Strategy 2011.

32 Verification report

Prior to occupation of any Development Plot, a verification report demonstrating completion of the works set out in the approved Remediation Strategy shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Environment Agency). The report shall include results of sampling and monitoring carried out in accordance with the approved Remediation Strategy (pursuant to Condition 30) to demonstrate that the site remediation criteria have been met. It shall also include a 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, if appropriate, and for the reporting of this to the Local Planning Authority. Any long-term monitoring and maintenance plan shall be implemented in accordance with the approved details.

Reason

Should remediation be necessary, it needs to be demonstrated that any remedial measures have been undertaken as approved and the environmental risks have been satisfactorily managed so that the site is deemed suitable for its intended use, in accordance with in accordance with saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007, and Strategic Policy 13' High environmental standards' of the Core Strategy 2011.

33 Archaeological Mitigation

Prior to works commencing in any Construction Phase, the applicant shall submit a written scheme of investigation for a programme of archaeological recording for that Construction Phase which shall be approved in writing by the Local Planning Authority and implemented and the development shall not be carried out other than in accordance with the approval given.

Reason

In order that the details of the programme of archaeological recording works are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Paragraph 141 of the National Planning Policy Framework, Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and saved Policy 3.19 Archaeology of the Southwark Plan 2007

34 Archaeological Reporting

a) Within six months of the completion of archaeological site works on a Construction Phase, an assessment report detailing the proposals for post-excavation works, publication of the site report and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority. The works detailed in this assessment report shall not be carried out otherwise than in accordance with the approval given.

b) At completion of all works in the final Construction Phase a detailed final assessment report covering the entire development site shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Paragraph 141 of the National Planning Policy Framework, Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and saved Policy 3.19 Archaeology of the Southwark Plan 2007.

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35 Site enclosure - details to be submitted

No development within a Construction Phase shall commence until a scheme for temporary fencing and/or enclosure relating to that Construction Phase, where necessary, has been submitted to and approved in writing by the Local Planning Authority. Any enclosure shall be erected in accordance with the approved details and thereafter shall be retained for the duration of the building works.

Reason

To ensure that the impacts during construction on occupiers of neighbouring properties in terms of pollution and nuisance are minimised and in the interests of visual and residential amenity in accordance with Strategic Policy 12 – Design and conservation of The Core Strategy 2011 and Saved Policies 3.2 Protection of amenity, 3.12 Quality in Design, and 3.13 Urban design of the Southwark Plan 2007.

36 K2 Telephone Cubicle

No development shall commence within a Construction Phase adjoining New Kent Road until details of the measures to secure the protection of Grade II listed K2 telephone cubicle located on New Kent Road have been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details in the interests of the special architectural or historic qualities of the listed building in accordance with Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and saved Policy 3.17 Listed buildings of the Southwark Plan 2007.

37 DEVELOPMENT PLOT CONDITIONS

Code for Sustainable Homes

- a) All residential dwellings approved hereunder shall be designed and constructed to achieve a minimum Code for Sustainable Homes Level 4 or an equivalent standard as may be agreed in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given.
- b) Prior to the first occupation of any dwelling within a Development Plot, a Code for Sustainable Homes final certification (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority for that Development Plot , confirming that the agreed standards at (a) have been met.

Reason

To ensure the proposal complies with Strategic Policy 13 – High environmental standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

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38 BREEAM

a) All commercial units over 1,000 sqm (GEA) shall be designed and constructed to achieve a minimum BREEAM rating of 'Excellent' or in the case of Class D1 community uses a minimum rating of 'Very good' for all units over 1,000 Sqm (GEA) or an equivalent standard as may be approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given.

b) Before the first occupation of the commercial units in a Development Plot where (a) is applicable, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority for that Development Plot, confirming that the agreed standards at (a) have been met.

Reason

To ensure the proposal complies with Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

39 Residential standard- internal noise levels

a) All residential premises shall be designed as far as reasonably practicable to attain the following internal noise levels:

Bedrooms- 30dB LAeq, T * and 45dB LAFmax

Living rooms- 30dB LAeq, T † (unless otherwise agreed in writing by the Local Planning Authority)

*- Night-time 8 hours between 23:00-07:00

†Daytime 16 hours between 07:00-23:00.

b) No dwelling within a Development Plot shall be occupied until a test has been carried out and the results submitted to the Local Planning Authority and approved in writing demonstrating that the above criteria have been met in respect of that Development Plot. The approved scheme shall be permanently maintained thereafter.

Reason

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), strategic policy 13 'High environmental standards' of the Core Strategy (2011) and PPG 24 Planning and Noise.

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40 External Noise Levels	
a) All private residential external amenity areas shall be designed as far as reasonably practicable to attain the following noise level: 55dB LAeq,T*	
* - Daytime 16 hours between 07:00-23:00.	
b) No dwelling within a Development Plot shall be occupied until a test has been carried out to show the above criterion has been met, or to demonstrate where it has not been reasonably practicable to achieve the criterion, and the results shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.	
Reason:	
To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policies 3.1 Environmental effects and 3.2 Protection of amenity of The Southwark Plan 2007.	
41 Protection from residential premises against sound from adjoining commercial premises	
a) Dwellings and rooms for residential purposes sharing a party element with a commercial premises shall be designed and constructed to ensure that NR25 is not exceeded in residential premises due to noise from commercial premises.	
b) No dwelling within a Development Plot shall be occupied until a test has been carried out and the results submitted to the Local Planning Authority for approval in respect of that Development Plot to demonstrate that the above standard has been met. The approved scheme shall be permanently retained thereafter.	
Reason	
To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of noise nuisance and other excess noise from activities within the commercial premises accordance with saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007) and strategic policy 13 'High environmental standards' of the Core Strategy (2011).	
42 Noise from plant	
a) The rated noise from any plant within a Development Plot, together with any associated ducting, shall be 10dB(A) or more below the measured LA90 level at the nearest noise sensitive premises. The method of assessment shall be carried out in accordance with BS 4142: 'Rating industrial noise affecting mixed residential and industrial areas'.	
b) No dwelling within a Development Plot shall be occupied until a test has been carried out and the results submitted to the Local Planning Authority for approval in respect of that Development Plot to demonstrate that the above standard has been met. The approved scheme shall be permanently retained thereafter.	
Reason	
To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance from plant and machinery in accordance with Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.	

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43 Protection of residential premises against sound from adjoining residential premises

- a) Details of soundproofing to be inserted between the bedrooms and rooms designed for another purpose (living rooms / kitchens etc) of the dwellings shall be designed to ensure there will be a minimum of 5dB improvement compared with the Building Regulations standard set out in Approved Document E.
- b) No dwelling within a Development Plot shall be occupied until a test has been carried out and the results submitted to the Local Planning Authority for approval in respect of that Development Plot to demonstrate that the above standard has been met. The approved scheme shall be permanently retained thereafter.

Reason

To ensure that occupiers and users of the proposed development do not suffer a loss of amenity by reason of noise nuisance in accordance with Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

44 Ventilation - details to be submitted

Prior to any above grade works being carried out on a Development Plot, full particulars and details of a scheme for the ventilation for each of the residential dwellings and underground areas within that Plot to an appropriate outlet level, including details of sound attenuation for any necessary plant, the standard of dilution expected and an appropriate inlet location shall have been submitted and approved in writing by the Local Planning Authority. The scheme shall meet the principles of EN 13779 on Ventilation and Air-Conditioning Systems and the development shall not be carried out otherwise than in accordance with any approval given.

Reason

In order to ensure that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011, Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007 and Planning Policy Guidance 24 Planning and Noise.

45 CHP / Boiler Plant

Before the first occupation of the buildings within a Development Plot (where temporary or permanent CHP or Boiler equipment forms part of that Plot) full information regarding the proposed CHP / Boiler Plant, including a detailed specification, a Management Plan, details of its location, operation, maintenance, long term fuel supply, height of flue, and appropriate methodology for assessing the dispersion of emissions of noise and fume and proposed emission and noise mitigation equipment (which employs the best practicable options to mitigate and minimise emissions of NOx/kWh, particulate matter and noise) shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given. The CHP / Boiler Plant shall be operated and maintained in accordance with the approved Management Plan for the time the development remains in existence.

Reason

To ensure the development minimises its impact on air quality and that occupiers of neighbouring premises and the wider environment do not suffer a loss of amenity by reason of nuisance in accordance with Strategic Policy 13 - High environmental standards and saved Policies 3.4 Energy efficiency, 3.6 Air quality and 3.2 Protection of amenity of the Southwark Plan 2007.

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46 External lighting and security - details to be submitted

Details of any external lighting [including design, power, and position of luminaires], light intensity contours (including off-site to adjoining sensitive premises) and security surveillance equipment of external areas surrounding the buildings within a Development Plot shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London) before any such lighting or security equipment is installed for that Plot. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the council may be satisfied as to the details of the development in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining existing occupiers as well as future occupiers of the development in accordance with Strategic Policy 12 - Design and conservation and Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policies 3.2 Protection of amenity and 3.14 Designing out crime of the Southwark Plan 2007.

47 Designing out Crime – details to be submitted

The development hereby approved shall incorporate measures to minimise the risk of crime and to meet the specific security needs of the development. Before any work in connection with this permission is carried out above grade for each Development Plot, details of security measures shall be submitted and approved in writing by the Local Planning Authority and any such security measures shall be implemented prior to occupation in accordance with the approved details which shall seek to achieve the 'Secured by Design' accreditation award from the Metropolitan Police.

Reason

In pursuance of the Local Planning Authority's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions and to improve community safety and crime prevention in accordance with Strategic Policy 12 - Design and conservation of The Core Strategy 2011 and Saved Policy 3.14 Designing out crime of the Southwark Plan 2007.

48 Biodiversity and ecological mitigation measures

An Environmental Action Plan detailing proposed ecological mitigation measures for a Development Plot shall be submitted to and approved in writing by the Local Planning Authority within 6 months of the implementation of that Development Plot. The measures shall accord with those described in the Environmental Statement (March 2012) and Addendum (September 2012) and include:

- provision of bat boxes
- provision of bird boxes
- native tree and shrub planting

The measures so approved shall be carried out prior to the occupation of buildings within that Development Plot and thereafter maintained.

Reason

To ensure the proposal protects and enhances biodiversity in accordance with Strategic Policy 11 – Open spaces and wildlife of The Core Strategy 2011 and Saved Policy 3.28 Biodiversity of The Southwark Plan 2007.

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49 Green / brown roofs - details to be submitted

Details of green and brown roofs (including a specification and maintenance plan) to be provided in a Development Plot shall be submitted to and approved in writing before any work in connection with the green and brown roofs for that Development Plot is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity, in addition to the attenuation of surface water runoff, in accordance with policy 3.28 Biodiversity of the Southwark Plan 2007 and Strategic Policy 13 - High environmental standards of the Core Strategy 2011.

50 Design - details to be submitted

Samples of all external facing materials to be used in the carrying out of the development hereby permitted shall be presented on site or at another location to be agreed with the Local Planning Authority for each Development Plot before any work in connection with that Plot is carried out above grade. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in accordance with Policies: 3.12 Quality in Design; 3.13 Urban Design; of The Southwark Plan 2007 and Strategic Policy 12 - Design and conservation of the Core Strategy 2011.

51 Design - section detail-drawings

1:5 / 1:10 section detail-drawings through:

- the facades;
- parapets;
- roof edges;
- heads, cills and jambs of all openings and balconies; and
- shopfronts and entrances.

to be used in the carrying out of each Development Plot shall be submitted to and approved by the Local Planning Authority before any above grade works are carried out for that plot. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural or historic qualities of the listed building in accordance with Policies: 3.12 Quality in Design; 3.13 Urban Design; of The Southwark Plan 2007 and Strategic Policy 12 - Design and conservation of the Core Strategy 2011.

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52 Window opening for commercial units	
	The window openings to the commercial units shall be glass and shall not be painted or otherwise obscured or obstructed without prior written consent of the Local Planning Authority.
	Reason: In order that the Local Planning Authority may be satisfied as to the design and details of the shopfronts in the interest of the appearance of the building in accordance with Policies 3.12 Quality in design and 3.13 Urban design of the Southwark Plan 2007 and Strategic Policy 12 - Design and conservation of the Core Strategy 2011.
53 Cycle storage -details to be submitted	
	Details of the facilities to be provided for the secure storage of cycles for residents and non-residential uses for a Development Plot shall be submitted to and approved by the Local Planning Authority before the development hereby approved is commenced above grade for that Development Plot and the relevant building in the Development Plot shall not be occupied until any such facilities as may have been approved have been provided. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose without the prior written consent of the Local Planning Authority.
	Reason In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with saved Policy 5.3 Walking and Cycling of the Southwark Plan 2007 and Strategic Policy 2 - Sustainable transport of the Core Strategy 2011.
54 Cycle storage - visitors	
	Details of the facilities to be provided for the on-street, secure storage of cycles for visitors for a Development Plot shall be submitted to and approved by the Local Planning Authority before development above grade is commenced for that Development Plot and the relevant building in the Development Plot shall not be occupied before any such facilities as may have been approved have been provided. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose without the prior written approval of the Local Planning Authority (in consultation with Transport for London), to whom an application in writing must be first made.
	Reason In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with policy 5.3 Walking and Cycling of the Southwark Plan 2007 and Strategic Policy 2 - Sustainable transport of the Core Strategy 2011.

Continued overleaf...

SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

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55 Car parking - details to be submitted

Details of the car parking layout, including details of any associated manoeuvring area(s) for a Development Plot shall be submitted to and approved by the Local Planning Authority (in consultation with Transport for London) before the development is begun for that Development Plot and the development shall not be carried out otherwise than in accordance with any approval given. In particular details of parking numbers and ratios, and the location of disabled parking bays, car club spaces and electric vehicle charging points are required.

Reason:

To ensure that adequate facilities are provided in accordance with the standards set out in Saved Policies 5.6 Car Parking and 5.7 Parking Standards for Disabled People and the Mobility Impaired of the Southwark Plan 2007 and Strategic Policy 2 Sustainable Transport of the Core Strategy 2011.

56 Retention of parking

Prior to occupation of each building in a Development Plot, the parking facilities approved pursuant to Condition 55 shall be constructed for the sole use of occupiers of the relevant building and thereafter permanently retained and used for no other purpose without the written approval of the Local Planning Authority (in consultation with Transport for London).

Reason

To ensure that adequate facilities are provided in accordance with the standards set out in Saved Policies 5.6 Car Parking and 5.7 Parking Standards for Disabled People and the Mobility Impaired of the Southwark Plan 2007 and Strategic Policy 2 Sustainable Transport of the Core Strategy 2011.

57 Refuse Storage and Collection - domestic

The dwellings in a Development Plot shall not be occupied before details of the arrangements for the storing of domestic refuse, including recyclable material, have been submitted to and approved by the Local Planning Authority for that Development Plot and the facilities approved have been provided and made available for use by occupiers of the dwellings. The facilities shall thereafter be retained for refuse storage and the space used for no other purpose without the prior written consent of the Local Planning Authority

Reason

In order that the Council may be satisfied that suitable facilities for the storage of refuse will be provided and retained in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy 3.7 Waste reduction of the Southwark Plan and Strategic Policy 13 - High environmental standards of the Core Strategy 2011.

Continued overleaf...

SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



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OUTLINE PLANNING PERMISSION WITH LEGAL AGREEMENT

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58 Refuse Storage and Collection - commercial

The commercial units in a Development Plot shall not be occupied before details of the arrangements for the storing of refuse, including recyclable material, have been submitted to and approved by the Local Planning Authority for that Development Plot and the facilities approved have been provided and made available for use by occupiers and users of the premises. The facilities shall thereafter be retained for refuse storage and the space used for no other purpose without the prior written consent of the Local Planning Authority

Reason

In order that the Council may be satisfied that suitable facilities for the storage of refuse will be provided and retained in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy 3.7 Waste reduction of the Southwark Plan and Strategic Policy 13 - High environmental standards of the Core Strategy 2011.

59 Roof Plant

No roof plant, equipment or other structures, other than as approved pursuant to a condition of this permission, shall be placed on the roof or be permitted to project above the roofline of any part of the building[s] or shall be permitted to extend outside of the roof plant enclosure[s] or any building[s] hereby permitted without the prior written consent of the Local Planning Authority.

Reason:

In order to ensure that no additional plant etc. is placed on the roof of the building in the interest of the appearance and design of the building and the visual amenity of the area in accordance with Policies 3.2 'Protection of Amenity' and 3.13 'Urban Design' of the Southwark Plan 2007 and Strategic Policy 12 - Design and conservation of the Core Strategy 2011.

60 Telecommunications

Notwithstanding the provisions of Parts 24 and 25 The Town & Country Planning [General Permitted Development] Order 1995 [as amended or re-enacted] no external telecommunications equipment or structures shall be placed on the roof or any other part of a building(s) on a Development Plot without the prior written consent of the Local Planning Authority.

Reason

In order to ensure that no telecommunications plant or equipment which might be detrimental to the design and appearance of the building and visual amenity of the area is installed on the roof of the building in accordance with Policies 3.13 Urban Design of the Southwark Plan 2007 and Strategic Policy 12 - Design and conservation of the Core Strategy 2011.

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61 Telecommunication networks

- a) Prior to any above grade works being carried out on a Development Plot a methodology for the assessment of how the Development Plot will impact on television, radio, and other telecommunication services shall be submitted and approved in writing by the Local Planning Authority.
- b) The developer shall undertake the assessment(s) in accordance with the approved methodology in (a) and will identify any mitigation measures that need to be taken to rectify any problems identified during the assessment which shall be submitted to and approved in writing by the Local Planning Authority.
- c) The buildings within the Development Plot shall not be occupied until such mitigation measures identified in (b) have been approved and implemented provided that where the consent, agreement or licence of a third party is required for implementing any of the mitigation measures and that third party refuses to give such consent, agreement or licence then the buildings within the Development Plot may be occupied notwithstanding that such mitigation measures have not been implemented.

Reason

In order to ensure that any adverse impacts of the development on reception of residential properties is identified and resolved satisfactorily in accordance with saved Policy 3.2 Protection of amenity of the Southwark Plan and Strategic Policy 13- High environmental standards of the Core Strategy 2011.

62 Communal amenity space

All residents within a Development Plot shall have equal access to the proposed communal amenity areas associated with their Development Plot.

Reason

To ensure all tenures have equal access to the communal amenity areas in accordance with Policies 3.2 Protection of amenity and 4.2 Quality of residential accommodation of the Southwark Plan and Strategic Policy 13 - High environmental standards of the Core Strategy 2011.

63 Ventilation - Class A3 premises

Full particulars and details showing a scheme for the ventilation (internal to the building) to an appropriate outlet level, for the units capable of being used for Class A3 purposes in a Development Plot, including details of sound attenuation for any necessary plant and the standard of dilution expected, shall be submitted to and approved in writing by the Local Planning Authority prior to their occupation in A3 use. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Council may be satisfied that the ventilation ducting and ancillary equipment will not result in any odour, fumes or noise nuisance and will not detract from the appearance of the building and to ensure the necessary ventilation system is incorporated as an integral part of the development in the interests of amenity in accordance with Policy 3.2 Protection of amenity of the Southwark Plan 2007 and Strategic Policy 13 - High environmental standards of the Core Strategy 2011.

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SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



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OUTLINE PLANNING PERMISSION WITH LEGAL AGREEMENTLBS Reg. No. 12/AP/1092Date of Issue of this decision**64 Trees**

Any tree or shrub required to be retained or to be planted as part of a landscaping scheme approved, either as part of this decision, or arising from a condition imposed as part of this decision, that is found dead, dying, severely damaged or seriously diseased within five years of the completion of buildings works for a Development Plot OR five years of the carrying out of the landscaping scheme (whichever is the latter), shall be replaced in accordance with the principles of the Site Wide Tree Strategy approved pursuant to Condition 9.

Reason

To ensure the approved landscaping scheme is maintained for an adequate period of time following construction in accordance with saved Policy 3.12 Quality in design of the Southwark Plan 2007 and Strategic Policies 11 - Open spaces and wildlife and 12 - Design and conservation of the Core Strategy 2011.

65 Land Interests

Unless otherwise agreed in writing by the Local Planning Authority, the Development shall not be implemented on a Plot of the Development unless and until all interests in the land comprised in that Plot are subject to and bound by the terms of the Section 106 Agreement or undertaking in the form of the Section 106 Agreement related to this Planning Permission dated XXX and entered into between The Mayor and Burgess of The London Borough of Southwark, Lend Lease (Elephant and Castle) Limited and Transport for London.

Reason

To ensure that the development is carried out in accordance with the planning agreement and Strategic Policy 14 - Implementation and delivery of the Core Strategy 2011 and saved Policy 2.5 Planning obligations of the Southwark Plan 2007.

Signed *Gary Rice*

Head of Development Management

Your attention is drawn to the notes accompanying this document

Any enquiries regarding this document should quote the LBS Registered Number and be sent to the Head of Development Management, Southwark Council, Chief executive's department, Planning division, Development management, PO Box 64529, London SE1 5LX, or by email to planning.applications@southwark.gov.uk

UPRN: 10009794576

TP/H1064A

OUTLINE PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Registered Number: 12/AP/1092

Date of issue of this decision:



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INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT

5 Infrastructure protection

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements in particular with regard to: demolition, excavation, construction methods, security, boundary treatment, safety barriers, landscaping and lighting.

6 Groundwater discharge

Thames Water advise that where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team: 020 8507 4890. Applications should be completed online via www.thameswater.co.uk/wastewaterquality.

7 Movement of waste off site - duty of care

The Environment Agency state that the Environmental Protection (Duty of Care) Regulations 1991 for dealing with waste materials are applicable for any movements of wastes off site. The developer, as waste producer, therefore has a duty of care to ensure all materials removed go to an appropriate permitted facility and all relevant documentation is completed and kept in line with regulations.

8 Movement of waste off site - registered waste carrier

The Environment Agency require that if any controlled waste is to be removed off site, then the site operator must ensure a registered waste carrier is used to convey the waste material off site to a suitably permitted facility.

9 Use of waste on site - exemption or permit required

If any waste is to be used on site, the applicant will be required to obtain the appropriate waste exemption or permit from the Environment Agency.

10 Construction - waste hierarchy

The Environment Agency advises that the developer must apply the waste hierarchy in a priority order of prevention, re-use, recycling before considering other recovery or disposal option.

11 Construction - site waste management plans

The Environment Agency advise that in England it is a legal requirement to have a site waste management plan (SWMP) for all new construction projects worth more than £300,000. The level of detail that the SWMP should contain depends on the estimated build cost, excluding value added tax (VAT). You must still comply with the duty of care for waste. Because you will need to record all waste movements in one document, a SWMP will help ensure compliance with the duty of care.

13 Naming / Numbering

At least 6 months before the occupation of the new buildings or units of accommodation hereby permitted you are advised that you must obtain the Council's approval for the numbering and naming of buildings and the naming of any new streets created by the development.

14 Alterations to public highway

The planning permission granted includes alterations and amendments to areas of public highway which will need to be funded by the developer. Although these works are approved in principle by the Highway Authority, no permission is hereby granted to carry out these works until all necessary and appropriate design details have been submitted and agreed. You are advised to contact the Principal Engineer, Infrastructure Group (020 7525 5509) and Environment and Housing, Public Realm (020 7525 2063) at least 4 months prior to any works commencing on the public highway.

16 Submission of details / samples

The details and/or samples required by the Condition(s) above must be accompanied by a letter stating:

1. the LBS Reference Number which appears at the top of this decision notice;
2. the full address of the application site;
3. which condition(s) you seek to discharge; and
4. a list of all drawing numbers/ sample name and manufacturer, together with the condition(s) they relate to.

Please note that the approval of details are subject to the same eight week timeframe as a full planning permission.

1 Use Class

You are reminded that the use hereby permitted falls within Class B1 of the Town and Country Planning (Use Classes) Order 1987 which is restricted to office, research and development, or light industrial activities (other than professional or financial services) that can be carried out without detriment to the amenity of that area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit.

15 Control of Pollution Act

The developer should contact the Environment & Leisure Department to obtain consent in respect of the construction works in accordance with Control of Pollution Act 1974 - Section 61.

12 Impact on Wireless Network Operators

Arquiva note that at this outline stage only the fixed line electronic communications have been considered. The potential impact of the development on wireless network operators will need to be assessed at detailed Reserved Matters stage in accordance with Paragraph 44 of the National Planning Policy Framework.

2 Cranes

Heathrow Safeguarding Officer advises that given the nature of the proposed development, it is possible that a crane may be required during its construction. The applicant's attention should be drawn to the requirement within the BS Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4 'Cranes and Other Construction Issues' (available at <http://www.aoa.org.uk/policy-safeguarding.htm>).

3 London City Airport Safeguarding Operations

London City Airport advise that in the interests of safety, the following comments will apply:

- all landscaping plans and all plantations should be considered in view of making them unattractive to birds so as not to have an adverse effect on the safety of operations at the Airport by encouraging bird feeding/roosting and thereby presenting a bird strike threat to aircraft operating at the Airport. Expert advise should be sought on trees and shrubs that discourage bird activity as described above.
- Also in the interests of reducing the potential for bird strike hazards at LCA, in accordance with the LCA Safeguarding SPG and CAP 772 Bird Strike Risk Management for Aerodromes, the following waste management measures should be considered:
 - i) details regarding refuse / recycling facilities to ensure that these do not provide a source of food for wildlife
 - ii) provision for the proper disposal of food wrappers and other rubbish at the site to be provided to prevent the attraction of birds.

4 Extract ventilation

Any proposed scheme for extract ventilation to a commercial unit will need separate approval from the Local Planning Authority and should be installed in accordance with any approval given.

OUTLINE PLANNING PERMISSION WITH LEGAL AGREEMENT

LBS Registered Number: 12/AP/1092

Date of issue of this decision:



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IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

[1] APPEAL TO THE SECRETARY OF STATE. If you are aggrieved by this decision of the council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. If you do decide to appeal you can do so using The Planning Inspectorate's online appeals service. You can find the service through the appeals area of the Planning Portal at www.planningportal.gov.uk/pcs. You can also appeal by completing the appropriate form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel. 0117-3726372]. The form can also be downloaded from the Inspectorate's website at www.planning-inspectorate.gov.uk. The Planning Inspectorate will publish details of your appeal on the internet on the appeals area of the Planning Portal. This may include a copy of the original planning application from and relevant supporting documents supplied to the council by you or your agent, together with the completed appeal form and information you submit to The Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you, that you are happy will be made available to others in this way. If you supply information belonging to someone else please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

[2] PURCHASE NOTICE. If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

[3] PROVISIONS FOR THE BENEFIT OF THE DISABLED. Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:

- (i) Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
- (ii) Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
- (iii) Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].

Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.

[4] OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION. The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.

[5] WORKS AFFECTING THE PUBLIC HIGHWAY. You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

[6] THE DULWICH ESTATE SCHEME OF MANAGEMENT. Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].

[7] BUILDING REGULATIONS. You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

[8] THE PARTY WALL ETC. ACT 1996. You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near a

neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

IMPORTANT: This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.

SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



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PLANNING PERMISSION WITH LEGAL AGREEMENT

Applicant Lend Lease (Elephant And Castle) Limited
Date of Issue of this decision

LBS Registered Number 12/AP/3203

Planning Permission was GRANTED for the following development:
Demolition of all existing structures and bridges and associated works.

The application is accompanied by an Environmental Statement submitted under the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 2011.

At: THE HEYGATE ESTATE AND SURROUNDING LAND BOUND BY NEW KENT ROAD (A201) TO THE NORTH, RODNEY PLACE AND RODNEY ROAD TO THE EAST, WANSEY STREET TO THE SOUTH AND WALWORTH ROAD (A215) AND ELEPHANT ROAD TO THE WEST

In accordance with application received on 28/09/2012 Your Ref. No.:

and Applicant's Drawing Nos. Plans
P01 Rev P-0; P02 Rev P-0

Environmental Statement & Appendices (March 2012) and Addendum (September 2012)
Tree Strategy (March 2012) and Addendum (September 2012)

Reasons for granting permission.

The planning application accords with the provisions of the development plan, and in particular with the relevant policies of the Core Strategy (2011), Southwark Plan (2007) and the London Plan (2011) as listed below. The planning application is also considered acceptable in the light of the provisions of the National Planning Policy Framework. This planning application was considered with regard to various policies including, but not exclusively:

Strategic policies of the Core Strategy 2011

Strategic Policy 1 – Sustainable development requires development to improve the places we live and work in and enable a better quality of life for Southwark's diverse population.

Strategic Policy 2 – Sustainable transport states that we will encourage walking, cycling and the use of public transport rather than travel by car.

Strategic Policy 10 – Jobs and businesses encourages the increase in the number of jobs in Southwark and create an environment in which businesses can thrive.

Strategic Policy 11 - Open spaces and wildlife states a commitment to improve, protect and maintain a network of open spaces and green corridors that will make places attractive and provide sport, leisure, and food growing opportunities for a growing population. We will protect and improve habitats for a variety of wildlife.

Strategic Policy 12 – Design and conservation requires development to achieve the highest possible standards of design for buildings and public spaces to help create attractive and distinctive places which are safe, easy to get around and a pleasure to be in.

Strategic Policy 13 – High environmental standards requires development to respect the limit's of the planet's natural resources, reduce pollution and damage to the environment, and help us adapt to climate change.

Saved policies of the Southwark Plan 2007

Policy 1.1 "Access to employment opportunities" seeks to ensure that for all developments over 1,000 sqm of new or improved floorspace that provide or generate employment, the LPA will enter into planning obligations to improve employment participation within Southwark.

Policy 2.5 "Planning obligations" seeks to ensure that any adverse effect arising from a development is taken into

account and mitigated, and contributions towards infrastructure and the environment to support the development are secured, where relevant.

Policy 3.1 "Environmental effects" seeks to ensure there will be no material adverse effect on the environment and quality of life resulting from new development.

Policy 3.2 "Protection of amenity" protects against the loss of amenity, including disturbance from noise, to present and future occupiers in the surrounding area or on the application site.

Policy 3.3 "Sustainability assessment" requires major applications to be supported by a sustainability assessment.

Policy 3.6 "Air quality" states that permission will not be granted for development that would lead to a reduction in air quality.

Policy 3.7 "Waste reduction" states that all developments are required to ensure adequate provision of recycling, composting, and residual waste disposal, collection and storage facilities as well as demonstrate how the waste management hierarchy will be applied during demolition and construction and after the development is completed.

Policy 3.14 "Designing out crime" states that developments, in both the private and public realm, should be designed to improve community safety and crime prevention.

Policy 3.15 "Conservation of the historic environment" states that developments should preserve or enhance the special or historic character or appearance of buildings or areas of historic or architectural significance. Planning proposals that have an adverse effect on the historic environment will not be permitted.

Policy 3.17 "Listed buildings" states that development proposals involving a listed building should preserve the building and its features or special architectural or historic interest.

Policy 3.18 "Setting of listed buildings, conservation areas, and world heritage sites" requires developments to preserve or enhance the setting or important views of a listed building, the setting or views into and out of a conservation area, and the setting or important views of or from a world heritage site.

Policy 3.19 "Archaeology" advises there is a presumption in favour preservation in situ, to protect and safeguard archaeological remains of national and local importance.

Policy 3.21 "Strategic views" states that the LPA will seek to protect and enhance the strategic views of St. Paul's Cathedral.

Policy 3.22 "Important local views" advises that the LPA will seek to protect and enhance identified views, panoramas, prospects and their settings that contribute to the image and built environment of the borough and wider London.

Policy 3.28 "Biodiversity" states that the LPA will take biodiversity into account in its determination of all planning applications and will encourage the inclusion in developments of features which enhance biodiversity.

Policy 4.6 "Loss of residential accommodation" advises that development will not be permitted where it results in the net loss of residential floorspace except in certain circumstances.

Policy 5.2 "Transport impacts" states that planning permission will be granted for development unless there is an adverse impact on transport networks, and/or adequate provision has not be made for servicing, circulation and access to and from the site, and/or consideration has not been given to impacts on the Transport for London road network.

Policies of the London Plan 2011

Policy 2.13 "Opportunity Areas and Intensification Areas" seeks to optimise residential and non-residential output and densities, provide necessary social and other infrastructure to sustain growth, and, where appropriate, contain a mix of uses.

Policy 3.1 "Ensuring Equal Life Chances For All" states that development proposals should protect and enhance facilities and services that meet the needs of particular groups and communities.

Policy 3.3 "Increasing Housing Supply sets out the housing targets for London and individual boroughs.

Policy 3.8 "Housing Choice" states that Londoners should have a genuine choice of homes that they can afford and which meet their requirements for different sizes and types of dwellings in the highest quality environments.

Policy 3.9 "Mixed And Balanced Communities" requires a more balanced mix of tenures in London, particularly in some neighbourhoods where social renting predominates and there are concentrations of deprivation.

Policy 3.11 "Affordable Housing Targets" seeks to maximise affordable housing provision.

Policy 3.14 "Existing Housing" advises that loss of housing, including affordable housing, should be resisted unless the housing is replaced at existing or higher densities with at least equivalent floorspace.

Policy 4.1 "Developing London's Economy" seeks to promote and enable the continued development of a strong, sustainable and increasingly diverse economy across London, ensuring the availability of sufficient and suitable workspaces in terms of type, size, and cost, supporting infrastructure and suitable environments for larger employers and small and medium sized enterprises.

Policy 5.1 "Climate Change Mitigation" sets out the Mayor's requirements for an overall reduction in London's carbon dioxide emissions of 60% by 2025.

Policy 5.2 "Minimising Carbon Emissions" requires development proposals to make the fullest contribution to minimising carbon dioxide emissions in accordance with the Mayor's energy hierarchy.

Policy 5.3 "Sustainable Design And Construction" states that development should demonstrate that sustainable design standards are integral to the proposal, including its construction and operation, and ensure that they are considered at the beginning of the design process.

Policy 5.6 "Decentralised Energy In Development Proposals" states that development proposals should evaluate the feasibility of combined heat and power (CHP) systems, and where a new CHP system is appropriate also examine opportunities to extend the system beyond the site boundary to adjacent sites.

Policy 5.7 "Renewable Energy" sets out that major development proposals should provide a reduction in expected carbon dioxide emissions through the use of on-site renewable energy generation.

Policy 5.12 "Flood Risk Management" states that major development proposals must comply with flood risk assessment and management requirements.

Policy 5.13 "Sustainable Drainage" states that development should utilise sustainable urban drainage systems (SUDS) and should aim to achieve greenfield run-off rates and ensure that surface water run-off is managed as close to its source as possible.

Policy 6.3 "Assessing Effects Of Development On Transport Capacity" states that development proposals should ensure that impacts on transport capacity and the transport network are fully assessed.

Policy 6.9 "Cycling" supports the increase in cycling in London.

Policy 6.10 "Walking" supports the increase in walking in London.

Policy 6.13 "Parking" states that maximum standards to parking levels should be applied to planning applications.

Policy 7.2 "An Inclusive Environment" requires all new development to achieve the highest standards of accessible and inclusive design.

Policy 7.3 "Designing Out Crime" seeks to create safe, secure and appropriately accessible environments.

Policy 7.6 "Architecture" that architecture should make a positive contribution to a coherent public realm, streetscape and wider cityscape. It should incorporate the highest quality materials and design appropriate to its context.

Policy 7.8 "Heritage Assets And Archaeology" states that development affecting heritage assets and their settings should conserve their significance by being sympathetic to their form, scale, materials and architectural detail.

Policy 7.10 "World Heritage Sites" states that development should not cause adverse impacts on World Heritage Sites or their settings. In particular, it should not compromise a viewer's ability to appreciate its Outstanding Universal Value, integrity, authenticity, or significance.

Policy 7.12 "Implementing The London View Management Framework" advises that new development should not harm and where possible should make a positive contribution to the characteristics and composition of the strategic views and their landmark elements. It should also preserve or enhance the viewer's ability to recognise and appreciate strategically important landmarks in these views.

Policy 7.14 "Improving Air Quality" advises that development proposals should minimise increased exposure to existing poor air quality and make provision to address local problems of air quality.

Policy 7.15 "Reducing Noise And Enhancing Soundscapes" advises that development proposals should seek to reduce noise.

Policy 7.18 "Protecting Local Open Space And Addressing Local Deficiency" states that the Mayor supports the creation of new open space to ensure satisfactory levels of local provision and address areas of deficiency.

Policy 7.19 "Biodiversity And Access To Nature" states that development proposals should make a positive contribution to the protection, enhancement, creation, and management of biodiversity.

Policy 7.21 "Trees And Woodlands" states that existing trees of value should be retained and any loss as the result of development should be replaced following the principle of 'right place right tree'. Wherever appropriate, the planting of additional trees should be included in new developments, particularly large-canopied trees.

Policy 8.2 "Planning Obligations" states that development proposals should address strategic as well as local priorities in planning obligations.

National Planning Policy Framework

Section 1: Building a strong competitive economy

Section 2: Ensuring the vitality of town centres

Section 4: Promoting sustainable development

Section 6: Delivering a wide choice of good quality homes

Section 7: Requiring good design

Section 8: Promoting healthy communities

Section 10: Meeting the challenge of climate change, flooding and coastal change

Section 11: Conserving and enhancing the natural environment

Section 12: Conserving and enhancing the historic environment

Particular regard was had to the principle of demolition and removal of buildings and structures associated with the Heygate Estate that are located within application site boundary. The demolition works are necessary as the Heygate Estate has long been identified by the Council for comprehensive redevelopment as refurbishment would not address the problems identified with the estate (such as poor, un-inviting physical environment and deteriorating 1970s buildings with poor environmental performance) or deliver the council's wider vision for the Elephant and Castle as an attractive central London destination. The Heygate Estate therefore forms a key component of the regeneration of the Elephant and Castle Opportunity Area

This demolition application is linked to the outline application (reference 12-AP-1092) which proposes a replacement high density, mixed use development on the application site. While the demolition will result in the physical removal of 1,107 residential units, these will be replaced with between 2,300 and 2,469 new homes across the site, including affordable housing. This represents a net increase in residential units and therefore fully accords with saved policy 4.6 of the Southwark Plan and Policy 3.14 of the London Plan which resists the loss of housing unless the housing is replaced at existing or higher densities with at least equivalent floorspace. Notably, the Heygate Estate is now largely vacant with the relocation of tenants having occurred over a considerable period of time. The redevelopment would also provide for new business, retail and community uses on the site as well a new public Park.

Regard was also had to the impacts of the demolition works on heritage assets, including strategic and local views and World Heritage Sites. It has been adequately demonstrated that the proposal would not have a significantly harmful affect on the setting of local and strategic heritage assets, including the Protected Vista of the Palace of Westminster in designated Townscape View 23A.1 from the Serpentine Bridge. The Grade II listed K2 Telephone Kiosk that is located on New Kent Road, and within the application site boundary, can be adequately protected during demolition works and a condition is attached to ensure this.

It is recognised that the application has the potential for significant environmental effects and these potential impacts have been identified in the Environmental Statement that was submitted in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011. In coming to a decision on the application, the council had full regard to the Environmental Statement and all submissions relating to considerations in the Environmental Statement. It is acknowledged that following mitigation measures, there are likely to be adverse impacts affecting the amenity for local residents and surrounding occupiers, particularly in relation to increased noise, dust, vibration, demolition traffic as well as visual impacts on townscape character. However, these impacts will be of short to medium term duration and would not amount to such significant harm that would justify the refusal of planning permission. Moreover they would not outweigh the wider regenerative benefits of the scheme to be constructed following the demolition works.

Other policies have been considered but no impacts and/or conflicts with planning policy have been identified that couldn't be adequately dealt with by planning obligation or condition. It was therefore considered appropriate to grant planning permission having regard to all the policies considered and any other material planning considerations.

Subject to the following twenty-three conditions:

0 Definitions

a) "The Section 106 Agreement" means the agreement made under Section 106 of the Town and Country Planning Act 1990 between Southwark Council, Lend Lease (Elephant and Castle) Limited, Transport for London and LLEH - Lend Lease Europe Holdings Limited dated the same day in March 2013 as the planning

permission reference 12-AP-1092, or such other agreement or agreements that might replace or supersede it.

1 Time period - standard

The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason

As required by Section 91 of the Town and Country Planning Act 1990 as amended

2 Approved plans

The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans:

P01 Rev P-0

P02 Rev P-0

Reason:

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

3 Detailed Demolition Phasing Plan

Prior to demolition works commencing on site, a detailed Demolition Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the GLA and Transport for London). The Demolition Phasing Plan shall identify the individual 'Demolition Areas' and shall be accompanied by supportive reasoning. The phasing shall be in accordance with the Indicative Demolition Phasing and Programme 'Time Slices' contained within the Environmental Statement Addendum (September 2012) or any Demolition Phasing Plan that supersedes it which has been approved by the Local Planning Authority pursuant to this condition. The demolition shall be carried out in accordance with the approved Phasing Plan.

Reason

To ensure that the impacts of demolition on occupiers of neighbouring premises and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

4 Demolition Phasing Plan - Environmental Statement

In the event that the Local Planning Authority considers that the Demolition Phasing Plan submitted pursuant to Condition 3 and/or any proposed revisions to the Demolition Phasing Plan submitted pursuant to Condition 5 may cause significant unassessed environmental effects compared to the Demolition Phasing Plan and/or the Indicative Construction Programme (March 2012), then the Demolition Phasing Plan shall be submitted to the Local Planning Authority for approval (in consultation with the GLA and Transport for London) together with an appropriate Environmental Statement and the application for such proposed revisions to the Demolition Phasing Plan shall be considered and determined in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

Reason

To ensure that any proposed new and/or different environmental effects relating to any proposed changes to the phasing of the Development have been properly assessed in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

5 Detailed Phasing Plan Amendments

The Demolition Phasing Plan approved pursuant to Condition 3 may be amended from time to time to reflect changes to the phasing of the development that were not foreseen at the time when the Demolition Phasing Plan was approved, subject to obtaining the prior written approval of the Local Planning Authority (in consultation with the GLA and Transport for London), and providing that the submission of any updated Demolition Phasing Plan shall comply with the requirements of Condition 4 in respect of the Environmental Statement.

Reason

To allow for revisions to the approved Detailed Phasing Plan to enable development to be delivered in the interests of proper planning.

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6 Demolition Environmental Management Plans		
		No works within a Demolition Area shall commence until a Demolition Environmental Management Plan for that part of the Development has been submitted to and approved by the Local Planning Authority (in consultation with Transport for London) pursuant to the terms of the Section 106 Agreement.
	Reason	
		To ensure that all construction impacts are effectively mitigated and to ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of pollution and nuisance in accordance with Strategic Policy 2 - Sustainable transport and Strategic Policy 13 - High environmental standards of the Core Strategy 2011 and saved Policies 5.2 Transport impacts and 3.2 Protection of amenity of the Southwark Plan 2007.
7 Site Perimeter Hoarding - details to be submitted		
		Prior to the commencement of demolition works, details of the perimeter site hoarding shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London). The site hoarding shall be constructed in accordance with any such approval and shall remain in place for the duration of the demolition works and subsequently until replaced by permanent or other temporary boundary treatment as approved by the Local Planning Authority (in consultation with Transport for London).
	Reason	
		To ensure that the impacts of demolition on occupiers of neighbouring premises and the wider environment by reason of pollution and nuisance are minimised and to safeguard infrastructure on or in the vicinity of the site and the visual amenity of the area in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.
8 Dust Monitoring - details to be submitted		
		Before any demolition commences a particulate monitoring survey shall be undertaken by the developer and shall be submitted to and approved in writing by the Local Planning Authority. The particulate monitoring survey shall include a background particulate survey covering a minimum of three months data for the perimeter of the development site and shall be in accordance with the Institute of Air Quality Monitoring Guidance on Air Quality Monitoring in the vicinity of Demolition and Construction Sites. Monitoring shall take place throughout the demolition works to ensure the approved targets are met.
		The particulate monitoring survey details (i.e. monitoring locations, methodologies, frequency and method of results reporting) shall be submitted to and approved in writing by the Local Planning Authority prior to the submission of the particulate monitoring survey. The survey shall be carried out in accordance with the approval given and the results of the survey used to inform targets and monitoring requirements for the Demolition Environmental Management Plan as required by the Section 106 Agreement. The survey and monitoring shall be undertaken by appropriately qualified and experienced personnel using the correct equipment.
	Reason	
		To provide additional baseline survey data to support the Environmental Statement (March 2012) and Addendum (September 2012), so to ensure that the impacts of demolition on occupiers of neighbouring premises and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

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9 Noise Survey - details to be submitted

Before any demolition commences a noise monitoring survey shall be undertaken by the developer and shall be submitted to and approved by the Local Planning Authority. The noise monitoring survey shall include a background noise survey covering a minimum of one month's data and include measurements undertaken at all times of the day for the perimeter of the development site. Monitoring shall take place throughout the demolition works to ensure that the approved monitoring targets are met.

The noise monitoring survey details (i.e. monitoring locations, methodologies, frequency and method of results reporting) shall be submitted to the Local Planning Authority for approval in writing prior to the submission of the noise monitoring survey. The noise survey shall be carried out in accordance with the approval given. The noise trigger levels to inform the Demolition Environmental Management Plan(s) as required pursuant to the Section 106 Agreement shall be 70dB(A) Leq (10 hour) 10hr = 0800-1800 hrs and 75dB(A) Leq (15min). The trigger levels shall not be exceed without the prior written consent of the Local Planning Authority. The survey and monitoring shall be undertaken by appropriately qualified and experienced personnel using the correct equipment.

Reason

To provide additional baseline survey data to support the Environmental Statement (March 2012) and Addendum (September 2012), so to ensure that the impacts of demolition on occupiers of neighbouring premises and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

10 Vibration Survey - details to be submitted

Before any demolition commences a vibration monitoring survey shall be undertaken and submitted to and approved in writing by the Local Planning Authority. The vibration monitoring survey shall include a building condition survey for the relevant premises adjacent to the site boundary and a background vibration survey covering a minimum of one weeks data including measurements undertaken at all times of the day for the perimeter of the development site. Monitoring shall take place throughout the demolition works to ensure the approved targets are met.

The vibration monitoring survey details (i.e. monitoring locations, methodologies, frequency and method of results reporting) shall be submitted to and approved by the Local Planning Authority in writing prior to the submission of the vibration monitoring survey. The vibration survey shall be carried out in accordance with the approval given and shall accord with standards set out in BS 6472-1:2008 and BS 5228-2:2008. The results of the survey shall be used to inform targets and monitoring requirements for the Demolition Environmental Management Plan(s) as required to be submitted by the Section 106 Agreement. The survey and monitoring shall be undertaken by appropriately qualified experienced personnel using the correct equipment.

Reason

To provide additional baseline survey data to support the Environmental Statement (March 2012) and Addendum (September 2012) so to ensure that the impacts of demolition on occupiers of neighbouring premises and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

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11 Open Site Consolidation / Sealing

In the event that construction works have not commenced within six months of the completion of demolition works in any Demolition Area, its surface shall be covered, sealed, or seeded to ensure that it is effectively consolidated. This treatment shall be maintained or repeated to ensure it remains effective until construction works commence and applies particularly to aggregate and soil storage bunds.

Reason

To ensure that the impacts of demolition on occupiers of neighbouring premises and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

12 Site Lighting

The design of any site lighting relating to the demolition works hereby permitted shall meet the standards set out in the ILE Guidance notes for the reduction of obtrusive light. Details shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London) prior to the commencement of demolition works to demonstrate compliance with these standards. The site lighting shall not be installed or used otherwise than in accordance with the approved details.

Reason

To ensure that the impacts of demolition on occupiers of neighbouring premises and on the safety and efficiency of highway and public transport operations and the wider environment by reason of pollution and nuisance are minimised in accordance with Strategic Policy 13 High environmental standards of the Core Strategy 2011 and saved Policy 3.2 Protection of amenity of the Southwark Plan 2007.

13 Archaeological Building Recording

Prior to any demolition works hereby permitted commencing on site, the developer shall submit a written scheme of investigation for a programme of archaeological building recording which shall be approved in writing by the Local Planning Authority. The works shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the archaeological operations are undertaken to a suitable standard as to the details of the programme of works for the archaeological building recording in accordance with Paragraph 141 of the National Planning Policy Framework, Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and Saved Policy 3.19 Archaeology of the Southwark Plan 2007.

14 Archaeological Reporting

Within six months of the completion of the archaeological building recording, an assessment report detailing the proposals for publication of a report for the site and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority. The works detailed in the assessment report shall be undertaken in accordance with any such approval given.

Reason

In order that the archaeological operations are undertaken to a suitable standard as to the details of the programme of works for the archaeological building recording in accordance with Paragraph 141 of the National Planning Policy Framework, Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and Saved Policy 3.19 Archaeology of the Southwark Plan 2007.

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15 K2 Telephone Cubicle	
	Details of the measures to secure the protection of the Grade II listed K2 telephone cubicle located on New Kent Road shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of works in that Demolition Area. The protection works shall be implemented in accordance with the approved details and shall be maintained for the duration of the demolition works or such different period as may be approved in writing by the Local Planning Authority.
Reason	
	In order that the Local Planning Authority may be satisfied as to the details in the interests of the special architectural and/or historic qualities of the listed building in accordance with Strategic Policy 12 - Design and conservation of the Core Strategy 2011 and saved Policy 3.17 Listed buildings of the Southwark Plan 2007.
16 Precautionary Bat survey	
	If more than one year passes between the most recent bat survey undertaken as part of the Environmental Statement (March 2012) and the commencement of the demolition and/or tree works, an updated confirmatory bat survey shall be undertaken immediately prior to the demolition or tree works by a licensed bat worker. The survey shall be submitted to and approved in writing by the Local Planning Authority before any demolition or tree works begin. These works shall be carried out in accordance with the recommendations contained in the approved survey.
Reason	
	To ensure compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended) and in accordance with Strategic Policy 11 - Open spaces and wildlife of the Core Strategy 2011 and saved Policy 3.28 Biodiversity of the Southwark Plan 2007.
17 Tree Protection	
	Prior to the demolition works hereby permitted commencing on site, an Arboricultural Report shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Transport for London). The Arboricultural Report shall accord with the principles of the Tree Strategy (March 2012) and the Tree Strategy Addendum (September 2012) and will include details of the means by which any retained trees on or directly adjacent to the site are to be protected from damage by demolition works, vehicles, stored or stacked building supplies, waste or other materials and demolition plant equipment.
	The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations (including facilitative pruning specifications and supervision schedule) contained in the approved Arboricultural Report. all tree protection measures shall be installed, carried out and retained throughout the period of the works, unless otherwise agreed in writing by the Local Planning Authority (in consultation with Transport for London). In any case all works must adhere to BS 5837 Trees in relation to demolition, design and construction (2012) and BS 3998 (2010) Tree work.
Reason	
	To ensure the proposed development will preserve and enhance the visual amenities of the locality and will be designed for maximum benefit of screening, local biodiversity and adaptation to climate change in accordance with Policy 2.18 Green Infrastructure, Policy 5.1 Climate Change Mitigation, Policy 5.10 Urban Greening, Policy 7.4 Local Character, and Policy 7.21 Trees and Woodlands of the London Plan 2011; Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and conservation, and Strategic Policy 13 High environmental standards; and Saved Policy 3.28 Biodiversity and Policy 3.2 Protection of amenity of the Southwark Plan 2007.

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18 Tree planting

If within the expiration of five years from the date of the completion of the demolition works any retained tree as identified within the Tree Strategy (March 2012) and its Addendum (September 2012) is removed, uprooted or is destroyed or dies, another tree of the same species and size shall be planted in accordance with the principles of the Tree Strategy (March 2012) and Tree Strategy Addendum (September 2012).

Reason

To ensure the proposed development will preserve and enhance the visual amenities of the locality and will be designed for maximum benefit of screening, local biodiversity and adaptation to climate change in accordance with Policy 2.18 Green Infrastructure, Policy 5.1 Climate Change Mitigation, Policy 5.10 Urban Greening, Policy 7.4 Local Character, and Policy 7.21 Trees and Woodlands of the London Plan 2011; Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and conservation, and Strategic Policy 13 High environmental standards; and Saved Policy 3.28 Biodiversity and Policy 3.2 Protection of amenity of the Southwark Plan 2007.

19 Site contamination

Prior to the commencement of demolition works hereby approved (or such other date or stage in development as may be agreed in writing by the Local Planning Authority), a scheme to deal with the risks associated with contamination shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Environment Agency):

- a) A site investigation and risk assessment (in addition to the assessment provided with the planning application) to provide information for a detailed assessment of the risk to all receptors which may be affected, including those off-site.
- b) The results of the site investigation and detailed risk assessment referred to in (a) and, based on these, an options appraisal and remediation strategy providing full details of the remediation measures required and how they are to be undertaken. The approved remediation scheme (if one is required) shall be carried out in accordance with its terms and the Local Planning Authority shall be given two weeks written notification of commencement of the remediation works.
- c) A verification plan providing details of the data which will be collected in order to demonstrate that the works set out in the remediation strategy in (b) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Reason

The site is located over a Secondary Aquifer and it is understood that the site may be affected by historic contamination and therefore to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007 and Strategic Policy 13 'High environmental standards' of the Core Strategy 2011.

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20 Contamination - Remediation Strategy	
	In the event that contamination not previously identified is found to be present, then no further groundworks on that part of the site affected by such contamination shall be carried out until the developer has submitted to and obtained approval from the Local Planning Authority (in consultation with the Environment Agency) for a Remediation Strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented in accordance with the approved strategy.
	Reason There is always the potential for unexpected contamination to be identified during groundworks and to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007, and Strategic Policy 13' High environmental standards' of the Core Strategy 2011.
21 Verification Report	Prior to the completion of the demolition works, a Verification Report demonstrating completion of the works set out in the approved Remediation Strategy shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Environment Agency). The report shall include results of sampling and monitoring carried out in accordance with the approved Remediation Strategy to demonstrate that the site remediation criteria have been met. It shall also include a 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, if appropriate, and for the reporting of this to the Local Planning Authority. Any long-term monitoring and maintenance plan shall be implemented in accordance with the approved details.
	Reason Should remediation be necessary, it needs to be demonstrated that any remedial measures have been undertaken as approved and the environmental risks have been satisfactorily managed so that the site is deemed suitable for its intended use, in accordance with saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007, and Strategic Policy 13' High environmental standards' of the Core Strategy 2011.
22 Demolition Waste Management Plan - details to be submitted	No demolition works within a Demolition Area shall commence until a Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority for that Demolition Area. The Waste Management Plan shall include details of how the waste will be recycled and/or disposed of and managed during demolition. The development shall be carried out in accordance with the approved Demolition Waste Management Plan.
	Reason In the interest of promoting waste reduction and protecting the amenity of the site in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy 2011 and Saved Policy 3.2 'Protection of amenity' of the Southwark Plan 2007.

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TP(Permit)

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Signed *Gary Rice*

Head of Development Management

Your attention is drawn to the notes accompanying this document

Any enquiries regarding this document should quote the LBS Registered Number and be sent to the Head of Development Management, Southwark Council, Chief executive's department, Planning division, Development management, PO Box 64529, London SE1 5LX, or by email to planning.applications@southwark.gov.uk

UPRN: 10009794576

TP/H1064A

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INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT

1 Control of Pollution Act

It is advised that the demolition contractor/s apply for permission under S61 of the Control of Pollution Act 1974 for each phase of the demolition. Some works may require road closures, weekend or school holiday working or out-of-hours activity to ensure works are undertaken safely and to minimise overall levels of disruption and disturbance.

2 Contaminated run-off

Dampening down activities will create a substantial amount of potentially contaminated run-off from the site. Permission will be required from either the Environment Agency and / or Thames Water to discharge to public sewers or culverts.

3 Infrastructure protection

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements in particular with regard to: demolition, excavation, construction methods, security, boundary treatment, safety barriers, landscaping and lighting.

4 Movement of waste off site - duty of care

The Environment Agency state that the Environmental Protection (Duty of Care) Regulations 1991 for dealing with waste materials are applicable for any movements of wastes off site. The developer, as waste producer, therefore has a duty of care to ensure all materials removed go to an appropriate permitted facility and all relevant documentation is completed and kept in line with regulations.

5 Movement of waste off site - registered waste carrier

The Environment Agency require that if any controlled waste is to be removed off site, then the site operator must ensure a registered waste carrier is used to convey the waste material off site to a suitably permitted facility.

6 Use of waste on site - exemption or permit required

If any waste is to be used on site, the applicant will be required to obtain the appropriate waste exemption or permit from the Environment Agency.

7 Construction - waste hierarchy

The Environment Agency advises that the developer must apply the waste hierarchy in a priority order of prevention, re-use, recycling before considering other recovery or disposal option.

8 Construction - site waste management plans

The Environment Agency advise that in England it is a legal requirement to have a site waste management plan (SWMP) for all new construction projects worth more than £300,000. The level of detail that the SWMP should contain depends on the estimated build cost, excluding value added tax (VAT). You must still comply with the duty of care for waste. Because you will need to record all waste movements in one document, a SWMP will help ensure compliance with the duty of care.

9 Demolition Environmental Management Plan

Natural England advise that the DEMP should include a dust management plan which includes details of the tree protection zones and how any dust build up on trees will be addressed. The DEMP should also set out procedures should any bats be discovered on site and for nesting birds. Vegetation clearance should only occur outside the bird breeding season March to August inclusive. If outside this period hand inspection by suitably qualified personnel should precede any clearance, and if nesting birds are found, work should cease in that area until the young birds have fledged.

PLANNING PERMISSION WITH LEGAL AGREEMENT

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IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

[1] APPEAL TO THE SECRETARY OF STATE. If you are aggrieved by this decision of the council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. If you do decide to appeal you can do so using The Planning Inspectorate's online appeals service. You can find the service through the appeals area of the Planning Portal at www.planningportal.gov.uk/pcs. You can also appeal by completing the appropriate form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel. 0117-3726372]. The form can also be downloaded from the Inspectorate's website at www.planning-inspectorate.gov.uk. The Planning Inspectorate will publish details of your appeal on the internet on the appeals area of the Planning Portal. This may include a copy of the original planning application form and relevant supporting documents supplied to the council by you or your agent, together with the completed appeal form and information you submit to The Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you, that you are happy will be made available to others in this way. If you supply information belonging to someone else please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

[2] PURCHASE NOTICE. If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

[3] PROVISIONS FOR THE BENEFIT OF THE DISABLED. Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:

- (i) Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
- (ii) Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
- (iii) Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].

Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.

[4] OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION. The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.

[5] WORKS AFFECTING THE PUBLIC HIGHWAY. You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

[6] THE DULWICH ESTATE SCHEME OF MANAGEMENT. Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].

[7] BUILDING REGULATIONS. You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

[8] THE PARTY WALL ETC. ACT 1996. You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near a

neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

IMPORTANT: This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.

SCHEDULE 2

Title Details of the Site

Freehold Land

1. The freehold of the land comprised in registered title number TGL 316673 being Ashenden, Chearsley, Claydon, Cuddington, Marston and Risborough, Deacon Way, London, owned by the Council.
2. The freehold of the land comprised in registered title number SGL 384380 being 137-149 (odd) Walworth Road, 1-228 Kings Hill and 1-110 Swanbourne, Heygate Street, London, owned by the Council.
3. The freehold of the land comprised in registered title number SGL 427098 (part of) being 1,3 and 5 Ethel Street, 8-68 (even) Wansey Street, London and land and buildings adjoining, owned by the Council.
4. The freehold of the land comprised in registered title number TGL 242198 being land at Brandon Street, London, owned by the Council.
5. The freehold of the land comprised in registered title number SGL 268549 being 1 Deacon Way, London, owned by the United Reformed Church (Southern Province) Trust Limited.

Developer's Interest

The Developer has an equitable interest in the Site by virtue of the Regeneration Agreement under which it has a conditional contract to acquire a long lease of the Site.

SCHEDULE 3

Developer's Obligations

1. Deed of Confirmation

1.1 The Developer covenants with the Council and Transport for London not to Implement the Development unless and until a Confirmatory Deed has been completed in order to bind the After Acquired Interests (or the relevant part or parts thereof) save that Development may be Implemented prior to the Confirmatory Deed binding the Church Land being completed PROVIDED THAT the Developer shall comply with the obligation to complete a Confirmatory Deed in relation to the Church Land in accordance with **clause 5.1** as and when the circumstances require in accordance with that clause (whether or not that shall be before or after the Implementation of the Development) and if before then the terms of this Deed shall apply to the Church Land as shall have been so bound in the Confirmatory Deed AND FOR THE AVOIDANCE OF DOUBT the Developer may Commence and carry out the Demolition of the Site prior to the Confirmatory Deed binding the Site being completed.

2. Demolition Environmental Management Plan, Phasing Plan and Detailed Phase Delivery Programme and Plot Delivery Plan

2.1 The Developer covenants with the Council and Transport for London not to Commence Demolition otherwise than in accordance with the Demolition Environmental Management Plan.

2.2 The Developer shall not Implement the Development or any part thereof otherwise than in accordance with the Phasing Plan as approved from time to time by the Council (in consultation with Transport for London) pursuant to Conditions 3-5 of the Planning Permission.

2.3 Prior to the Implementation of a Phase the Developer shall submit to the Council for approval in consultation with Transport for London and the GLA the Detailed Phase Delivery Programme for such Phase and the Developer shall not Implement the Phase unless and until it has received such written approval of the Council to the Detailed Phase Delivery Programme.

2.4 The Developer covenants that following the relevant Implementation of a Phase it shall use all reasonable endeavours to ensure that the Development in such Phase is not undertaken other than in accordance with the relevant Detailed Phase Delivery Programme for that Phase.

2.5 Prior to the Implementation of a Plot the Developer shall submit to the Council for approval the Plot Delivery Plan for such Plot and the Developer shall not Implement the Plot unless and until it has received the written approval of the Council to such Plot Delivery Plan.

2.6 The Developer covenants that following the Implementation of the relevant Plot it shall use all reasonable endeavours to ensure that the Development in such Plot is not undertaken other than in accordance with the approved Plot Delivery Plan for that Plot.

3. Demolition Environmental Management Plan And Construction Environmental Management Plan

- 3.1 Prior to any Advance Infrastructure and Enabling Works or Demolition commencing on the Site the Developer shall submit the Demolition Environmental Management Plan to the Council and Transport for London in respect of either the whole of Demolition on the Site or in respect of Demolition on a particular Phase or Plot (as shown on the Phasing Plan) for their respective approvals (but in the case of approval by Transport for London in respect of matters affecting its statutory functions and/or its specific rights and obligations under this Deed).
- 3.2 Prior to Advance Infrastructure and Enabling Works or the Implementation of any Phase within the Development the Developer shall submit the Construction Environmental Management Plan to the Council and Transport for London in respect of such Phase of construction for their respective approval (but in the case of approval by Transport for London in respect of matters affecting its statutory functions and/or its specific rights and obligations under this Deed).
- 3.3 The Demolition Environmental Management Plan and the Construction Environmental Management Plan shall be in general accordance with the principles set out in the Council's Environmental Code of Construction Practice (as amended from time to time), the Construction Environmental Management Plan – Revised September 2012 submitted by the Developer in September 2012 in support of the Application and the Demolition Application and the guidance contained in "London Freight Plan - sustainable freight distribution: a plan for London" published by the London Mayor and Transport for London (as updated from time to time) and shall (as the case may be) include (as minimum requirements):
 - 3.3.1 details of the phasing and methodology to be used in the Demolition process;
 - 3.3.2 the times during which works may be undertaken and the times during which deliveries may be made to the Site consistent with the Council's Environmental Code of Construction Practice;
 - 3.3.3 the routes which Demolition and/or construction traffic shall be directed to use so as to minimise insofar as reasonably practicable impacts of Demolition or construction traffic on the transport network and the environment;
 - 3.3.4 a detailed specification of construction and/or Demolition works for that Phase of Development or (as the case may be) Plot including the relevant environmental impacts and the required mitigation measures. The specification shall include details of the methods of piling so as to minimise groundwater noise and vibration impacts as well as damage or disruption to underground transport utilities infrastructure and services
 - 3.3.5 engineering measures, acoustic screening, and the provision of sound insulation required to mitigate or eliminate specific environmental impacts

- 3.3.6 measures to ensure continued access to Crossway Church during Demolition and to Wansey Street during Demolition and construction
- 3.3.7 measures to minimise the use of Wansey Street for Demolition and construction traffic
- 3.3.8 arrangements for publicity and promotion of the scheme during Demolition / construction, including information on temporary closures and diversion of any part of the public highway and private roads, footways and cycle ways
- 3.3.9 details, including management, of Site access/egress by vehicles, cyclists and pedestrians
- 3.3.10 details of measures to prevent or control mud, dust and waste being deposited on or affecting the safety and operation of the public highway and public transport
- 3.3.11 adoption and implementation of the Considerate Constructor Scheme (or equivalent at the time of submission)
- 3.3.12 details of training undertaken by the road hauliers
- 3.3.13 any necessary temporary road closure orders or diversions on the highway network in the vicinity of the Site;
- 3.3.14 any necessary temporary means in the closure and diversion of any pedestrian or cyclerooutes through or adjacent to the Site;
- 3.3.15 the proposed measures and/or hoardings to separate and enclose any proposed Demolition and/or construction works;
- 3.3.16 the interface between the Demolition and/or the Development and any works being carried out at the time to developments in the vicinity of the Site;
- 3.3.17 details of the form siting and installation of temporary wayfinding signage to the destinations within the vicinity of the Site;
- 3.3.18 measures necessary to ensure the continued provision of bus and taxi services within the vicinity of the Site; including the provision of bus stops necessary as a result of any road closures, in particular but not limited to bus route 343;
- 3.3.19 the timing and detail of any proposal to restrict alter or stop bus access through the Site for any period of time.
- 3.3.20 publicity requirements including provision for any periodic community liaison meetings and details of any specific publicity measures which the Developer may wish to request Transport for London to carry out;
- 3.3.21 measures to ensure the safety of the public during the period in which works are being carried out on the Site including lighting in the streets surrounding the Site;

- 3.3.22 measures to mitigate as far as is reasonably practicable construction and Demolition traffic impacts generally;
- 3.3.23 measures to mitigate against the effects of the Development including the effects of dust noise and vibration on the amenity of occupiers in the vicinity of the Site and including any infrastructure protection measures in respect of Transport for London's assets including the TLRN, Cycle Docking Stations, existing Cycle Routes and London Underground infrastructure located in the area; and
- 3.3.24 measures to be taken prior to road closures and construction.

3.4 In determining whether to approve the Demolition Environmental Management Plan and the Construction Environmental Management Plan Transport for London's approvals shall be confined to those matters which are likely to directly affect the operation or use of cycles and/or bus and/or taxi operations at or in the vicinity of the Site and/or the underground and/or railway stations and/or the adjacent road network and other infrastructure or apparatus in respect of which Transport for London are the responsible transport authority or are otherwise within the scope of their statutory functions.

3.5 The Developer shall not:

- 3.5.1 Commence Demolition on the Site until the Demolition Environmental Management Plan has been approved by the Council and Transport for London (but in the case of approval by Transport for London in respect of the matters as specified in **sub-paragraph 3.4 of Schedule 3 only**); and
- 3.5.2 Implement any Phase within the Development until a Construction Environmental Management Plan for such Phase has been approved by the Council and Transport for London (but in the case of approval by Transport for London in respect of the matters specified in **sub-paragraph 3.4 of Schedule 3 only**);

3.6 The Developer shall comply with and shall require its contractor and sub-contractors (and insofar as relevant their suppliers and hauliers) to comply with the Demolition Environmental Management Plan and the Construction Environmental Management Plan when undertaking works for Demolition or construction forming part of Demolition and/or the Development and shall use all reasonable endeavours to prevent the carrying out of any works on the Site as part of the Demolition and/or Development otherwise than in accordance with the terms of the Demolition Environmental Management Plan and the Construction Environmental Management Plan PROVIDED ALWAYS that the Developer may from time to time agree with the Council and Transport for London (but in respect of Transport for London in respect of the matters as identified in **paragraph 3.4 of Schedule 3 only**) amendments to the Demolition Environmental Management Plan and the Construction Environmental Management Plan in circumstances where relevant health and safety regulations change or if it is otherwise necessary or reasonably expedient to do so (and references in this **paragraph 3** to Demolition Environmental Management Plan or the Construction Environmental Management Plan shall mean the Demolition Environmental Management Plan or the Construction Environmental Management Plan as amended by agreement from time to time).

4. Estate Management

4.1 Prior to the Implementation of the Development the Developer shall submit to the Council for approval (in consultation with Transport for London in relation to cycle routes and if relevant bus routes and stops only) the Estate Management Strategy which shall:

- 4.1.1 specify the identity of a Estate Management Company;
- 4.1.2 set out the initial and long term funding arrangements to secure the ongoing viability of the Estate Management Company to ensure its long-term resources and capacity entirely to perform observe comply with and fulfil the Management Covenants;
- 4.1.3 set out the ongoing maintenance and management of:
 - 4.1.3.1 all private, non-adopted roads, unadopted shared surfaces and pedestrian and/or cycle routes and within the Development until adopted pursuant to any Highway Agreements;
 - 4.1.3.2 any SUDS infrastructure unless and until adopted by the relevant authority;
 - 4.1.3.3 set out details of the use and operation of the Park Area, Temporary Park Area and Public Realm.

- 4.2 Prior to first Occupation of any Dwelling the Developer shall form the Estate Management Company and thereafter the Developer shall manage and maintain the Development in accordance with the Estate Management Strategy which may be updated by the Developer with the Council's written approval from time to time.
- 4.3 Prior to the transfer of any responsibility for maintenance of the Public Realm to the Estate Management Company the Developer shall obtain the written approval of the Council to the Estate Management Strategy submitted pursuant to **sub-paragraph 4.1** of this Schedule.

5. Affordable Housing

- 5.1 The Developer covenants to construct or procure the construction of the Affordable Housing in accordance with the Affordable Housing Framework as part of the Development upon the Site in accordance with the requirements of the Southwark Residential Design Standards Supplementary Planning Document (September 2011) or the most up to date supplementary planning document for residential design, the Southwark Affordable Housing SPD and the Mayor's Housing Design Guide (2010) extant on the Implementation of the relevant Phase.
- 5.2 Unless otherwise agreed in writing by the Council and subject to **paragraph 29 of Schedule 3** the proportion of the Affordable Housing to be constructed as Wheelchair Accessible Affordable Housing shall be constructed in accordance with the Southwark Residential Design Standards Supplementary Planning Document (September 2011) or the most up to date supplementary planning document for residential design and the South East London Housing Partnership Wheelchair Housing Design Guidelines extant on the Implementation of the relevant Phase.
- 5.3 The Developer further covenants:
 - 5.3.1 not less than two months prior to the submission of the first Reserved Matters Application to submit for the written approval of the Council in consultation with the GLA the Affordable Housing Strategy in relation to the Development; and
 - 5.3.2 not less than two months prior to the submission of each Reserved Matters Application thereafter which includes Dwellings to submit for the written approval of the Council in consultation with the GLA an updated Affordable Housing Strategy in relation to the Development; and
 - 5.3.3 not to Implement the relevant Reserved Matters Approval for a Plot unless and until the Affordable Housing Strategy for that Plot has been approved in writing by the Council.
- 5.4 The Affordable Housing Strategy shall include:

- 5.4.1 the Developer's proposals for the provision of Affordable Housing in the Development in accordance with the Affordable Housing Framework; and
- 5.4.2 details of the Affordable Housing to be provided for each Plot and include the distribution, tenure mix, units sizes and Wheelchair Accessible Affordable Housing to be provided in each Plot and an indication of the overall provision of Affordable Housing comprised in the Development.

5.5 Within three months of the Implementation of a Plot which contains Affordable Housing the Developer shall notify in writing the Director of Planning with the name of the chosen Registered Provider for that Plot and in the event that the Developer proposes a Registered Provider which is not included in **Schedule 9** nor appears on the Council's approved list at the relevant time then the Developer must obtain the written approval of the Director of Planning of such Registered Provider.

5.6 Subject to the provisions of **clause 12** the Developer covenants that the Affordable Housing shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in accordance with the Affordable Housing Strategy and the Affordable Housing Framework.

5.7 The Developer covenants that the completed Development shall provide 25% Affordable Housing and that no more than 50% of the said Affordable Housing shall comprise Shared Ownership Units.

5.8 For the avoidance of doubt it is agreed by the parties that for every Affordable Housing Unit which is secured as Wheelchair Accessible Affordable Housing one less Habitable Room will be required in calculating the remaining Affordable Housing to be provided as part of the Development.

5.9 The Developer covenants that the Affordable Housing shall only be provided in accordance with Affordable Housing Framework and the approved Affordable Housing Strategy and be available for residential Occupation no later than the Market Units in any Plot and shall be handed over to the Registered Provider upon completion to a standard fit for residential Occupation and the Developer further covenants that:

- 5.9.1 it shall not Occupy nor permit the Occupation of more than 40% of the Market Units within a Plot which contains Affordable Housing until the Developer has entered into a contract with a Registered Provider for the lease or purchase of all of the Affordable Housing within that Plot;
- 5.9.2 where a Plot contains Affordable Housing the Developer shall not Occupy (or permit Occupation) of more than 65% of the Market Units in that Plot unless and until:

- 5.9.2.1 the Affordable Housing in that Plot has been handed over to the Registered Provider upon completion; and
- 5.9.2.2 the Developer has entered into a long lease or leases for a term of at least one hundred and twenty five years (125 years) of the Affordable Housing to the Registered Provider and evidence of such agreement has been provided to the Council;

UNLESS otherwise agreed in writing with the Council and is in accordance with the Affordable Housing Strategy and a Deed of Variation entered into by the parties to reflect the changes;

- 5.9.3 the Affordable Housing Service Charge shall be affordable and a fair and reasonable proportion of the actual costs incurred or anticipated in relation to any Affordable Housing and the Developers shall work together with the Registered Provider to take all reasonable steps (including in the design and construction of the Affordable Housing) to establish and maintain the Affordable Housing Service Charge at a fair and reasonable level PROVIDED THAT at no time shall the Market Units subsidise the services provided to the Affordable Housing.

6. Affordable Rent Units

- 6.1 The Developer covenants that the Affordable Rent Units are to be let to households eligible for social rented housing such that the total cost of rent, including service charges, shall not exceed 50% of Market Rent for each one or two bed dwelling and which for the avoidance of doubt shall be rebased in accordance with the Affordable Rent Rebase on the occasion of the issue of each new tenancy or re-letting.
- 6.2 The Developer covenants to provide the Council with an annual report of the rent rebases carried out in the previous 12 month period and the details of the revised rent levels for each related Affordable Rent Unit.

7. Viability

Evidence of Commencement

- 7.1 Upon the occurrence of Substantial Commencement within two years of approval of the first Reserved Matters Application the Developer shall submit to the Council written evidence of the events which amount to Substantial Commencement including the Construction Contract for the first Building within the first Phase of the Development and an Unconditional Obligation Certificate and shall allow the Council (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

Substantial Commencement and Viability Report

7.2 If within two years of approval of the first Reserved Matters Application the Developer has not Substantially Commenced the first Building in the Phase of the Development then the Developer shall not Implement (or otherwise cause or permit Implementation of) the first Phase of the Development until it has submitted and the Council has confirmed receipt of a valid Viability Report and accompanying documents in accordance with **paragraph 7.3** below in respect of the first Building in the first Phase of the Development.

Content of Viability Report

7.3 The Viability Report required to be submitted to the Council pursuant to the provisions of **paragraph 7.2 of Schedule 3** of this Deed shall be accompanied by:

- 7.3.1 the Developer's justification (financial and/or otherwise) as to why no Further Affordable Housing can be provided as part of the Development; or
- 7.3.2 in the event that the Viability Report demonstrates that Further Affordable Housing can be provided the Developer's proposals as to how such Further Affordable Housing shall be provided AND in either case:
 - 7.3.2.1 an Unconditional Obligation Certificate (if the Construction Contract has been let) in respect of the first Phase of the Development);
 - 7.3.2.2 the Construction Contract (if let) in respect of the Relevant Phase PROVIDED THAT if the Construction Contract is not let at the time of submission of the Viability Report the Construction Contract shall be submitted by the Developer as soon as reasonably practicable thereafter but in any case before Implementation of the relevant Phase.

Requests for Further Information

7.4 Within fifteen (15) Working Days of receipt of the Viability Report (unless otherwise agreed between the Council and the Developer) the Council shall either:

- 7.4.1 confirm in writing to the Developer that it agrees the Viability Report, or
- 7.4.2 make a request for such further financial, planning, legal or other information as it deems appropriate to enable it to undertake its obligations under this **sub-paragraph 7.4** (acting reasonably), or
- 7.4.3 confirm in writing to the Developer that it does not agree the Viability Report.

and for the avoidance of doubt nothing in this paragraph shall amount to agreement of any of the matters contained in the Viability Report nor preclude the Council from seeking further relevant information during the course of the review pursuant to this **sub-paragraph 7.4** .

- 7.5 On receipt of any reasonable and proper request for further information the Developer shall within fifteen (15) days provide to the Council the information requested or provide the Council with an explanation as to why the information cannot be provided.
- 7.6 The Developer acknowledges that during any review pursuant to **paragraph 7.8** below, the Council or its surveyor shall be entitled to seek such relevant and reasonable further information as is reasonably necessary to enable it to undertake its obligations under this **sub-paragraph 7.6** and which the Developer shall comply using reasonable endeavours.
- 7.7 The Council shall be entitled to instruct a surveyor to act on behalf of the Council to review, assess, negotiate and advise in relation to any Viability Report submitted and in relation to any Further Affordable Housing Proposal. In the event that the Council elects to instruct a surveyor, the Developer shall pay the Council's full costs reasonably and properly incurred by the surveyor in relation to the Viability Report PROVIDED THAT the Developer shall not be obliged to pay the Council's costs of instructing such surveyor in the event that the Viability Report and/or Further Affordable Housing Proposal is referred to the Specialist under **sub-paragraph 7.12** below in which case the Specialist shall determine who bears the cost of the surveyor.

Review of Viability Report and Further Affordable Housing Proposal

- 7.8 For a period not exceeding two (2) calendar months commencing on the date the Council receives the Viability Report and any further information provided under **sub-paragraph 7.4** (or receipt of the Developer's explanation under **sub-paragraph 7.5**) (or unless otherwise agreed by the Developer and the Council in writing) the Developer and the Council (or its surveyor) both acting reasonably and in good faith may review:
 - 7.8.1 the Viability Report; and
 - 7.8.2 the Further Affordable Housing Proposal (if relevant).
- 7.9 At the expiry of the two (2) month period referred to in **sub-paragraph 7.8** the Council shall confirm in writing that:
 - 7.9.1 it rejects (with reasons) the conclusions of the Viability Report (as submitted) ("Non-Acceptance Notice"), or
 - 7.9.2 it accepts the conclusions of the Viability Report as submitted or as reviewed by the Parties and confirms that no Further Affordable Housing is required; or

7.9.3 it accepts the conclusions of the Viability Report as submitted or as reviewed by the Parties, and confirms that the Further Affordable Housing Proposal has been agreed ("**Acceptance Notice**"),

and if the Parties shall agree the Viability Report and (if relevant) the Further Affordable Housing Proposal and if Further Affordable Housing is to be provided (whether by the provision of Affordable Housing by the Developer and/or by the Developer making a payment to the Council) the Council shall make an appropriate entry on the public planning register to that effect.

Expiry of Viability Report

7.10 Any Viability Report submitted in respect of the Development under **paragraph 7.2** shall expire after a period of twelve (12) months;

7.10.1 From the date of its submission to the Council; or

7.10.2 From the date of submission by the Specialist under **clause 25** ("**Expiry Date**").

7.11 If a Viability Report expires without the Council and the Developer having agreed or the Specialist having determined whether Further Affordable Housing is due, then the Developer shall within one (1) calendar month of the Expiry Date (or such longer period as may reasonably be agreed between the Developer and the Council) submit to the Council (or the Specialist as the case may be) an up to date Viability Report in respect of the Development, whereupon the provisions and covenants on behalf of the Developer and the Council in this paragraph shall apply to any subsequent Viability Report(s) and any Further Affordable Housing Proposal.

Referral to the Specialist

7.12 In the event that pursuant to the above paragraphs, the parties have not reached agreement regarding the Viability Report or have not agreed the Further Affordable Housing Proposal the following provisions shall apply:

7.12.1 either the Council or the Developer (both acting reasonably) shall be entitled to refer the matter to the Specialist for determination and each shall use its best endeavours to do so promptly but in any case within one (1) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the Council and the Developer) and the date the matter is referred shall be the "**Referral Date**"; and

7.12.2 (unless otherwise agreed between the Council and the Developer or required by the Specialist) each shall within a further period of one (1) calendar month from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Report and any Further Affordable Housing Proposal ("**Representations Period**").

7.13 In addition to the matters specified in **clause 25** (Determination of Disputes), which shall apply to any referral under **sub-paragraph 7.12**, in making his determination the Specialist shall have regard to:

- 7.13.1 all relevant material submitted to him by the Council and the Developer;
- 7.13.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise, and **clause 25** (Determination of Disputes) of this Deed;
- 7.13.3 the provisions of this Deed and this Schedule in particular; and

unless otherwise agreed in writing by the Council and the Developer, the Specialist's decision shall be binding except in the case of manifest, material error and if the Specialist's decision includes Further Affordable Housing ("the **Decision**"), the Council shall make an appropriate entry on the public planning register to that effect.

Further Affordable Housing Provision

7.14 If the Council has approved the Further Affordable Housing Proposal pursuant to **paragraph 7** or the Specialist determines that the Developer can provide Further Affordable Housing pursuant to **sub-paragraph 7.13** shall provide the Further Affordable Housing on the Site as part of the Development in accordance with the approved/determined Further Affordable Housing Proposal.

8. Public Sector Funding

8.1 In the event that the Developer secures Public Funds, the Developer shall confirm to the Council in writing at the same time as submitting an application for Reserved Matters the availability of such Public Funds that are to be used in the Plots that are subject to that Reserved Matters application for the purposes of improving the affordability criteria of the Affordable Housing so as to increase the affordability of the Affordable Housing on the following basis and where possible in the following sequence:

- 8.1.1 Reducing the Affordable Rent Levels for 1 and 2 bedroom Dwellings; and then
- 8.1.2 Increasing the proportion of Shared Ownership at Southwark Shared Ownership Affordability Thresholds.

8.2 Where the Developer has provided written notice to the Council of the availability of Public Funds to enhance the provision of Affordable Housing in the Development under **sub-paragraph 8.1** then the Developer shall submit to the Council for written approval a proposal which shall demonstrate how the affordability of Affordable Housing may be improved in those Plots that are subject to that Reserved Matters application AND following the receipt of such approval and Public Funds the Developer shall update the Affordable Housing Strategy to reflect the changes in the Affordable Housing provision and the Development shall proceed in accordance with the updated Affordable Housing Strategy.

8.3 Where the increase in affordability of the Affordable Housing as set out in **sub-paragraphs 8.1.1 and 8.1.2** has been achieved or in the event that Public Funds cannot be used for the purpose of increasing the affordability of the Affordable Housing and in the event that the Developer has secured further Public Funds then such funds shall be used by the Developer for the purpose of increasing the amount of Affordable Housing to be provided in the remaining part of the Development PROVIDED THAT the total aggregate amount of Affordable Housing to be provided in the Development shall not exceed 35% of the Dwellings (calculated by reference to Habitable Rooms) and PROVIDED FURTHER THAT all such additional Affordable Housing shall only be provided prior to the Implementation of the last Phase in the Development AND PROVIDED FURTHER THAT the gross development value of the Development shall not be reduced as a consequence of having to convert Market Units into additional Affordable Housing in respect of the obligations contained in **sub-paragraph 8.3**.

8.4 On submission of each Reserved Matters application the Developer shall submit to the Council for approval its proposal for providing the additional Affordable Housing in accordance with **sub-paragraph 8.3**.

8.5 Where the Developer has provided written notice to the Council of the availability of further Public Funds to provide additional Affordable Housing in the Development under **sub-paragraph 8.3** then the Developer shall submit to the Council for written approval a proposal which shall demonstrate how the additional Affordable Housing may be Implemented in those Plots that are subject to that Reserved Matters application AND following the receipt of such approval and further Public Funds the Developer shall update the Affordable Housing Strategy to reflect the changes in the Affordable Housing provision and the Development shall proceed in accordance with the updated Affordable Housing Strategy.

Workplace Commitments

9. Employment and Training

9.1 Prior to or at the same time as submitting its first Reserved Matters Application, the Developer will submit and obtain the written approval of the Council for an Site Wide Employment and Training Scheme in support of the Development in accordance with the requirements contained in **Appendix 3** of this Deed.

9.2 Prior to or at the same time as submitting each Reserved Matters Application, the Developer shall submit and obtain the written approval of the Council for an Employment and Training Scheme demonstrating how that Employment Targets and Requirements for jobs to be provided during the Demolition and construction works will be set for that Reserved Matters Application and the Plots and Buildings it contains shall contribute to the overall Employment Targets and Requirements contained in **Appendix 3**. The Employment Targets and Requirements for each Reserved Matters Application shall be calculated in accordance with the methodology contained in **paragraphs 20-24 of Appendix 3** of this Deed.

9.3 The Developer shall implement the Employment and Training Scheme in respect of each Reserved Matters Application and appoint (and where necessary re-appoint) a Construction Workplace Co-ordinator who will provide training and support to facilitate access to construction jobs during the Demolition and construction works comprising the Development.

9.4 The Developer shall use reasonable endeavours to:

- 9.4.1 maintain the Construction Workplace Co-ordinator role throughout the Demolition works and construction of the Development;
- 9.4.2 create the role of the Construction Workplace Co-ordinator to secure the duties identified in the Employment and Training Scheme;
- 9.4.3 place the Construction Workplace Co-ordinator in contact with the on-site contractor team during the building programme;
- 9.4.4 place the required number of workless Borough residents into construction jobs and training in accordance with the approved Employment and Training Scheme;
- 9.4.5 produce written reports to the Council regarding the delivery and outcomes of the project (including forecasts of how the Developer will achieve the Employment Targets and Requirements) on a quarterly basis the first report being sent six months after the Implementation of the Development;
- 9.4.6 liaise and work with Local Employment and Skills Agencies and incorporate into the employment and training scheme such Agencies' assistance in providing pre-employment information advice and guidance; flexible financial support for training, personal protective equipment, travel costs, etc; skills development pre and post employment; ongoing support in the workplace and the facilitation of other benefits such as engagement with schools work experience, etc.

- 9.5 In the event that the Developer fails to appoint or retain the Construction Workplace Co-ordinator the Developer shall be required to secure arrangements with the written approval of the Council for the subsequent appointment of a replacement Construction Workplace Co-ordinator as soon as reasonably practicable.
- 9.6 The Developer shall undertake reviews with the Council every two years commencing from the Implementation of the Development to assess compliance with the Employment Targets and Requirements.
- 9.7 In the event of the reviews to be undertaken pursuant to **sub-paragraph 9.6** above demonstrating failure on the part of the Developer in meeting all or any of the "Requirements (min provision)" identified in the Employment Targets and Requirements in the Employment and Training Scheme the Council may serve written notice to that effect on the Developer requiring the Developer to pay such sum representing the proportion of the Employment in Construction Contribution as the Council considers may reasonably be required to be used for the purposes of remedying such under-performance so as to meet the Targets set out in the Employment and Training Scheme and within 28 working days of such request the Developer shall pay such sum to the Council.
- 9.8 The Developer covenants that all employees employed directly by the Developer or its contractors and subcontractors in the construction of the Development will be paid as a minimum the Minimum London Living Wage.

10. Apprenticeships

- 10.1 Prior to or at the same time as submitting each Reserved Matters Application that contains Dwellings the Developer shall submit and obtain the written approval of the Council for the details of the minimum number of new apprenticeship posts calculated in accordance with the principles and methodology contained in **Appendix 3** for that Reserved Matters Application as part of the Employment and Training Scheme to be provided over the Demolition period and the period of construction of the Development and shall unless otherwise agreed in writing by the Council provide such apprenticeship posts. The Council shall provide a list of approved Local Employment and Skills Agencies which shall be maintained by the Construction Workplace Co-ordinator.
- 10.2 The Developer their contractors and sub-contractors shall work with the Construction Workplace Co-ordinator and the Local Employment and Skills Agencies to recruit apprentices to the posts and provide the Council with a written report on an annual basis until the Completion Date providing details of the numbers of personnel recruited to the new apprenticeship posts.

11. Local Procurement

- 11.1 The Developer shall use reasonable endeavours to achieve the procurement of construction contracts and goods and services from SMEs based in the Borough during the construction of the Development and will liaise with the Council's Economic Development Team or a nominee of the Council to do so.
- 11.2 The Developer shall use reasonable endeavours to:

- 11.2.1 Appoint or procure the appointment of a supplier diversity manager during the construction of the Development to provide a dedicated link between SMEs based in the Borough and procurement and package managers and other contract managers;
- 11.2.2 implement systems that enable the Developer and its contractors to invite and consider applications to tender received from SMEs based in the Borough for the provision of goods and services for the Site, before and during construction and shall co-operate with the Council to increase opportunities for such local firms and people; and
- 11.2.3 with its sub-contractors and in consultation with the Council or the Council's nominee, resource and deliver (at least two per year) "meet the buyers" events in relation to the Development timed to coincide with contract tenders and targeted at SMEs based in the Borough in order to make them aware of the opportunities, timescales and procedures to be adopted for tendering for relevant goods and services; and
- 11.2.4 provide regular (at least six monthly commencing six months after the Implementation of the Development and ending on the Completion date of the Development) reports to the Council containing details of all contracts tendered to SMEs based in the Borough identifying those which have been referred directly through the Developer's actions under this **paragraph 11**.

Highways and Transportation

12. Car Club

- 12.1 Prior to or at the same time as the submission of each Reserved Matters Application the Developer shall submit to the Council for approval the Car Club Scheme for the delivery of and arrangements for Car Club Spaces to be provided in that part of the Development comprised in such Reserved Matters Application such Car Club Scheme to be in accordance with the Car Club Principles.
- 12.2 The Developer shall not Implement a Plot until the Car Club Scheme for the Plot has been approved in writing by the Council.
- 12.3 The Developer shall not permit Occupation of any Dwelling within a Plot until the Car Club Spaces have been provided.
- 12.4 The Developer shall procure that the Car Club Scheme for that Plot shall be operated in accordance with the approved Car Club Scheme.
- 12.5 On Occupation of each Dwelling by the first occupier the Developer (acting in conjunction with the Travel Plan Co-ordinator) will use reasonable endeavours to promote and procure that the Car Club Operator promotes the Car Club Scheme to each first occupier by providing them with written details of the Car Club Scheme including membership details.

- 12.6 In the event that at any time the Car Club Operator notifies the Developer and/or the Council that there is insufficient demand from the Development to make it viable to provide one or more of the Car Club Cars or Car Club Vans within the Development and the Council has acting reasonably and having considered any evidence provided to it by the Car Club Operator confirmed in writing that it accepts such notification then the provision of that number of Car Club Spaces within the Development may be suspended.
- 12.7 During such period of suspension of the provision of the Car Club Spaces the Estate Management Company shall manage and maintain those Car Club Spaces and shall with the agreement of the Council make available these Car Club Spaces for alternative uses within the Development in accordance with Car Parking Management Plan and the Car Club Scheme submitted for those Plots affected until such time as the Car Club Operator notifies the Council that it is able to resume providing the Car Club Cars or Car Club Vans or any of the Car Club Spaces within the Development.
- 12.8 During such period of suspension and provided that there is an alternative Car Club Space in operation within 200 metres of the boundaries of Plot H7 the Developer shall use reasonable endeavours to implement the requirements of **paragraphs 2 and 8 of Appendix 5**.

13. Parking Permit Restrictions

- 13.1 The Developer shall not Implement the Development until such time as the Council has received the Traffic Management Order Contribution in full.
- 13.2 The Developer shall use reasonable endeavours to ensure that prior to Occupying any Dwellings within a Plot each new occupier of the Plot is informed by the Developer of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or operated by the Council.

14. Parking Provision

- 14.1 Prior to or at the same time as the submission of each Reserved Matters Application which includes Dwellings the Developer shall submit to the Council for approval (in consultation with Transport for London) the Car Parking Scheme in relation to the Plot comprised in such Reserved Matters Application.
- 14.2 The Car Parking Scheme shall include:
 - 14.2.1 details of the considerations that have informed the proposed car parking quantum on that Plot, including (but not limited to) the proposed land uses, residential quantum, mix, unit sizes and tenure proposed on that Plot and deliverability and saleability of the scheme;
 - 14.2.2 details of the distribution of any Car Club Spaces to be provided, the location of the spaces designed to disabled standards and the quantum and location of the Electric Charging Points.

- 14.3 Prior to the Implementation of each Plot the Developer shall obtain the Council's written approval of the Car Parking Scheme (in consultation with Transport for London) for that Plot and thereafter the Development shall be undertaken in accordance with such approved scheme (unless otherwise amended, varied or updated from time to time with the written approval of the Council).
- 14.4 Prior to first Occupation of any part of each Plot the Developer shall submit to the Council for approval in writing a Car Parking Management Plan for that Plot.
- 14.5 The Car Parking Management Plan shall include:
 - 14.5.1 details of how the Car Parking Spaces shall be allocated and managed;
 - 14.5.2 details of how the utilisation of Car Parking Spaces provided will be monitored in order to inform the design and distribution of Car Parking Spaces in future Reserved Matters Applications;
 - 14.5.3 details of the mechanisms which for the allocation of spaces designed to disabled standards and provided with Electric Charging Points;
 - 14.5.4 details of how demand for Electric Charging Points shall be monitored to inform a programme of activation of Electric Charging Points as the demand for such equipment arises.
- 14.6 The Car Parking Spaces shall be allocated and managed by the Developer in accordance with the Car Parking Management Plan as may be amended or varied from time to time with the written approval of the Council.

15. Travel Plan

- 15.1 Prior to the Implementation of the Development the Developer shall submit for approval by the Council (in consultation with Transport for London) a Site Wide Travel Plan Framework in accordance with the principles and objectives of the Heygate Masterplan Outline Travel Plan attached to this Deed at **Appendix 7**.
- 15.2 Prior to the Occupation of any Dwelling in a Plot the Developer shall provide for approval by the Council in consultation with Transport for London a Plot Travel Plan (or as the case may require a Plot Travel Plan for different use types within that Plot) for that Plot in accordance with the Site Wide Travel Plan Framework.
- 15.3 Prior to the Occupation of any Dwelling the Developer shall appoint a Travel Plan Co-ordinator and shall ensure that the Travel Plan Co-ordinator is employed for a minimum period extending from the appointment date until 6 years after the first Occupation of the final Plot in the Development and that in the event that the Travel Plan Co-ordinator's employment is terminated or otherwise ceases the Developer shall ensure that a replacement is appointed as soon as reasonably practicable and thereafter is employed for so long as shall be necessary until 6 years from the first Occupation of the last Plot to be developed in the Development.
- 15.4 The Developer covenants not to Occupy (or permit any person to Occupy) a Plot unless and until such time as the Plot Travel Plan for such Plot has been approved in writing by the Council.

15.5 The Developer covenants to implement, monitor and review the Plot Travel Plan for each Plot including undertaking the following:

- 15.5.1 Prior to or on Occupation to provide written details of the Plot Travel Plan to new occupiers of the Development;
- 15.5.2 use reasonable endeavours to ensure that occupiers of the Development comply with the Plot Travel Plan;
- 15.5.3 monitor and review the workings of the Plot Travel Plan for each Plot at yearly intervals commencing with the anniversary of its approval for a period of five years and to submit details of the review to the Council showing how the Plot Travel Plan has operated and how effective it has been in achieving its objectives;
- 15.5.4 following each review to update and/or review all Plot Travel Plans then in operation to reflect the outcomes of the reviews with the approval of the Council.

15.6 The Developer shall comply with the terms of the Plot Travel Plan (or such updated or amended plan as may be agreed by the Developer and Council in writing from time to time) for so long as the Development shall be Occupied.

16. Highway Works and Highway Agreements

16.1 The following Highway Works shall be undertaken or procured by the Developer in accordance with the Detailed Phase Delivery Programme and the Plot Delivery Plan so that the relevant Work is completed not later than the relevant "Completion Date" in the following table PROVIDED THAT where the completion date is Practical Completion of a Plot there shall be no residential Occupation of that Plot until the relevant Highways Works have been completed AND PROVIDED FURTHER THAT the works are approved as part of the Highway Works Strategy:

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
A Pedestrians (and cyclists where noted)			
A1		Installation of a new pedestrian and cycle crossing on Walworth Road as shown on Plan 2 in Appendix 8	Practical Completion of Plot H1
A2		Provision of a raised table pedestrian and cycle crossing on Heygate Street as shown on Plan 2 in Appendix 8	Practical Completion of Plot H3 or H2 whichever is the later
A3		Decommissioning and relocation of a pedestrian crossing on New Kent Road as shown on Plan 2 in Appendix 8	Practical Completion of Plot H4 or Plot H5 (whichever is the later)
A4		Carrying out works associated with the provision of a new pedestrian crossing on Rodney Road as shown on Plan 2 in Appendix 8	Practical Completion of Plot H13
A5		Works to provide pedestrian refuge remodelling and cycle crossing at the junction of Rodney Road and Heygate Street and Rodney Place as shown on Plan 2 in Appendix 8	Practical Completion of Plot H11b or H12 (whichever is the later)
B Junctions and Streets			
B1.1 to B1.7	In conjunction with other items (refer to details)	<p>Provision of:</p> <ul style="list-style-type: none"> - B1.1: a new raised entrance to Elephant Road and - Junctions work at or junctions on: - B1.2: Walworth Road - B1.3: Heygate Street - B1.4: Rodney Place, - B1.5: Wansey Street - B1.6: New Kent Road - B1.7: Content Street <p>as shown on Plan 2 in Appendix 8</p>	<ul style="list-style-type: none"> - B1.1: Elephant Road: Upon Practical Completion of Plot H1 - B1.2: Walworth Road between Plot H1 and H2: Upon Practical Completion of either Plot H1 or Plot H2 (whichever is the earlier) - B1.3a: Heygate Street (north) between Plots H2 and H7: Upon Practical

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
			<p>Completion of either Plot H2 or H7 (whichever is the earlier)</p> <ul style="list-style-type: none"> - B1.3b: Heygate Street (north) access to Plot H7: Upon Practical Completion of Plot H7 - B1.3c: Heygate Street (south) access to Plot H3: Upon Practical Completion of Plot H3 - B1.3d: Heygate Street (south) between Plot H3 and H6: Upon Practical Completion of Plot H3 or H6 (whichever is the earlier) - B1.3e: Heygate Street (south) between Plot H6 and H10: Upon Practical Completion of Plot H6 or H10 (whichever is the earlier)

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
			<p>earlier)</p> <ul style="list-style-type: none"> - B1.4: Rodney Place between Plots H11a and H11b: Upon Practical Completion of Plots H4, H11a or H11b whichever is the earlier - B1.5: Wansey Street access to Walworth Square and Wansey Street vehicle turning area between H3 and H6: In conjunction with items B4 ,C6and C8 and on Practical Completion of Plot H3 - B1.6a: New Kent Road access to Plot H5: Upon Practical Completion of Plot H5 - B1.6b: New Kent Road west of Plot H4: Upon Practical Completion of Plot H4 - B1.7: Content Street access to Plot H13:

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
			Upon Practical Completion of Plot H13
B2		Works associated with the provision of a new signalised junction on Heygate Street as shown on Plan 2 in Appendix 8	On Practical Completion of Plot H6 or Plot H7 (whichever is the later)
B3		Works to provide a new raised table junction on Rodney Place and Heygate Street together with the footway on the western side of Rodney Place as shown on Plan 2 in Appendix 8	On Practical Completion of Plot H11a or Plot H11b (whichever is the later)
B4		Works to provide a new raised table junction on Wansey street linking Wansey street to Brandon Street and removal of the existing vehicle turning area at the eastern end of Wansey Street as shown on Plan 2 in Appendix 8	In conjunction with items B1.5, C6 and C8 and on Practical Completion of Plot H3
B5		Works to provide a western side footway on Rodney Place associated to carriageway works on Rodney Place as shown on Plan 2 in Appendix 8	Practical Completion of Plot 11a
B6	C3 and C1	Works to provide a new alignment of the signalised junction on Heygate Street and Walworth Road, with changed line marking on Walworth Road to deliver advanced cycle stop line provision as shown on Plan 2 in Appendix 8	Prior to the Implementation of Plot H1 or Plot H2 whichever is the earlier and in any case prior to the removal of the Walworth Road bus stop (item C3)
B7		Works to the carriageways on Heygate Street as shown on Plan 2 in Appendix 8	Practical Completion of Plot H2 or H7 or H11b (whichever is the later)

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
C Other			
C1		Changes to road markings associated with consequential works on Heygate Street and changes to Heygate street bus lane line marking to incorporate west bound cycle lane within bus lane as shown on Plan 2 in Appendix 8	Prior to the Implementation of Plot H1 or Plot H2 whichever is the earlier And in any case Prior to the construction of the Walworth Road access between Plot H1 and H2
C2	C3	Provision of new bus stops including bus shelters on Heygate Street, as shown on Plan 2 in Appendix 8	Prior to the removal of the Walworth Road bus stop (C3) Prior to the Implementation of Plot H1 or Plot H2 whichever is the earlier and in any case prior to the construction of the Walworth Road access between Plot H1 and H2
C3	C1 and B6	Removal of Walworth Road southbound bus stop and associated road markings as shown on Plan 2 in Appendix 8	Prior to the Implementation of Plot H1 or Plot H2 whichever is the earlier and in any case prior to the construction of the Walworth Road access between Plot H1 and H2 and in any event not prior to completion of C2 Highway Works
C4		Works to provide servicing bays on: - C4.1: Rodney Road - C4.2: Rodney Place - C4.3: Heygate Street	- C4.1: Rodney Road: Practical Completion

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
		as shown on Plan 2 in Appendix 8	of Plot H12 - C4.2: Rodney Place: Upon Practical Completion of Plot H11a - C4.3: Heygate Street: Upon Practical Completion of the adjacent Plot (H6, H7 and H11b)
C5		Improvement to the cycle lane and resurfacing of the footway on New Kent Road as shown on Plan 2 in Appendix 8	Practical Completion of Plot H4 and H5 (whichever is the earlier)
C6		Works required to deliver raised table surface and other associated improvements to Wansey Street as shown on Plan 2 in Appendix 8	On Practical Completion of Plot H3 and in conjunction with items B1.5, B4 and C8
C7		Works required to deliver raised table surface and other associated improvements to Elephant Road as shown on Plan 2 in Appendix 8	Practical Completion of Plot H1
C8		Works required to deliver line marking and surface and other associated improvements to Brandon Street and Wansey Street as shown on Plan 2 in Appendix 8	In conjunction with items B1.5, C6 and C8 and on Practical Completion of Plot H3
X1		Resurfacing of existing footways adjacent to Plot H1 on Elephant Road and Walworth Road	Practical Completion of Plot H1
X2		Resurfacing of existing footway of Walworth Road adjacent to Plot H2	Practical Completion of Plot H2
X3		Resurfacing of existing footway of Walworth Road adjacent to Plot H3	Practical Completion of Plot H3
X4		Resurfacing of existing footway of Wansey Street adjacent to Plot H6	On Practical Completion of Plot H6
X5.a - X5.d		Works on one (1) out of four (4) potential locations on Walworth Road to facilitate	Practical Completion of

Reference (see Plan 2 in Appendix 8)	Works to happen concurrently	Description of Highways Works	Completion Date
		<p>the safe and convenient access to and from a signed, convenient and reasonably direct north-south cycle route between Walworth Road and New Kent Road in the vicinity of Meadow Row to be explored further with Southwark Council</p> <p>Potential locations as follows: X5.a) south of H3; X5.b) at the Heygate Street junction; X5.c) between H1 and H2; X5.d) north of H1 at the junction with Elephant Road</p>	Plot H1 or Plot H2 or Plot H3 or Plot H4 (whichever is latest of the plots relevant to the route)

16.2 Prior to the Implementation of the first Phase of the Development the Developer shall submit to the Council and Transport for London for written approval by the Council and Transport for London respectively the Highway Works Strategy which shall provide a site wide strategy identifying the Highway Works and setting out a programme for their delivery which accords with the Phasing Plan, the table at **sub-paragraph 16.1 of Schedule 3** which requires the Highway Works to be carried out and completed in conjunction with associated Plots as shown on Phase 1 Key Phase Infrastructure Works, Phase 2 Key Phase Infrastructure Works, Phase 3 Key Phase Infrastructure Works, Phase 4 Key Phase Infrastructure Works and Phase 5 Key Phase Infrastructure Works, and which demonstrates that the carrying out of the Highway Works can be achieved without undue impacts on the surrounding highway and transport network (including impacts on cyclists and pedestrians and the public transport network) PROVIDED THAT such Highway Works Strategy shall be updated by the Developer and/or may be amended or varied from time to time by the Developer with the written agreement of the Council and Transport for London and FURTHER PROVIDED that in the event that the Detailed Phase Delivery Programme is amended as a result of a change to the Phasing Plan the Developer shall submit a revised table in **sub-paragraph 16.1** above for the approval of the Council and Transport for London.

16.3 Subject to **paragraph 16.5** the Highway Works shall be carried out and completed by the Developer in accordance with the relevant Detailed Phase Delivery Programme and the Plot Delivery Plan.

16.4 The Developer shall in accordance with the Highway Works Strategy and the relevant Detailed Phase Delivery Programme submit to the Council and/or Transport for London (as the case may be) for approval by the Council and/or Transport for London (as the case may be) for the road in question the detailed drawings and materials specifications for the Highway Works including details of the estimated costs of the said Highway Works.

16.5 Prior to the Implementation of the relevant Phase(s) as shown on the Phasing Plan the Developer shall enter into a Section 38 and/or 278 Agreement (as the case may be) with the relevant Highway Authority in respect of the Highway Works included in such Phase(s) including such bond or other financial deposit guarantee or security as may reasonably be required by the relevant Highway Authority to provide acceptable security for the execution and completion of the relevant Highway Works.

17. Pedestrian Routes and Cycle Routes

17.1 Prior to the Implementation of the first Phase the Developer shall submit to and obtain written approval from the Council and Transport for London (in relation to cycle routes only) for a site wide strategy showing the proposed Cycle Routes and Pedestrian Routes for the Development (to be in general accordance with **Plan 4** in **Appendix 8**) such strategy to include a general programme for the provision of such routes PROVIDED THAT such site wide strategy may be amended from time to time with the written approval of the Council and Transport for London.

17.2 The Developer shall provide the maximum of two sign posted and/or waymarked convenient and direct cycle routes as a combination of carriageway of a public highway an unadopted street and/or shared surface as appropriate as generally indicated on the **Plan 4** in **Appendix 8** by the broken purple lines.

17.3 The Pedestrian Routes and the Cycle Routes shall be included in the relevant Detailed Phase Delivery Programmes and (where relevant) the relevant Plot Delivery Plans and shall be carried out and completed in accordance with the relevant approved Detailed Phase Delivery Programmes and relevant approved Plot Delivery Plans.

18. Cycle Hire

18.1 With each relevant Reserved Matters Application which includes Key Phase Infrastructure Works for a relevant Phase the Developer shall submit to the Council and to Transport for London for their written approval a Cycle Hire Scheme setting out proposals for expanded and new Cycle Hire Docking Stations relevant to the Phase or Phases contained in that Reserved Matters Application in accordance with the principles contained in this Deed together with a timetable for delivery of such Cycle Hire Docking Stations. Such Cycle Hire Scheme shall demonstrate how the proposals contribute on an appropriate basis to the overall provision of an additional 90 Cycle Docking Points to serve both the Development and the Rodney Road Development in three or four Cycle Hire Docking Stations in and around the Development in the locations shown on **Plan 4** in **Appendix 8** or at such other suitable locations in or around the Site as may be approved by the Council and Transport for London as part of the Cycle Hire Scheme from time to time (such three or four Cycle Hire Docking Stations to include the 90 additional Cycle Hire Docking Points as well as any necessary Cycle Hire Docking Points to replace those to be relocated from Wansey Street where relevant).

18.2 The Cycle Hire Scheme shall include:

- 18.2.1 a plan identifying the boundaries of the proposed sites for the expanded and/or new Cycle Hire Docking Stations relevant to the Reserved Matters Application which includes Key Phase Infrastructure Works in the locations shown on **Plan 4 in Appendix 8** unless and to the extent that it is otherwise agreed with Transport for London;
- 18.2.2 details of the Phase which will comprise the installation and delivery (including any existing Cycle Hire Docking Station relocation) of the proposed Cycle Hire Docking Stations in accordance with the relevant Detailed Phase Delivery Plan and the relevant Key Phase Infrastructure Works (or any relevant amendments thereof agreed from time to time by the Council and Transport for London);
- 18.2.3 details of the specification and scope of works of preparation for and installation of the respective Cycle Hire Docking Stations and Cycle Hire Docking Points comprised in the relevant Reserved Matters Application with appropriate details as to those elements and works which shall to be delivered by the Developer and those which are anticipated to be delivered by Transport for London or their contractors and/or suppliers;
- 18.2.4 details of how pedestrian and cycle access as well as servicing maintenance and other reasonable operational access to the relevant Cycle Hire Docking Station will be provided and managed;
- 18.2.5 details of the relocation of the existing Cycle Hire Docking Stations where relevant including the Cycle Hire Docking Points at Wansey Street;
- 18.2.6 details of how the relevant proposed site of the Cycle Hire Docking Station within the relevant Phase will be safeguarded in accordance with **sub-paragraph 18.3** until the relevant Cycle Hire Docking Stations are delivered as part of the relevant Phase in accordance with the relevant Detailed Phase Delivery Programme.

- 18.3 Following receipt from the Council and Transport for London of written approvals of the Cycle Hire Scheme the approved location shall be safeguarded for the Cycle Hire Scheme PROVIDED THAT the location and timetable for delivery of the Cycle Hire Docking Stations may be varied or amended from time to time with the prior written agreement of the Council and Transport for London.
- 18.4 At least seven months prior to the date of the proposed installation of any of the Cycle Hire Docking Stations in accordance with the approved Cycle Hire Scheme Transport for London shall provide in writing to the Developer a Cycle Hire Cost Estimate which shall include a cost estimate (together with reasonable supporting information) in respect of the provision of such Cycle Hire Docking Station.

18.5 Upon receipt of the Cycle Hire Cost Estimate for each of the proposed installation of the Cycle Hire Docking Stations the Developer shall no later than six months prior to the date of the relevant proposed installation of such Cycle Hire Docking Station pay to the Council or Transport for London (or as Transport for London may direct in writing) the Cycle Hire Costs as specified in the Cycle Hire Cost Estimate for that relevant proposed Cycle Hire Docking Station PROVIDED THAT the Developer's total aggregate liability under this paragraph shall not exceed the Cycle Hire Cost Cap for the provision of all Cycle Hire Docking Stations under this Deed and PROVIDED FURTHER THAT such sums to be paid by the Developer pursuant to the Cycle Hire Cost Estimate for each of the proposed installation of such Cycle Hire Docking Stations shall be reduced appropriately in the event that the Cycle Hire Scheme as agreed by Transport for London requires the Developer to carry out any works of preparation for the relevant Cycle Hire Docking Station (and in that event the agreed programme for delivery of such preparatory works shall be detailed in the relevant Cycle Hire Scheme and the relevant Detailed Phase Delivery Programme).

18.6 As soon as reasonably practicable after completion of the installation and the initial 12 months' maintenance and servicing period in respect of each of the Cycle Hire Docking Stations (in accordance with the approved Cycle Hire Scheme) Transport for London shall send to the Developer the Cycle Hire Actual Cost Notice setting out the Cycle Hire Actual Costs in respect of such Cycle Hire Docking Station.

18.7 In the event that the Cycle Hire Actual Costs in respect of a Cycle Hire Docking Station are lower than the amount paid by the Developer in accordance with **paragraph 18.5** Transport for London shall pay within two months the difference between the amount so paid by the Developer and the Cycle Hire Actual Costs to the Developer.

18.8 In the event that the Cycle Hire Actual Costs are higher than amount paid by the Developer in accordance with **sub-paragraph 18.5** the Developer shall pay to Transport for London within two months the difference between the amount so paid by the Developer and the Cycle Hire Actual Costs PROVIDED THAT the Developer's total aggregate liability for Cycle Hire Costs under this **paragraph 18** shall not exceed the Cycle Hire Cost Cap for the provision of all Cycle Hire Docking Stations under this Deed.

18.9 The Developer shall allow Transport for London access to the locations and site of the relevant Cycle Hire Docking Stations as identified in the agreed Cycle Hire Scheme (and any other parts of the site as may be reasonable or necessary) to allow Transport for London to construct, install, renew, repair and carry out the management and maintenance and other necessary works for the installation construction and operation of the Cycle Hire Docking Stations comprised in the Cycle Hire Scheme including the existing Cycle Hire Docking Station at Wansey Street or any relocation thereof.

18.10 Following completion of the installation by Transport for London of the relevant Cycle Hire Docking Station(s) as agreed in the Cycle Hire Scheme the Developer shall (in accordance with the details agreed in the Cycle Hire Scheme and the documents approved thereunder) allow members of the public access to the Cycle Hire Docking Station(s) and the Cycle Hire Docking Points as necessary for them to use the Cycle Hire Docking Stations and shall not (unless as may be necessary in the case of emergency or for reasons of public safety) obstruct or prohibit or restrict the use of the Cycle Hire Docking Stations by members of the public or duly authorised persons and their vehicles carrying out any actions of repair, renewal, maintenance or management of the Cycle Hire Docking Station and the Cycle Hire Docking points.

19. Bus Stand and Bus Service Enhancement

19.1 No sooner than 2 years from the date of this Deed Transport for London may serve the Bus Service Commitment Date on the Developer.

19.2 Upon receipt of the Bus Service Commitment Notice the Developer may elect prior to the Bus Service Commitment Date (and no later than the sixth anniversary of the date of this Agreement) to either:

19.2.1 not provide the Bus Stand on the Site and pay on the dates specified in **sub-paragraph 19.5** the Bus Contribution in accordance with **sub-paragraph 19.3.1** below; or

19.2.2 confirm in writing to Transport for London the relevant details that it intends to provide the Bus Stand on the Site as part of the Development and submit and secure the written approval of Transport for London in accordance with **sub-paragraph 19.4** and pay on the dates specified in **sub-paragraph 19.5** the Bus Contribution in accordance with **sub-paragraph 19.3.2** below

19.3 The Developer shall pay the Bus Contribution to the Council calculated on the following basis:

19.3.1 If the Developer has elected to not provide the Bus Stand on the Site and to pay the Bus Contribution under **sub-paragraph 19.2.1** above the Bus Contribution shall be the sum of two million and two hundred thousand pounds (£2,200,000) to enable Transport for London to provide the Bus Service Enhancement without a Bus Stand on the Site PROVIDED THAT the said sum of £2,200,000 shall be reduced if the costs of providing the Bus Service Enhancement as set out in the Sponsored Route Agreement are less than £2,200,000 and PROVIDED FURTHER that such figure shall be reduced further by the amount of Other Bus Service Enhancement Contributions and for the avoidance of doubt shall include the contribution the Council has received from the St Mary's Development towards the provision of the Bus Service Enhancement;

19.3.2 If the Developer has elected to provide the Bus Stand on the Site as part of the Development and to pay the Bus Contribution under **sub-paragraph 19.2.2** above the Bus Contribution shall be the sum of one million and one hundred thousand pounds (£1,100,000) (subject to BCIS All in Tender Price Indexation) PROVIDED THAT the said sum of £1,100,000 shall be reduced if the costs of providing the Bus Service Enhancement as set out in the Sponsored Route Agreement are less than £1,100,000 and PROVIDED FURTHER that such figure shall be reduced further by the contribution the Council has received from the St Mary's Development towards the provision of the Bus Service Enhancement

19.4 If the Developer shall prior to the Bus Service Commitment Date decide to provide the Bus Stand on the Site then it shall no later than the sixth anniversary of the date of this Agreement have agreed in writing with the Council and Transport for London the following details in relation to the Bus Stand (having previously submitted its proposed plans information and other material as may reasonably be required by the Council and Transport for London to assess such details):

- 19.4.1 the precise site and area of the proposed Bus Stand
- 19.4.2 the plans and details of the Bus Stand including layout the toilet accommodation the access and egress between it and the public highway and the bus turning route and other facilities and features required in accordance with the Bus Stand Specification; and
- 19.4.3 the lease or tenancy and/or other terms occupation (which shall be in accordance with the Bus Stand Specification) to enable Transport for London and its employees contractors or licensees and (save in respect of the toilets and other facilities intended to be provided for Transport for London staff bus operator staff and contractors only) members of the public to use and operate the Bus Stand from a date no later than the seventh anniversary of the Implementation of the Development as part of the public transport network at a peppercorn rent and for such term or period as they may reasonably require including (unless the Bus Stand is entirely located within the public highway) a term of 125 years terminable by notice if and to the extent that the Bus Stand is no longer required by Transport for London;

and the Council and Transport for London shall diligently proceed to consider the aforesaid information provided by the Developer and shall not unreasonably delay or withhold their approval to the details so proposed by the Developer PROVIDED (FOR THE AVOIDANCE OF DOUBT) THAT Transport for London shall be entitled to withhold such approval if and to the extent that either (a) the sixth anniversary of the date of this Deed shall have passed before approval of the details proposed by the Developer under this sub-paragraph or (b) the arrangements proposed by the Developer shall not be demonstrated to make the Bus Stand and the accesses to it and the facilities comprised in it fully available for use and operation by a date which is no later than the seventh anniversary of the Implementation of the Development or (c) the details proposed by the Developer do not accord with the Bus Stand Specification.

- 19.5 The Developer shall pay the Bus Contribution in five equal annual instalments (subject to BCIS All in Tender Price Indexation) the first such instalment being payable on the seventh anniversary of the Implementation of the Development and the four following instalments being paid respectively on each of the four following anniversaries after that date unless reductions may be necessary in accordance with **sub-paragraphs 19.3.1 and 19.3.2** above
- 19.6 The Developer shall provide the Bus Stand in accordance with the details approved in writing by the Council and Transport for London pursuant to **sub-paragraph 19.4** above such that it can be used by buses and drivers no later than the seventh anniversary of the Implementation of the Development or such different date as may be agreed by Transport for London the Council and the Developer.

20. Park Area Strategy

- 20.1 The Developer covenants that at least four months prior to the submission of the first Reserved Matters Application for one of either of Plots H4, H5, H1 or H7 it shall establish and thereafter engage with the Parks Advisory Group in accordance with the terms of reference at **Appendix 6**.
- 20.2 The Developer covenants that three months prior to submission of first Reserved Matters Application for one of either of Plots H4, H5, H1 or H7 the Developer shall submit to the Council for approval an overall Park Area Strategy informed by the Park Area Masterplan.
- 20.3 The Park Area Strategy shall include:
 - 20.3.1 the proposed specification general arrangement of facilities and approach to the implementation of the Park Area in conjunction with the implementation of the Plot or relevant Plots;
 - 20.3.2 a programme for the implementation of the Park Area pursuant to the Phasing Plan;
 - 20.3.3 the proposed specification and general arrangements for the delivery of the permanent arrangements within the Park Area provided within the Park Area or elsewhere within the Development;
 - 20.3.4 the proposed management and maintenance arrangements for the Park Area during construction of the Development and following Practical Completion of the Park Area.
- 20.4 The Developer covenants to deliver a minimum of 0.4 hectare of the Park Area in accordance with the approved Park Area Strategy (and subject to an agreed programme of delivery and completion identified as part of the approved Park Area Strategy) following the Implementation of any individual Plot shown as Plots H1, H4, H5 and H7 on **Plan 5 at Appendix 8**.

- 20.5 The Park Area shall be completed in accordance with the approved Park Area strategy and no more than 50% of the Dwellings in the adjacent Plots H1, H4, H5 or H7 (whichever is Implemented first) shall be Occupied unless and until the relevant 0.4ha of the Park Area has been completed.
- 20.6 The Developer further covenants to deliver the entire Park Area in accordance with the approved Park Area Strategy following the Implementation of both the Plots to the north of the Park Area (shown as Plots H4 and H5 on **Plan 5 at Appendix 8**) or both of the Plots to the south of the Park Area (shown as Plots H1 and H7 on **Plan 5 at Appendix 8**).
- 20.7 The entire Park Area shall be completed in accordance **sub-paragraph 20.6** above and in accordance with the Park Area Strategy and no more than 50% of the Dwellings in the Plots H4 and H5 or H1 and H7 (whichever two plots are Implemented first) shall be Occupied unless and until the entire Park Area has been completed.
- 20.8 The Developer and the Council hereby agree that the Park Area Strategy may be varied from time to time with the written approval of the Council to reflect the emerging operational requirements of the Development and that such revisions shall be reflected in any necessary amendments and revisions to the relevant Detailed Phase Delivery Programme or Plot Delivery Plan.
- 20.9 Each Reserved Matters Application for one of either of Plots H4, H5, H1 or H7 or for the Park Area itself shall be accompanied by details of the Park Area Strategy to be provided as part of that Plot or Park Area (the "**Reserved Matters Park Strategy**") such submission to be in compliance with the strategy approved pursuant to **sub-paragraph 20.2** of this Schedule.
- 20.10 The Developer covenants that upon the completion of the laying out, construction and/or planting of each part of the Park Area referred to at **sub-paragraph 20.4** of this Schedule to serve notice upon the Council stating that the relevant area has been so completed in accordance with the approved Parks Area Strategy.
- 20.11 Following completion of the Park Area the Developer shall be responsible for or shall procure at no expense to the Council the management and maintenance of the Park Area until such time as the Estate Management Company shall have assumed such responsibility.
- 20.12 The Developer covenants or shall procure that the Estate Management Company covenants:
 - 20.12.1 To manage and maintain the Park Area and keep clean and tidy free from deposits of rubbish or refuse;
 - 20.12.2 To effect and maintain full and adequate insurance cover in respect of claims for injury that may be made by any members of the public; and

20.12.3 To allow the general public free and unobstructed access to use the Park Area.

20.13 The Developer covenants to ensure that the Park Area is available for public use on every day 24 hours a day throughout the year except where agreed with the Council in relation to:

- 20.13.1 closure in case of emergency;
- 20.13.2 temporary closure for maintenance repair renewal cleaning in accordance with the Estate Management Strategy;
- 20.13.3 occasional temporary closure (not exceeding one day's length at any time in any calendar year) unless agreed with the Council for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription of other process of law.

UNLESS agreed further with the Council and PROVIDED THAT closure in the circumstances referred to in **sub-paragraph 20.13** above shall be on not less than five working days prior notice to the Council unless otherwise agreed AND the Developer will not save with the prior written consent of the Council install gates railings or fencing to prevent public access AND PROVIDED FURTHER THAT any such closure shall be of the minimum area and for the minimum period reasonably practicable and the Developer shall all use reasonable endeavours to reopen any area of land closed pursuant to this paragraph as soon as reasonably practicable.

21. Temporary Park Area Strategy

21.1 In the event that the Developer (a) has not commenced the Park Area or (b) has commenced the Park Area but is not delivering the 0.4 hectare of Park Area required under **sub-paragraph 20.4** in accordance with the programme for the implementation of the Park Area contained in the Park Strategy then the Developer covenants that unless otherwise agreed in writing with the Council three months prior to submission of first Reserved Matters Application for one of either of Plots H2, H3, H6, H10, H11a, H11b or H13 the Developer shall submit to the Council the Temporary Park Area Strategy for approval.

21.2 The Developer covenants that prior to the commencement of the preparation of the Temporary Park Area Strategy it shall establish and thereafter engage with the Parks Advisory Group in accordance with the terms of reference at **Appendix 6**.

21.3 The Temporary Park Area Strategy shall include:

- 21.3.1 a programme for the implementation of the Temporary Park Areas pursuant to the Phasing Plan;

- 21.3.2 the proposed specification and general arrangements for the delivery of Temporary Park Areas either within the Park Area or elsewhere within the Development and how they might be delivered in conjunction with surrounding Plots; and
- 21.3.3 the proposed management and maintenance arrangements for the Temporary Park Areas during construction of the Development.

21.4 The Developer covenants that one month prior to the commencement of preparation of the Temporary Park Area Strategy it shall establish and thereafter engage with the Parks Advisory Group in accordance with the terms of reference at **Appendix 6**.

21.5 The Developer covenants to provide a minimum of 0.4 hectare of open park space in temporary locations in accordance with the approved Temporary Park Area Strategy (and subject to an agreed programme of delivery and completion identified as part of the approved Temporary Park Area Strategy) and no more than 50% of the Dwellings in the Plots (shown as Plots H2, H3, H6, H10, H11a, H11b or H13 on **Plan 5 at Appendix 8**) can be Occupied until such time as 0.4 hectares of open park space is provided PROVIDED THAT there shall not be no more than two temporary locations for the Temporary Park Areas during the construction of the Development unless otherwise agreed in writing with the Council.

22. Public Realm

22.1 The Developer covenants that three months prior to submission of first Reserved Matters Application the Developer shall submit for approval to the Council (in consultation with Transport for London in relation to cycle routes only) the Public Realm Strategy for the delivery of the Public Realm.

22.2 The Public Realm Strategy shall include:

- 22.2.1 the proposed specification, general arrangement of facilities, and approach to the implementation of the Public Realm in conjunction with the implementation of the Plots;
- 22.2.2 the proposed specification and arrangements for how the delivery of alternative and temporary Public Realm areas within the Development might be delivered in conjunction with surrounding Plots, and Park area and Highways;
- 22.2.3 the proposed management and maintenance arrangements for the Public Realm and any temporary Public Realm during construction of the Development and following Practical Completion of the Public Realm;
- 22.2.4 A programme for the implementation of the Public Realm and temporary Public Realm.

- 22.3 The Developer shall not Implement the Development until the Public Realm Strategy has been approved in writing by the Council (in consultation with Transport for London in relation to cycle routes only).
- 22.4 The Developer and the Council hereby agree that the Public Realm Strategy may be varied from time to time with the written approval of the Council to reflect the emerging operational requirements of the Development and that such revisions shall be reflected in any necessary amendments and revisions to the Plot Delivery Plan;
- 22.5 Each Reserved Matters Application pursuant to the Planning Permission for a Plot shall be accompanied by details of the Public Realm to be provided as part of that Plot or cluster of Plots ("the Reserved Matters Public Realm Scheme") such submission to be in compliance with the strategy approved pursuant to **sub-paragraph 22.1** of this **Schedule 3**.
- 22.6 The Developer shall not Implement any Plot until the Reserved Matters Public Realm Scheme for that Plot has been approved in writing by the Council.
- 22.7 The Public Realm Works shall be carried out in accordance with the details approved under **sub-paragraphs 22.1** and **22.5** of this Schedule and the Developer covenants to secure the early provision of and public access to each part or constituent part of the relevant area of Public Realm to the satisfaction of the Council prior to Occupation of the relevant Plot as may be agreed from time to time in consultation with the Council unless otherwise agreed under **sub-paragraph 22.4**.
- 22.8 The parties further agree that the approved Public Realm in connection with any Plot may be partially completed where the completion of any element of Public Realm Works in connection with that Plot or at the boundary of the relevant Plot would impede, conflict with or risk public safety in connection with the development of that Plot or any future development activity associated with any adjacent Plot PROVIDED THAT the Council's written approval shall be obtained in respect of any such partial completion and FURTHER PROVIDED THAT any incomplete Public Realm Works relating to an earlier Plot must be completed in conjunction with the further Public Realm Works relating to the relevant adjacent Plot and prior to Occupation of such adjacent Plot.
- 22.9 The Developer covenants that upon the completion of the laying out, construction and/or planting of each part of the Public Realm referred to at **sub-paragraph 22.2** of this **Schedule 3** it shall serve written notice upon the Council stating that the relevant area has been so completed in accordance with the details approved under **sub-paragraph 22.1** of this **Schedule 3**.
- 22.10 Following completion of the Public Realm the Developer shall be responsible for or shall procure at no expense to the Council the management and maintenance of the Public Realm until such time as the Estate Management Company shall have assumed such responsibility.
- 22.11 The Developer covenants or shall procure that the Estate Management Company covenants:
 - 22.11.1 To manage and maintain the Public Realm;

- 22.11.2 To effect and maintain full and adequate insurance cover in respect of claims for injury that may be made by any members of the public; and
- 22.11.3 To allow the general public free and unobstructed access to use the Public Realm, subject to the Estate Management Strategy.

22.12 The Developer covenants to ensure that the Public Realm is available for public use on every day 24 hours a day throughout the year except where agreed with the Council in relation to:

- 22.12.1 closure in case of emergency;
- 22.12.2 temporary closure for maintenance repair renewal cleaning and other programmed activities and events in accordance with the Estate Management Strategy
- 22.12.3 occasional temporary closure (not exceeding one day's length at any time in any calendar year) unless agreed in writing with the Council 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.

UNLESS agreed further with the Council PROVIDED THAT closure in the circumstances referred to in **sub-paragraph 22.12** above shall be on not less than five Working Days prior notice to the Council unless otherwise agreed AND the Developer will not save with the prior written consent of the Council install gates railings or fencing to prevent public access AND PROVIDED FURTHER THAT any such closure shall be of the minimum area and for the minimum period reasonably practicable and the Developer shall all use reasonable endeavours to re-open any area of land closed pursuant to this paragraph as soon as reasonably practicable.

23. Children's Play Provision

23.1 Prior to the Implementation of the Development the Developer shall submit for approval in writing the Children's Play Provision Strategy for the Development.

23.2 The Children's Play Provision Strategy shall include:

- 23.2.1 the proposed specification, general arrangement of facilities, and approach to the implementation of the Children's Play Provision in conjunction with the Implementation of each Plot in which Children's Play Provision is proposed.
- 23.2.2 the proposed specification and arrangements for the delivery of any temporary Children's Play Provision within the Development and how the same might be delivered in conjunction with surrounding Plots and Public Realm.
- 23.2.3 the proposed management and maintenance arrangements for the Play Provision and any temporary Children's Play Provision during construction of the Development and following Practical Completion of the same.

23.2.4 A programme for the implementation of the Children's Play Provision and temporary Children's Play Provision.

23.3 The Developer and the Council hereby agree that the Children's Play Provision Strategy may be varied from time to time with the written approval of the Council to reflect the emerging operational requirements of the Development and that such revisions shall be reflected in any necessary amendments and revisions to the relevant Plot Delivery Plans.

23.4 Each Reserved Matters Application for a Plot shall be accompanied by details of the Children's Play Provision to be provided as part of that Plot ("Reserved Matters Play Provision") such submission to be in compliance with the Children's Play Provision Strategy approved pursuant to **paragraph 23.1** of this **Schedule 3**.

23.5 The Children's Play Provision shall not be constructed other than in accordance with the details approved under **paragraph 23.1** of this **Schedule 3** and the Developer shall secure the provision of and public access to each part or constituent part of the relevant area of Children's Play Provision prior to the Occupation of the relevant Plot as may be agreed in writing with the Council.

23.6 The Developer covenants that upon the completion of the laying out, construction and/or planting of each part of the Children's Play Provision referred to at **paragraph 23.4** of this **Schedule 3** to serve written notice on the Council stating that the relevant area has been so completed in accordance with the details approved under **paragraph 23.2** of this **Schedule 3**.

23.7 Following completion of the Children's Play Provision the Developer covenants to be responsible for or to procure at no expense to the Council the management and maintenance of the Children's Play Provision until such time as the Management Entity shall have assumed responsibility for the same.

24. Health Facility

24.1 On submission of each Reserved Matters Application the Developer shall calculate the Health Contribution for the Plot or Plots comprised in that Reserved Matters Application based on the number of Dwellings contained in such Reserved Matters Application and submit the calculation to the Council for approval.

24.2 Prior to the Occupation of the 750th Dwelling the Developer at its own election shall either:

24.2.1 confirm in writing to the Council that it intends to deliver the Health Facility and submit and secure the written approval of the Council for the Health Facility Specification in accordance with the requirements identified in the Developer's discussions with the Primary Care Trust; or (as the case may be)

24.2.2 pay the first part of the Health Contribution to the Council such payment to be calculated on the basis of the first 750 Dwellings.

24.3 The Developer shall not Occupy more than 750 Dwellings unless it has either confirmed to the Council that it intends to deliver the Health Facility in accordance with **sub-paragraph 24.2.1** or paid the first part of the Health Contribution in accordance with **sub-paragraph 24.2.2** and the Council has confirmed receipt of the confirmation or contribution.

24.4 In the event the Developer elects to provide the Health Facility in accordance with **sub-paragraph 24.2.1** it shall provide evidence that the construction of the Health Facility and negotiations with the Primary Care Trust are ongoing at six monthly intervals from the date of such election PROVIDED THAT in the event that there is no realistic prospect of the Health Facility reaching Practical Completion prior to Occupation of the 1800th Dwelling the Council may (unless otherwise agreed in writing by the Council and the Developer) request payment of part of the Health Contribution calculated on the basis of the number of Dwellings Occupied as at the date of the written request by the Council which shall be paid by the Developer to the Council within 28 days of such written request in which case any obligation to provide the Health Facility contained in this **paragraph 24** shall cease and FURTHER PROVIDED THAT if the Council has not made a request for payment pursuant to this paragraph but the Health Facility has not been Completed prior to Occupation of 1800 Dwellings the Developer shall pay the Health Contribution based on 1800 Dwellings prior to Occupation of the 1800th Dwelling.

24.5 Where the Council has issued a written request for payment of the Health Contribution pursuant to **sub-paragraph 24.4** above the Developer shall not Occupy any subsequent Plot following such written request until the Plot Health Contribution has been paid for that Plot.

24.6 Prior to the Occupation of the 1800th Dwelling the Developer shall if it is proceeding to deliver the Health Facility pursuant to **sub-paragraph 24.2.1** complete the construction of the Health Facility in accordance with the approved Health Facility Specification and transfer the completed Health Facility on market terms for a D1 medical use as soon as possible thereafter to the Primary Care Trust and furthermore the Developer shall not Occupy more than 1800 Dwellings until the Health Facility has been completed and the Council has given written notice of the fulfilment of the obligation;

24.7 In the event that:

24.7.1 the Developer has elected not to provide the Health Facility and pays the first Health Contribution on the Occupation of 750 Dwellings pursuant to **sub-paragraph 24.2.2** above; or

24.7.2 there is no prospect of the Health Facility being completed prior to Occupation of the 1800th Dwelling as stated in **sub-paragraph 24.4** or the Health Facility has not been completed prior to the Occupation of the 1800th Dwelling;

thereafter the Developer shall pay on a Plot by Plot basis on the Occupation of the first Dwelling in the relevant Plot the Plot Health Contribution calculated on the basis of the number of Dwellings in that Plot and the Developer covenants not to Occupy a Plot unless the Plot Health Contribution has been paid to the Council in respect of that Plot PROVIDED THAT where the Occupation of the 750th and/or 1800th Dwelling occurs (and the consequent payment or payments under **sub-paragraphs 24.2.2 and/or 24.4** is or are made) part way through the development of a Plot then to the Plot Health Contribution to be made in respect of the subsequent Plot shall be added a sum representing the number of Dwellings in the preceding Plot which were not included in the calculation of the payment made under **sub-paragraphs 24.2.2 and/or 24.4**.

- 24.8 Upon Practical Completion of the Health Facility the Developer shall submit to the Council the Health Facility Actual Costs.
- 24.9 In the event that the Health Facility Actual Costs are less than the Health Contribution the Developer shall pay within 2 calendar months the difference between the Health Contribution and the Health Facility Actual Costs to the Council for the provision health facilities in the vicinity of the Development.

25. Community Space

- 25.1 On submission of each Reserved Matters Application the Developer shall calculate the Community Space Contribution for the Plot or Plots comprised in that Reserved Matters Application based on the number of Dwellings contained in such Reserved Matters Application and submit the calculation to the Council for approval.
- 25.2 Prior to the Occupation of the 750th Dwelling the Developer shall confirm in writing to the Council the quantum of Community Space it intends to deliver and submit and secure the written approval of the Council for the Community Space Specification.
- 25.3 The Developer shall not Occupy more than 750 Dwellings unless it has secured the written approval from the Council of the Community Space Specification.
- 25.4 The Community Space Specification shall include:
 - 25.4.1 the proposed location(s) and size of the Community Space;
 - 25.4.2 a management plan detailing the potential uses and users of the Community Space including details of the hours of operation, charges for use and management of the Community Space ("the Community Space Management Plan").
- 25.5 The Developer and the Council agree that the Community Space Specification and location may be varied from time to time with the written approval of the Council to reflect the emerging operational requirements of the Development and that such revisions shall be reflected in any necessary amendments and revisions (as appropriate) to the Detailed Phase Delivery Programme and/or Plot Delivery Plan.

- 25.6 The Developer shall provide the Community Space in an approved location and in accordance with the approved Community Space Specification.
- 25.7 Prior to the Occupation of the 1800th Dwelling the Developer shall complete the construction of the Community Space in accordance with the Community Space Specification and furthermore the Developer shall not Occupy more than 1800 Dwellings until the Community Space has been completed and the Council has given written notice of the fulfilment of the obligation.
- 25.8 The Developer shall notify the Council at least five working days in advance (wherever possible) of all site meetings relating to the construction or equipping of the Community Space.
- 25.9 The Developer shall permit a representative of the Council:
 - 25.9.1 to attend and put forward his views at all site meetings during the course of construction or fitting out of the Community Space; and
 - 25.9.2 on reasonable notice to inspect the Community Space during the course of construction; and
 - 25.9.3 to suggest items for inclusion in any necessary schedule of defects issued to the contractor in respect of construction of the Community Space.
- 25.10 Within one calendar month of the completion and fitting out of the Community Space in accordance with the approved Community Space Specification the Developer shall write to the Council and invite the Council to inspect the Community Space and acting reasonably identify any defects requiring attention.
- 25.11 During the Community Space Maintenance Period the Developer shall rectify any of the defects identified by the Council and shall maintain the Community Space to a reasonable standard.
- 25.12 Within 28 working days of the expiry of the Community Space Maintenance Period the Developer shall write to the Council and invite the Council to inspect the Community Space and if the Council is satisfied (acting reasonably) that the Community Space has been maintained by the Developer in accordance with the approved Community Space Specification throughout the Community Space Maintenance Period to issue the Community Space Certificate.

- 25.13 Within 28 working days of the issue of the Community Space Certificate the Developer shall offer to grant a Long Leasehold interest in the Community Space to the Estate Management Company or such other interest as may be deemed appropriate for the occupiers identified in the Community Space Specification with vacant possession together with all such rights as are necessary for its use and operation and with the benefit of collateral warranties and guarantees as to its construction and subject only to a condition that it shall be used only as a Community Space such grant of the Long Lease or such other interest to take place as soon as practicable after issue of the Community Space Certificate and PROVIDED ALWAYS that following such grant of the Long Lease or other interest the Estate Management Company or the occupiers may from time to time require the payment of a reasonable charge for the use of the Community Space which shall not exceed the charges approved in the Community Space Management Plan.
- 25.14 Upon approval of the final Reserved Matters Application for the final Plot the Developer shall:
 - 25.14.1 submit in writing to the Council the Community Space Contribution Calculation;
 - 25.14.2 submit to the Council a detailed breakdown of the actual costs of construction of the facility ("Community Space Actual Costs").
- 25.15 In the event that the Community Space Actual Costs are less than the Community Space Contribution Calculation the Developer shall pay within 28 days the difference between the Community Space Contribution Calculation and the Community Space Actual Costs to the Council for the provision by the Council of community facilities in the vicinity of the Development.

26. Energy Strategy

- 26.1 Not less than three months prior to Implementation of the Development and in any event one month before the submission of the Plot Specific Energy Strategy the Developer shall submit the Site Wide Energy Strategy for approval by the Council in consultation with the GLA.
- 26.2 The Developer covenants that following the approval of the Site Wide Energy Strategy it shall comply with the Site Wide Strategy in carrying out and completing the Development (including ensuring that each Detailed Phase Delivery Programme and Plot Specific Energy Strategy effectively contribute to the objectives of the Site Wide Energy Strategy).
- 26.3 This Site Wide Energy Strategy shall demonstrate how the Development will achieve the Agreed Renewable Energy Targets and Agreed Carbon Targets in accordance with the principles contained in the Heygate Masterplan Outline Planning Application Energy Strategy PROVIDED THAT if biomethane does not satisfy the Agreed Renewable Energy Targets at the date of submission of the Site Wide Energy Services Strategy and/or the Council's policies require the provision of on site renewable energy the Strategy will provide for the use of an alternative on site renewable energy.

26.4 The Site Wide Energy Strategy shall (in accordance with the Heygate Masterplan Outline Planning Application Energy Strategy) include:

- 26.4.1 a plan showing the planned location of the Energy Centre and timetable for construction of the Energy Centre;
- 26.4.2 details of the Heygate Heat Network and the related infrastructure necessary to connect each Plot and Building (including each part of the Building which is intended to be Occupied or used in connection with such parts of the Building such as lobbies and other internal circulation space where space heating may be required) to the Energy Centre and the anticipated timescale for delivery of such infrastructure;
- 26.4.3 an update on the Developers progress toward agreeing a Concession Agreement with an ESCO together with a mechanism for ensuring that the Developer will inform the Council in writing on a quarterly basis of progress in the negotiations with the ESCO;
- 26.4.4 an update on negotiations and arrangements for the connection of Adjacent Developments to the Energy Centre and the steps taken to enable connection of the Adjacent Developments to the Energy Centre together with a mechanism for ensuring that the Developer will continuously apprise the Council of progress in these negotiations;
- 26.4.5 draft technical specifications for the Energy Centre (which could include a café and education centre) and the Heygate Heat Network;
- 26.4.6 details of how the temporary solutions implemented in respect each Plot that is Completed and Occupied prior to Practical Completion of the Energy Centre will be terminated and how each Plot will be connected with the wider Heygate Heat Network as a permanent solution as soon as the Energy Centre is operational;
- 26.4.7 details of how the temporary solutions implemented in respect of each Plot that is Completed and Occupied prior to Practical Completion of the Energy Centre will be terminated and how each Plot will be connected with the wider Heygate Heat Network as a permanent solution as soon as the Energy Centre is operational;
- 26.4.8 confirmation of the way in which the Developer will report to the Council in relation to the performance of the Energy Centre;
- 26.4.9 details of how First Sufficient Thermal Demand and Second Sufficient Thermal Demand will be measured projected and reported to the Council so as to ensure the timely full commissioning of the Energy Centre and the optimal introduction of combined heat and power units as described in the Heygate Masterplan Planning Application Outline Energy Strategy and the removal of any initial temporary power generation arrangements and their replacement by renewable heat provided by the Energy Centre and the Heygate Heat Network as soon as reasonably practicable; and

26.4.10 a draft timeline showing likely timeframes for connection of each Plot and the Adjacent Developments to the Heygate Heat Network PROVIDED THAT it is recognised that such timeline shall need to be varied from time to time as and when information becomes available from the ESCO.

26.5 The Developer shall not Implement the Development until the Site Wide Energy Strategy has been approved in writing by the Council.

26.6 Not less than 2 months prior to submission of the first Reserved Matters Application for a Plot the Developer shall submit for the Council's approval a Plot Specific Energy Strategy in respect of the proposed Development on that Plot and (a) the Developer shall not Implement the Development on that Plot unless and until it shall have obtained such approval and (b) the Developer shall thereafter duly comply with and observe the approved Plot Specific Energy Strategy.

26.7 The Plot Specific Energy Strategy shall include:

- 26.7.1 details of how the Plot contributes to the Site Wide Energy Strategy in accordance with the Agreed Renewable Energy Targets and Agreed Carbon Targets contained in the Heygate Masterplan Outline Planning Application Energy Strategy PROVIDED THAT if biomethane does not satisfy the Agreed Renewable Energy Targets at the date of submission of the Site Wide Energy Strategy the Site Wide Energy Strategy will provide for the use of an alternative on site renewable energy
- 26.7.2 detailed drawings and specification of temporary works, plant, machinery, technology and materials used to deliver heat to the Plot (including, for example, by temporary combined heat and power boilers prior to the date when the Energy Centre is projected to be commissioned in accordance with the Heygate Masterplan Outline Planning Application Energy Strategy and the Site Wide Energy Strategy);
- 26.7.3 details of when and how the temporary solution for the delivery of heat to the Plot will cease and be replaced and when the supply will be provided by the permanent heat network;
- 26.7.4 details of how the Plot contributes to the Agreed Renewable Energy Target and the Agreed Carbon Targets for the whole Development and whether these can be met using biomethane or an alternative renewable energy source;
- 26.7.5 details of how each Plot contributes to achieving the First Sufficient Thermal Demand or the Second Sufficient Thermal Demand and the estimated timescale for achieving First Sufficient Thermal Demand or Second Sufficient Thermal Demand; and
- 26.7.6 the proposed programme for connection of the Plot to the permanent solution of Heygate Heat Network in accordance with the Site Wide Energy Strategy and the Detailed Phase Delivery Programme.

26.8 The Developer shall:

- 26.8.1 secure the operation and delivery of heat from CHP 1 to occupiers of the Development as soon as First Sufficient Thermal Demand is achieved or on the Occupation of 605 Dwellings in the Development and the Rodney Road Development whichever event is the earliest, and not Occupy more than 605 Dwellings on the Site and the Rodney Road Development (in the aggregate) until CHP 1 has been installed and is delivering heat to Buildings;
- 26.8.2 secure the operation and delivery of heat from CHP 2 to occupiers of the Development as soon as the Second Sufficient Thermal Demand is achieved or on the Occupation of 1222 Dwellings in the Development and the Rodney Road Development whichever event is the earliest, and not Occupy more than 1222 Dwellings in the Development and the Rodney Road Development until CHP 2 has been installed and is delivering heat to the Buildings and thereafter the Heygate Heat Network shall be delivered and brought into operation in accordance with the Site;

PROVIDED THAT in the event that at detailed design stage a more Optimum CHP Provision is identified the Developer shall submit for approval to the Council (in consultation with the GLA) the proposed new Optimum CHP Provision and proposed alternative operation and delivery points to those under **sub-paragraphs 26.8.1 and 26.8.2** for such new Optimum CHP Provision and following such approval being given by the Council details of the new Optimum CHP Provision and alternative operation and delivery points shall be recorded in a memorandum which shall be placed on the public planning register by the Council, a note shall be endorsed by the Council on the copy of this Deed appearing on the public planning register, and the Developer shall update the Site Wide Energy Strategy accordingly.

- 26.9 Prior to Implementation of the Phase which includes the Energy Centre the Developer shall update the Site Wide Energy Strategy to include the detailed design and specification of the Energy Centre which is to be constructed as part of that Phase.
- 26.10 Following the grant of Planning Permission the Developer shall use all reasonable endeavours to complete an Energy Services Contract with an ESCO no later than 12 months after receiving the Council's written approval of the Site Wide Energy Strategy and shall ensure that such agreement contains (inter alia) the following terms:
 - 26.10.1 that the ESCO will connect the Energy Centre to each Building within the Development to supply heat by means of the Heygate Heat Network;

26.10.2 that the ESCO shall use all reasonable endeavours to connect to Adjacent Developments PROVIDED THAT such connection or connections are economically viable and will not have a significantly detrimental impact on the operation of the Heygate Heat Network and the Energy Centre and will safeguard the provision to the Development of the Total Heygate Thermal Demand and PROVIDED FURTHER that in the event that the binding contracts have been entered into between the ESCO and the promoters of any Adjacent Developments for such Adjacent Developments to connect to the Heygate Heat Network then references in **sub-paragraphs 26.8.1** and **26.8.2** to "Dwellings in the Development and the Rodney Road Development" shall be interpreted as including also Dwellings in those Adjacent Developments for which such binding contracts have been entered into;

26.10.3 that the ESCO shall use all reasonable endeavours to connect to the South East London CHP Network if the same is available provided that any connection is economically viable for the ESCO;

26.10.4 that the ESCO shall provide to the Council and the GLA an update on negotiations and arrangements for the connection of Adjacent Developments to the Energy Centre and the steps taken to enable connection of the Adjacent Developments to the Energy Centre together with a mechanism for ensuring that the ESCO will inform the Council in writing on a quarterly basis of progress in these negotiations arrangements and connections subject to the ESCO being able to retain confidential information and in the event that contracts have been entered into between the ESCO and the promoters of any Adjacent Developments for such Adjacent Developments to connect to the Heygate Heat Network then the ESCO shall also provide an update to the Council of the number of Dwellings for the purposes of **paragraph 26** given that "Dwellings in the Development and the Rodney Road Development" are to be interpreted as including also a Dwellings in those Adjacent Developments for which such binding contracts have been entered into;

26.10.5 that the ESCO shall provide to the Council and the GLA an estimate of the total thermal load to be connected to the Energy Centre by the Development and Adjacent Developments at practical completion of the last Dwelling of the Development.

26.11 Where Buildings have been constructed prior to the Completion and bringing into operation of the Energy Centre the Developer will secure or procure the connection of such Buildings to the Energy Centre in accordance with the Site Wide Energy Strategy and FOR THE AVOIDANCE OF DOUBT all Buildings built prior to the construction of the Energy Centre shall be included in the calculation of First and Second Sufficient Thermal Demand.

26.12 The Developer shall ensure that the Energy Centre is thereafter operated and maintained or shall procure the operation and maintenance of the Energy Centre by the ESCO in accordance with the Energy Services Contract and the terms of this Deed.

26.13 The Developer shall (prior to submitting the first Reserved Matters Application for Development within the last Phase) submit a final Site Wide Energy Strategy demonstrating that the Development will meet the Agreed Renewable Target and the Agreed Carbon Targets.

27. Affordable Retail Provision

27.1 Prior to the Implementation of the Development the Developer shall submit the Affordable Retail Unit Strategy for approval by the Council.

27.2 The Developer covenants not to Implement the Development unless and until the Council has approved in writing the Affordable Retail Unit Strategy.

27.3 Prior to or at the same time as the submission of each Reserved Matters Application the Developer shall submit for approval an overall strategy for the delivery of the Affordable Retail Units comprising part of the Plot of Plots which are part of that Reserved Matters Application ("**the Reserved Matters Affordable Retail Unit Strategy**").

27.4 The Developer covenants not to Implement a Plot where Affordable Retail is provided unless and until the Council has approved in writing the Reserved Matters Affordable Retail Unit Strategy.

27.5 Before Occupation of a Plot where Affordable Retail Space is to be provided pursuant to the Reserved Matters Affordable Retail Space Strategy, the Developer shall at its own expense construct and complete in shell form including shop fronts and with service heads (but, for the avoidance of doubt, shall not be obliged to fit out) the Affordable Retail Units in accordance with the scheme approved pursuant to **sub-paragraph 27.3** of this **Schedule 3** in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council.

27.6 The Developer shall not Occupy more than 75% of the total Retail Space in the Development until at least 75% of the Affordable Retail Space has been constructed and completed in shell form, including shop fronts and service heads.

27.7 From Practical Completion of the Affordable Retail Unit the Developer shall notify the Council that it intends to commence marketing of the Affordable Retail Unit and thereafter it shall be marketed for a period of 24 months for rent in the following manner:

27.7.1 Firstly to existing SMEs (but not businesses which operate more than 3 retail outlets) that have been displaced as a result of development within the Elephant and Castle Opportunity Area;

27.7.2 Secondly to new start up SMEs (but not businesses which operate more than 3 retail outlets) based in the Elephant and Castle Opportunity Area

27.7.3 Thereafter to existing SMEs (but not businesses which operate more than 3 retail outlets) based in the Borough.

- 27.8 If after 24 months from the Marketing Commencement Date the Developer has demonstrated to the Director of Planning's reasonable satisfaction (as evidenced by written notice to that effect) that it has used reasonable endeavours to dispose of a Affordable Retail Unit to SMEs based in the Borough but has not succeeded the Developer may market the said Affordable Retail Unit on the open market and such unit shall be released from the obligations in this **sub-paragraph 27.7** of **Schedule 3**.
- 27.9 The Developer shall (acting reasonably and in consultation with the Council) identify a suitable method of marketing the Affordable Retail Units to SMEs based in the Borough provided that the Council shall first approve the proposed tenant in writing having regard to the Affordable Retail Unit Strategy and subject to the financial credibility of the proposed tenant (such financial checks to be carried out by the Developer at its own expense and evidence of which shall be submitted by the Developer to the Council if reasonably required). A Tenant approved by the Council pursuant to this **sub-paragraph 27.9** shall be referred to as an "Approved Tenant".

28. Offer and Lease of the Affordable Retail Unit

- 28.1 Within five Working Days of receiving the Council's written confirmation that an Approved Tenant has been approved, the Developer shall (unless otherwise agreed in writing by the Council in accordance with **sub-paragraph 28.3** below) make an offer in writing to the Approved Tenant to enter into a lease in respect of the Affordable Retail Unit substantially on terms as set out in **Appendix 2**.
- 28.2 Whilst the Developer shall market the Affordable Retail Units on the terms set out at Appendix 2, an Affordable Retail Unit and/or Units may be let out on such revised terms as may be negotiated between the Developer and the Approved Tenant and approved in writing by the Council PROVIDED THAT the rental discount remains unchanged and such revised terms do not thwart or hinder the objective of providing Affordable Retail Units to SMEs based in the Borough.
- 28.3 If the Approved Tenant has not entered into an agreement for lease within 3 months of the written offer of lease pursuant to **sub-paragraph 28.1** above then the Developer may cease negotiations with the Approved Tenant with the written agreement of the Council.
- 28.4 Notwithstanding the provision of **sub-paragraph 28.3** above the Developer shall continue to be obliged to comply with the provisions of this **paragraph 28** in relation to marketing the Affordable Retail Units and in accordance with **sub-paragraph 28.1** above making offers to as many Approved Tenants as may be possible to enter into leases in respect of Affordable Retail Units until the expiry of the marketing period defined in **sub-paragraph 27.7** above.
- 28.5 The Developer shall not be required to let any Affordable Retail Unit to any person or organization who following enquiry of a previous landlord, bank or trade reference appears in the Developer's reasonable opinion (whose opinion is to be notified to the Council) to be:

- 28.5.1 a person who has been made bankrupt in the last 5 years or held a directorship in an organization that has filed for a creditors voluntary arrangement, or been placed in receivership, administration or liquidation in the preceding 5 years
- 28.5.2 a person or organization who in their current commercial accommodation has been found to be persistently late with rent and or service charge payments in the preceding 5 years
- 28.6 Within 5 working days of its occurrence the Developer shall give written notice to the Council of:
 - 28.6.1 the date a written offer has been made to the Approved Tenant under **sub-paragraph 28.1** above
 - 28.6.2 the expiry date for the completion of such a lease
- 28.7 Not less than fourteen (14) days in advance, the Developer shall give notice in writing to the Council of the following:
 - 28.7.1 the anticipated date of Practical Completion of each Affordable Retail Unit; and
 - 28.7.2 the date of the commencement of the marketing period as described in **sub-paragraph 27.7** above.
- 28.8 At quarterly periods following the commencement of the marketing of the Affordable Retail Units the Developer shall prepare and deliver a report to the Council detailing marketing activity undertaken enquiries received Approved Tenants identified offers made to enter into leases of Affordable Retail Units and leases of Affordable Retail Units which have been granted.

29. Wheelchair Accessible Dwellings

- 29.1 The Developer covenants that prior to Implementation of the Development to submit to the Council for approval a site wide strategy for the delivery within the Development of 10% of Dwellings or Habitable Rooms (or a combination of both) as Wheelchair Accessible Dwellings.
- 29.2 On or prior to the submission of a Reserved Matters Application the Developer shall submit an accommodation schedule identifying the number of Wheelchair Accessible Dwellings to be provided within the Plots and Buildings comprised in that Reserved Matters Application.
- 29.3 The Developer shall design and construct all Rented Wheelchair Accessible Affordable Housing so that it is fully accessible to wheelchair users in accordance with the principles of the South East London Housing Partnership Wheelchair Design Guidelines as extant at the date of submission of the relevant Reserved Matters Application.
- 29.4 The Developer shall design all Market Wheelchair Accessible Dwellings and all Shared Ownership Wheelchair Accessible Dwellings in accordance with the Base Specification.

- 29.5 Prior to Implementation of the Development the Developer shall submit to the Council for approval a Wheelchair Accessible Affordable Housing Marketing Scheme for the marketing/disposal of the Shared Ownership Wheelchair Accessible Dwellings and such scheme may be updated or varied from time to time with the written approval of the Council.
- 29.6 The Developer shall use reasonable endeavours to market/dispose of the Shared Ownership Wheelchair Accessible Dwellings in accordance with the approved Wheelchair Accessible Affordable Housing Marketing Scheme to wheelchair users for the Wheelchair Accessible Affordable Housing Marketing Period as part of the Developer's general marketing of the Dwellings in the Development in partnership with the Registered Provider.
- 29.7 Where a wheelchair user has Exchanged Contracts for the purchase of a Market Wheelchair Accessible Dwelling (and submitted a 10% deposit) or a Shared Ownership Wheelchair Accessible Dwelling (and submitted a deposit of the sum stated in the contract) the Developer shall make reasonable adaptations to the relevant Dwelling to meet that wheelchair user's reasonable requirements (which for the avoidance of doubt shall if requested by the purchaser include works to adapt bathrooms so that they have a wet room or a level access shower) and the cost of the additional fit-out shall not be charged to the wheelchair user.
- 29.8 Prior to Implementation of the Development the Developer shall submit the Market Wheelchair Accessible Dwellings Marketing Scheme for the marketing of Market Wheelchair Accessible Dwellings to the Council for approval.
- 29.9 The Developer shall use reasonable endeavours to market the Market Wheelchair Accessible Dwellings in accordance with the Market Wheelchair Accessible Dwellings Marketing Scheme to wheelchair users for the Marketing Period as part of the Developer's general marketing of the Dwellings in the Development.
- 29.10 The marketing referred to in **sub-paragraphs 29.6 and 29.9** above shall be conducted to ensure that the Market Wheelchair Accessible Dwellings and the Shared Ownership Wheelchair Accessible Dwellings are marketed to as wide an audience as possible through the media listed in **sub-paragraph 29.11** and the marketing details shall include separate marketing material specially aimed at wheelchair users which will have indication of room sizes, kitchens, specification.
- 29.11 The Wheelchair Accessible Dwellings shall be advertised in such specialist periodicals aimed at older or less able-bodied readerships as may be agreed with the Council which shall include:
 - 29.11.1 on www.thelittlehousecompany.co.uk
 - 29.11.2 in SAGA magazine or similar London periodical aimed at an older readership
 - 29.11.3 in the "Fifty Plus" free newspaper published by Age Concern Hammersmith & Fulham
 - 29.11.4 in "Disability Now" magazine, and
 - 29.11.5 such other places as agreed with the Council

29.12 If within 6 months of the expiry of the Marketing Period or the Wheelchair Accessible Affordable Housing Marketing Period, there are Market Wheelchair Accessible Dwellings or Shared Ownership Wheelchair Accessible Dwellings for which there has been no Exchange of Contracts (including in the case of the Market Wheelchair Accessible Dwellings the submission of a 10% deposit and in the case of the Shared Ownership Wheelchair Accessible Dwellings the submission of the deposit stated in the relevant contract) with a wheelchair user then such Market Wheelchair Accessible Dwellings and/or Shared Ownership Wheelchair Accessible Dwellings shall not be allocated for wheelchair use and the Developer and/or the Registered Provider may dispose of such Dwellings on the open market subject to the prior written approval of the Council not to be unreasonably withheld or delayed having regard to the evidence submitted pursuant to **paragraph 29.13** below.

29.13 Prior to the Market Wheelchair Accessible Dwellings or the Shared Ownership Wheelchair Accessible Dwellings being disposed of on the open market in accordance with **sub-paragraph 29.12** above the Developer will submit to the Head of Development Management at the Council details of the marketing undertaken pursuant to **sub-paragraphs 29.6** and **29.9** above supported by such evidence as the Council may reasonably require, such information to include the date of first advertisement and first website posting of each Wheelchair Accessible Dwelling and the number of Wheelchair Accessible Dwellings sold.

30. Site Wide Servicing Management Strategy and Servicing Management Plan

30.1 Prior to Implementation of the Development the Developer shall submit for approval by the Council (in consultation with Transport for London) a Site Wide Servicing Management Strategy.

30.2 The Site Wide Servicing Management Strategy shall be developed in coordination with the Site Wide Travel Plan Framework and shall include:

- 30.2.1 details of site wide principles relating to deliveries and servicing arrangements;
- 30.2.2 details of the opportunities for consolidated deliveries across the site; and
- 30.2.3 details of how the principles of the "London Freight Plan - sustainable freight distribution: a plan for London" and associated guidance as published by the Mayor of London and Transport for London (including any revisions or successor documents) will be promoted across the site.

30.3 Prior to Implementation of any Plot the Developer shall submit the Servicing Management Plan for that Plot to the Council for approval.

30.4 The Developer shall not Occupy nor allow Occupation of a Plot until such time as the Council (in consultation with Transport for London) has approved the Servicing Management Plan in respect of that Plot in accordance with the Site Wide Servicing Management Strategy.

30.5 The Developer shall implement the Site Wide Servicing Management Strategy and the Servicing Management Plan as approved unless otherwise varied or amended in writing by the Council.

31. Off Site Trees

31.1 Prior to the Implementation of the Development the Developer shall submit for approval to the Council the Off Site Tree Strategy.

31.2 The Off Site Tree Strategy shall include:

- 31.2.1 the proposed approach to and methodology and phasing for the said tree planting which shall where necessary include surveys and trial pits to establish the feasibility of the location;
- 31.2.2 the proposed species and size of trees and locations (which shall be informed by the trial pits and surveys) for tree planting in the Off Site Tree Area;
- 31.2.3 the proposed management and maintenance arrangements for such trees during the construction of the Development pending such management and maintenance being assumed by any relevant third parties;
- 31.2.4 details including the proposed approach and methodology of the procurement of the trees and works needed to provide the trees in the Off Site Tree Area;
- 31.2.5 details including the proposed approach and methodology of the monitoring and reporting to be undertaken every 2 years from Implementation of the Development by the Developer so that the Council is able to monitor the Developer's performance in delivering the Off Site Tree Strategy in accordance with the Off Site Tree Delivery Requirements.

31.3 The Developer shall not Implement the Development until the Off Site Tree Strategy has been approved by the Council and thereafter the Developer shall use reasonable endeavours to provide the Off Site Trees in accordance with the Off Site Tree Delivery Requirements PROVIDED THAT the Off Site Tree Strategy and the Off Site Tree Delivery Requirements may be varied from time to time with the written approval of the Council to allow the planting of trees of different girth size and/or different planting programme.

31.4 In the event that the Developer fails to meet the Off Site Tree Delivery Requirements on any review carried out in accordance with the Off Site Tree Strategy as amended from time to time the Developer shall pay to the Council the Off Site Tree Contribution calculated as follows:

- 31.4.1 for every tree that the Developer fails to provide in the highways the Developer shall pay to the Council £1200 per tree to the Council which for the avoidance of doubt includes a sum for maintenance and management of the tree;

- 31.4.2 for every tree that the Developer fails to provide in parks and other spaces the Developer shall pay to the Council £3600 which for the avoidance of doubt includes a sum for maintenance and management of the tree.
- 31.5 The Council hereby agrees to use the Off Site Tree Contribution to facilitate the planting of an equivalent number of trees in accordance with the Off Site Tree Delivery Requirements within 1 km of the Site and and/or elsewhere in the Borough and the Council shall be responsible for the management and maintenance of such trees.
- 31.6 Following the planting by the Developer of the trees in publicly accessible areas in the Off Site Tree Area and/or the Borough the Developer shall be responsible for the maintenance and management of such trees for a period of three years from the date of first planting and after this period of three years the Council shall assume responsibility for the management and maintenance of such trees.
- 31.7 If within a period of three years from the date of first planting of any tree that tree is removed, uprooted or destroyed or dies or becomes in the opinion of the Council seriously damaged or defective the Developer shall plant another tree of the same species and size as that originally planted and shall be planted at the same place unless the Council gives its written consent to any variation PROVIDED that the Developer shall not replace any tree planted by the Council in the event the Developer has paid the Off Site Tree Contribution.

SCHEDULE 4

Other Developer Financial Contributions

1. Off Site Sports and Children's Play Provision Contribution

1.1 The Developer shall pay prior to Occupation of the 1200th Dwelling the Off Site Sports and Children's Play Contribution.

2. Traffic Management Order Contribution

2.1 The Developer shall pay the Traffic Management Order Contribution on Implementation of the Development.

3. Education

3.1 Prior to the Occupation of any Plot the Developer shall pay the relevant part of the Education Contribution for that Plot calculated on the basis of the number of Dwellings in that Plot.

3.2 The Developer shall not Occupy a Plot unless the relevant part of the Education Contribution for that Plot has been paid by the Developer to the Council in accordance with **paragraph 3.1 of Schedule 4** above.

4. Employment in Construction Management Contribution

4.1 The Developer shall pay to the Council the Employment in Construction Management Contribution on the following basis:

4.1.1 twenty percent (20%) of the Employment in Construction Management Contribution (being £33,271.80) within 28 days of the appointment of the Construction Workplace Co-ordinator (either by the Developer or in default by the Council);

4.1.2 a further four (4) annual equal payments of twenty percent (20%) of the Employment in Construction Management Contribution (being £33,271.80) on or before the anniversary of the first instalment of the Employment in Construction Management Contribution under **paragraph 4.1.1 of Schedule 4** above.

5. Employment in the Development Contribution

5.1 The Developer shall pay to the Council the Employment in the Development Contribution on the following basis:

5.1.1 fifty percent (50%) of the Employment in the Development Contribution on Practical Completion of the first Building with an A or B class use;

5.1.2 remaining fifty percent (50%) of the Employment in the Development Contribution on Occupation of the first Building with an A or B class use.

6. Elephant & Castle Strategic Transport Tariff

6.1 The Developer shall pay the Elephant & Castle Strategic Transport Tariff in two instalments:

6.1.1 80% of the Elephant & Castle Strategic Transport Tariff (being £10,400,000) upon practical completion of the Northern Line Ticket Hall Works as comprised in the Elephant and Castle Strategic Transport Tariff Works;

6.1.2 the remaining 20% of the Elephant & Castle Strategic Transport Tariff (being £2,627,708) on the first anniversary of the payment made under **paragraph 6.1.1** above;

PROVIDED THAT in the event that it may prove not to be practicable by the year 2021 to secure the powers funding or other necessary resources in order to deliver the Northern Line Ticket Hall Works comprised in the Elephant & Castle Strategic Transport Tariff Works (including any part thereof) despite Transport for London having used its reasonable endeavours to secure the legal powers funding and other resources needed to secure such improvements then the Elephant & Castle Strategic Transport Tariff shall be used for such other reasonable and necessary strategic transport mitigation or improvement works as may be reasonably required in order to mitigate the impacts of the Development (including cumulative impacts) as may be agreed between the parties (acting reasonably) AND in that event that the proportions of the Elephant & Castle Strategic Transport Tariff specified in relation to such mitigation measures or works shall be payable in relation to the practical completion of such alternative works on the same basis as is set out in **sub-paragraphs 6.1.1 and 6.1.2** above (mutatis mutandis) unless otherwise agreed in writing by the Parties AND PROVIDED THAT in the context of this **paragraph 6** the term "practical completion" shall be interpreted in accordance with the relevant construction or engineering works contract relating to Northern Line Ticket Hall Works as comprised in the Elephant & Castle Strategic Transport Tariff Works and/or (as the context may require) the relevant alternative strategic transport mitigation works.

SCHEDULE 5

Council's Obligations

1. Contributions

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge the Contributions to a Council revenue account.
- 1.2 The Council covenants with the Developer that it will only expend and apply the Contributions or any part or parts thereof upon the Site and Development and its professional costs associated with the Site and Development.
- 1.3 The Council covenants with Transport for London that (a) it shall enforce on behalf of Transport for London the covenants in this Deed between the Developer and the Council and Transport for London including those in **Clause 4** and payment of the Contributions and payments listed below in accordance with the relevant covenants in **Schedule 3** and **Schedule 4** and (b) it shall pay to Transport for London as soon as reasonably practicable after it receives the relevant Contributions (or instalments of the Contributions) on the basis that such sums shall be used by Transport for London in accordance with its covenants in the next Schedule to this Deed:
 - 1.3.1 the Bus Contribution;
 - 1.3.2 The Elephant and Castle Strategic Transport Tariff;
 - 1.3.3 The Cycle Hire Costs;
 - 1.3.4 Transport for London's legal fees payable in accordance with **clause 22**;
 - 1.3.5 TfL's Administration Cost in accordance with **clause 19.2**.
- 1.4 The Council covenants with Transport for London not to modify, vary, waive or amend this Deed and/or the Confirmatory Deed without Transport for London being a party to such variation waiver or amendment.
- 1.5 The Council covenants with the Developer that it will expend and apply the Off-Site Sports and Children's Play Provision Contribution to provide the Off-Site Sports and Children's Play Provision Facilities and to use their reasonable endeavours to consult with the Developer on a suitable location for the Off-Site Sports and Children's Play Equipment within reasonable walking distance from the Site and have regard to their comments and to give specific priority (where practical and reasonable) to secure the Off-Site Sports and Children's Play Equipment within the adjacent 'Victory Park';

- 1.6 In the event that the Construction Workplace Co-ordinator Contribution is paid it will be expended by the Council on the appointment of the Work Place Co-ordinator for the purposes of delivering the aims and objectives set out in **paragraph 9 of Schedule 3**.
- 1.7 The Council hereby covenants upon receipt of the Traffic Management Order Contribution as set out in **paragraph 2.1 of Schedule 4** to use reasonable endeavours to amend the Traffic Management Order to provide that future occupiers of the Development shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle pursuant to any traffic order or other restrictions relating to on-street parking in the vicinity of the Development (as determined from time to time by the Council).

2. Planning Permission and Demolition Planning Permission

- 2.1 The Council shall issue the Planning Permission and the Demolition Planning Permission promptly on completion of this Deed.

3. Good faith reasonably – Operation of clauses 4 and 13

- 3.1 The Council covenants with Transport for London that it will act reasonably and in the utmost good faith in the operation of:
 - 3.1.1 approving and operating the provisions relating to and enforcement of the Guarantee, Security or Bond under **clause 4** or any guarantees, bonds or other security provided in accordance with that clause; and
 - 3.1.2 the provisions in relation to the Hierarchy of Enforcement in **clause 13**.
- 3.2 The Council further covenants with Transport for London that it will reasonably and properly consult with Transport for London in relation to all matters arising in relation to **clauses 4 and 13** if and for so long as those clauses remain in operation where the interests of Transport for London may be affected thereby.

SCHEDULE 6

Transport for London's Obligations

1. Statutory and Other Consents and Orders Required

1.1 Subject always to **clause 2.3** Transport for London agrees to use reasonable endeavours to assist the Developer (where appropriate) in obtaining any consents, orders and approvals necessary for the Developer to comply with its obligations in this Deed and assisting in obtaining those consents, orders and approvals in a timely manner in accordance with the Developer's programme for the execution of such works or as may be required or reasonably requested by the Developer.

2. Release of Information

2.1 Transport for London agrees at the reasonable written request of the Developer to use reasonable endeavours to provide the Developer with information it has if and to the extent that it is reasonably required by the Developer in order to monitor, encourage and control public transport usage and operation provided that the Developer shall indemnify Transport for London against its reasonable costs in providing the same (including any licence fee, royalty, copyright or other similar payment that may be due in respect of the use of provision of the information that is so requested).

3. Enhancements to Bus Services

3.1 Prior to the commencement of the Bus Service Enhancement but after the signing of the Sponsored Route Agreement by Transport for London and the Council Transport for London shall use all reasonable endeavours to provide in strict confidence to the Developer the following information set out in the Sponsored Route Agreement:

- 3.1.1 The name of the operator(s) of the Bus Service Enhancement;
- 3.1.2 Details of the route(s) of the Bus Service Enhancement;
- 3.1.3 The total net deficit of providing the Bus Service Enhancement over the 5 year period having reduced the costs in accordance with sub paragraph 19.3.1 or 19.3.2 of Schedule 3 as the case may be.

4. Repayment of Money

4.1 Transport for London covenants with the Developer that it will only expend and apply the Elephant & Castle Strategic Transport Tariff or any parts or parts thereof upon the Elephant and Castle Transport Tariff Works and Transport for London shall only spend any Bus Contributions paid to it under the terms of this Deed (whether directly or via the Council) for the particular purposes specified in relation to such payments.

4.2 Where any money paid under this Deed and received by Transport for London has not been spent or Committed for the purpose specified in this Deed within 15 years and one month of the payment of the last instalment by the Developer Transport for London will (within 28 days of written demand by the Developer) repay such sums or amounts (or such part thereof) to the Developer (with any unspent interest that may have accrued thereon from the date of payment to the date of repayment) provided that Transport for London shall not be required to repay any sum or sums which Transport for London is contractually committed to pay to another party at the date of expiration of the said period of 15 years and one month or any sum which is required by Transport for London to secure the completion of any works or services which have commenced but have not been completed as at the expiration of the such period.

4.3 Within 14 days of any reasonable request to do so Transport for London shall use reasonable endeavours to provide the Developer with written evidence of the expenditure of any money paid by the Developer under the terms of this Deed and received by Transport for London including interest accrued on it and what the money had been spent on.

5. Good faith reasonably – Operation of clauses 4 and 13

5.1 Transport for London covenants with the Council that it will act reasonably and in the utmost good faith in relation to the operation of:

5.1.1 approving and operating the provisions relating to and enforcement of the Guarantee, Security or Bond under **clause 4** or any guarantees, bonds or other security provided in accordance with that clause; and

5.1.2 the provisions in relation to the Hierarchy of Enforcement in **clause 13**.

5.2 Transport for London further covenants with the Council that it will reasonably and properly consult with the Council in relation to all matters arising in relation to **clauses 4 and 13** if and for so long as those clauses remain in operation where the interests of Transport for London may be affected thereby.

SCHEDULE 7
List of Management Obligations

Schedule and paragraph
Sch 3, para 12.7
Sch 3, para 12.8
Sch 3, para 18.9
Sch 3, para 20.12
Sch 3, para 20.13
Sch 3, para 22.11
Sch 3, para 22.12
Sch 3, para 23.7

SCHEDULE 8

List of Plot Obligations

Schedule and paragraph
Sch 3, para 5.5
Sch 3, para 5.9
Sch 3, para 5.9.1
Sch 3, para 5.9.2
Sch 3, para 5.9.3
Sch 3, para 12.1
Sch 3, para 12.2
Sch 3, para 12.3
Sch 3, para 12.4
Sch 3, para 12.5
Sch 3, para 13.2
Sch 3, para 14.3
Sch 3, para 14.4
Sch 3, para 14.6
Sch 3, para 15.2
Sch 3, para 15.4
Sch 3, para 15.6
Sch 3, para 18.9
Sch 3, para 20.9
Sch 3, para 22.5
Sch 3, para 22.6
Sch 3, para 22.7

Sch 3, para 22.8
Sch 3, para 22.9
Sch 3, para 23.4
Sch 3, para 23.5
Sch 3, para 23.6
Sch 3, para 26.6
Sch 3, para 27.3
Sch 3, para 27.4
Sch 3, para 27.5
Sch 3, para 29.2
Sch 3, para 30.3
Sch 3, para 30.4

SCHEDULE 9

London Borough of Southwark Approved List of Registered Social Landlords/Registered Providers

Wandle

London & Quadrant Housing Trust

Hexagon

Hyde

Family/Mosaic

Metropolitan Housing Trust

Southern Housing Group

Guinness

Affinity Sutton

Genesis

ASRA

Notting Hill Housing Trust

Peabody

Viridian

All the above have an established relationship with the council in terms of nomination arrangements and a local management presence.

SCHEDULE 10

The Registered Provider's Mortgagee's duty

- 1.** Prior to seeking to dispose of Affordable Housing pursuant to any default under the terms of its mortgage or charge, the Registered Provider's Mortgagee shall give not less than six months prior notice to the Council of its intention to dispose of any Affordable Housing; and
- 2.** If the Council, the Registered Provider's Mortgagee or any other person cannot within six months of the date of service of the Registered Provider's Mortgagee's notice under **paragraph 1** above arrange and complete a transfer of the Affordable Housing to a Registered Provider or other provider of Affordable Housing approved by the Deputy Chief Executive then provided that the Registered Provider's Mortgagee shall have fully complied with its obligations above, the Registered Provider's Mortgagee shall be entitled to dispose free of the restrictions set out in **paragraph 5 of Schedule 3**

PROVIDED THAT the rights and obligations in this Schedule shall not require the Registered Provider's Mortgagee to act contrary to its legal duties under the charge or mortgage.

SCHEDULE 11

Alternate Guarantor's Terms

The Alternate Guarantor Terms will only apply to an Alternative Guarantor for Guarantee B other than Lend Lease Corporation Limited.

The Alternate Guarantor Terms are:-

1. The guarantor's tangible net worth shall be maintained at not less than 5 times the guaranteed amount.
2. The guarantor's current ratio shall be maintained at not less than 1.2.
3. The guarantor's tangible net worth shall be calculated as follows: guarantor's total assets – guarantor's total liabilities – guarantor's intangible assets.
4. For the purpose of the Alternate Guarantor Terms , the guaranteed amount shall be the outstanding total amount of the Elephant & Castle Strategic Transport Tariff and the Bus Contribution calculated in accordance with the provisions of this Deed.
5. The guarantor's current ratio shall be calculated as follows: guarantor's current assets / guarantor's current liabilities.
6. The guarantor's tangible net worth and current ratio shall be calculated:
 - 6.1 For the purposes of the certificate due under clause 4.2.3 of this Deed and clause 15.1 of Guarantee B on the basis of the latest available guarantor's audited consolidated accounts; and
 - 6.2 For the purposes of the guarantor's obligations under clause 15.2 of Guarantee B on the basis of the latest available financial information relating to the guarantor, whether or not audited, from time to time consistent with IFRS accounting standards.
7. The tangible net worth and current ratio tests shall be subject to any amendment or variation agreed in writing between the Parties acting in good faith.

SCHEDULE 12

Guarantee A

DATE: 2013

Between

LEND LEASE EUROPE HOLDINGS LIMITED

And

The Mayor and Burgesses of the London Borough of Southwark

And

Transport for London

**In respect of the obligations of Lend Lease (Elephant & Castle) Limited under
Heygate s106 Agreement**

THIS DEED is made on

2013

BETWEEN:

- (1) **LEND LEASE EUROPE HOLDINGS LIMITED** (registration number 2594928) whose registered office is at 20 Triton Street, Regent's Place, London NW1 3BF (the **Guarantor**);
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ of the first part (hereinafter referred to as "**the Council**"); and
- (3) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL (hereinafter referred to as "**TfL**")

(the Council and TfL together and severally, the **Beneficiaries**)

BACKGROUND:

- (A) Lend Lease (Elephant & Castle) Limited (registration number 7196467), whose registered office is at 20 Triton Street, Regent's Place, London NW1 3BF (the **Subsidiary**) has entered into the Agreement with the Beneficiaries.
- (B) The Guarantor has agreed to guarantee the due performance by the Subsidiary of its obligations in the Agreement upon the terms set out in this Guarantee.

IT IS AGREED as follows:

1. **Interpretation**

In this Guarantee and indemnity ("**Guarantee**") (including the background information given above):

Agreement means the section 106 Agreement of the date hereof between the Beneficiaries, the Guarantor and Lend Lease (Elephant & Castle) Limited in relation to the Heygate Estate, Elephant & Castle, London;

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Capital Payment Obligations means any and all obligations to make financial payments pursuant to the Agreement (save for the obligations relating to the Elephant & Castle Strategic Transport Tariff under Paragraph 6 of Schedule 4 of the Agreement and the Bus Contribution Paragraph 19.3 of Schedule 3 of the Agreement) which shall for the avoidance of doubt include the Employment in Construction, Health Contribution, Off Site Tree Contribution, Off Site Sports and Childrens Play Provision Contribution, Traffic Management Order Contribution, Education Contribution, Employment in Construction Management Contribution, Employment in the Development Contribution, the Cycle Hire Costs and any community space payment payable under Clause 25.15 of Schedule 3

Expiry Date means the seventeenth anniversary of the Implementation Date;

Guarantor's Liability Cap means £50,500,000 (subject to reduction in accordance with Clause 2.2(b)) inclusive of Interest, Indexation and any fees, costs and expenses properly incurred by the Beneficiaries in enforcing its rights under this Guarantee;

Guarantor's Liability Rolling Cap means £15,500,000 inclusive of Interest and Indexation; and any fees, costs and expenses properly incurred by the Beneficiaries in enforcing its rights under this Guarantee;

Implementation Date has the meaning given to "Implementation" in the Agreement;

Indexation means indexation as set out in the Agreement;

Insolvency Event: a person suffers an insolvency event if it:

- (a) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (b) begins negotiations (because of actual or anticipated financial difficulties) with, or enters into any composition or arrangement with one or more of its creditors with a view to rescheduling any of its indebtedness; or
- (c) suffers any of the following events:
 - (i) a moratorium of any indebtedness, winding-up, dissolution, suspension of payments, administration, reorganisation (as a voluntary arrangement, scheme of arrangement or otherwise), petition for bankruptcy, composition, compromise, assignment or arrangement with any creditor; or
 - (ii) any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of that person or any of its assets; or
 - (iii) any event occurs in relation to that person that is analogous to the events listed in this definition.

If a person carries out a solvent, voluntary winding up that is solely for the purpose of reconstruction or amalgamation, that person does not suffer an Insolvency Event.

Interest means interest at the rate set out in the Agreement;

Obligations means any and all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Subsidiary (including for the avoidance of doubt Interest, Indexation and other costs payable under the Agreement) under the Agreement, but not including the obligations under the Agreement relating to the Elephant & Castle Strategic Transport Tariff under Paragraph 6 of Schedule 4 of the Agreement and the Bus Contribution Paragraph 19.3 of Schedule 3 of the Agreement; and

all other words and expressions shall have the same meanings as are respectively assigned to them in the Agreement.

2. **Guarantee and Indemnity**

2.1 In consideration of the Beneficiaries and the Subsidiary entering into the Agreement, the Guarantor (subject to and in accordance with this Guarantee) from the Implementation Date irrevocably and unconditionally:

- (a) guarantees to the Beneficiaries, both as a guarantor and, as between the Guarantor and the Beneficiaries, as if it were the sole and primary obligor, the due, punctual and complete performance and observance by the Subsidiary of the Obligations when and if such Obligations shall become due and performable according to the terms of the Agreement Provided That (but subject always to the provisions of clause 3.1 of this Guarantee) irrespective of the right to dispute resolution under clause 25 of the Agreement the Beneficiaries shall be entitled to make a claim at any time under this Guarantee in respect of Capital Payment Obligations whether or not the Subsidiary disputes such claim ;
- (b) guarantees, both as a guarantor and as if it were the sole and primary obligor, the due payment and discharge of all such sums of money (including interest calculated pursuant to clause 17 of the Agreement, but subject to clause 3.2 of this Guarantee) and liabilities due, owing or incurred or payable and unpaid by the Subsidiary to the Beneficiaries pursuant to the Agreement as a result of any breach thereof (including all expenses (including debt service, legal fees and taxes) reasonably and properly incurred by the Beneficiaries in connection with the Beneficiaries seeking to enforce any such payment or liability);
- (c) indemnifies the Beneficiaries on demand, as a primary obligation, against any claim, demand, proceedings or liability, loss, damage, costs or expenses arising out of any failure by the Subsidiary to perform each and any of the Obligations (including the payment of interest thereon pursuant to clause 17 of the Agreement, but subject to clause 3.2 of this Guarantee) when and if such Obligations become due and performable according to the terms of the Agreement including the fees, costs and expenses reasonably and properly incurred by the Beneficiaries or either of them in enforcing their rights under this Guarantee, Provided That this indemnity shall not extend to any fees, costs and expenses incurred by the Beneficiaries as part of a disagreement between the Beneficiaries as to the proceeds of any claim under this Guarantee; and
- (d) indemnifies the Beneficiaries on demand, as a primary obligation, against any loss or liability suffered by it if any Obligation is or becomes totally or partially unenforceable, invalid or illegal as if such Obligation guaranteed had not become unenforceable, invalid or illegal (but only insofar as it would not at such time be illegal for the Guarantor to carry out the same Obligation).

and subject to clause 2.2 each of the obligations in sub-clauses 2.1(a) to (d) above shall be construed as separate obligations and shall not be limited or restricted by reference to or inference from, the forms of any other obligation or any other term of this Guarantee

2.2

- (a) Any liability of the Guarantor under this Guarantee shall be no greater than it would have been in respect of the Obligations if the Guarantor had been named as a party to the Agreement in place of the Subsidiary, whether, for the avoidance of doubt, such liability arises under a specific provision of this

Guarantee, for breach of contract, negligence or otherwise, Provided That for the avoidance of doubt (and subject always to clause 2.2(b) of this Guarantee), the Guarantor shall in addition be liable for the costs reasonably and properly incurred by the Beneficiaries in enforcing the terms of this Guarantee and amounts due under it (including, without limitation, interest under clause 3.2).

- (b) The aggregate liability of the Guarantor of any obligations, rights and duties of the Subsidiary under the Agreement shall not in total exceed the Guarantor's Liability Cap, which shall be reduced by agreement between the parties (acting reasonably) within a reasonable time after the Subsidiary or Guarantor issues any notice to each of the Beneficiaries setting out the revised Guarantor's Liability Cap, such revised amount to reflect the value of Obligations discharged at the date of any such notice.
- (c) The rolling aggregate liability under this Guarantee of the Guarantor in any 3 year period from the Implementation Date in respect of the Obligations, rights and duties of the Subsidiary under the Agreement, shall not in total exceed and shall be limited to the Guarantor's Liability Rolling Cap;
- (d) The Guarantor shall not be required to perform any Obligation (which for the purposes of this clause, shall not include Capital Payment Obligations) under the Agreement which the Subsidiary has failed to perform as a direct result of either of the Beneficiaries' material failure to comply with its obligations under the Agreement that are directly connected to or that directly relate to such failure by the Subsidiary to comply with its obligations under the Agreement;
- (e) The Guarantor shall not be liable to the Beneficiaries for any claim, demand, proceedings or liability, loss, damage, costs or expenses (other than in relation to a Capital Payment Obligation under the Agreement) which the Subsidiary in good faith disputes and which is the subject of a notice pursuant to clause 25.1 of the Agreement or other dispute procedures or litigation (including pre-action protocol) and for the avoidance of doubt following resolution of any dispute in favour of the Beneficiaries, unless otherwise directed as part of the dispute procedure or agreed between the parties, a demand on the Guarantor shall be deemed to be made pursuant to clause 3.1 of this Guarantee on the date of such resolution.

3. Notice of Guarantor's Liability

3.1 The Guarantor shall comply with its obligations referred to in clauses 2.1(a), 2.1(b), 2.1(c) and 2.1(d) within 10 Business Days of a demand being made by one of the Beneficiaries on the Guarantor. Any such demand must:

- (a)
 - (i) be in writing and signed by an officer of the Beneficiary making the demand;
 - (ii) state that it is made (as applicable) under clauses 2.1(a), 2.1(b), 2.1(c) or 2.1(d);
 - (iii) state and provide details of the Obligation which has to be complied with and/or the amount being demanded and confirm that:

- (A) a written demand for compliance with the Obligation and/or payment of the amount has been made on the Subsidiary or its successors in title (and a copy of such notice simultaneously sent to the Guarantor) in accordance with the Agreement; and
- (B) at least 10 Business Days have passed since the demand on the Subsidiary was made; and
- (C) the demand on the Subsidiary remains unsatisfied.

3.2 Where a demand is made on the Guarantor pursuant to clause 3.1 of this Guarantee, interest payable (if any) under clause 17 of the Agreement shall cease to accrue from the date of the demand until the date 10 Business Days after such demand, and thereafter (if the Guarantor has not discharged the obligation in respect of which the demand was made) shall be paid in accordance with clause 17 of the Agreement.

4. Beneficiaries Protections

4.1 The Guarantor shall not be discharged nor shall its liability be affected by anything which, but for the provisions of this Guarantee, would operate to discharge, impair or otherwise affect its liability adversely to the interests of the Beneficiaries, including without limitation and whether or not known to the Guarantor:

- (a) the granting of any extensions of time or forbearance, forgiveness or indulgences in relation to time to the Subsidiary;
- (b) any indulgence or additional or advance payment, forbearance, concession or arrangement granted or made by the Beneficiaries to or with the Subsidiary;
- (c) the enforcement, absence of enforcement or release of the Agreement or of any security, right of action or other guarantee or indemnity and the giving by the Subsidiary of any security;
- (d) the Subsidiary suffering an Insolvency Event;
- (e) any compromise of any dispute with the Subsidiary and/or any other arrangement made between the Subsidiary and the Beneficiaries;
- (f) any failure of supervision to detect or prevent any fault of the Subsidiary;
- (g) any change in the nature, sequence, method, timing or scope of the works to be carried out under the Agreement or any alteration of the Obligations (however fundamental and whether or not more onerous);
- (h) subject to clause 2.2(b), any intermediate payment, settlement of account or discharge in whole or in part of the Obligations (however fundamental and whether or not more onerous);
- (i) any termination, amendment, variation, novation, replacement or supplement of or to any of the Obligations; and/or
- (j) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Subsidiary or Guarantor or any other person in connection with the Obligations.

4.2 Where the Subsidiary and the Beneficiaries agree to make any addendum or variation to the Agreement, the due and punctual performance of which addendum or variation shall be likewise guaranteed by the Guarantor in accordance with the terms of the Guarantee. The obligations of the Guarantor hereunder shall in no way be affected by any variation or addendum to the Agreement or the entering into by the Beneficiaries of the co-ordinating deed or any other document ancillary or supplemental to the Agreement (for the avoidance of doubt this includes entering into any Confirmatory Deed).

4.3 Until the Expiry Date referred to in clause 6.1, the Guarantor shall not, by reason of paying any sum due or exercising other performance under this Guarantee, by any means or on any ground claim or recover by the institution of proceedings or the threat of proceedings or otherwise such sum from the Subsidiary or claim any set-off, indemnity or counterclaim against the Subsidiary or prove in competition with the Beneficiaries or either of them or claim or have the benefit of any security which the Beneficiaries or either of them hold or may hold for any money or liabilities due or incurred by the Subsidiary to the Beneficiaries and, in case the Guarantor receives any sums or security from the Subsidiary in respect of any payment of the Guarantor under this Guarantee, the Guarantor shall hold such monies or security in trust for the Beneficiaries so long as any sums are payable (contingently or otherwise) under this Guarantee. If (notwithstanding the provisions of this clause 4.3), the Guarantor has any rights of subrogation against the Subsidiary or any rights to prove in a liquidation of the Subsidiary, the Guarantor must exercise such rights in accordance with the directions of the Beneficiaries.

4.4 This Guarantee shall be a primary obligation of the Guarantor and accordingly (subject to and in accordance with this Guarantee) the Beneficiaries shall not be obliged before enforcing this Guarantee to:

- (a) take any action in any court, adjudication or arbitral proceedings or otherwise pursue any remedy against the Subsidiary, provided that nothing in this clause 4.4(a) shall derogate from the Beneficiaries' obligations in clause 3 of this Guarantee;
- (b) enforce any security held by it in respect of the obligations of the Subsidiary under the Agreement; or
- (c) exercise, levy, enforce or distress or any other process of execution against the Subsidiary. In the event that the Beneficiaries brings proceedings against the Subsidiary, the Guarantor will be bound by any findings of fact, interim or final award or judgment made by an arbitrator, adjudicator or the court in such proceedings.

4.5

- (a) The benefit of this Guarantee may be assigned by the Beneficiaries or either of them at any time to any party without the consent of the Guarantor being required.
- (b) The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause 4.5(a) may not recover any sum under his Guarantee because that person is an assignee and not a named party to this Guarantee.

4.6

- (a) Subject to clause 4.6(b), the obligations on the part of the Guarantor under this Guarantee shall at any time be capable of assignment, novation or transfer by the Guarantor, to a third party who is of sufficient financial covenant strength to comply with the Guarantor's obligations under this Guarantee. Following any novation or transfer, the Guarantor shall be released from all future liability under this Guarantee.
- (b) The right of assignment, novation or transfer set out in clause 4.6(a) may only be exercised where, prior to such assignment, novation or transfer, the Guarantor has provided the Beneficiaries with such information as they require in order for the Beneficiaries to assess the financial covenant strength of the relevant third party, and (subject to each Beneficiary in its absolute discretion determining that the relevant third party has sufficient financial covenant strength) the Beneficiaries have each given their formal written consent to such assignment, novation (in which such case, the Beneficiaries shall also enter into a deed of novation on such terms as are acceptable to the parties) or transfer.

5. **Insolvency**

Without limiting any other provision of this Agreement in the event of payment by the Subsidiary or the Guarantor to the Beneficiaries being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation in force from time to time and accordingly (but without limiting the Beneficiaries' rights under this Guarantee) the Beneficiaries shall be entitled to recover from the Guarantor (as if such settlement or discharge had not occurred) the amount of any such payment.

6. **Period of this Guarantee**

- 6.1 This Guarantee is a continuing guarantee and indemnity and, subject to the provisions of this Guarantee, shall remain in operation until the earlier of :
 - (a) the date all of the Obligations shall have been irrevocably satisfied or performed in full;
 - (b) the expiry of the Expiry Date;
 - (c) the date that the Guarantor is released pursuant to clause 7.3 ("the **Release Date**"); or
 - (d) the date that the Guarantor is released pursuant to clause 4.7 of the Agreement (the "**Alternative Guarantee Date**"),
- 6.2 Save where the Guarantor is released from this Guarantee pursuant to clause 7, this Guarantee is in addition to and not in substitution for any other security which the Beneficiaries may at any time hold for the performance of such Obligations.

7. Alternative Security

- 7.1 The Guarantor may at any time before the Expiry Date notify the Beneficiaries in writing of its desire to provide an alternative security arrangement of equal effect and financial covenant strength to this Guarantee.
- 7.2 In the event of each Beneficiary confirming in its absolute discretion its agreement to the proposed alternative security arrangement taking into account the terms of the arrangement and the identity of the provider of the alternative security (provided that the Beneficiaries hereby confirm that a performance bond as a type of alternative security arrangement is in principle acceptable), the Guarantor shall produce a draft form instrument documenting the alternative security arrangement for the approval (not to be unreasonably withheld or delayed) of the Beneficiaries.
- 7.3 Where this clause 7 applies, the Guarantor shall be released from this Guarantee only upon the formal completion of an instrument documenting the alternative security arrangement in favour of the Beneficiaries in a form which has been (a) approved by the Beneficiaries (such approval not to be unreasonably withheld) and (b) signed by the Guarantor and the Beneficiaries And Provided That any existing and outstanding demands under this Guarantee are settled in full prior to such formal completion of an instrument documenting the alternative security arrangement in favour of the Beneficiaries.

8. Payments

- 8.1 All sums payable by the Guarantor under this Guarantee shall be paid in full without set-off or counterclaim and free and clear of (and without deduction of or withholding for or on account of) any present or future taxes, duties and/or other charges, other than those required by law. If at any time any applicable law requires the Guarantor to make any deduction or withholding from a sum payable under this Guarantee, the sum due in respect of which such deduction or withholding is required shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Beneficiaries receives a net sum equal to the sum that it would have received had no such deduction or withholding been required to be made. If any such deduction or withholding is made as mentioned above under any amount payable under this Guarantee and the Beneficiaries or either of them are granted by the relevant tax authority a credit or allowance in respect of such deduction or withholding, the Beneficiaries or any one of them (as appropriate) shall reimburse the Guarantor with such amount as is the proportion of that credit or allowance which will leave the Beneficiaries or any one of them (as appropriate) (after that reimbursement) in no better or worse position than it would have been had no such deduction or withholding been required. Reimbursement shall be made promptly upon the Beneficiaries or any one of them (as appropriate) having effectively obtained that credit or allowance. The Beneficiaries or any one of them (as appropriate) shall have sole discretion as to whether to claim such credit or allowance (and if it does claim, the extent, order and manner in which it does so) and the Beneficiaries or any one of them (as appropriate) shall not be obliged to disclose any information relating to its tax affairs.

8.2 Each time the Guarantor makes a payment under this Guarantee, it shall notify the Beneficiaries in writing of the amount paid and the Obligations under the Agreement to which such payment relates.

9. **Illegality or invalidity**

If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Guarantee shall not in any way be affected or impaired.

10. **Notices**

10.1 Any notice, request, demand or other communication given or made under this Guarantee shall be made in writing in the English language and shall be made to the facsimile number or address of the addressee set out below and marked for the attention of the persons set out below:

(a) In the case of the Beneficiaries:

The Council:

Address: Southwark Council, Development Management,
Planning & Transport, Regeneration & Neighbourhoods, PO
Box 64529 London, SE1P 5LX;
Ref : S106 63375 and 12/AP/1092
Attention: Director of Planning

TfL:

Address: Transport for London, 9th Floor, Windsor House, 50
Victoria Street, London SW1H 0TL;
Attention: Alex Williams, Director of Borough Planning,
Planning;

(b) In the case of the Guarantor:

Address: 20 Triton Street
Regent's Place
London NW1 3BF

Attention: The Company Secretary
with a copy to the General Counsel, EMEA

A notice is deemed to be received:

- (i) if personally delivered, at the time of delivery;
- (ii) in the case of facsimile, at the time of transmission;
- (iii) if sent by courier, at the time of signature of receipt of delivery;
- (iv) in the case of first-class post or recorded delivery, at 10 am on the second Business Day after posting.

10.2 A notice required to be given under this Guarantee shall not be validly given if sent by e-mail.

11. Third Party Rights Act

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Guarantee is not intended to, and does not, give to any person who is not a party to this Guarantee any rights to enforce any provisions contained in this Guarantee provided always that this clause 11 shall not prejudice any rights of a person who is not a party to this Guarantee which arise or are acquired otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. Law and Jurisdiction

This Guarantee shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

13. Entire Agreement

Subject to as follows, this Guarantee represents the entire agreement between the Guarantor and the Beneficiaries and supersedes any and all prior communications, understandings, arrangements or agreements between the Guarantor and the Beneficiaries (whether express or implied, written or oral) relating thereto. No amendment or modification of this Guarantee shall be valid unless it is in writing and is signed by a duly authorised representative of each of the Guarantor and the Beneficiaries, or is pursuant to a variation of the Agreement between the Beneficiaries and Subsidiary pursuant to clause 4.2 of this Guarantee.

IN WITNESS whereof this Guarantee has been executed as a Deed on the date stated at the beginning.

EXECUTED as a **DEED** by)
LEND LEASE EUROPE HOLDINGS LIMITED)
acting by)

Director

Director/Secretary

THE COMMON SEAL OF
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF SOUTHWARK)
was affixed to this deed)
in the presence of:)

Authorised Signatory

THE COMMON SEAL OF
TRANSPORT FOR LONDON)
was affixed to this deed)
in the presence of:)

Authorised Signatory

SCHEDULE 13

Guarantee B

DATE: [2013]

Between

[]

And

The Mayor and Burgesses of the London Borough of Southwark

And

Transport for London

**) In respect of the Bus Contribution and Elephant & Castle Strategic Transport Tariff
obligations of Lend Lease (Elephant & Castle) Limited under Heygate s106
Agreement**

THIS DEED is made on

[2013]

BETWEEN:

- (1) [•] (registration number [•]) whose registered office is at 20 Triton Street, Regent's Place, London NW1 3BF (the **Guarantor**);
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ of the first part (hereinafter referred to as the "**Council**"); and
- (3) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL (hereinafter referred to as "**TFL**").

(together and severally, the **Beneficiaries**)

BACKGROUND:

- (A) Lend Lease (Elephant & Castle) Limited (registration number 7196467), whose registered office is at 20 Triton Street, Regent's Place, London NW1 3BF (the **Subsidiary**) has entered into the Agreement with the Beneficiaries.
- (B) The Guarantor has agreed to guarantee the due performance by the Subsidiary of its obligations in the Agreement upon the terms set out in this Guarantee.

IT IS AGREED as follows:

1. Interpretation

- 1.1 In this Guarantee and indemnity ("**Guarantee**") (including the background information given above):

Agreement means the section 106 Agreement signed by the Beneficiaries and Lend Lease (Elephant & Castle) Limited on and [] in relation to the Heygate Estate, Elephant & Castle, London [date];

Alternate Guarantor Terms has the meaning given to it in the Agreement;

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Expiry Date means the 17th anniversary of the Implementation Date;

Guarantor's Liability Cap means £25,500,000 (subject to reduction in accordance with clause 2.2(b)) inclusive of Indexation, Interest and any fees, costs and expenses properly incurred by the Beneficiaries in enforcing its rights under this Guarantee;

Implementation Date has the meaning given to "Implementation" in the Agreement;

Indexation has the meaning given to it in the Agreement;

Insolvency Event: a person suffers an insolvency event if it:

- (a) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

- (b) begins negotiations (because of actual or anticipated financial difficulties) with, or enters into any composition or arrangement with one or more of its creditors with a view to rescheduling any of its indebtedness; or
- (c) suffers any of the following events:
 - (i) a moratorium of any indebtedness, winding-up, dissolution, suspension of payments, administration, reorganisation (as a voluntary arrangement, scheme of arrangement or otherwise), petition for bankruptcy, composition, compromise, assignment or arrangement with any creditor; or
 - (ii) any liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of that person or any of its assets; or
 - (iii) any event occurs in relation to that person that is analogous to the events listed in this definition.

If a person carries out a solvent, voluntary winding up that is solely for the purpose of reconstruction or amalgamation, that person does not suffer an Insolvency Event.

Interest means interest at the rate set out in the Agreement;

Obligations means any and all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Subsidiary (including for the avoidance of doubt Interest, Indexation and other costs payable under the Agreement) in respect of the Elephant and Castle Strategic Transport Tariff under Paragraph 6 of Schedule 4 of the Agreement and the payment of the Bus Contribution under Paragraph 19.3 of Schedule 3 of the Agreement;

and

all other words and expressions shall have the same meanings as are respectively assigned to them in the Agreement.

2. **Guarantee and Indemnity**

2.1 In consideration of the Council and the Subsidiary entering into the Agreement, the Guarantor (subject to and in accordance with this Guarantee) from the Implementation Date irrevocably and unconditionally:

- (a) guarantees to the Beneficiaries, both as a guarantor and, as between the Guarantor and the Beneficiaries, as if it were the sole and primary obligor, the due, punctual and complete performance and observance by the Subsidiary of the Obligations when and if such Obligations shall become due and performable according to the terms of the Agreement;
- (b) guarantees, both as a guarantor and as if it were the sole and primary obligor, the due payment and discharge of all such sums of money (including interest calculated pursuant to clause 17 of the Agreement, but subject to clause 3.2 of this Guarantee) and liabilities due, owing or incurred or payable and unpaid by the Subsidiary to the Beneficiaries pursuant to the Agreement as a result of any breach thereof (including all proper expenses (including debt service, legal fees and taxes) reasonably

and properly incurred by the Beneficiaries in connection with the Beneficiaries seeking to enforce any such payment or liability);

- (c) indemnifies the Beneficiaries on demand, as a primary obligation, against any claim, demand, proceedings or liability, loss, damage, costs or expenses arising out of or in connection with any failure by the Subsidiary to perform each and any of the Obligations (including the payment of interest thereon pursuant to clause 17 of the Agreement, but subject to clause 3.2 of this Guarantee) when and if such Obligations become due and performable according to the terms of the Agreement including the fees, costs and expenses reasonably and properly incurred by the Beneficiaries or either of them in enforcing their rights under this Guarantee, Provided That this indemnity shall not extend to any fees costs and expenses incurred by the Beneficiaries as part of a disagreement between the Beneficiaries as to the proceeds of any claim under this Guarantee; and
- (d) indemnifies the Beneficiaries on demand, as a primary obligation, against any loss or liability suffered by it if any Obligation is or becomes totally or partially unenforceable, invalid or illegal as if such Obligation guaranteed had not become unenforceable, invalid or illegal (but only insofar as it would not at such time be illegal for the Guarantor to carry out the same Obligation).

and subject to clause 2.2 each of the obligations in sub-clauses 2.1(a) to (d) above shall be construed as separate obligations and shall not be limited or restricted by reference to or inference from, the forms of any other obligation or any other term of this Guarantee

2.2

- (a) Any liability of the Guarantor under this Guarantee shall be no greater than it would have been in respect of the Obligations if the Guarantor had been named as a party to the Agreement in place of the Subsidiary, whether, for the avoidance of doubt, such liability arises under a specific provision of this Guarantee, for breach of contract, negligence or otherwise, Provided That for the avoidance of doubt (and subject always to clause 2.2(b) of this Guarantee), the Guarantor shall be liable for the costs reasonably and properly incurred by the Beneficiaries in enforcing the terms of this Guarantee and amounts due under it (including, without limitation, interest under clause 3.2).
- (b) The aggregate liability of the Guarantor of any obligations, rights and duties of the Subsidiary under the Agreement shall not in total exceed the Guarantor's Liability Cap, which shall be reduced by written agreement between the parties (acting reasonably) within a reasonable time after the Subsidiary or Guarantor issues any notice to each of the Beneficiaries proposing a reduction to the Guarantor's Liability Cap, such reduction to reflect the value of Obligations discharged at the date of any such notice.

3. **Notice of Guarantor's Liability**

- 3.1 The Guarantor shall comply with its obligations referred to in clauses 2.1(a), 2.1(b) 2.1(c) and 2.1(d) within 10 Business Days of a demand being made by one of the Beneficiaries on the Guarantor. Any such demand must:

- (a)

- (i) be in writing and signed by an officer of the Beneficiary making the demand;
- (ii) state that it is made (as applicable) under clauses 2.1(a), 2.1(b) 2.1(c) or 2.1(d);
- (iii) state and provide details of the Obligation which has to be complied with and/or the amount being demanded and confirm that:
 - (a) a written demand for compliance with the Obligation and/or payment of the amount has been made on the Subsidiary or its successors in title (and a copy of such notice simultaneously sent to the Guarantor) in accordance with the Agreement; and
 - (b) at least 10 Business Days have passed since the demand on the Subsidiary was made; and
 - (c) the demand on the Subsidiary remains unsatisfied.

3.2 Where a demand is made on the Guarantor pursuant to clause 3.1 of this Guarantee, interest payable (if any) under clause 17 of the Agreement shall cease to accrue from the date of the demand until the date 10 Business Days after such demand, and thereafter (if the Guarantor has not discharged the obligation in respect of which the demand was made) shall accrue in accordance with clause 17 of the Agreement.

3.3 Each of the Beneficiaries shall send a copy of any demand under this Guarantee to the other Beneficiary.

4. Beneficiaries Protections

4.1 The Guarantor shall not be discharged nor shall its liability be affected by anything which, but for the provisions of this Guarantee, would operate to discharge, impair or otherwise affect its liability adversely to the interests of the Beneficiaries, including without limitation and whether or not known to the Guarantor:

- (a) the granting of any extensions of time or forbearance, forgiveness or indulgences in relation to time to the Subsidiary;
- (b) any indulgence or additional or advance payment, forbearance, concession or arrangement granted or made by the Beneficiaries to or with the Subsidiary;
- (c) the enforcement, absence of enforcement or release of the Agreement or of any security, right of action or other guarantee or indemnity and the giving by the Subsidiary of any security;
- (d) the Subsidiary suffering an Insolvency Event;
- (e) any compromise of any dispute with the Subsidiary and/or any other arrangement made between the Subsidiary and the Beneficiaries;
- (f) any failure of supervision to detect or prevent any fault of the Subsidiary;
- (g) any change in the nature, sequence, method, timing or scope of the works to be carried out under the Agreement or any alteration of the Obligations (however fundamental and whether or not more onerous);

- (h) subject to clause 2.2(b), any intermediate payment, settlement of account or discharge in whole or in part of the Obligations;
- (i) any termination, amendment, variation, novation, replacement or supplement of or to any of the Obligations (however fundamental and whether or not more onerous); and/or
- (j) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from, the Subsidiary or Guarantor or any other person in connection with the Obligations.

4.2 Where the Subsidiary and the Beneficiaries agree to make any addendum or variation to the Agreement, the due and punctual performance of which addendum or variation shall be likewise guaranteed by the Guarantor in accordance with the terms of the Guarantee. The obligations of the Guarantor hereunder shall in no way be affected by any variation or addendum to the Agreement or the entering into by the Beneficiaries of the co-ordinating deed or any other document ancillary or supplemental to the Agreement (for the avoidance of doubt this includes entering into any Confirmatory Deed).

4.3 Until the Expiry Date referred to in clause 6.1, the Guarantor shall not, by reason of paying any sum due or exercising other performance under this Guarantee, by any means or on any ground claim or recover by the institution of proceedings or the threat of proceedings or otherwise such sum from the Subsidiary or claim any set-off, indemnity or counterclaim against the Subsidiary or prove in competition with the Beneficiaries or either of them or claim or have the benefit of any security which the Beneficiaries or either of them hold or may hold for any money or liabilities due or incurred by the Subsidiary to the Beneficiaries and, in case the Guarantor receives any sums or security from the Subsidiary in respect of any payment of the Guarantor under this Guarantee, the Guarantor shall hold such monies or security in trust for the Beneficiaries so long as any sums are payable (contingently or otherwise) under this Guarantee. If (notwithstanding the provisions of this clause 4.3), the Guarantor has any rights of subrogation against the Subsidiary or any rights to prove in a liquidation of the Subsidiary, the Guarantor must exercise such rights in accordance with the directions of the Beneficiaries.

4.4 This Guarantee shall be a primary obligation of the Guarantor and accordingly (subject to and in accordance with this Guarantee) the Beneficiaries shall not be obliged before enforcing this Guarantee to:

- (a) take any action in any court, adjudication or arbitral proceedings or otherwise pursue any remedy against the Subsidiary, provided that nothing in this clause 4.4(a) shall derogate from the Beneficiaries' obligations in clause 3 of this Guarantee;
- (b) enforce any security held by it in respect of the obligations of the Subsidiary under the Agreement; or
- (c) exercise, levy, enforce or distress or any other process of execution against the Subsidiary. In the event that the Beneficiaries brings proceedings against the Subsidiary, the Guarantor will be bound by any findings of fact, interim or final award or judgment made by an arbitrator, adjudicator or the court in such proceedings.

4.5

- (a) The benefit of this Guarantee may be assigned by the Beneficiaries or either of them at any time to any party without the consent of the Guarantor being required.
- (b) The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause 4.5(a) may not recover any sum under his Guarantee because that person is an assignee and not a named party to this Guarantee.

4.6

- (a) Subject to and in accordance with the provisions of clause 4.6(b), the obligations on the part of the Guarantor under this Guarantee shall at any time be capable of assignment, novation or transfer by the Guarantor, to a third party who fulfils the Alternate Guarantor Terms and is acceptable to the Beneficiaries (acting reasonably). Following any novation or transfer coming into effect, the Guarantor shall be released from all future liability under this Guarantee.
- (b) The right of assignment, novation or transfer set out in clause 4.6(a) shall only be exercised where, prior to such assignment, novation or transfer:
 - (i) the Guarantor has provided the Beneficiaries with such information as is reasonably required in order for the Beneficiaries to assess the third party's compliance with the Alternate Guarantor Terms;
 - (ii) the Beneficiaries have confirmed that the identity of the alternate guarantor to whom this Guarantee is proposed to be assigned, novated or transferred is approved (such approval not to be unreasonably withheld or delayed where the alternate guarantor meets the Alternate Guarantor Terms); and
 - (iii) the Beneficiaries have given their prior written consent (not to be unreasonably withheld or delayed) to such assignment, novation (in which such case, the Beneficiaries shall enter into a deed of novation on such terms as are reasonably acceptable to the parties within a reasonable time) or transfer.

5. Insolvency

Without limiting any other provision of this Agreement in the event of payment by the Subsidiary or the Guarantor to the Beneficiaries being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation in force from time to time and accordingly (but without limiting the Beneficiaries' rights under this Guarantee) the Beneficiaries shall be entitled to recover from the Guarantor (as if such settlement or discharge had not occurred) the amount of any such payment.

6. Period of this Guarantee

6.1 This Guarantee is a continuing guarantee and indemnity and, subject to the provisions of this Guarantee, shall remain in operation until the earlier of :

- (a) the date all of the Obligations shall have been irrevocably satisfied or performed in full;

- (b) the expiry of the Expiry Date;
- (c) the date that the Guarantor is released pursuant to clause 7.4 (the "**Release Date**"); or
- (d) the date that the Guarantor is released pursuant to clause 4.7 of the Agreement (the "**Alternative Guarantee Date**"),

subject to any existing demands made prior to the Expiry Date, the Release Date or the Alternative Guarantee Date.

6.2 Save where the Guarantor is released from this Guarantee pursuant to clause 7, this Guarantee is in addition to and not in substitution for any other security which the Beneficiaries may at any time hold for the performance of such Obligations.

7. **Alternative Security**

7.1 The Guarantor may at any time before the Expiry Date notify the Beneficiaries in writing of its desire to provide an alternative security arrangement of equal effect and financial covenant strength to this Guarantee.

7.2 Where the proposed alternative security arrangement is:

- (a) an alternative guarantor and guarantee, provided that the alternative guarantor fulfils the Alternative Guarantor Terms and such guarantee is in the same form as this Guarantee or such other form as the parties may agree in their absolute discretion; or
- (b) notwithstanding 7.2(a), an alternative guarantee in the form set out in Schedule 14 of the Agreement from Lend Lease Corporation Limited; or
- (c) a bond issued by a financial institution with:
 - (i) a credit rating of A+ from Standard and Poor's rating agency (or alternatively an equivalent rating from another of the main rating agencies from time to time);
 - (ii) a registered office in England & Wales; and
 - (iii) regulated within an EU member state.

the Beneficiaries shall act reasonably and without unreasonable delay in giving their consent in principle to the proposed alternative security arrangement, the Guarantor shall produce a draft form instrument documenting, together with such draft legal opinion as is required by the Agreement, the alternative security arrangement for the approval (not to be unreasonably withheld or delayed) of the Beneficiaries.

7.3 The Guarantor may propose any other alternative security arrangement, including but not limited to a bond issued by a financial institution with a credit rating below A+ or a charge over land/property, for consent in principle by each of the Beneficiaries in their absolute discretion. If both the Beneficiaries consent to any such alternative security arrangement, the Guarantor shall produce a draft form instrument documenting the alternative security arrangement for the approval (not to be unreasonably withheld or delayed) of the Beneficiaries.

7.4 Where this clause 7 applies, the Guarantor shall be released from this Guarantee only upon the formal completion and coming into effect of an instrument documenting the alternative security arrangement in favour of the Beneficiaries in a form which has been (a) approved by the Beneficiaries (such approval not to be unreasonably withheld) and (b) signed by the Guarantor and the Beneficiaries and any other party to the document And Provided That any existing and outstanding demands under this Guarantee are settled in full prior to such formal completion of an instrument documenting the alternative security arrangement in favour of the Beneficiaries.

8. Payments

8.1 All sums payable by the Guarantor under this Guarantee shall be paid in full without set-off or counterclaim and free and clear of (and without deduction of or withholding for or on account of) any present or future taxes, duties and/or other charges, other than those required by law. If at any time any applicable law requires the Guarantor to make any deduction or withholding from a sum payable under this Guarantee, the sum due in respect of which such deduction or withholding is required shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Beneficiaries receives a net sum equal to the sum that it would have received had no such deduction or withholding been required to be made. If any such deduction or withholding is made as mentioned above under any amount payable under this Guarantee and the Beneficiaries or either of them are granted by the relevant tax authority a credit or allowance in respect of such deduction or withholding, the Beneficiaries or any one of them (as appropriate) shall reimburse the Guarantor with such amount as is the proportion of that credit or allowance which will leave the Beneficiaries or any one of them (as appropriate) (after that reimbursement) in no better or worse position than it would have been had no such deduction or withholding been required. Reimbursement shall be made promptly upon the Beneficiaries or any one of them (as appropriate) having effectively obtained that credit or allowance. The Beneficiaries or any one of them (as appropriate) shall have sole discretion as to whether to claim such credit or allowance (and if it does claim, the extent, order and manner in which it does so) and the Beneficiaries or any one of them (as appropriate) shall not be obliged to disclose any information relating to its tax affairs.

8.2 Each time the Guarantor makes a payment under this Guarantee, it shall notify the Beneficiaries in writing of the amount paid and the Obligations under the Agreement to which such payment relates.

9. Illegality or invalidity

If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Guarantee shall not in any way be affected or impaired.

10. Notices

10.1 Any notice, request, demand or other communication given or made under this Guarantee shall be made in writing in the English language and shall be made to the facsimile number or address of the addressee set out below and marked for the attention of the persons set out below:

(a) In the case of the Council:

Facsimile
No:
Address:

Attention:

(b) In the case of TfL:

Facsimile
No:
Address:

Attention:

(c) In the case of the Guarantor:

Facsimile
No:
Address:

Attention: The Company Secretary
with a copy to the General Counsel, EMEA

A notice is deemed to be received:

- (i) if personally delivered, at the time of delivery;
- (ii) in the case of facsimile, at the time of transmission;
- (iii) if sent by courier, at the time of signature of receipt of delivery;
- (iv) in the case of first-class post or recorded delivery, at 10 am on the second Business Day after posting.

10.2 Without prejudice to any other mode of service, the Guarantor appoints [] in relation to proceedings in England as its agent to receive service of any legal process on its behalf, without excluding any other means of service permitted by the law of England.¹

10.3 A notice required to be given under this Guarantee shall not be validly given if sent by e-mail.

11. **Third Party Rights Act**

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Guarantee is not intended to, and does not, give to any person who is

¹ Provision to be included where Guarantor is not a UK registered entity.

not a party to this Guarantee any rights to enforce any provisions contained in this Guarantee provided always that this clause 11 shall not prejudice any rights of a person who is not a party to this Guarantee which arise or are acquired otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. Law and Jurisdiction

This Guarantee shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

13. Entire Agreement

Subject to as follows, this Guarantee represents the entire agreement between the Guarantor and the Beneficiaries and supersedes any and all prior communications, understandings, arrangements or agreements between the Guarantor and the Beneficiaries (whether express or implied, written or oral) relating thereto. No amendment or modification of this Guarantee shall be valid unless it is in writing and is signed by a duly authorised representative of each of the Guarantor and the Beneficiaries, or is pursuant to a variation of the Agreement between the Beneficiaries and Subsidiary pursuant to clause 4.2 of this Guarantee.

14. Compliance with Guarantor Terms

- 14.1 The Guarantor shall procure that its finance director (or equivalent) provides to the each of the Beneficiaries and the Subsidiary a certificate on an annual basis confirming Guarantor's compliance with the Alternate Guarantor Terms.
- 14.2 The Guarantor shall procure that its finance director (or equivalent) shall notify each of the Beneficiaries and the Subsidiary promptly at any time when, following the occurrence of a material event, its financial director (or equivalent) considers that the Guarantor would be unlikely to satisfy the Alternate Guarantor Terms if they were tested at that time.

IN WITNESS whereof this Guarantee has been executed as a Deed on the date stated at the beginning.

EXECUTED as a **DEED** by)
[[GUARANTOR ENTITY]])
acting by)

Director/Secretary

Director

EXECUTED as a **DEED** by)
[•])
acting by)

EXECUTED as a **DEED** by)
[•])
acting by)

SCHEDULE 14

Guarantee C



HERBERT
SMITH
FREEHILLS

Deed

Guarantee

Lend Lease Corporation Limited
ABN 32 000 226 228

The Mayor and Burgesses of the London Borough
of Southwark

Transport for London



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The agreement

Guarantee

Date ►

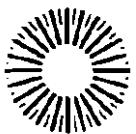
Between the parties

Guarantor **Lend Lease Corporation Limited**
ABN 32 000 226 228
of Level 4, 30 The Bond, 30 Hickson Road, Millers Point NSW 2000

Beneficiary **The Mayor and Burgesses of the London Borough of Southwark**
of 160 Tooley Street, London SE1 2TZ
and
Transport for London
of Windsor House, 42-50 Victoria Street, London SW12 0TL

Background The Guarantor has agreed to grant the undertakings contained in this deed in favour of each Beneficiary in relation to the certain of the obligations of the Developer under the Agreement.

The parties agree as set out in the Operative part of this document.
Each party agrees it has received consideration for entering into this document including, among other things, the mutual promises contained in this document.



Operative part

1 Definitions and interpretations

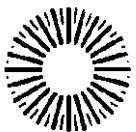
1.1 Definitions

The meanings of the terms used in this document are set out below.

Term	Meaning
Agreement	the section 106 Agreement between the Beneficiaries and the Developer in relation to the Heygate Estate, Elephant & Castle, London dated [date].
Business Day	<ol style="list-style-type: none">1 for the purposes of clause 6.1 a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday; and2 for all other purposes, a day on which banks are open for business in Sydney and London excluding a Saturday, Sunday or public holiday.
Developer	Lend Lease (Elephant & Castle) Limited.
Encumbrance	an interest or power: <ol style="list-style-type: none">1 reserved in or over an interest in any asset including, but not limited to, any retention of title; or2 created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above.
Excluded Tax	a Tax imposed by any jurisdiction on the net income of a Beneficiary but not a Tax: <ol style="list-style-type: none">1 calculated on or by reference to the gross amount of any payment (without allowance for any deduction) derived by that Beneficiary under any Transaction Document; or2 imposed as a result of that Beneficiary being considered a resident of or organised or doing business in that jurisdiction solely as a result of it being a party to any Transaction Document.
Governmental Agency	any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.



Term	Meaning
Group	1 the Guarantor and its Subsidiaries; and 2 Lend Lease RE and its Subsidiaries.
GST	goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply.
GST Act	a New Tax System (Goods and Services) Act 1999 (Cth).
GST Law	Has the meaning as defined in the GST Act.
Guaranteed Obligations	any and all obligations warranties, duties and undertakings now or hereafter to be carried out or performed by the Developer (including for the avoidance of doubt Interest, Indexation (each as defined in the Agreement) and other costs payable under the Agreement) in respect of the Elephant and Castle Strategic Transport Tariff under Paragraph 6 of Schedule 4 of the Agreement and the payment of the Bus Contribution under Paragraph 19.3 of Schedule 3 of the Agreement.
Lend Lease RE	Lend Lease Responsible Entity Limited (ABN 72 122 883 185) of Level 4, 30 The Bond, 30 Hickson Road, Millers Point, NSW 2000, Australia in its capacity as responsible entity of the Lend Lease Trust.
Lend Lease Trust	the trust known as the Lend Lease Trust (ARSN 128 052 595) and constituted by the constitution of the Lend Lease Trust dated 12 November 2009.
Officer	in relation to a party to this deed, a director or secretary of that party, or any other person notified by that party to the other party as being its authorised officer for the purposes of this deed.
Parent	each of the Guarantor and Lend Lease RE.
Power	a right, power, authority, discretion or remedy of a party under this deed.
Relevant Currency	the currency in which a payment is required to be made under a Transaction Document and, if not expressly stated to be another currency, is Sterling.
Same Day Funds	a bank cheque or other immediately available funds.
Sterling	the lawful currency for the time being of the United Kingdom.



Term	Meaning
Subsidiary	<p>has the meaning given to it in section 9 of the Corporations Act (Corporations Definition) but excludes, in relation to a Parent, any entity which is a Subsidiary of that Parent under the Corporations Definition and which:</p> <ol style="list-style-type: none">1 is an entity which that Parent does not control for the purposes of section 50AA of the Corporations Act; or2 is an entity which that Parent is not required by the generally accepted accounting principles of Australia to consolidate in its consolidated financial statements. <p>For the purposes of this definition:</p> <ol style="list-style-type: none">3 a trust may be a Subsidiary (and a unit or other beneficial interest in the trust is to be treated as a share accordingly); and4 an entity is to be treated as a Subsidiary of a trust as if that trust were a corporation.
Sunset Date	<p>the earlier of:</p> <ol style="list-style-type: none">1 the 17th anniversary of the Implementation Date (as defined in the Agreement);2 the date on which both the Guaranteed Obligations and all of the Guarantor's obligations under this deed have been irrevocably performed in full; and3 the date on which the Guarantor is released from all of its obligations under this deed pursuant to clause 6.14 of this deed, clause [4.7] of the Agreement or otherwise on terms agreed between the Guarantor and the Beneficiaries.
Tax	<ol style="list-style-type: none">1 any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or2 any income, stamp or transaction duty, tax or charge, <p>which is assessed, levied, imposed or collected by any Governmental Agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed on, or in respect of, any of the above.</p>
Transaction Document	<ol style="list-style-type: none">1 this deed;2 the Agreement.
Transaction Party	<ol style="list-style-type: none">1 the Guarantor;2 the Developer.

1.2 Interpretations

In this deed, headings and boldings are for convenience only and do not affect the interpretation of this deed and, unless the context otherwise requires:



- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to any thing (including, but not limited to, any right) includes a part of that thing;
- (f) a reference to a clause or party is a reference to a clause of, and a party to this deed;
- (g) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person or death;
- (j) a reference to a party to any document (other than the Developer) includes that party's successors and permitted assigns;
- (k) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
- (m) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and
- (n) no provision of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision.

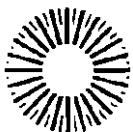
1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the succeeding Business Day.

2 Guarantee

2.1 Performance guarantee of the Developer

- (a) The Guarantor unconditionally and irrevocably guarantees, both as a guarantor and, as between the Guarantor and each Beneficiary, as it were the sole and primary obligor, to each Beneficiary the due and punctual performance by the Developer of the Guaranteed Obligations.
- (b) The Guarantor unconditionally and irrevocably indemnifies, both as a guarantor and, as between the Guarantor and each Beneficiary, as if it were the sole and primary obligor,



each Beneficiary for all losses, costs, expenses, damages and liabilities suffered or incurred by that Beneficiary as a result of:

- (1) the Developer failing to perform any of the Guaranteed Obligations; or
- (2) any amount paid by the Developer to that Beneficiary under the Agreement (where such amount forms part of the Guarantee Obligations) being required to be repaid by that Beneficiary under any law relating to insolvency, legal limitation, disability or incapacity.

(c) Subject to clauses 2.2(d) and 6.10, the liability of the Guarantor to a Beneficiary for failing to comply for any reason with its obligations under clause 2.1(a) is limited to the liability of the Guarantor to that Beneficiary under clause 2.1(b).

(d) Subject to the Beneficiary's right to claim under clauses 2.2(d) and 6.10, the remedies available to a Beneficiary against the Guarantor for failing to comply for any reason with its obligations under clause 2.1(a) are limited to the right of that Beneficiary to make a claim on the Guarantor under clause 2.1(b).

2.2 Demand

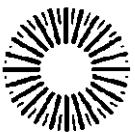
(a) Any amount which the Guarantor is liable to pay a Beneficiary under clause 2.1 must be paid within 10 Business Days of a demand being made by that Beneficiary on the Guarantor. Any such demand must:

- (1) be in writing;
- (2) state that it is made under clause 2.1;
- (3) state and provide details of the amount being demanded and confirm that:
 - a written demand for payment of the amount has been made on the Developer (and a copy of such notice simultaneously sent to the Guarantor) by that Beneficiary; and
 - at least 10 Business Days has passed since the demand on the Developer was made; and
 - the demand on the Developer remains unsatisfied;
- (4) be signed by an Officer of that Beneficiary; and
- (5) be served in accordance with clause 6.1.

(b) The Guarantor unconditionally and irrevocably indemnifies, both as a guarantor and, as between the Guarantor and each Beneficiary, as if it were the sole and primary obligor, each Beneficiary for all losses, costs, expenses, damages and liabilities suffered or incurred by that Beneficiary as a result of any of the Guaranteed Obligations or any of the obligations of the Guarantor under clause 2.1 being illegal, void, or otherwise unenforceable for any reason (including as a result of the application of any law relating to insolvency).

(c) Any amount which the Guarantor is liable to pay a Beneficiary under clause 2.2(b) must be paid within 10 Business Days of a demand being made by that Beneficiary on the Guarantor. Any such demand must:

- (1) be in writing and state that it is made under clause 2.2(b);
- (2) state and provide details of the amount demanded;
- (3) be signed by an Officer of that Beneficiary; and
- (4) be served in accordance with clause 6.1.



(d) Where a demand is made on the Guarantor pursuant to clause 2.2(a) or 2.2(c) of this deed, interest payable (if any) under clause 17 of the Agreement shall cease to accrue from the date of the demand until the date 10 Business Days after such demand, and thereafter (if the Guarantor has not discharged the obligation in respect of which the demand was made) shall accrue in accordance with clause 17 of the Agreement. If, in the case of a demand pursuant to clause 2.2(c) of this deed, interest is not payable under the Agreement, interest shall accrue under this deed from the date 10 Business Days after such demand until payment at the rate of two per centum per annum above the base lending rate of the National Westminster Bank plc.

2.3 Sunset Date

Subject to clause 3.6, but notwithstanding any other provision of this deed:

(a) no Beneficiary is entitled to make a claim on the Guarantor under this deed in respect of liabilities arising after the Sunset Date; and

(b) the Guarantor's liability under this deed ceases on the Sunset Date except in relation to a claim made on the Guarantor under and in accordance with this deed on or prior to the Sunset Date.

2.4 Limitation of Liability

Notwithstanding any other provision of this deed, the liability of the Guarantor to the Beneficiaries under or in connection with this deed (whether that liability arises under a specific provision of this deed, for breach of contract, negligence or otherwise):

(a) is limited to a maximum amount of £25,500,000, inclusive of all Interest, Indexation (each as defined in the Agreement) and costs and expenses in accordance with clause 6.10, and such maximum amount shall be reduced by written agreement between the parties (acting reasonably) within a reasonable time after the Developer or Guarantor issues any notice to each of the Beneficiaries proposing a reduction to the Guarantor's limitation of liability under this deed, such reduction to reflect the value of Guaranteed Obligations discharged at the date of any such notice; and

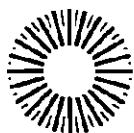
(b) other than in relation to the Guarantor's liability to pay costs and expenses under clause 6.10 of this deed, is no greater than the liability of the Developer to the Beneficiaries under or in connection with the Agreement in relation to the Guaranteed Obligations, or any liability the Developer would have had to the Beneficiaries under the Agreement in relation to the Guaranteed Obligations, if the obligations of the Developer under the Agreement in relation to the Guaranteed Obligations had not been found to be void, voidable or unenforceable (other than having been found to be void, voidable or unenforceable due to any breach of the Agreement by, or any negligent or wrongful act or omission of, a Beneficiary, its employees, agents or contractors).

3 Payments

3.1 Payments

(a) All payments which the Guarantor is required to make under this deed must be made in Same Day Funds in the Relevant Currency.

(b) If an amount payable by the Guarantor under this deed is not expressed to be payable on a specified date or is expressed to be payable "on demand", the amount is payable within 10 Business Days following a demand made by a Beneficiary on the Guarantor.



3.2 No withholding or deduction

- (a) All payments which the Guarantor is required to make under this deed must be made without any deduction or withholding for any Tax or any other amount, unless, and without limiting the operation of clause 3.2(b), the Guarantor is required to make a deduction or withholding by applicable law.
- (b) If:
 - (1) the Guarantor is required to make a deduction or withholding in respect of any Tax (other than an Excluded Tax) from any payment it is required to make under this deed; or
 - (2) a Beneficiary is required to pay any Tax (other than an Excluded Tax) in respect of any payment made by the Guarantor under this deed,then the Guarantor:
 - (3) indemnifies that Beneficiary against that Tax; and
 - (4) must pay to that Beneficiary an additional amount which that Beneficiary determines to be necessary to ensure that that Beneficiary receives when due a net amount (after payment by either the Guarantor or that Beneficiary (as applicable)) of any Tax (other than an Excluded Tax) in respect of each additional amount) that is equal to the full amount it would have received had a deduction or withholding in respect of, or payment of, that Tax not been made.
- (c) If the Guarantor is required to make a deduction or withholding in respect of Tax (other than an Excluded Tax) from any payment to be made by it under this deed, then:
 - (1) the Guarantor must pay the amount deducted or withheld to the appropriate Governmental Agency as required by applicable law; and
 - (2) the Guarantor must use its best endeavours to obtain official receipts or other documentation from that Governmental Agency and, within 10 Business Days after receipt, the Guarantor must deliver them to the relevant Beneficiary.

3.3 Tax refunds and credits

If an additional payment is made under clause 3.2 by the Guarantor for the benefit of a Beneficiary and that Beneficiary determines (in its absolute discretion) that:

- (a) it has obtained (and has derived full use and benefit from) a credit against, a relief or remission for, or repayment of, any tax;
- (b) such credit, relief, remission or repayment is in respect of or calculated with reference to the additional payment made by the Guarantor pursuant to clause 3.2; and
- (c) its tax affairs for its tax year in respect of which such credit, relief, remission or repayment was obtained have been finally settled,

then, to the extent that it can do so without prejudice to the retention of the amount of such credit, relief, remission or repayment, that Beneficiary will pay to the Guarantor such amount as that Beneficiary determines (in its absolute discretion) will leave it (after such payment) in no worse after-tax position than it would have been in had such additional payment in question not been required to be made by the Guarantor.

3.4 Tax and other affairs

Nothing in this deed limits the right of a Beneficiary to arrange its tax and other affairs in whatever manner it thinks fit, obliges a Beneficiary to claim any credit, relief, remission or repayment in respect of any payment under clause 3.2 in priority to any other credit,



relief, remission or repayment available to it or obliges a Beneficiary to disclose any information relating to its tax or other affairs or any computations in respect of such information.

3.5 Foreign currency indemnity

(a) If, at any time:

- (1) a Beneficiary receives or recovers any amount payable by the Guarantor under this deed for any reason including, but not limited to:
 - any judgment or order of any Governmental Agency;
 - any breach of any Transaction Document;
 - the liquidation of a Transaction Party or any other person or any proof or claim in that liquidation; or
 - any other thing into which the obligations of a Transaction Party or other person may have become merged; and
- (2) the Payment Currency is not the Relevant Currency,

the Guarantor indemnifies that Beneficiary against any shortfall between the amount payable in the Relevant Currency and the amount actually received or recovered by that Beneficiary after the Payment Currency is converted into the Relevant Currency in accordance with clause 3.5(b).

(b) A Beneficiary may itself or through its bankers purchase one currency with another, whether or not through an intermediate currency, whether spot or forward, in the manner and amounts and at the times it thinks fit.

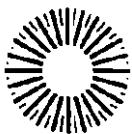
3.6 Avoidance of payments

If any payment by the Guarantor to a Beneficiary under this deed is at any time avoided for any reason including, but not limited to, any legal limitation, disability, incapacity or insolvency of or affecting the Guarantor or any other thing, and whether or not:

- (a) any transaction relating to the amount owing by the Guarantor was illegal, void or substantially avoided; or
- (b) any thing was or ought to have been within the knowledge of a Beneficiary, the Guarantor:
- (c) acknowledges that any liability of the Guarantor and any right or remedy of that Beneficiary under this deed, is not discharged or satisfied and is the same as if that payment had not been made; and
- (d) as an additional, separate and independent obligation, indemnifies that Beneficiary against loss suffered resulting from that avoided payment.

3.7 GST

- (a) Words used in this clause 3.7 which have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.
- (b) Unless expressly included, the consideration for any supply under or in connection with this deed does not include GST.
- (c) If a Beneficiary makes any supply under or in connection with this deed which is a taxable supply, the Guarantor must pay that Beneficiary an additional amount equal to the



consideration for that supply (unless it expressly includes GST) multiplied by the rate at which GST is imposed in respect of that supply.

(d) If a Beneficiary is entitled under this deed to be reimbursed or indemnified by the Guarantor for a cost or expense incurred in connection with this deed, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is consideration for a creditable acquisition incurred by that Beneficiary.

4 Representations and warranties

The Guarantor represents and warrants for the benefit of each Beneficiary that:

(a) **incorporation:** it is a corporation having limited liability, incorporated (or taken to be incorporated) and validly existing under the Corporations Act;

(b) **corporate power:** it has the corporate power to own its assets and to carry on its business as it is now being conducted;

(c) **authority:** it has full power and authority to enter into and perform its obligations under this deed;

(d) **authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(e) **binding obligations:** this deed constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms subject to laws generally affecting creditors' rights and to principles of equity;

(f) **transaction permitted:** the execution, delivery and performance by it of this deed does not and will not violate, breach, or result in a contravention of:

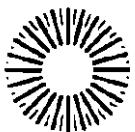
- (1) any law, regulation or authorisation;
- (2) its constitution; or
- (3) any Encumbrance or agreement which is binding upon it or any of its assets, and do not and will not result in:
- (4) the creation or imposition of any Encumbrance or restriction of any nature on it or any asset of it other than under a Transaction Document;
- (5) the acceleration of the date of payment of any obligation existing under any Encumbrance or agreement which is binding upon it or any of its assets;

(g) **no immunity:** it does not and its assets do not enjoy immunity from any suit or execution;

(h) **equal ranking:** its obligations under this deed rank at least equally and rateably with all other unsecured obligations of the Guarantor except for obligations mandatorily preferred by law or arising in equity;

(i) **no litigation:** no litigation, arbitration or administrative or regulatory proceedings or investigations exist, for which process or initiation claims have been served on a member of the Group and which:

- (1) could reasonably be expected to involve a liability of more than AUD50,000,000 (or its equivalent in other currencies); and
- (2) are reasonably likely to have a material adverse effect on the ability of the Guarantor to perform its obligations under this deed; and



(i) **commercial benefit:** the entry into and performance by it of its obligations under this deed is for its commercial benefit and is in its commercial interests.

5 Savings provisions

5.1 Continuing obligation

Subject to clause 2.3, each guarantee and indemnity contained in this deed is a continuing obligation of the Guarantor, despite:

(a) any settlement of account; or
(b) the occurrence of any other thing,

and remains in full force and effect until all the Guaranteed Obligations and all moneys owing by the Guarantor under this deed, contingently or otherwise, have been paid or satisfied in full.

5.2 Principal and independent obligation

(a) Each obligation of the Guarantor under this deed is:

- (1) a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation; and
- (2) independent of and not in substitution for or affected by any other collateral security which a Beneficiary may hold in respect of the Guaranteed Obligations or any other obligation of any Transaction Party or any other person.

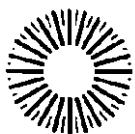
(b) This deed is enforceable against the Guarantor:

- (1) without first having recourse to any collateral security;
- (2) whether or not a Beneficiary has:
 - made demand upon any Transaction Party (except as required in order to comply with clause 2.2 or 3.1 of this deed); or
 - given notice to any Transaction Party or any other person in respect of any thing (except as required in order to comply with clause 2.2 or 3.1 of this deed); or
 - taken any other steps against any Transaction Party or any other person; and
- (3) despite the occurrence of any event described in clause 5.3.

5.3 Unconditional obligations

(a) The obligations of the Guarantor under this deed are not released, discharged or otherwise affected by anything which but for this provision might have that effect, including, but not limited to:

- (1) the grant to a Transaction Party or any other person of any time, waiver, covenant not to sue or other indulgence;
- (2) the release (including without limitation a release as part of any novation) or discharge of a Transaction Party or any other person;



- (3) the cessation of the obligations, in whole or in part, of a Transaction Party or any other person under any Transaction Document or any other agreement;
- (4) the liquidation of a Transaction Party or any other person;
- (5) any arrangement, composition or compromise entered into by a Beneficiary or any other person with a Transaction Party or any other person;
- (6) any Transaction Document or any other agreement being in whole or in part illegal, void, voidable, avoided, unenforceable or otherwise of limited force or effect;
- (7) any extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any Transaction Document or any other agreement;
- (8) any Encumbrance being given to a Beneficiary by a Transaction Party or any other person;
- (9) subject to clause 6.12, any alteration, amendment, variation, supplement to, or replacement of, any Transaction Document or any other agreement (however fundamental and whether or not more onerous);
- (10) any moratorium or other suspension of any right of a Beneficiary against a Transaction Party or any other person under a Transaction Document or any other agreement;
- (11) a Beneficiary exercising or enforcing, delaying or refraining from exercising or enforcing, or being not entitled or unable to exercise or enforce any right against a Transaction Party or any other person under a Transaction Document or any other agreement;
- (12) a Beneficiary obtaining a judgment against a Transaction Party or any other person for the payment of any of the Guaranteed Obligations;
- (13) any transaction, agreement or arrangement that may take place between a Beneficiary and a Transaction Party or any other person;
- (14) any payment to a Beneficiary by a Transaction Party or any other person, including any payment which at the payment date or at any time after the payment date is, in whole or in part, illegal, void, voidable, avoided or unenforceable;
- (15) any failure to give effective notice to a Transaction Party or any other person of any default under any Transaction Document or any other agreement;
- (16) any legal limitation, disability or incapacity of a Transaction Party or any other person;
- (17) any breach of any Transaction Document or any other agreement by a Transaction Party or any other person;
- (18) the acceptance of the repudiation of, or termination of, any Transaction Document or any other agreement;
- (19) any amount in relation to the Guaranteed Obligations being irrecoverable for any reason;
- (20) any disclaimer by a Transaction Party or any other person of any Transaction Document or any other agreement;
- (21) any assignment, novation, assumption or transfer of, or other dealing with, any rights or obligations under any Transaction Document or any other agreement;



- (22) the opening of a new account of a Transaction Party with a Beneficiary or any transaction relating to the new account;
- (23) any prejudice to a Transaction Party or any other person as a result of any thing done, or omitted by a Beneficiary or other person, or any failure or neglect by a Beneficiary or other person to recover any amount in relation to the Guaranteed Obligations or any other thing;
- (24) the receipt by the Beneficiary of any dividend, distribution or other payment in respect of any liquidation of a Transaction Party or any other person;
- (25) subject to clause 6.12, any increase in the amount of the Guaranteed Obligations;
- (26) any other act, omission, matter or thing whatsoever whether negligent or not.

(b) Clause 5.3(a) applies irrespective of the consent or knowledge, or lack of consent or knowledge, of a Beneficiary, a Transaction Party or any other person of any event described in clause 5.3(a).

5.4 Subrogation

Until the Guaranteed Obligations and all other moneys owing by the Guarantor under this deed, contingently or otherwise, have been irrevocably paid or satisfied in full, the Guarantor is not entitled, and must not attempt to:

- (a) reduce its liability under this deed by claiming that it has a right of set-off or counterclaim against a Beneficiary (but, for the avoidance of doubt, nothing in this clause 5.4(a) will prevent the Developer exercising any right of set-off or counterclaim it is entitled to exercise under or in relation to the Agreement);
- (b) claim, or exercise any right to claim to be entitled to the benefit of a guarantee, indemnity or Encumbrance in relation to the Guaranteed Obligations or any other amount payable under this deed;
- (c) be subrogated to a Beneficiary; or
- (d) claim or receive the benefit of the Agreement or any other agreement of which a Beneficiary has the benefit, any moneys held by a Beneficiary or any other rights of a Beneficiary, in each case in relation to the Guaranteed Obligations; or
- (e) claim an amount in the liquidation, administration or insolvency of the Developer in competition with a Beneficiary,

and if the Guarantor receives any sums or security from the Developer in respect of any payment by the Guarantor under this deed, the Guarantor shall hold such monies or security in trust for the Beneficiaries so long as any sums are payable by the Guarantor (contingently or otherwise) under this deed.

6 General

6.1 Notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval to or by a party under this deed:
 - (1) must be in legible writing and in English addressed as shown below:
 - if to the Guarantor: Lend Lease Corporation Limited



Address: Level 4
30 The Bond
30 Hickson Road
Millers Point NSW 2000
Australia

Attention: The Company Secretary
Lend Lease Corporation Limited

Facsimile: (612) 9252 2192; and

- if to a Beneficiary:

The Mayor and Burgesses of the London Borough
of Southwark

Address: Southwark Council, PO Box 64529, SE1P 5LX

Attention: Deputy Chief Executive

Facsimile: (44) 203 014 8601; or

Transport for London

Address: Windsor House, 42-50 Victoria Street
London SW12 0TL

Attention: Director of Borough Planning

Facsimile: [fax],

or to any other address specified by any party to the sender by the notice;

(2) must be signed by an Officer of the sender or under the common seal of the sender;

(3) is regarded as being given by the sender and received by the addressee:

- if by delivery in person, when delivered to the addressee;
- if by post, on delivery to the addressee; or
- if by facsimile transmission, when received by the addressee in legible form,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9:00am on the succeeding Business Day; and

(4) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

(b) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under clause 6.1(a)(3) and informs the sender that it is not legible.

(c) In this clause 6.1, a reference to an addressee includes a reference to an addressee's Officers, agents or employees or any person reasonably believed by the sender to be an Officer, agent or employee of the addressee.

6.2 Stamp duty

Any stamp duty payable in respect of this deed must be paid by the Guarantor.



6.3 Governing law and jurisdiction

- (a) This deed is governed by the laws of England.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of England.
- (c) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each party irrevocably waives any immunity in respect of its obligations under this deed that it may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.
- (e) Without prejudice to any other mode of service, the Guarantor appoints Lend Lease Europe Finance plc of 142 Northolt Road, Harrow, Middlesex, UK HA2 0EE in relation to proceedings in England as its agent to receive service of any legal process on its behalf without excluding any other means of service permitted by the law of England.

6.4 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this deed or any right, power or remedy which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any prohibition of, this deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or all of the remaining provisions in that or any other jurisdiction.

6.5 Attorneys

Each of the attorneys executing this deed states that the attorney has no notice of the revocation of that attorney's power of attorney.

6.6 Waivers

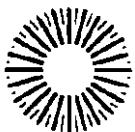
- (a) Waivers of a breach of this deed or any Power under this deed must be in writing and signed by the party granting the waiver.
- (b) A breach of this deed is not waived by any failure or delay in exercise, or partial exercise, of any Power.
- (c) A Power created or arising upon default under this deed is not waived by any failure or delay in the exercise, or a partial exercise, at that date of any other Power.

6.7 Variations to this deed

A variation of any term of this deed must be in writing and signed by the parties.

6.8 Assignment

- (a) The Guarantor must not transfer, novate, assign, hold on trust, charge or otherwise dispose of any of its rights or obligations under this deed without the prior consent of each Beneficiary (such consent not to be unreasonably withheld or delayed where the proposed third party fulfils the Alternate Guarantor Terms (as defined in the Agreement) provided that it shall not be unreasonable for any Beneficiary to withhold or delay its consent if it considers (acting reasonably) that it has not been provided with such



information as is necessary to assess the proposed third party's compliance with the Alternate Guarantor Terms). Following any novation or transfer coming into effect, the Guarantor shall be released from all future liability under the Guarantee.

- (b) Other than as permitted by clause 6.8(c), no Beneficiary may transfer, assign, hold on trust, charge or otherwise dispose of any of its rights or obligations under this deed without the prior consent of the Guarantor.
- (c) Notwithstanding clause 6.8(b), a Beneficiary is entitled to assign its rights under this deed to a person to whom that Beneficiary validly assigns its rights under and in accordance with the Agreement.
- (d) The Guarantor shall not contend that any person to whom the benefit of this deed is assigned under clause 6.8(c) may not recover any sum under this deed because that person is an assignee and not a named party to this deed.

6.9 Severance

Any provision of this deed that is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this deed and replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.

6.10 Costs and expenses

The Guarantor must reimburse each Beneficiary for all reasonable costs, expenses and Taxes (other than Excluded Taxes) (including but not limited to, any reasonable legal costs and expenses and any reasonable professional consultant's fees) incurred by that Beneficiary in relation to the enforcement, protection or waiver, or attempted enforcement, protection or waiver, of any Power of that Beneficiary under this deed arising as a result of a default by the Guarantor in the performance of the Guarantor's obligations under this deed.

6.11 Moratorium legislation

A moratorium does not apply to this deed or the recovery of any amount in relation to the Guaranteed Obligations or in relation to the performance of the Guaranteed Obligations, except if:

- (a) each Beneficiary agrees in writing that it does; or
- (b) it cannot be excluded.

6.12 Variations to Agreement

The Guarantor is not bound to comply with any additional obligations or increased liabilities under this deed which arise as a result of a variation made to the Agreement unless that variation is made with the Guarantor's prior written consent.

6.13 Counterparts

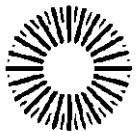
- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart



6.14 Alternative Security

- (a) The Guarantor may, at any time before the 17th anniversary of the Implementation Date (as defined in the Agreement), notify the Beneficiaries in writing of its desire to provide an alternative security arrangement of equal effect and financial covenant strength to this deed.
- (b) Where the proposed alternative security arrangement is:
 - (1) an alternative guarantor and guarantee, provided that the alternative guarantor fulfils the Alternative Guarantor Terms (as defined in the Agreement) and such guarantee is in the form of Guarantee B (as defined in the Agreement) or such other form as the parties may agree in their absolute discretion); or
 - (2) a bond issued by a financial institution with:
 - (A) a credit rating of A+ from Standard and Poor's rating agency (or alternatively an equivalent rating from another of the main rating agencies from time to time);
 - (B) a registered office in England & Wales; and
 - (C) regulated within an EU member state,
- (c) the Beneficiaries shall act reasonably and without unreasonable delay in giving their consent in principle to the proposed alternative security arrangement and the Guarantor shall produce a draft form instrument documenting, together with such draft legal opinion as is required by the Agreement, the alternative security arrangement for the approval (not to be unreasonably withheld or delayed) of the Beneficiaries.
- (d) The Guarantor may propose any other alternative security arrangement, including but not limited to a bond issued by a financial institution with a credit rating below A+ or a charge over land/property, for consent in principle by each of the Beneficiaries in their absolute discretion. If both the Beneficiaries consent to any such alternative security arrangement, the Guarantor shall produce a draft form instrument documenting the alternative security arrangement for the approval (not to be unreasonably withheld or delayed) of the Beneficiaries.
- (e) Where this clause 6.14 applies, the Guarantor shall be released from this deed only upon the formal completion and coming into effect of an instrument documenting the alternative security arrangement in favour of the Beneficiaries in a form which has been:
 - (1) approved by the Beneficiaries (such approval not to be unreasonably withheld); and
 - (2) signed by the Guarantor and the Beneficiaries and any other party to the document

And Provided That any existing and outstanding demands under this deed are settled in full prior to such formal completion of an instrument documenting the alternative security arrangement in favour of the Beneficiaries.



Signing page

IN WITNESS whereof this Guarantee has been duly executed as a deed by the Guarantor and each Beneficiary and is intended to be and is delivered on the date first above written.

Executed as a deed

Guarantor

Signed sealed and delivered for
Lend Lease Corporation Limited
By its attorney in the presence of

sign here ▶

Witness

Attorney

print name

Beneficiary

The COMMON SEAL of
**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF SOUTHWARK**
was hereunto affixed in the presence of:

Authorised Signatory

Beneficiary

[insert execution clause for Transport for London]

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED THE
DAY AND YEAR FIRST BEFORE WRITTEN

THE COMMON SEAL OF

THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF SOUTHWARK)
was affixed to this deed)
in the presence of:)

19424



Authorised Signatory

J. Mat

EXECUTED as a deed by
LEND LEASE (ELEPHANT & CASTLE) LIMITED)
acting by)
a director and its company secretary)
or two directors)

Robert D. L.

Director

Director/Secretary *Thompson*

THE COMMON SEAL OF
TRANSPORT FOR LONDON)
was affixed to this deed)
in the presence of:)

W. P. J.
Authorised Signatory



EXECUTED as a deed by
Lend Lease Europe Holdings Limited)
acting by)
a director and its company secretary)
or two directors)

G. Smith

Director

Director/Secretary *Thompson*

APPENDIX 1
Confirmatory Deed

Dated

2013

- (1) The Mayor and Burgesses of the London Borough of Southwark**
- (2) Transport for London**
- (3) Lend Lease (Elephant and Castle) Limited**
- (4) [Guarantor]**

S106 Confirmatory Deed

**made pursuant to S106 of the Town and Country Planning Act 1990 relating to the
redevelopment of the Heygate Estate, Elephant and Castle, London**

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THIS DEED OF CONFIRMATORY is made on

2013

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ of the first part (hereinafter referred to as "**the Council**");
- (2) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL ("hereinafter referred to as **TfL**");
- (3) **LEND LEASE (ELEPHANT AND CASTLE) LIMITED** a Company registered in England and Wales (Company No. 7196467) whose registered office is at 20 Triton Street Regents Place London NW1 3BF ("hereinafter referred to as **the Covenantor**");
- (4) [Guarantor]

BACKGROUND

- (A) This Confirmatory Deed relates to the Covenantor's land and interests of which the details are set out in **Schedule 1** to this Confirmatory Deed) and which is shown edged red on the plan annexed to this Confirmatory Deed ("the Land").
- (B) The Council is the local planning authority for the area within which the Land and the Site as defined in Planning Permission (and identified in the attendant section 106 Agreement dated [DATE] ("the Initial Planning Agreement")) are located and the planning obligations covenants agreements and other provisions contained in the Initial Planning Agreement (insofar as they are relevant and applicable to the Land and its development in accordance with the Planning Permission and/or any relevant Section 73 Permission) are intended to be made enforceable by the Council against the Covenantor and to be binding in respect of the Land in accordance with the terms of this Confirmatory Deed and the Initial Planning Agreement.
- (C) TfL is the strategic transport authority responsible for the Strategic Transport Network in the vicinity of (and including) the Site and there are covenants agreements and obligations contained in the Initial Planning Agreement which are stated to be made or entered into by the Developer in favour of (and to be enforceable by) TfL and in respect of which TfL together with the Council is entitled to enforce the covenants agreements and obligations in accordance with the terms set out in the Initial Planning Agreement and these obligations covenants agreements and other provisions (insofar as relevant and applicable to the Land and its development in accordance with the Planning Permission and/or any relevant Section 73 Permission) are intended to be made enforceable by TfL against the Covenantor and to be binding in respect of the Land in accordance with the terms of this Confirmatory Deed and the Initial Planning Agreement.

- (D) This Deed is required pursuant to **clause []** of the Initial Planning Agreement to enable the Development to be carried out in the Phase of which the Land forms a part.
- (E) In accordance with **clause []** of the Initial Planning Agreement the Covenantor intends in this Confirmatory Deed to covenant to observe perform and comply with (and that the Land shall henceforth be subject to and bound by) the obligations covenants agreements and other provisions contained in the Initial Planning Agreement (insofar as relevant and applicable to the Land and its development in accordance with the Planning Permission and/or any relevant Section 73 Permission and the terms of the Initial Planning Agreement) insofar as they remain to be compiled with and relate to the Land.
- (F) The Land lies within the **[DETAILS TO BE INSERTED]** Phase(s) **[DETAILS TO BE INSERTED]** on the **[Parameter Plan]** and the Covenantor will accordingly be binding itself to the obligations covenants agreements and other provisions relating to or binding the Developer in accordance with the Initial Planning Agreement.

OPERATIVE PROVISIONS

8. OPERATION OF THIS CONFIRMATORY DEED

- 8.1 This Confirmatory Deed and the obligations contained in it are:

- 8.1.1 made pursuant to Section 106 of the Town and Country Planning Act 1990 as planning obligations and the other provisions referred to in the Initial Planning Agreement;
- 8.1.2 executed by the Covenantor so as to bind and subject its estate or interest in the Land (as detailed in **Schedule 1**) to the obligations covenants agreements and other provisions contained in the Initial Planning Agreement (insofar as relevant and applicable to the Land and its development in accordance with the Planning Permission and/or any relevant Section 73 Permission);
- 8.1.3 enforceable in accordance with this Confirmatory Deed and the Initial Planning Agreement against the Covenantor and its successors in title to the Land by the Council acting as the local planning authority; and
- 8.1.4 enforceable by TfL (where applicable) in accordance with this Confirmatory Deed and the Initial Planning Agreement and to the same extent and for the same purposes as the obligations covenants agreements and other provisions specified in the Initial Planning Agreement.

9. THE COVENANTOR'S OBLIGATIONS

- 2.1 The Covenantor hereby covenants agrees and undertakes (for itself and its successors in title to the Land) that its estate or interest in the Land shall henceforth be bound by the obligations covenants agreements and other provisions contained in the Initial Planning Agreement and expressed as being obligations of (or covenants or agreements made by) "the Developer" as if the Covenantor were a party to the Initial Planning Agreement when it was executed by the parties set out in the Initial Planning Agreement and insofar as the terms and obligations covenants agreements and other provisions remain to be complied with in accordance with the Initial Planning Agreement which are expressed to bind the whole or any part of the Site or any specified Phase Sub-Phase Plot or other part of the Site (or the Development) which includes the Land or the part of the Development to be accommodated or located on the Land.
- 2.2 For the avoidance of doubt any references in the Initial Planning Agreement to "the Developer" shall be read to the extent required in accordance with this Confirmatory Deed as including references to the Covenantor.
- 2.3 Where the Covenantor does not have vested in it all estates and interests in the part of the Site to which such obligations covenants agreements and other provisions relate it shall only be liable under **clause 2.1** above for a breach of any obligation covenant agreement and other provisions in the Initial Planning Agreement if and to the extent that its estate or interest in the Land and any other relevant part of the Site enables or requires it to comply with such obligation covenant agreement and/or other provisions provided nevertheless that nothing in this **clause 2.3** shall undermine or reduce the liability of the Covenantor in respect of any breach of any joint and several covenants contained in the initial Planning Agreement by the Developer which shall bind the Land in accordance with this Confirmatory Deed as a part of the Site or the Development (including any Phase or Sub-Phase of the Development or any Plot Development) which is bound by the obligations covenants agreements and other provisions contained in the Initial Planning Agreement.

10. COMPLIANCE BY THE COUNCIL AND TfL

- 10.1 The Council and TfL agree separately with the Covenantor that if and insofar as relevant to the Land and the development of it in accordance with the Planning Permission (and any Section 73 Permission) they will comply with their respective obligations covenants agreements and undertakings contained in the Initial Planning Agreement if and to the extent that they affect or apply or relate to the Land and the obligations covenants agreements and/or other provisions under the Initial Planning Agreement which the Covenantor shall have undertaken in accordance with the terms of this Confirmatory Deed.

10.2 The Council shall hold the sums that are paid to it in accordance with **clause []** of this Deed as stakeholder in accordance with its obligations under **paragraph []** of **Schedule []** to the Initial Planning Agreement.

11. MISCELLANEOUS PROVISIONS

11.1 All words and phrases in this Confirmatory Deed shall bear the same meaning as defined in the Initial Planning Agreement except where defined otherwise in this Confirmatory Deed.

11.2 This Confirmatory Deed shall be registrable as a local land charge by the Council.

11.3 The Covenantor shall pay to the Council and TfL on completion of this Confirmatory Deed their reasonable legal costs incurred in the negotiation preparation and execution of this Confirmatory Deed.

11.4 No provision of this Confirmatory Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

11.5 Any invalidity, illegality or unenforceability of any clause or paragraph in the Initial Planning Agreement or this Confirmatory Deed shall not affect the validity or enforceability of the remaining provisions in this Confirmatory Deed.

11.6 This Confirmatory Deed shall immediately cease to have effect if and to the extent that the Initial Planning Agreement ceases to have effect and in any such circumstance all reference to this deed shall be removed from the local land charges register.

IN WITNESS of the above [] has executed this Deed the day and year first above written.

EXECUTED as a deed by)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF SOUTHWARK)
acting by a director and)
its company secretary or two directors)

Authorised Signatory

EXECUTED as a deed by)
TRANSPORT FOR LONDON)
acting by a director and)
its company secretary or two directors)

Authorised Signatory

EXECUTED as a deed by)
LEND LEASE (ELEPHANT & CASTLE))
LIMITED)
acting by a director and)
its company secretary or two directors)

Director

Director/Secretary

SCHEDULE

Details of the Land and interests to which this Confirmatory Deed relates

APPENDIX 2

Heads of Terms for the Lease of the Affordable Retail Units

Demise	The Affordable Retail Unit in shell form (including shop fronts) but with service heads and such other rights as may be agreed by the Developer and the Approved Tenant.
Rent	<p>Year 1 Rent free</p> <p>Year 2 (Market Rental Value - 40%) x NIA</p> <p>Year 3 (Market Rental Value - 30%) x NIA</p> <p>Year 4 (Market Rental Value - 20%) x NIA</p> <p>Year 5 (Market Rental Value - 10%) x NIA</p> <p>Years 6-10 Review to Market Rental Value</p> <p>(where "Market Rental Value" in respect of Years 2, 3, 4 and 5 means the open market rent at which the Affordable Retail Unit might reasonably be expected to be let in the open market; the term "Review to Market Rental Value" in respect of years 6-10 shall be the open market rental value as determined at rent review which takes place at year 5 under the occupational lease; and "NIA" represents the total floor area within the walls of the Affordable Retail Unit completed to shell finish).</p>
Term	10 years
Rent Review	upward only rent review to open market rental value at the end of the 5 th year of the term
Alienation	Subletting of whole or part to be prohibited. The rent to be reviewed to open market rental value at the time of assignment (i.e. the new tenant would pay the open market rent).
Repairs	Tenant to be responsible for all internal non-structural repairs and the exterior and structure pursuant to payment of a fair and reasonable service charge. Tenant also to be responsible for dilapidations at the end of the lease or on the occasion of a lease break or upon vacating the unit

Security of Tenure	security of tenure under the Landlord and Tenant Act 1954 to be excluded
Service Charges	Service Charges to be fair and reasonable.
Tenants Break Rights	Tenants right to break after 5 years

APPENDIX 3

Employment and Training methodology

- 12.** The Developer is committed to meeting the needs of local people wherever possible and to pro-actively encourage the employment of residents in the Borough. Given the scale and timetable for the Development it is anticipated that the Development's Employment and Training Scheme will contribute to long term improvements in participation and skills in London's construction industry.
- 13.** Contractors are expected to support the Developer in its delivery of any economic development and community investment commitments and targets the Developer has set.
- 14.** The Developer will use all reasonable endeavours to secure contractual commitments from their contractors to provide employment and up-skilling opportunities for residents of the Borough in line with the Employment and Training Scheme. The Employment and Training Scheme will be developed by the Developer and the Construction Workplace Co-ordinator(s) shall be available to those on the Site in partnership with local agencies and training providers, and will include:
 - 14.1** BeOnSite;
 - 14.2** the Council;
 - 14.3** a consortium approach between local partners – including local authorities, Job Centre Plus and education and training providers; and
 - 14.4** a commitment from contractors and sub-contractors to use specified methods of recruitment.
- 15.** The Developer will use reasonable endeavours to secure contractual commitments from their contractors to participate in the programmes of training (or re-training) of people living in the Borough in such skills appropriate to the contractor's works. These initiatives may include, but are not limited to activities such as providing paid or unpaid work placements, participating in work experience programmes, providing employment opportunities, promoting National Construction Week and employers giving time to visit local community organisations, schools, colleges etc.
- 16.** The Developer will use reasonable endeavours to secure contractual commitments from their contractors that where there is a requirement for casual or temporary employment this should, wherever possible be drawn from the labour workforce resident in the Borough, via the Employment and Training Scheme.

17. The Developer will use reasonable endeavours to secure contractual commitments from their contractors to offer all types of jobs and at all levels to people living in the Borough as far as possible. These terms will secure an expectation that where residents of the Borough are appropriately qualified or experienced in any relevant trade, administrative or managerial/professional skills, they should be given the opportunity of employment.
18. The Developer will use reasonable endeavours to secure contractual commitments from their contractors and sub-contractors to offer and promote apprenticeships to people resident in the Borough as far as possible and to maintain the apprenticeships within their organisation until completion of the apprenticeships.
19. The Developer will utilise their BeOnSite programme and will notify the Council and relevant training partners at an early stage of the intended construction programme and start date on Site and will work with contractors to review and identify available skills and skills shortages and to commence appropriate up-skilling programmes for the labour force resident in the Borough where appropriate.
20. The Developer and/or their contractor/contractors (and sub-contractors) will nominate a person to be responsible for delivery of the Employment and Training Scheme on each relevant part of the Development and the nominated person(s) will be required to attend meetings where necessary and to liaise with the responsible person in the contractor/contractors company on matters pertaining to the training and employment of people resident in the Borough being carried out by them. The person appointed will also be responsible for collating information on training and employment carried out by sub-contractors and ensuring that similar provisions apply to those sub-contractors.
21. The Developer will collate and supply quarterly monitoring information to the Council. Quarterly monitoring reports will record numerical progress against targets and a narrative report on recent and planned activity pursuant to the Employment and Training Scheme. The Developer will also produce a final report on each relevant part of the Development summarising activity and achievements under the Employment and Training Scheme.
22. The Developer will collate and supply equalities data in line with the Council's equalities monitoring requirements at the time of each report.
23. The Council may from time to time carry out monitoring visits to audit the information supplied in the monitoring reports and check evidence for outputs claimed. The evidence required will include as a minimum:
 - 23.1 Training and qualifications: Evidence that the training has been provided and that the individual has participated in the programme of activity (e.g. registers, copies of training plans signed by individuals) and that the individual has achieved the qualification (e.g. copy of certificate)

23.2 Job Outcomes: Provision of a letter from the employer or a standard letter with the employer stamp confirming the length of period the individual has been employed for; or a copy of the individual's payslips for the appropriate period; or a copy of the contract of employment between the individual and the employer; or a signed self declaration by the individual incorporating the employer's details.

23.3 Participant Records: Subject to compliance with the Data Protection Act 1998 individual records giving home address, gender, ethnicity, disability (if applicable), age, length of unemployment and other equalities or target group data as required by the Council, details of which will be provided by the Council's monitoring officer.

24. The Developer will use reasonable endeavours to secure contractual commitments from their contractors to record labour statistics to assist the Council to evaluate the success of the local employment initiatives. As a minimum, contractors shall monitor and record the number and proportion of people resident in the Borough and businesses based in the Borough who have been employed and/or utilised. Reports are to be submitted on a monthly basis throughout the development period to the Developer, who will on a quarterly basis collate and supply this information to the Council.

25. The Developer will utilise BeOnSite which is a national not-for-profit company created by the Developer to respond to community needs and to build local partnerships, providing disadvantaged people resident in Southwark with pre-employment skilling, industry relevant training where relevant and sustained employment within the property sector.

26. The Developer will also undertake the 'workplace coordinator' role who will be responsible for on-site job brokerage through the supply chain and coordination with local skills and employment agencies to provide employment and skills outcomes for unemployed residents of the Borough including :

- 26.1 Pre-employment information advice and guidance;
- 26.2 Flexible financial support for training, personal protective equipment, travel costs etc;
- 26.3 Skills development, pre and post employment;
- 26.4 Ongoing support in the workplace; and
- 26.5 Facilitation of wider benefits, including schools engagement, work experience etc.

27. The Developer will further utilise BeOnSite to secure the appointment of a Supplier Diversity Manager or Champion to provide a dedicated link between local businesses and procurement and package managers and other contract managers.

- 28. The Developer will use all reasonable endeavours to secure contractual commitments from their contractors to work with BeOnSite including but not limited to committing to provide paid or unpaid work placements and/or host BeOnSite trainees/employees for extended, paid placements so that they can gain experience of employment in the property sector. Details of these working programmes are provided at: www.beonsite.org.uk
- 29. BeOnSite's aim is to develop sustained employment whether directly with BeOnSite or elsewhere in the property industry (this is considered a success for BeOnSite).
- 30. The approved Employment and Training Scheme to be submitted with each Reserved Matters Application will integrate aspirational 'Targets' and minimum 'Requirements' in line with the methodology below to allow for the monitoring of the programme and to reflect the added support required and complexity of placing the most disadvantaged employees.
- 31. The targets and requirements will be calculated according to the following formula:

Outcomes

Sustained Jobs (26 weeks)	35	
Short courses	15	
CSCS cards	35	
NVQs	8	

} x uplift multiplier = Plot Targets

The uplift multiplier shall be calculated as follows:

(Total number of residential units / 160) + ((parking, servicing, plant and storage GEA / 2 + remainder GEA non-residential space) / 7500 sqm) = uplift multiplier

- 32. The maximum and minimum targets and requirements for the Development shall initially be assumed and thereafter shall be reviewed and re-calculated by reference to each Reserved Matters Application and shall follow the Format and Methodologies used to produce the following tables illustrating the Employment Targets and Requirements associated with the Maximum Proposed Floorspace and the Minimum Proposed Floorspace.

TABLE 1**Maximum floorspace development**

Outputs	Requirements (Min provision)*	Target
Jobs (26 weeks)	397	397 and a further 2382 person months of employment
Short courses	N/A	340
CSCS cards	N/A	794
NVQs / Apprentices	N/A	182

TABLE 2**Illustrative Masterplan**

Outputs	Requirements (Min provision)*	Target
Jobs (26 weeks)	356	356 and a further 2133 person months of employment
Short courses	N/A	305
CSCS cards	N/A	711
NVQs / Apprentices	N/A	163

TABLE 3**Minimum floorspace development**

Outputs	Requirements (Min provision) *	Target
Jobs (26 weeks)	326	326 and a further 1956 person months of employment
Short courses	N/A	279
CSCS cards	N/A	652
NVQs / Apprentices	N/A	149

*subject to the reward mechanism detailed in **paragraph 3 below**.

1. The employment target calculated by the formula in **paragraph 20 above** in **Appendix 3** may be expressed either as individuals supported into jobs of minimum 26 weeks, or as cumulative person months of employment.
2. The default minimum requirement for employment shall be 50% of the Target achieved as 26 week jobs.
3. This minimum requirement will be subject to a reward mechanism whereby:
 - 3.1 If 50% of the Target as additional person months of employment is achieved, the minimum requirement for 26 weeks jobs will reduce to 37.5% of the Target.
 - 3.2 If more than the additional 50% of the Target as person months of employment is achieved, the minimum requirement for 26 week jobs will be further reduced by a pro-rata amount, down to a minimum of 25% of the Target when the additional person months of employment reach 62.5% of the Target.
 - 3.3 The number of months of employment for any one individual to be counted against the Target is capped at 24.

*Targets are not mutually exclusive i.e. one person may achieve an NVQ, a CSCS card and a job.

APPENDIX 4

Affordable Housing Framework

1. CUMULATIVE DELIVERY MILESTONES AND MIX

Milestones (total number of units completed, including private and affordable)	Proportion of Affordable Housing to be provided by <u>Habitable Rooms</u> on completion of each cumulative milestone	Tenure Mix to be provided within the total provision of Affordable Housing by <u>Habitable Rooms</u> on completion of each cumulative milestone		Min and Max provision of 3 + bed Units at Social Rent Levels within the total provision of Affordable housing by <u>Habitable Rooms</u> on completion of each cumulative milestone
		RENTED	SHARED OWNERSHIP	RENTED 3 + BED
400	Min 20%	Min 25%	Max 75%	Min 20% Max 35%
800	Min 20%	Min 25%	Max 75%	Min 20% Max 35%
1,200	Min 25%	Min 35%	Max 65%	Min 20% Max 30%
1,600	Min 25%	Min 40%	Max 60%	Min 18% Max 21%
2,000	Min 25%	Min 40%	Max 60%	Min 15% Max 21%
Milestone	Proportion of Affordable Housing to be provided by <u>Habitable Rooms</u> on completion of the Development	Tenure Mix to be provided within the total provision of Affordable Housing by <u>Habitable Rooms</u>		Max provision of 3 + bed Units at Social Rent levels within the total provision of Affordable Housing by <u>Habitable Rooms</u>
On completion of the last unit	Target aggregate 25%	50%	50%	<u>Max 18%</u>

2. AFFORDABLE HOUSING PROVISION – MINIMUM LEVELS (2,300 units)

MIN Development (based on 2,3000 units)		1 bed	2 bed	3 + bed	TOTALS
	<u>Rented</u>				
	Habitable Rooms [assuming no unit in the Development has a room larger than 27.5 m ²]	No less than 501		No less than 286	Total no less than 787
	Units	[194]*		[71]*	[265]*
	<u>Shared ownership</u>	1+ bed			
	Habitable Rooms [assuming no unit in the Development has a room larger than 27.5 m ²]	No less than 787			Total no less than 787
	Units	[268]*			[268]*

[numbers]* = Illustrative position on unit numbers assuming no Habitable Room in the whole Development exceeds 27.5 m²

Within the Affordable Housing Framework the following principles will also apply:

1. 50% of Shared Ownership Units (based on habitable rooms) are to be provided to residents on incomes at or below the Southwark Shared Ownership Affordability Threshold;
2. 50% of the Shared Ownership Units (based on Habitable Rooms) are to be made available to households at or below the GLA Affordability Threshold;
3. Registered Providers shall ensure that initial share of the Shared Ownership Unit must be a minimum of 25% and a maximum of 75% of the Shared Ownership Unit.
4. Registered Providers shall set rents for Shared Ownership Units at no more than 2.75% of the value of the unsold equity at the point of initial sale.

APPENDIX 5

Car Club Principles

- 1.** The Developer shall provide Car Club Spaces in defined locations within the Development in accordance with the Car Club Scheme.
- 2.** The Developer shall subsidise the Car Club Operator by paying for 36 months' free membership of the Car Club for each household being the first purchaser of each Dwelling in the Development.
- 3.** The Developer shall provide Car Club Spaces within the Development at its own cost which may include temporary car club spaces during construction.
- 4.** The Car Club Operator, the Council and the Developer shall review the Car Club Spaces and the Car Club Scheme 18 months after implementation of such Scheme with annual reviews thereafter to (a) assess the level of demand generated by the residents of the Development for the Car Club Spaces and (b) assess if the Car Club Spaces should be retained within the Development with a written summary of the review's conclusions being provided to the Council.
- 5.** In the event that any review undertaken in accordance with paragraph 4 above demonstrates that there is demand for additional Car Club Spaces the Developer shall provide such additional Car Club Spaces within the Development up to a maximum of 16 Car Club Spaces (comprising 15 spaces for Car Club Cars and 1 for a Car Club Van) unless the annual review demonstrates that more than 16 Car Club Spaces are necessary to meet the demand of residents of the Development PROVIDED THAT it is reasonably practicable.
- 6.** The Car Club Spaces shall be demarcated "Car Club Only".
- 7.** Children's car seats shall be made available for residents of the Development at no cost to the resident and the seats shall be stored in close proximity to the Car Club space provided.
- 8.** The Developer shall encourage the use of sustainable modes of transport and promote the presence of the Car Club Operator and the Car Club Cars within the Development and the free membership offer within the information packs provided to residents of the Development.

APPENDIX 6

Park Advisory Group Terms of Reference

1. INTRODUCTION

- 1.1 The Developer is to set up the Park Advisory Group in accordance with these terms of reference.
- 1.2 Taking membership of the Park Advisory Group implies acceptance of the requirement to act in accordance with these terms of reference.

2. CONSTITUTION

Status

- 2.1 The Park Advisory Group's role is to inform the development of:
 - 2.1.1 the Temporary Park Area Strategy; and
 - 2.1.2 the Park Area Strategy via the production of the Park Area Masterplan.

Duration

- 2.2 The Park Advisory Group's role and responsibilities will start from the date of its constitution as set out in **paragraphs 20.1 and 21.3 of Schedule 3**.
- 2.3 The Park Advisory Group is expected to provide initial feedback in relation to the Temporary Parks Strategy in accordance with **paragraph 2.10 of this Appendix 6** and then (at the relevant time) will fulfil the objectives listed in **paragraph 2.11 of this Appendix 6** in relation to the Park Area Strategy and shall endure until the final Reserved Matters Application(s) including the Park Area has or have been approved.

Membership

- 2.4 The Developer shall send invitations for membership (such membership to be in accordance with **paragraph 2.5** below) prior to the date of its constitution as set out in **paragraphs 20.1 and 21.4 of Schedule 3**.
- 2.5 Subject to invitations being accepted, the Park Advisory Group membership will consist at any given time of:
 - 2.5.1 3 representatives from recognised residents organisations;
 - 2.5.2 3 representatives of the Developer; and
 - 2.5.3 3 representatives of the Council.
- 2.6 Membership of the Park Advisory Group is voluntary and no monies shall be paid to any members for their participation in the Park Advisory Group.
- 2.7 The Developer and the Council shall review membership of the Park Advisory Group on an annual basis.

2.8 The Park Advisory Group shall be entitled to invite such specialist as it sees fit in order to assist with the Park Advisory Group's objectives.

The Park Advisory Group's objectives

2.9 The Park Advisory Group's objective is to make recommendations to the Developer regarding the formulation of (a) the Temporary Park Area Strategy and (b) the Park Area Strategy via the production of the Park Area Masterplan.

2.10 The Park Advisory Group is responsible for advising on the contents of the Temporary Park Area Strategy (the production of which is the responsibility of the Developer) and the Park Advisory Group shall provide recommendations on the functionality scope and design of the Temporary Parks.

2.11 The Park Advisory Group is responsible for advising on the contents of the Park Area Masterplan (the production of which is the responsibility of the Developer) and the Park Advisory Group shall provide recommendations on:

- 2.11.1 design function access activities and landscaping of the Park Area;
- 2.11.2 potential facilities to be considered in the Park Area Strategy; and
- 2.11.3 approaches to the management and maintenance of the Park Area.

Meetings

2.12 The Park Advisory Group shall meet quarterly unless agreed with the Council in writing otherwise. The first meeting shall take place as soon as possible following the constitution of the Park Advisory Group and at that meeting the Park Advisory Group will agree the dates for subsequent meetings.

2.13 The Developer will provide a venue for meetings of the Park Advisory Group.

2.14 A representative of the Developer shall act as chair of Group unless agreed otherwise by the Park Advisory Group.

2.15 At least five working days prior to each meeting of the Park Advisory Group the Developer will circulate to members an agenda and associated papers for the meeting.

2.16 The Developer shall have regard to the recommendations made at the meetings prior to finalising the Temporary Park Area Strategy and the Park Area Strategy and shall submit details to the Council as to how it has had regard to the Park Advisory Group's recommendations.

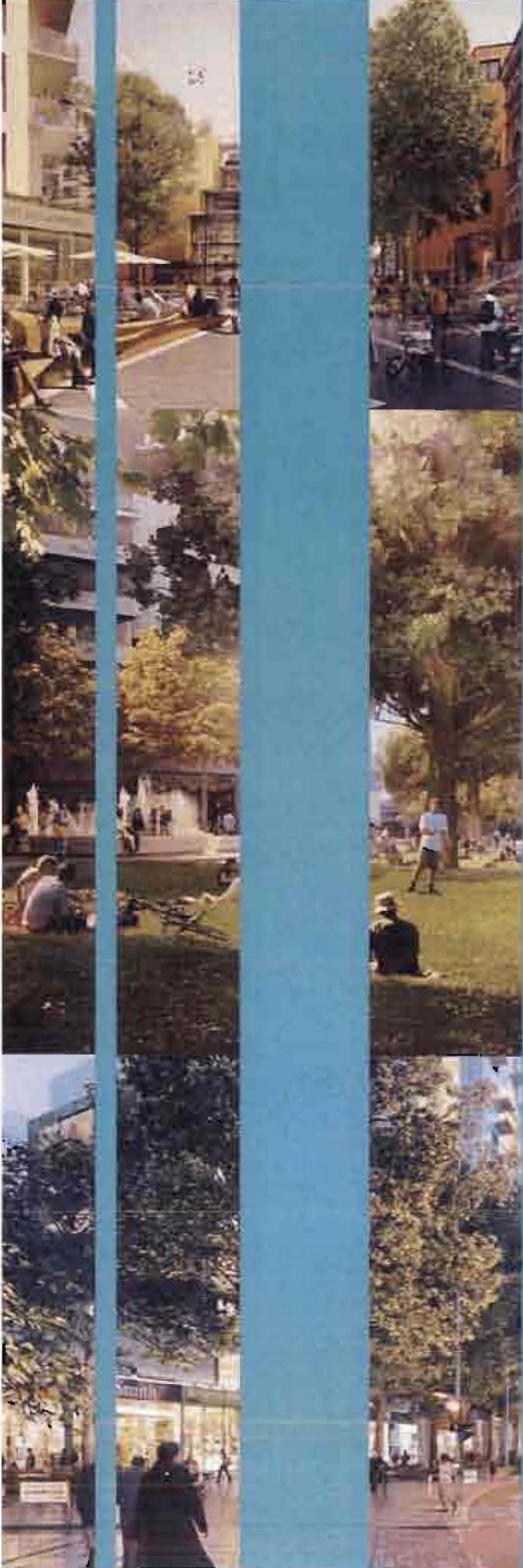
APPENDIX 7
Heygate Masterplan Outline Travel Plan



The Heygate Masterplan
Elephant and Castle
Outline Planning Application

Travel Plan

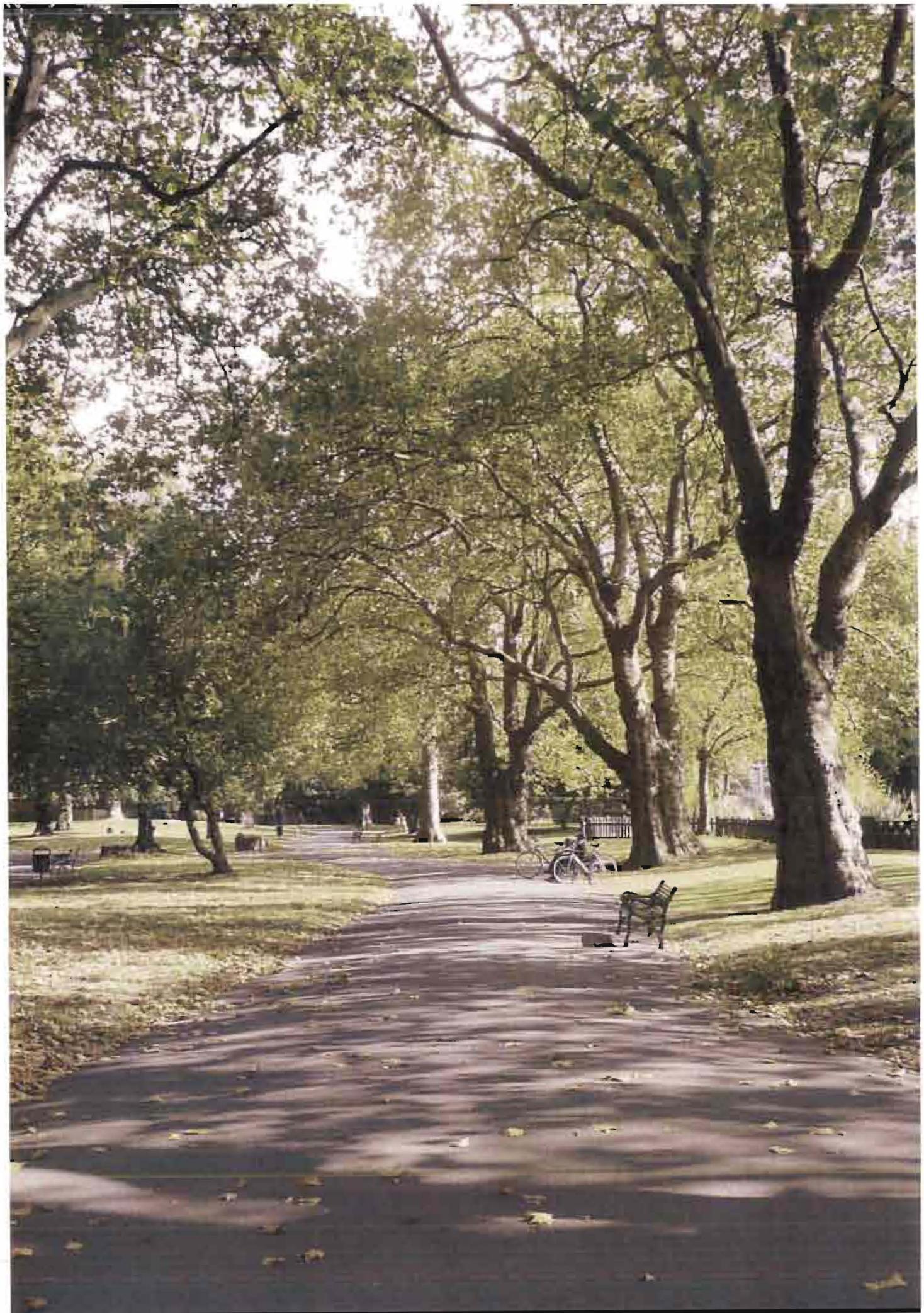
Prepared for Lend Lease by **Arup**
September 2012



Lend Lease is
committed to
the successful
regeneration
of **Elephant**
and **Castle**

Application Documents September 2012

- Parameter Plans
- Design Strategy Document Addendum
- Development Specification
- Design and Access Statement Addendum
- Environmental Statement Addendum
 - Non-Technical Summary
 - Main Text and Figures
 - Glossary, Abbreviations and References
 - Preface
 - Chapter 1 Introduction
 - Chapter 2 EIA Methodology
 - Chapter 3 Existing Land Uses and Activities
 - Chapter 4 Alternatives
 - Chapter 5 The Proposed Development
 - Chapter 6 Development Programme, Construction and Demolition
 - Chapter 7 Transportation
 - Chapter 8 Noise and Vibration
 - Chapter 9 Air Quality
 - Chapter 10 Ground Conditions and Contamination
 - Chapter 11 Water Resources and Flood Risk
 - Chapter 12 Ecology
 - Chapter 13 Archaeology
 - Chapter 14 Wind
 - Chapter 15 Daylight, Sunlight and overshadowing
 - Chapter 16 Socio-economics
 - Chapter 17 Cumulative Impacts
 - Chapter 18 Summary of Mitigation and Residual Impacts
 - Townscape, Visual and Built Heritage Assessment
 - Appendices
- Landscape Strategy Addendum
- Tree Strategy Addendum
- Planning Statement Addendum
- Transport Assessment Addendum
 - Travel Plan
 - Housing Statement Addendum
 - Draft Section 106 Heads of Terms
 - Energy Strategy Addendum
 - Health Impact Assessment Addendum
 - Equalities Impact Assessment
 - Design User Guide
 - Summary of Revisions to the Outline Planning Application



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Drawing 215367-00-SK53 Illustrative Access and Movement Plan

1 Introduction

This Travel Plan has been prepared and submitted by Arup, on behalf of Lend Lease (Elephant and Castle) Limited (the "Applicant"), to support an outline planning application for The Heygate Masterplan in Elephant and Castle (the "Site"). This Travel Plan replaces the March 2012 version originally submitted with the outline application.

1.1 Background

The Southwark Plan's vision for the Elephant and Castle Opportunity Area (OA) is to "create a thriving and successful mixed-use major town centre, safe, full of vitality and accessible to all from a highly integrated public transport system and combining historic character with a high quality design and layout of new buildings. A place where people will want to live, to work and to visit for shopping and leisure".

Following from this, the aim for the Heygate Masterplan, herein referred to as the Proposed Development, is "to provide high-quality new housing, retail, business and community space with enhanced public realm that will make a significant contribution towards the regeneration of the wider Elephant and Castle area and create a thriving and successful urban quarter".

With respect to transport, three development objectives were identified to help deliver this vision, namely:

- Encouraging the highest level of sustainability and accessibility in respect of transport, focusing on walking, cycling and public transport, and contributing to infrastructure that will support this both within the site and over the wider area;
- Providing a high-quality, attractive and successful public realm of streets and spaces that are: well designed and easy to understand; safe and inviting 24 hours a day; not dominated by motorised vehicles but provide a good level of permeability for pedestrians, cyclists and local public transport and good links to the wider network; and
- Creating high-quality sustainable and accessible green spaces that contribute positively to the natural heritage, encourage activity and improve the appearance and the quality of life for the people in it.

As an overall objective, the Proposed Development intends to activate streets to provide a safe environment for all users.

1.2 Land Use Mix

The Proposed Development will comprise a mix of land uses including residential, retail, commercial, leisure, community and *sui generis* (Energy Centre). The proposed minimum and maximum areas for each land use are shown in Table 1.1.

Table 1.1 Minimum and Maximum Areas

LAND USE	Minimum GEA (m ²)	Maximum GEA (m ²)
A1 – A5 Retail ¹	10,000	16,750
B1 Business	2,000	5,000
C3 Residential ²	160,579	254,400
D1 Community	1,000	5,000
D2 Leisure and Entertainment	1,000	5,000
Centre	500	925

¹ GEA (retail) – includes GEAs of enclosed selling floorspace and excludes services, back of store and associated plant. It excludes any area of outdoor overspill and selling space.

2 GEA (residential) – includes GEAs of indoor space of the proposed residential units, core and plant areas on a typical floor level and lobby / entrance areas at ground floor, but excludes car parking areas for residential use, cycle stores, refuse stores, concierge facilities, ground floor and basement plants, roof level plants, winter gardens, private terraces and gardens and any balcony space (whether projecting, inset or enclosed).

1.3 Phasing

It is currently proposed that the Proposed Development be constructed in five phases spanning 13 years. An indicative phasing plan is described as follows:

- **Phase 1** – Plot H4 including completion of 50% of the new park area;
- **Phase 2** – Plot H1, Plot H12 (Energy Centre) and utilities infrastructure with Heygate Street;
- **Phase 3** – Plot H2, Plot H5 and completion of the new park area;
- **Phase 4** – Plot H3 and Plot H7; and
- **Phase 5** – Plots H6, H10, H11a, H11b and Plot H13.

1.4 Approach

In order for the sustainable transport vision to be realised, it is important that the users of the Proposed Development are aware of the options available to them and are encouraged to use more sustainable modes. The implementation of a site-wide Travel Plan will be an important tool in achieving these aims. A Travel Plan will be prepared for each land use. As individual development plots are brought forward, an individual Travel Plan will be prepared for each land use within that plot. However, where a retail, commercial or community use is below the relevant TfL threshold (less than 20 staff and less than 1,000m² (A1 food/non-food) or 750m² (food and drink) for retail uses, fewer than 20 staff or less than 2,500m² for commercial uses and fewer than 20 staff for community uses), an individual Travel Plan will not be prepared specifically for that land use as it will be covered by the Site-wide Travel Plan.

The Travel Plans will focus, first and foremost, on encouraging walking and cycling, followed by the use of public transport. Car sharing, the use of car clubs and more sustainable ways of travelling by car, including by electric vehicles, will be considered. Finally, travel by private car will be discussed. Through the Travel Plans and the associated monitoring, the reasons why people are travelling will be ascertained and reviewed. Demand for the various modes will also be ascertained and measures will be tailored to encourage more travel by specific modes.

The Travel Plan strategy will evolve with the Proposed Development from outline planning stage through to the completion of individual buildings within the Proposed Development. The first stage is the preparation of this document the site-wide Travel Plan Framework which will accompany the Transport Assessment prepared as part of the outline planning application. The Travel Plan Framework covers the whole site and will be approved and attached to the Section 106 Agreement to set the 'parameters' for more detailed Travel Plans. Secondly, at the detailed planning stage a more detailed Travel Plan will be developed for the individual plots within the Heygate Masterplan as they come forward. Thirdly, following from this, an individual Travel Plan for each land use within each plot will be developed with successful measures taken forward from the preceding Travel Plans. Finally, as the development evolves, the individual Travel Plans will be monitored and form the basis of a site-wide Travel Plan for the Proposed Development as a whole. This process is shown in Figure 1.

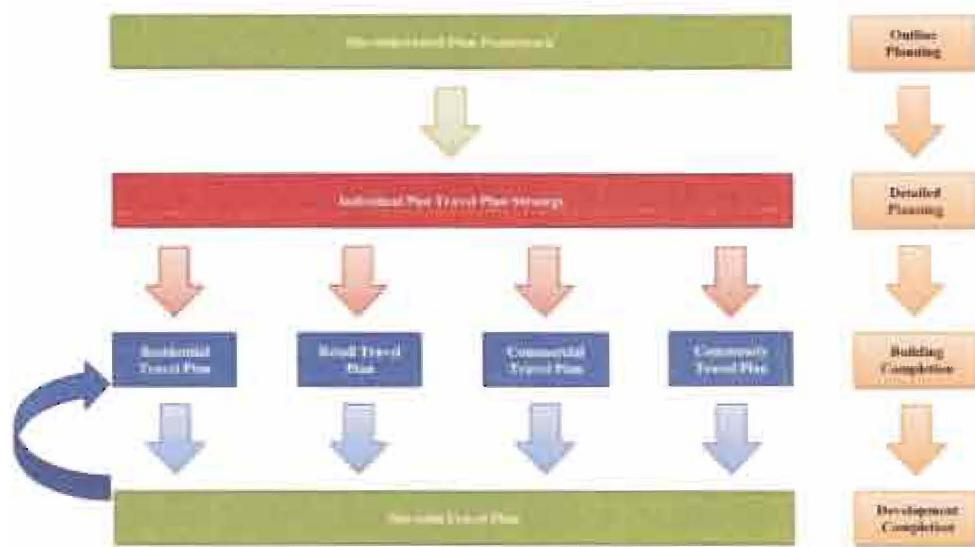


Figure 1: Proposed Development Travel Plan Strategy

The site-wide Travel Plan will provide a framework for all subsequent Travel Plans prepared as new development plots are brought forward.

The Travel Plans will be prepared with reference to the Sustainability Statement and Interim Use Strategy to ensure that the infrastructure provided supports healthy travel such as walking and cycling.

The Travel Plans will consider a number of measures and initiatives aimed at encouraging walking, cycling and travel by public transport. A number of measures will be embedded in the design to influence the travel patterns of the users of the proposed development. Such measures will include:

- A high quality of public realm throughout the Site;
- Excellent pedestrian connectivity and permeability within the Site and to the wider local area;
- The provision of a number of cycle routes throughout the Site also connecting to the wider cycle network;
- The provision of cycle parking for residents, employees and visitors to the Proposed Development;
- An appropriate level of car parking; and
- The provision of car club spaces and the implementation of a car sharing scheme.

A number of other measures to facilitate walking, cycling and the use of public transport will be considered and will ensure that users of the proposed development are aware of the range of transport options available. The Travel Plans will also consider:

- The dissemination of travel information including public transport maps, timetables, walking and cycling route maps; and
- The provision of additional cycle facilities, including signage, maintenance facilities and a London Cycle Hire station.

The full range of measures and initiatives is discussed in Section 5.

2 Relevant Policy and Guidance

2.1 Introduction

Travel Plans are key elements in the Government's drive for a responsible, environmentally conscious transport policy. Travel Plans reflect the desire to respond to the increasing concerns over the current levels of travel and the effect that they have on the environment. Travel Plans assist in rationalising the travel choices of individuals within their communities – they encourage the most beneficial use of all travel modes so that local and national concerns are fully addressed.

The policy context that underpins the Heygate Masterplan is wide reaching and multi-layered. However, a number of transport policy themes, goals and objectives are consistently highlighted at national, regional, sub-regional and local level, the most pertinent of which are:

- The integration of transport and land use planning;
- Managing transportation effectively and efficiently;
- Provision and promoting sustainable transport choices as viable alternatives to the private car;
- Providing sustainable transport accessibility for all users including pedestrians, people with disabilities, cyclists and public transport users;
- Helping to meet the aims and objectives of the London Plan;
- Sustainable development of new communities and ensuring lasting legacy housing provision will be accessible by sustainable modes; and
- Facilitating growth and regeneration opportunities in a sustainable and integrated way to deliver a lasting legacy.

This section of the Travel Plan identifies the regulatory support for Travel Plans at a national, regional and local level.

2.2 National Policy

The Department for Communities and Local Government (DCLG) published the *National Planning Policy Framework* (the NPPF) in March 2012. The NPPF replaces the previous planning policy guidance (PPG) and planning policy statement (PPS) documents.

With specific reference to transport, the NPPF states that "The transport system needs to be balanced in favour of sustainable transport modes, giving people a real choice about how they travel". The NPPF also indicates that "developments should be located and designed where practical to

- *accommodate the efficient delivery of goods and supplies;*
- *give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;*
- *create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians, avoiding street clutter and where appropriate establishing home zones;*
- *incorporate facilities for charging plug-in and other ultra-low emission vehicles; and*
- *consider the needs of people with disabilities by all modes of transport.*

The NPPF indicates that "*a key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan*".

The Department for Transport (DfT) produced *Good Practice Guidelines: Delivering Travel Plans through the Planning Process* in April 2009 as best practice guidance. This document sets out the actions that can be taken in producing high-quality Travel Plans. The guidelines aim to help those creating and

implementing Travel Plans understand the process involved and outlines good practice steps for achieving successful and sustainable Travel Plans.

In relation to residential Travel Plans, the DfT has produced a guidance document entitled *Making Residential Travel Plans Work* (DfT, 2005). The guidance provided in this document has also been considered as part of this Travel Plan.

The *Walking and Cycling Action Plan*, published by the DfT in 2004 promotes the elevation and greater prioritisation of pedestrians over highway and transport planning. This Plan places pedestrians, in most instances, on top of the transport modal hierarchy, followed by cyclists, public transport and lastly private vehicles.

In relation to the promotion of walking and cycling, the main objectives of the *Walking and Cycling Action Plan* are to:

- Create places in which people want to walk and cycle;
- Provide high-quality facilities for safe walking and cycling;
- Promote educational resources, training and marketing to influence travel behaviour; and
- Monitor success through better targets and indicators.

2.3 Regional Policy

The *London Plan*, the Mayor's spatial development strategy produced by the Greater London Authority (GLA), was published in July 2011. In line with Government transport policy, it emphasises the need to integrate transport and planning to promote more sustainable modes of transport than the private car.

TfL published *Travel Planning for New Development in London* in March 2011 which supersedes the previous guidance, 'Guidance for Residential Travel Planning for Development' (March 2008). The new guidance sets out the guidelines for preparing Travel Plans for new developments in London while supporting the achievement of the transport objectives of the adopted *London Plan* and the Mayor's *Transport Strategy*.

The new guidance endorses an "integrated and holistic approach to travel planning. However, while it is recommended that deliveries and servicing should always be considered as part of any travel plan, the level of detail provided about goods/servicing aspects will depend on the nature and scale of the development".

2.4 Local Policy and Guidance

Southwark Council published its Unitary Development Plan (UDP), *The Southwark Plan* in 2007. The UDP, which set out the Council's vision and objectives, contained a wide range of policies including those relevant to transport. In terms of Travel Plans, *The Southwark Plan* states that "where a development proposal is likely to have significant transport implications applicants will be asked to submit a Transport Assessment, which includes a Travel Plan with their application. A transport assessment will form part of the sustainability assessment".

Currently, *The Southwark Plan* provides a planning framework for all land use and development in the Southwark. However, this plan is gradually being superseded by Southwark's *Local Development Framework (LDF)*. The key document in this framework is the *Core Strategy* that "sets out how Southwark will change up to 2026". The *Core Strategy* was adopted in April 2011.

The *Core Strategy* indicates that "a Travel Plan, outlining sustainable transport objectives, targets and initiatives will be expected to be included within all Transport Assessments".

3 Existing Transport Facilities

This section provides a comprehensive review of the existing transport facilities available in the vicinity of the Proposed Development. It discusses walking and cycling facilities, public transport and the local highway network, along with a number of known future transport proposals.

3.1 Pedestrian Network

There is a varying level of provision for pedestrians in the vicinity of the Proposed Development. Along certain links and routes, particularly along New Kent Road, Walworth Road and Elephant and Castle (also known as the Elephant Link), the footways are of an adequate width with an appropriate provision of pedestrian crossings close to public transport (predominately bus) stops.

Recent works at the Southern Junction on the Elephant Link have seen major improvements to the public realm and pedestrian space at the junction and on the link.

There are, however, a number of other links and routes in the vicinity of the Proposed Development along which the pedestrian provision is poor, in particular along Heygate Street, Rodney Place, Rodney Road and Elephant Road. The existing Heygate Estate is characterised by a number of grade-separated footway links and crossings with no pedestrian provision along the southern side of the street. Recent works along Heygate Street have seen the introduction of a new 3m wide footway along the northern side the street.

3.2 Cycle Infrastructure

3.2.1 Cycle Routes

The key routes in the vicinity of the Proposed Development include the Cycle Superhighway from Merton to the City (CS7) along Newington Butts, Churchyard Row, Elliott's Row, Princess Street and Southwark Bridge Road.

Other key routes in the area include four London Cycle Network Plus (LCN+) links, which are described as follows:

- LCN+ Link 177 travels along Meadow Row connecting with Southwark Bridge Road and travels south along Rodney Place, Larcom Street and Brandon Street;
- LCN+ Link 181 travels along New Kent Road and London Road in an east to north-west direction;
- LCN+ Link 182 travels along Rodney Place, Heygate Street and Hampton Street continuing west along Brook Drive; and
- LCN+ Link 189 travels in a north-south direction between Routes 181 and 182 along the route of CS7.
- Link 177 connects with Link 181 at New Kent Road and with Link 182 at the junction of Heygate Street and Rodney Place.

There are a number of other streets / routes in the vicinity of the Proposed Development where there is provision for cyclists, namely:

- Walworth Road between Heygate Street and Elephant Road;
- Elephant Road;
- Balfour Street;
- New Kent Road between Balfour Street and Harper Road; and
- Harper Road between Falmouth Road and New Kent Road.

The following streets are routes on quieter roads recommended by cyclists as identified by the London Cycle Guide:

- Falmouth Road;
- Browning Street;
- Wadding Street;
- Stead Street; and
- Chatham Street.

3.2.2 Cycle Parking

There are seven London Cycle Hire docking stations in the vicinity of the Proposed Development, which are located as follows:

- Walworth Road adjacent to Elephant and Castle Shopping Centre / Southern Junction – 29 spaces;
- Walworth Road adjacent to Strata – 21 spaces;
- Wansey Street ~ 16 spaces;
- Rodney Road – 24 spaces;
- New Kent Road – 32 spaces;
- Newington Butts – 21 spaces; and
- Ontario Street – 14 spaces.

Publicly accessible cycle parking is available at a number of locations surrounding the site as follows:

- Two Sheffield stands (four cycle parking spaces) are available on New Kent Road, just east of the junction of New Kent Road with Rodney Place;
- Four Sheffield stands (parking for eight bicycles) are provided on Larcom Street close to its junction with Content Street;
- Four Sheffield stands available for cycle parking on Wansey Street, close to the junction of Wansey Street with Walworth Road; and
- Five Sheffield stands are provided on Elephant Road outside Elephant and Castle station.

3.3 Transport

3.3.1 PTAL

The Public Transport Accessibility Level (PTAL) of the Proposed Development has been calculated using TfL's approved PTAL methodology. PTAL assumes a walk speed of 4.8 km/h and considers as 'accessible' any rail station within a 12 minute walk (960m) of the site and any bus stops within an eight minute walk (640m).

PTAL rates accessibility on a scale from 1a (least accessible) to 6b (most accessible). Measured from the centre of the site, the Proposed Development has a PTAL rating of 6a or 'Excellent'. The rating increases to 6b at points close to the perimeter of the site and reduces to 5 at one location to the south of Heygate Street.

3.3.2 Underground

There are two London Underground (LU) lines within 960m walking distance of the Site. These services are summarised in Table 3.1 and their peak-hour frequency is also provided. Both lines are accessible from Elephant and Castle station.

Table 3.1: London Underground Services

Line	Route Summary	Peak hour service frequency per
Bakerloo	Harrow and Wealdstone – Wembley Central – Queen's Park – Paddington – Edgware Road – Baker Street – Oxford Circus – Waterloo – Elephant and Castle	Every 2 – 6 mins
Northern	Morden – Clapham Common – Kennington – Elephant and Castle – London Bridge – Bank – King's Cross – Euston – Camden Town – Edgware / High Barnet	Every 2 – 5 mins

Based on the train frequencies, outlined in Table 4.1, a minimum of 22 and a maximum of 60 LU trains serve Elephant and Castle station in each direction during the peak hour. On average, 32 trains serve the station during the peak hour. The Northern line provides the most frequent service, with a train every two to five minutes during the peak hour. The first and last train times at Elephant and Castle station are listed in Table 4.2.

3.3.3 National Rail

Elephant and Castle National Rail station is located approximately 750m from the centre of the Proposed Development. The station offers a wide range of National Rail suburban and intercity services, which are summarised in Table 3.2. The peak-hour service intervals are also provided.

Table 3.2: National Rail Services at Elephant and Castle

Operator	Route Summary	Peak Hour
Southeastern / First Capital Connect	St. Albans – St. Pancras International London Blackfriars – Elephant and Castle – Denmark Hill – Catford – Sevenoaks	4
First Capital Connect	Luton – St. Albans – St. Pancras International – London Blackfriars – Elephant and Castle – Streatham – Wimbledon / Sutton	3
Southeastern / First Capital Connect	Sevenoaks / Orpington – Bromley South – Catford – Elephant and Castle – London Blackfriars – St. Pancras International – St. Albans / Luton / West Hampstead / Bedford	9
Capital Connect	Wimbledon / Sutton – Streatham – Elephant and Castle – London Blackfriars – St. Pancras International – St. Albans / Luton	5

3.3.4 Buses

There are 28 bus routes operating in the Elephant and Castle area that are accessible to the Proposed Development. The routes, key destinations within London and the peak hour frequencies are given in Table 3.3. Based on the average frequency, the number of buses serving the area during the peak hour is approximately 200.

Table 3.3: Bus Routes and Frequency

Bus Route	Route	Peak Hour Buses
1	New Oxford Street, Waterloo, Elephant and Castle, Surrey Quays, Deptford, Thamesmead, Eltham	6 to 10
53	Horse Guards Parade, Lambeth North, Elephant and Castle, New Cross, Woolwich, Plumstead	6 to 8
63	King's Cross, Farringdon, Blackfriars, Elephant and Castle, Peckham	4 to 8
168	Roslyn Hill, Chalk Farm, Camden, Holborn, Waterloo, Elephant and Castle, Burgess Park	6 to 10
172	St. Paul's, Lancaster Place, Waterloo, Elephant and Castle, Peckham, New Cross, Brockley	8 to 12
188	Russell Square, Aldwych, Waterloo, Elephant and Castle, Canada Water, Surrey Quays, North Greenwich	8 to 12
363	Elephant and Castle, Peckham, East Dulwich, Norwood, Crystal Place	9 to 10
453	Marylebone, Oxford Circus, Westminster, Elephant and Castle, Peckham, Deptford Bridge	6 to 10
133	Liverpool Street, Bank, London Bridge, Elephant and Castle, Kennington, Brixton, Streatham	4 to 7
155	Elephant and Castle, Kennington, Oval, Clapham Common, Balham, Tooting, Morden	8 to 11
196	Elephant and Castle, Vauxhall, Stockwell, Brixton, Herne Hill, Tulse Hill, South Norwood	10 to 12
333	Elephant and Castle, Kennington, Oval, Stockwell, Brixton, Streatham Hill, Tooting	10 to 12
415	Elephant and Castle, Kennington, Brixton, Tulse Hill	11 to 12
343	London Bridge, Southwark, Elephant and Castle, Peckham, Nunhead, New Cross Gate	6 to 10
12	Oxford Circus, Westminster, Elephant and Castle, Camberwell, Peckham, Dulwich	5 to 8
35	Shoreditch, Liverpool Street, London Bridge, Elephant and Castle, Camberwell, Brixton, Clapham Junction	9 to 12
40	Aldgate, London Bridge, Southwark, Elephant and Castle, Camberwell, East Dulwich, Dulwich	8
45	St. Pancras, Holborn, Blackfriars, Elephant and Castle, Camberwell, Brixton, Streatham Hill	8
68	Euston, Waterloo, Elephant and Castle, Camberwell, Herne Hill, Tulse Hill, Norwood	7 to 8
148	Wood Lane, Holland Park, Mayfair, Westminster, Elephant and Castle, Camberwell	7 to 10
171	Covent Garden, Waterloo, Elephant and Castle, Camberwell, Peckham, New Cross, Brockley, Catford	8 to 12
176	Tottenham Court Rd, Leicester Square, Waterloo, Elephant and Castle, Camberwell, East Dulwich, Sydenham, Penge	6 to 12
468	Elephant and Castle, Camberwell, Herne Hill, Tulse Hill, West Norwood, Croydon	5 to 9
P5	Elephant and Castle, Loughborough Junction, Brixton, Clapham North, Stockwell, Nine Elms	15
100	Shadwell, Tower Hill, Aldgate, Blackfriars, Southwark, Elephant and Castle	6 to 8

Bus Route	Route	Peak Hour Buses
344	Liverpool Street Station, Monument, Southwark, Elephant and Castle, Vauxhall, Nine Elms	6 to 7
360	Kensington, Sloane Square, Pimlico, Vauxhall, Lambeth Bridge, Elephant and Castle	8 to 12
C10	Victoria, Lambeth Bridge, Elephant and Castle, Borough, Bermondsey, Rotherhithe, Canada Water,	10 to 12

Each of the bus routes is served by one or more bus stops within the area surrounding the Proposed Development and the wider Elephant and Castle area.

3.4 Local Highway Network

The major roads in the vicinity of the site are as follows:

- New Kent Road;
- Elephant and Castle (Elephant Link);
- Walworth Road;
- Heygate Street;
- Rodney Road;
- Rodney Place;
- Newington Butts;
- Kennington Lane;
- Kennington Park Road;
- Newington Causeway;
- London Road; and
- St. George's Road.

3.5 Car Parking

3.5.1 On-street Parking

Parking is provided on-street at a number of locations in the vicinity of the Proposed Development. These bays are largely for use by permit holders and are located as follows:

- Rodney Road between Larcom Street and Balfour Street;
- Balfour Street;
- Munton Road (Pay and display);
- Wansey Street;
- Falmouth Road (Pay and display);
- Rockingham Street (Pay and display);
- Elephant Road (loading only);
- Hampton Street;
- Larcom Street;
- Wadding Street; and
- Stead Street.

3.5.2 Off-street Parking

There are two car parks located in the vicinity of the Proposed Development. The first is located at Elephant and Castle Shopping Centre and contains 140 spaces. The car park is underground and the following charges apply, depending on the duration of stay:

- 1 hour - £3.00
- 2 hours - £6.00
- 3 hours - £9.00
- 4 hours - £12.00
- 5 hours - £15.00
- 24 hours - £18.00

All charges apply from Monday to Saturday between 07:30 and 23:30 and on Sunday from 12:00 – 23:30. There is a fixed payment of £5.00 for a motorcycle.

The second car park is the Stead Street car park, located to the south east of the Proposed Development between Stead Street and Wadding Street and to the south of Stead Street. The car park comprises 120 spaces. There are two payment types available at this car park – pay-by-phone or pay-at-meter. It should be noted that South Council has given resolution to grant planning permission on the site of the car park so it is unlikely that the car park will still be in operation when the Proposed Development is completed.

3.5.3 Controlled Parking Zone

The Proposed Development is located within a controlled parking zone (CPZ), Zone M1 (North East Walworth). The restrictions apply from Monday to Friday between 08:30 and 18:30.

3.5.4 Car Club Spaces

There are no car club spaces located in the immediate vicinity of the Proposed Development. However, there are spaces in the wider Elephant and Castle area in:

- Hayles Street;
- Penton Place;
- Keyworth Street;
- Harper Road;
- Orb Street; and
- East Street.

4 Aims, Objectives, Targets and Strategy

A Travel Plan for each land use within the Proposed Development will focus on the needs of residents, employees and visitors to the Proposed Development. The Travel Plans will highlight the initiatives included within the design that promote sustainable modes of travel, including walking, cycling and public transport.

4.1 Sustainable Transport

The overarching aims of the Travel Plans are to:

- Influence the travel behaviour of residents, employees and visitors;
- Encourage travel by cycle, on foot and by public transport by highlighting their accessibility and availability;
- Minimise the number of single-occupancy car trips generated by the Development;
- Minimise the number of short trips undertaken by users of the Proposed Development; and
- Promote healthy lifestyles, sustainable travel and vibrant communities.

4.2 Travel Plan Objectives

The objectives of the Travel Plans respond to these aims by:

- Making alternative travel modes to the car very accessible and user friendly. The Travel Plans will promote positive travel behaviours without dictating resident, employee or visitor lifestyles;
- Reducing the environmental impact of vehicle movements by:
 - Raising travel awareness
 - Encouraging more travel by more sustainable transport modes
 - Minimising the number of single occupancy vehicle trips;
- Linking the development to the surrounding community by promoting walking, cycling and public transport so that the Heygate Masterplan's impact on the highway infrastructure is reduced; and
- Promoting the existing National Rail, London Underground and London Bus services in the area.

4.3 Site-Specific Travel Plan Objectives

In line with policy, the following preliminary objectives have been prepared for the Proposed Development:

- To encourage a greater number of people to travel by cycle and on foot;
- To encourage a future modal shift towards sustainable modes
- To encourage a reduction in the use of the private car and individual vehicle ownership and single occupancy vehicle trips; and
- To facilitate the opportunities to achieve a healthy lifestyle for all those travelling to the site (residents and visitors).

As a Travel Plan is an evolving document, the objectives will be continually reviewed throughout the lifecycle of the development.

The Travel Plans will focus on helping people to find ways to travel differently. They represent a cogent strategy for providing and promoting realistic, high-quality alternatives to travel by private car to improve the environment for the community as a whole. They will provide many benefits, including relieving capacity on the Northern Roundabout and the Northern Line Ticket Hall.

The Travel Plans will focus on the long-term strategy for the Proposed Development. Given the low levels of car ownership envisaged, the Travel Plans will initially focus on encouraging those who do not own a car to travel on foot, by bicycle and by public transport. The measures embedded within the design intend to highlight the availability of these modes as well as ensuring that they are highly accessible for all users.

The Travel Plans will then encourage those who have cars to travel using alternative and more sustainable modes (walking, cycling and public transport) instead of private cars.

4.4 Targets

In order for the success of the Travel Plans to be measured, it is necessary to set a number of targets that can be monitored over time. Such targets need to be Specific, Measurable, Achievable, Realistic and Timed (SMART) so that targets for modal shift can be achieved wherever possible.

Targets will be set in the site-wide Travel Plan prepared as part of the outline planning application. They will be based on the mode share targets set in the Transport Assessment. Monitoring will be an ongoing process; if necessary, changes to the implementation of the Travel Plans will be made to ensure that the overall targets are achieved within a reasonable timeframe. As new development plots are brought forward, measures will be implemented based on their success in earlier development plots.

As the Travel Plans are evolving documents, the initial targets will be continually reviewed and revised in agreement with the reviewing authorities.

The targets will be reviewed by the Travel Plan Coordinator(s) and / or Travel Plan Steering Group(s) and thereafter approved by Southwark Council once the site-specific travel characteristics are fully appreciated and the survey data has been collected for verification. This review and approval arrangement will aid a more accurate determination of the actual mode share so that bespoke targets are set on firm foundations.

4.5 Travel Plan Strategy

The overall strategy of the Travel Plan will be threefold:

- Increasing the number of walking and cycling trips;
- Sustaining the number of public transport trips; and
- Reducing the number of car-based trips, particularly those of single occupancy.

Travel surveys will be carried out for each land use within the Proposed Development at specific intervals. The first Travel Plan monitoring survey will be carried out for the residential land uses either once development plots are 75% occupied or one year after occupation, whichever comes first. For the commercial and retail aspects of the Proposed Development, the first survey will be undertaken six months from occupation of each block.

Once this data has been obtained, the future year targets can be amended, as appropriate, in line with the proportions presented. If at the end of a particular period, the data collected indicates that mode shifts are not following the desired patterns, the Travel Plan Co-ordinator will assess which measures have been effective and which have not before refining the implementation strategy. Likewise, if it appears that the targets are either not sufficiently challenging or, conversely, too challenging, the Travel Plan Co-ordinator will revise them in consultation with Southwark Council and TfL.

As the Proposed Development moves forward and more plots are developed, new Travel Plans will be prepared that will draw on experience from previous Travel Plans. Any surveys undertaken will be used to inform the modal share targets of the new Travel Plans.

5 Travel Plan Co-ordinator and Implementation

5.1 Introduction

The success of any Travel Plan can be determined by a variety of factors. In order to maximise the chances of success, it is important to have an implementation strategy with clearly identified roles and responsibilities to maintain momentum.

5.2 Travel Plan Co-ordinator

Upon first occupation of the residential units and other land uses, a Travel Plan Co-ordinator will be appointed by the Estate Management Company to oversee the implementation and monitoring of the Travel Plans. The Travel Plan Co-ordinator's role will include:

- Establishing and co-ordinating a Travel Plan Steering Group(s) with meetings as required;
- Identifying key milestones, deliverables and a programme to oversee the development and implementation of specific initiatives;
- Developing and disseminating appropriate marketing / information materials;
- Overseeing implementation of Travel Plan measures in a timely manner;
- Liaison with any appropriate groups / organisations (e.g. the Local Authority Travel Plan Officers) to ensure co-ordinated working;
- Undertaking appropriate monitoring of the Travel Plans including any appropriate review and revision to the Travel Plans, including its integration into the Development Plan;
- Monitoring and reviewing progress and identify targets for taking the Travel Plans forward; and
- Ensuring that the work of the Travel Plans is co-ordinated with other activities of the development and between each of the land uses of the proposed development.

The Travel Plan Coordinator will work in conjunction with Southwark Council to develop the Travel Plans. Lend Lease will appoint the Travel Plan Co-ordinator (s), who will be sourced by either Lend Lease or from the Estate Management Company that oversees the day-to-day running of the development.

The Travel Plan Co-ordinator will consider the use of the new social media or applications to provide an alternative method to disseminate information to the residents and employees of the proposed development. The use of current and emerging technologies, such as social networking websites or smartphone/tablet applications, will be considered.

It should be noted that an interim Travel Plan Co-ordinator for the Masterplan will be appointed following the approval of the planning application. Southwark Council will be informed of this at the appropriate time.

5.3 Travel Plan Steering Group(s)

A Travel Plan Steering Group(s) will be set up to provide support to the Travel Plan Co-ordinator and to allow residents and employees to become involved in the development of the Travel Plans.

The Travel Plan Steering Group(s) will be used to discuss the feedback of the implemented measures and to raise awareness of the Travel Plans. The Steering Group allows for momentum to be maintained, since the development of a Travel Plan is a dynamic process and not simply the one-off production of a document.

Membership to the Steering Group will be open to all residents and employees. Details of all meetings will be advertised and undertaken at a convenient time to ensure that all residents and employees who wish to attend are able to do so.

The Travel Plan Co-ordinator will also extend the invitation for attendance to local organisations associated with the Travel Plans such as cycle groups, cycle shop traders and public transport operators.

The Travel Plan Co-ordinator will co-ordinate the site-wide Travel Plan while the Travel Plan Steering Groups will be responsible for the individual Travel Plans at a local level through the Estate Management Company, the developer and the end occupier. The Travel Plan Steering Groups will implement and promote measure targeted campaigns.

6 Initiatives and Measures

6.1 Introduction

There is a wide variety of initiatives and measures that can influence sustainable travel choices. For the Proposed Development, the initiatives will be focused on influencing the travel behaviour of new users (residents, employees and visitors). These initiatives and measures will offer the residents and employees of the Proposed Development a realistic travel alternative to the private car and a range of sustainable travel modes to use.

6.2 Design Measures for Reducing Car Dependency

A number of measures will be embedded within the design of the development to influence travel patterns of future residents, as described below:

6.2.1 Walking

The Proposed Development seeks to enhance pedestrian permeability of the site. Pedestrian routes through the site will link the new areas of public realm, which will create a vibrant new public space.

A number of walking routes connecting the Proposed Development to the wider transport network have been identified and will provide a comprehensive infrastructure for pedestrians, as shown in the Illustrative Access and Movement Plan (see Illustrative Drawing 215367-00-SK53). The design also proposes a number of new crossings. These pedestrian linkages integrate the new neighbourhood with the surrounding community, which will also increase permeability within the site. The proposed crossings are currently proposed to be located on:

- Heygate Street (two new and one enlarged);
- Rodney Road (one); and
- Walworth Road (one).

On New Kent Road, it is proposed to relocate the pedestrian crossing (currently located close to the existing footbridge) to a location just east of Falmouth Road. This crossing will link with a key pedestrian desire line leading from the Proposed Development to the north via Falmouth Road. The second crossing on New Kent Road, located close to the Oakmayne Plaza Development, has recently been temporarily relocated to the east of Meadow Row. It is proposed that this crossing's permanent location is made as near to the viaduct as possible to link with Elephant Road.

All footways will be designed to the standards set out in the Manual for Streets (DfT, 2007). Footways will be 2m to 3m in width to provide the maximum comfort for pedestrians.

On Elephant Road, it is proposed to provide a new area of public realm to the south of the Oakmayne Plaza Development. This area will enhance the access route to Elephant and Castle station and the Shopping Centre. This proposal is intended to complement the aspiration to open up the arches under the railway to allow for the through movement of pedestrians and further enhance the east to west links. The proposals, once worked up, will be the subject of a separate detailed planning application or applications.

The proposals will also consider the inclusion of signage at key points within the site to improve wayfinding to public transport stations and stops as well as important destinations within the Proposed Development and the wider local area. This will also assist in supporting the Legible London initiative. Additionally, the improved public realm will create a pleasant environment to walk through and therefore encourage people to walk and access public transport.

6.2.2 Cycling

The Proposed Development offers an easily navigable and permeable environment for cyclists. It is intended that the Proposed Development will be fully integrated into the local urban fabric linking into existing cycle routes on the surrounding network. The area surrounding the Proposed Development is already well served by cycle routes, both on and off street, as can be seen in Figure 2. An additional plan of the cycle routes in the vicinity of the Proposed Development has been provided by Space Syntax and is provided in Figure 3. This focuses more on the area in the immediate vicinity of the Proposed Development.

The IMP cycle strategy, as provided by Space Syntax, can be seen in Figure 4. It is envisaged that a number of cycle routes will be provided connecting the Proposed Development to the wider network. In particular, it is proposed to provide a quieter, calmed and share route offering an alternative north-south connection through the Site parallel to the existing LCN23 cycle routes on Brandon Street to New Kent Road. This is a key green link cycle route that will be promoted within the Proposed Development. Its final location will be defined in reserved matters detail.

It is also proposed to maintain cycle connections to existing east-west routes, particularly along Heygate Street, (route signed for cyclists along a busier road) with an on-carriageway cycle lane and shared bus and cycle lane, and New Kent Road (provision for cyclists alongside a busy road) with the two-way cycle lane relocated to the north but remaining adjacent to the existing footway. On-carriageway signed routes for cyclists will also be retained and promoted.

The connections from the Proposed Development to the local cycle network also enable access to the existing Cycle Superhighway from Merton to the City (CS7). This route can be picked up to the west of the proposed development via Heygate Street and Hampton Street and to the north-west via Meadow Row and Rockingham Street. Although the route has not been defined, the cycle connections are also likely to allow the proposed Cycle Superhighway from Penge to the City (CS6) to be accessed.

The design will also include a provision of cycle parking in line with the new TfL policy, which will recommend one space for one and two bedroom units (including studio apartments) and two spaces for three and over three bed units. This standard will be included in early London Plan revisions. An additional publicly accessible space will be provided for every ten residential units for visitors to the proposed development. A maximum of 170 spaces will be provided in public areas for visitors to the retail, commercial, leisure and community aspects of the Proposed Development and up to an additional 246 publicly accessible spaces for visitors to residents. This allocation will equate to a maximum total provision of approximately 3,136 cycle parking spaces. The provision of cycle parking has been discussed with Southwark Cyclists, who have stated that they are satisfied with the current proposals for cycle parking.

All cycle storage for residents and employees will be secure and sheltered. Cycle stores will be conveniently located to provide easy access for residents and employees. All publicly accessible cycle parking will be provided in the form of Sheffield stands and will be located in suitable locations to access the retail, community and other facilities offered by the proposed development.

It is also intended to provide an additional London Cycle Hire station on Rodney Place as part of the development. This station would complement the existing excellent provision of cycle hire stations in the vicinity of the proposed development and in the wider Elephant and Castle area. The existing cycle hire station on Wansey Street will be maintained but relocated in that general location in association with the refined public realm proposal for Waiworth Square.

6.2.3 Public Transport

It is proposed to enhance local bus services and to improve public transport accessibility to the site. As part of the development proposals, it is anticipated that two new bus stops (one in each direction) will be provided on Heygate Street to serve Route 343.

Pedestrian connections throughout the site will be designed to facilitate public transport users' ability to access public transport with clear, direct links to the National Rail and London Underground stations at Elephant and Castle as well the extensive bus network in the area.

6.2.4 Vehicular Access

The highway arrangements will provide an important access strategy to support the Proposed Development. It is intended that there will be limited through routes to reduce the potential for rat-running and enhance the overall environment and public realm of the site. The highway design will support access to the development plots for car parking, servicing, waste collections and emergency vehicles. The key proposal is for an access for vehicles (from the main highways) to be shared spaces with pedestrians and cyclists. The design finishes and treatments will accord with the public realm strategy and to suitable high quality standard.

6.2.5 Parking

The parking strategy for the Proposed Development seeks to minimise traffic generation. The Development will provide a maximum of 616 car parking spaces within the application red line for all uses including residential, commercial, retail, community, leisure and visitors. A maximum of 62 car parking spaces could be provided on street. Given the Elephant and Castle's sustainability and excellent links to public transport, the Proposed Development advances lower car parking levels than those found in similar schemes in London.

A quantum of car parking spaces equivalent to 10% of the residential units will be designed to disabled standards. A minimum of 20% of the overall number of car parking spaces will be equipped with electric vehicle charging facilities with a further 20% passive provision. An appropriate level of car club spaces is to be provided within the Development. The provision will be reviewed as the Proposed Development evolves through the site-wide Travel Plan.

The proposed provision of car parking is less than the market advice and provides evidence of the commitment to reduce car use in the Proposed Development. Each Travel Plan will review the requirement for the plot with the aim of reducing the provision of car parking as the development progresses.

Where on-street servicing is proposed along busier routes, lay-bys will be provided to minimise the impact on pedestrians, cyclists and other road users.

6.3 Travel Plan Initiatives

6.3.1 Measures to Facilitate Walking

Measures to facilitate walking, in conjunction with the improved public realm, will make the area a safe and secure place to walk through. The link to the existing green corridors will help to encourage people to walk and draw them towards public transport.

Walking Signage

Consideration will be given to the provision of dedicated signage at key points within the Site showing exit points, directions and distances to stations and other key locations. This arrangement would reinforce the Legible London initiative.

Walking Bus

Once the Site has been occupied, consideration will be given to undertaking a biennial review of how useful it would be to provide a site organised walking school bus to local schools.

6.3.2 Measures to Facilitate Cycling

Measures that will be considered to facilitate cycling and encourage new cyclists are described below.

Cycle Facilities

Secure cycle parking at the standards set by TfL will be provided. It is proposed to provide up to 3,136 cycle parking spaces. This provision is appropriate for the Proposed Development and has been discussed with Southwark Cyclists. The provision of cycle parking, both within plots and for the public realm, will be monitored as the development evolves. This will be undertaken in conjunction with Southwark Council and Southwark Cyclists.

The Travel Plans will also seek to improve the cycle parking provision in the area through the provision of publicly accessible spaces for visitors to the proposed development.

Cycle Path Signage

Cycle path signage in the vicinity of the Proposed Development will be considered, including signage to all local cycle routes as well as the Cycle Superhighway. Any provision of signage will be reviewed regularly and updated as routes are created / amended. To avoid a cluttered environment, the signage and way finding strategy will ensure all signage is integrated with public realm details.

Cycle Hire

An additional London Cycle Hire station will be provided. This station would complement the existing provision of Cycle Hire stations and provide an additional alternative to travel using private vehicles.

Safety Training

Consideration will be given to arranging free cycle training for the residents and employees of the Proposed Development. Southwark Council has a range of cycle training initiatives that are offered to all children, adults and families. These courses include adult individual training and cycle awareness and basic skills for young children and are free to all those living, working and studying in Southwark.

Cycle Maintenance

The provision of a 'bike doctor' facility at regular intervals for residents and employees will be considered. Additionally, the retail strategy will consider the opportunity to encourage a cycle shop to locate to the Proposed Development to provide a permanent onsite maintenance presence.

Bicycle User Group

Consideration will be given to setting up a Bicycle User Group (BUG), which will be promoted among employees and residents at the Proposed Development. The BUG, set up in conjunction with the established Southwark Cyclists, will complement the existing network.

Monitoring Cycle Usage

Through the Travel Plans, the cycle routes and cycle parking spaces outlined in Section 5.2.2 will be monitored to determine actual demand and usage. In terms of cycle routes, this will assist in identifying those routes that are underutilised and routes that could be brought forward as the development evolves.

6.3.3 Measures to Facilitate Public Transport Use

To encourage the use of public transport, the following measures will be considered.

Notice Board and Website

Notice boards and / or digital displays displaying up-to-date public transport information could be located within the Proposed Development (within each residential / commercial building). They would be accessible to all residents and will provide timetables, frequencies, maps and fares. Information on mini-cabs and private hire vehicles would also be provided here.

A website for use by the residents and employees could be set up to provide additional public transport information. A link to TfL's website would also be provided to enable residents to obtain real time service updates and providing access to the journey planner.

Communication

The Travel Plan Co-ordinator would meet regularly with Southwark Council and TfL's Smarter Travel Unit to keep them updated on the progress of the Travel Plans, obtain advice and exchange relevant information.

Real Time Information

Consideration will be given to the provision of real-time public transport information displays on the ground floor of each plot.

6.3.4 Awareness and Promoting Sustainable Modes of Travel

Awareness will be most important in maximising the use of existing and new transport facilities available within the development and in the surrounding area. Measures that will be considered to increase awareness of the sustainable transport facilities available to this development are described below.

Welcome Pack

A Welcome Pack would be the initial means of awareness. It would be given to the new residential occupants and employees and would contain information regarding public transport routes and timetables, cycle and walking routes, car sharing information, information on how to join the car club and any discounts and concessions that are available. It would also contain web addresses to travel websites such as the website developed by the Management, TfL journey planner and the Department for Transport (DfT) developed Travel Direct journey planner.

The contents of the pack would be developed as the needs and requirements of the residents and employees become more understood.

Heygate Masterplan Website

Consideration would be given to developing a website to include the following functionality:

- Link to the TfL journey planner website;
- Details of local bike shops;

- Details of an Elephant and Castle cycle buddy network that would encourage residents to join each other on their cycle commutes or local bike rides;
- Details of an Elephant and Castle car sharing network; and
- Link to car club websites.

Health and Environmental Benefits

The health benefits of walking and cycling will be promoted through the Welcome Packs and the Heygate Masterplan website. The positive impact on the environment of a reduction in the number vehicles on the local and wider highway network will also be promoted.

Travel Plan Awareness Campaign

In order for any Travel Plan to be successful, it is very important that the residents, occupiers and employees are involved in its implementation and evolution. Measures to increase awareness of the Travel Plans will include the following:

- The Travel Plan will form part of the Welcome Pack given to new occupants;
- The Elephant and Castle website will contain a link to the latest version of the Travel Plan;
- As new versions of the Travel Plans are developed, these will be delivered to all residential, business and retail occupants and employees; and
- Travel marketing material will reference the Travel Plans.

Green leases will be discussed with potential tenants with the aim of agreeing these for as many units as possible and will include sustainable travel principles.

6.3.5 Measures to Reduce the Amount of Travel by Car

Measures that will be considered to facilitate public transport use are described below.

Parking Management Strategy

A parking management strategy, which will be developed upon occupation of the Proposed Development, will support initiatives in the Travel Plans, such as giving priority to car sharing and electric vehicles. The level of car parking provided will be monitored and reviewed as the development evolves to determine actual usage and demand. This will provide an indication of the level of car parking that will need to be provided for the later development phases.

In addition, consideration will be given to leasing car parking spaces to residents rather than selling them. This arrangement would provide a means of retaining control and long-term flexibility. Leasing spaces on a right-to-park basis would offer increased flexibility to enable the space to be given up in future should the resident realise they no longer need their own vehicle.

Car Club Parking Spaces

The Proposed Development will provide spaces for car club vehicles on street. The provision of car club spaces will be continually reviewed as the Proposed Development evolves. The review process will give an indication of the usage of car club vehicles and provide an evidence base for future expansion of the car club scheme, if appropriate. An appropriate number of spaces will initially be provided with provision increasing over time in line with demand.

Car Sharing

A car sharing scheme will be set up and promoted to the occupiers of the Proposed Development. As part of this scheme, a website will be set up. The website will provide information of car sharing as well as a link to a database so that those wishing to car share can locate others who undertake similar journeys on a regular or occasional basis.

Electric Vehicle Parking Spaces / Charging Points

The Proposed Development has committed to providing electric charging points to meet the London Plan (July 2011) standards. Therefore for retail, 10% of all spaces will have electric car charging points with an additional 10% passive provision for electric vehicles in the future. For residential, 20% of spaces will have electric car charging points with an additional 20% passive provision. Consideration will be given to whether more of the spaces can be provided with the infrastructure to provide electric vehicle charging in the future.

6.3.6 Servicing / Deliveries

Consideration will be given to the introduction of measures to reduce, consolidate or eliminate servicing / delivery trips. Such measures could include:

- Residents co-ordinating so that deliveries (e.g. goods or shopping) can be delivered at the same time. This could be achieved through the recommendation of suppliers (e.g. a supermarket) in the Welcome Packs;
- Restricting deliveries at certain times of the day (morning and evening peak hours);
- Approaching regular deliverers to consolidate their deliveries to various recipients in one trip.
- Additional green freight solutions will be considered for retail. Such measures include:
- A preferred supplier scheme with suppliers recommended to retailers upon occupation;
- Cargo bikes / cargo cycles;
- Drop boxes within the proposed development; and
- Consolidated drop-off points.

6.4 Consideration of Additional Measures

The initiatives and measures identified in the previous section are intended for the initial period of occupation while more detailed Travel Plans are developed based on data from a travel survey. The initiatives and measures included in these more detailed Travel Plans will include physical measures and the provision of transport information.

It is recommended that the individual Travel Plans should be reviewed every one, three and five years with the site-wide Travel Plan reviewed every five years.

6.4.1 Surveys and Consultation

The full transport needs of the occupiers of the Heygate Masterplan will not be fully ascertained until the Site is developed and occupied. However, to develop a Travel Plan for the early occupants of the Proposed Development, a travel survey will be carried out one year after the Site is first occupied.

The travel survey for residents and employees will be conducted to understand the travel details of all members of the household including:

- The destination of the journey;

- The mode utilised; and
- The reason for travel.

The survey will also ask questions about attitudes to the different modes of travel and barriers to use. The information gathered from this survey will be used to understand the needs and requirements of Elephant and Castle residents and employees and will form an evidence base for the development of measures by the Travel Plan Steering Group. The travel surveys will be repeated in accordance with the action plan and will be used to monitor the progress of the Travel Plan, identify new measures, adjustments to existing measures and any other issues relating to transport.

7 Monitoring and Review

7.1 Introduction

An important part of any Travel Plan is the ongoing monitoring and reviewing of its effectiveness. It is important that a Travel Plan is not just a one-off event but a continually evolving process. As discussed in this section, regular monitoring and reviewing will help to gauge progress towards achieving targets and objectives, and if necessary, allow the Travel Plan to be refined and adapted in order to improve.

7.2 Monitoring

The first Travel Plan monitoring survey will be carried out for the residential land uses either once development plots are 75% occupied or one year after first occupation of the first plot to come forward, whichever comes first. For the commercial and retail aspects of the development, the first survey will be undertaken six months from occupation of each block. The surveys will be analysed against a number of indicators in order to establish how well the Travel Plan measures are achieving its aims and if any modifications are required to better meet these objectives.

Monitoring of the Travel Plan will be based upon feedback forms, which will have been distributed to residents and employees in their welcome packs. This feedback will allow for site-specific travel characteristics to be reconfirmed to which the targets set can be reviewed and adjusted accordingly.

In accordance with the TfL 'Guidance for Residential Travel Planning for Development' (issued in March 2008) the Travel Plans for each land-use and plot will be monitored every one, three and five years and will form the basis of the site-wide Travel Plan monitoring which will take place every five years. As previously stated (see Section 1.4), where a retail, commercial or community use is below the relevant TfL threshold, an individual Travel Plan will not be prepared and will be covered by the Site-wide Travel Plan.

The monitoring will be the responsibility of the Travel Plan Co-ordinator and Travel Plan Steering Group. Based on published TfL guidance the monitoring will include the following elements as a minimum:

- Multi-modal counts of all trips undertaken to and from the site;
- Full site audit;
- Parking counts (all vehicles including bicycles); and
- Uptake of travel planning measures.

The monitoring surveys will be undertaken by a TRAVL / iTRACE approved Independent Field Company and will be fully funded by the developer.

The TfL guidance, Travel Planning for New Development in London, indicates that all strategic level travel plans should be monitored using TRAVL and local level transport plans can be monitored using iTRACE. The site-wide Travel Plan will be monitored using TRAVL while the individual uses for each plot will be monitored using iTRACE if they are below the following thresholds:

- Residential: less than 80 units;
- Food and non-food (A1) retail: more than 20 staff but less than 1,000m²;
- Food and drink (A3/A4/A5) retail: more than 20 staff but less than 750m²;
- Offices (B1): more than 20 staff but less than 2,500m²; and
- Assembly and Leisure (D1): more than 20 staff but less than 1,000m².

Where individual land uses within each plot are above these thresholds, the Travel Plans will be monitored using TRAVL.

The monitoring surveys of the travel behaviour of the residents of the Elephant and Castle development will, therefore, be iTRACE and TRAVL compatible.

The monitoring surveys of the travel behaviour of the residents of the Elephant and Castle development will be iTRACE and ATTribute compatible. iTRACE is a tool established by TfL and requires a common set of data to be captured for the Travel Plan surveys. iTRACE Web enables meaningful reporting on modal shifts and comparisons of Travel Plans between sites. ATTribute is a tool for assessing the quality of a Travel Plan prepared as part of the development control planning process in London. ATTribute is intended to:

- Improve the overall quality of development related Travel Plans by listing the criteria that should be included in the Plan and so providing a framework for Travel Plan preparation; and
- Give consistency to the way Travel Plans are assessed as part of the development control planning process.

7.3 Reporting

A full monitoring report will be prepared by the Travel Plan Co-ordinator and will be issued to stakeholders including Southwark Council as well as TfL. The report will include comprehensive details of all survey data and measures which have been implemented.

A key element of the report will be comparing the surveyed mode share to the targets set. If the data shows that the targets have not been met or are not on course to be met, the report will outline the reasons behind this and proposals for improvements. Improvements in the implementation of the Travel Plan will be considered, where appropriate.

In order to make the results accessible to all residents, occupiers and employees, who are all stakeholders in the Travel Plans, a summarised version of the report will be distributed. This report can also be made available to other local interest groups.

The Travel Plan will be funded by the developer as part of the Section 106 commitments.

8 Action Plan

Table 8.1 outlines the actions required to implement the proposed measures alongside an indicative timetable for implementation. This timetable will be reviewed with the key stakeholders and updated within the final Travel Plan documents submitted in line with the first monitoring session.

As stated previously, the Travel Plans are ongoing, adaptable documents: they will be reviewed overtime and adapted where necessary.

Table 8.1: Travel Plan Action Plan

Activity	Responsibility	Date of Action / Start
Installation of notice boards and associated elements	The Management	Prior to occupation
Creation of Website	The Management	Prior to occupation
Appointment of Travel Plan Co-ordinator	The Management	Upon first occupation
Inform SC of Travel Plan Co-ordinator appointment	Travel Plan Co-ordinator with the Management	Within 1 month of appointment
Establish Travel Plan Steering Group	Travel Plan Co-ordinator	Within 6 months of occupation
Establish Car Sharing Database	Travel Plan Co-ordinator	Within 6 months of occupation
Distribution of Welcome Packs	Travel Plan Co-ordinator	Ongoing from occupation
Promotional Events	Travel Plan Co-ordinator with the Management	Ongoing from occupation
Initial Travel Surveys	Travel Plan Co-ordinator	12 months from occupation
Update Travel Plan	Travel Plan Co-ordinator	Subject to discussion with Southwark Council
Consultation with SC	Travel Plan Co-ordinator	Ongoing

9 Stakeholders

Central to the long-term success of the Travel Plans is the recognition of the Proposed Development within its wider urban context and the resulting need for active consultation with key stakeholders. The Travel Plans recognise the value of working with local partners and the benefits that this approach will have in terms of successful strategy outcomes. Contact will be made with Travel Plan Co-ordinators from nearby developments to enable the sharing of information, ideas and initiatives. It is assumed that Southwark Council will also assist in facilitating contact between local Travel Plan Co-ordinators. The Travel Plans will therefore seek to engage:

- The Developer and Management;
- All scheme occupiers including residents and business and retail occupiers;
- Southwark Council as the Local Authority;
- TfL, London Buses, London Underground, First Capital Connect and Southeastern as the local transport operators and service providers;
- Southwark Cyclists;
- Southwark Living Streets;
- Car club operators;
- Local Residents' Associations; and
- Other local residents and business in the area, if appropriate.

10 Targets

10.1 Introduction

In order for the Travel Plan to succeed, and to enable a measurement of success, indicative targets have been set that allow for the assessment of its measures and data. Such targets need to be Specific, Measurable, Achievable, Realistic and Timed (SMART) so that targets for modal split can be achieved wherever possible.

The Travel Plan will be monitored continuously by the Travel Plan Co-ordinator in conjunction with Southwark Council. If necessary, changes to the implementation of the Travel Plan or the type of measures that it includes will be made to ensure that the overall targets are achieved within the timeframe set. Details of the monitoring strategy are provided in Chapter 6. Improvements in the implementation of the Travel Plan will be considered, where appropriate.

The targets outlined herein are preliminary targets at this stage and are based on the mode share by land use determined as part of the trip regeneration exercise for the accompanying Transport Assessment. These targets will be reviewed once the results of the initial travel surveys are known.

The targets will be reviewed by the Travel Plan Co-ordinator and/or Steering Group and thereafter approved by Southwark Council once the site-specific travel characteristics are fully appreciated and the survey data has been collected for verification. This arrangement will allow the actual modal split to be better determined and will provide a firm basis for bespoke targets to be set as appropriate.

10.2 Expected Mode Share

The expected initial mode split of the various land uses, as presented in the parallel Transport Assessment Addendum, can be seen in Table 10.1. The individual land use mode shares have been agreed with Southwark Council and TfL during pre-application discussions.

10.3 Targets

The overall strategy of the Travel Plan is to firstly decrease the number of car based trips, particularly those of single occupancy, and then to sustain the number of public transport trips by increasing the number of walking and cycling trips where practical. Although a shift towards public transport is desirable when car trips are taken off the road, the most desirable longer-term shift is towards walking and cycling. This is represented in the targets as shown in Tables 10.2 and 10.3. Following discussions with Southwark Council and TfL targets have only been set for the residential and retail uses of the Proposed Development.

Table 10.1: Transport Assessment Mode Split Forecast

Mode Share	Tube	Rail	Bus	Car Driver	Car Passenger	Taxi	Cycle	M/cycle	Walk	Other
Commercial	20.7%	29.2%	25.9%	5.0%	0.6%	0.4%	2.2%	1.8%	14.1%	0.3%
Retail	15.0%	2.0%	19.6%	5.0%	2.0%	1.1%	2.0%	0.7%	51.6%	1.0%
Leisure	12.9%	5.6%	29.5%	5.0%	3.4%	0.9%	2.4%	1.1%	39.1%	0.1%
Community	18.3%	2.0%	21.5%	5.0%	1.2%	0.9%	5.4%	0.9%	44.0%	0.9%
Residential	35.0%	10.7%	18.8%	4.1%	2.3%	0.5%	5.6%	2.0%	21.1%	0.0%

Table 10.2: Retail Mode Split Future Year Targets

Mode Share	Tube	Rail	Bus	Car Driver	Car Passenger	Taxi	Cycle	M /cycle	Walk	Other
Base*	15%	2%	19.5%	5%	2%	1%	2%	0.5%	52%	1%
6 months	15%	2%	19.5%	4%	2%	1%	3%	0.5%	52%	1%
Year 5	14%	3%	18.5%	4%	2%	1%	3%	0.5%	53%	1%
Year 10	14%	4%	17.5%	3%	2%	1%	4%	0.5%	53%	1%

*Base figures have been rounded

Table 10.3: Residential Mode Split Future Year Targets

Mode Share	Tube	Rail	Bus	Car Driver	Car Passenger	Taxi	Cycle	M /cycle	Walk	Other
Base*	35%	10.5%	19%	4%	2%	0.5%	6%	2%	21%	0%
6 months	34.5%	10.5%	18.5%	4%	2%	0.5%	6%	2%	22%	0%
Year 5	33%	11.5%	18%	3%	2%	0.5%	7%	1%	24%	0%
Year 10	31.5%	12%	17%	2%	2%	0.5%	8%	1%	26%	0%

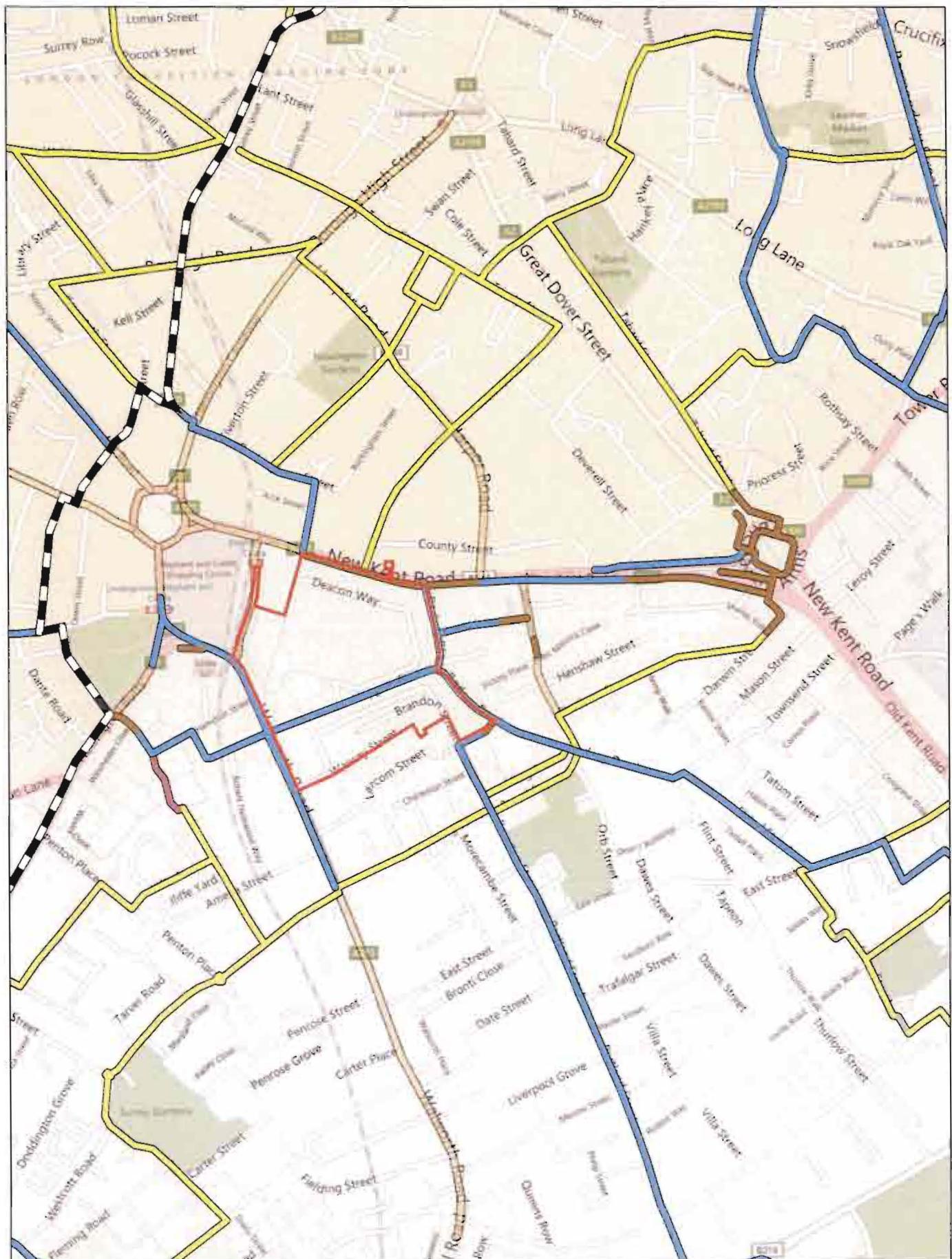
*Base figures have been rounded

The initial target mode shares presented will be subject to change as these figures are based upon the current best estimate of mode split for the development. An initial Travel Survey will update the estimated mode split to a confirmed baseline. Once this data has been obtained, the future year targets can be amended (if required) in line with the proportions presented. However, given that the initial set of mode shares have sought to take account of existing travel patterns of residents in the immediate area, it is considered that the initial targets and proposed mode shifts will provide a sound basis for the continued development of the Travel Plan.

If by the end of a particular year the data collected indicates that mode shifts are not following the aspired patterns, the Travel Plan Co-ordinator will assess which measures have been effective and which ineffective and consider whether changes can be made to the method of implementation.

In addition to monitoring the mode share of the Proposed Development, the utilisation of car parking spaces will be monitored as the development evolves and the provision of car parking spaces at future plots could be adjusted in line with the viability assessments.

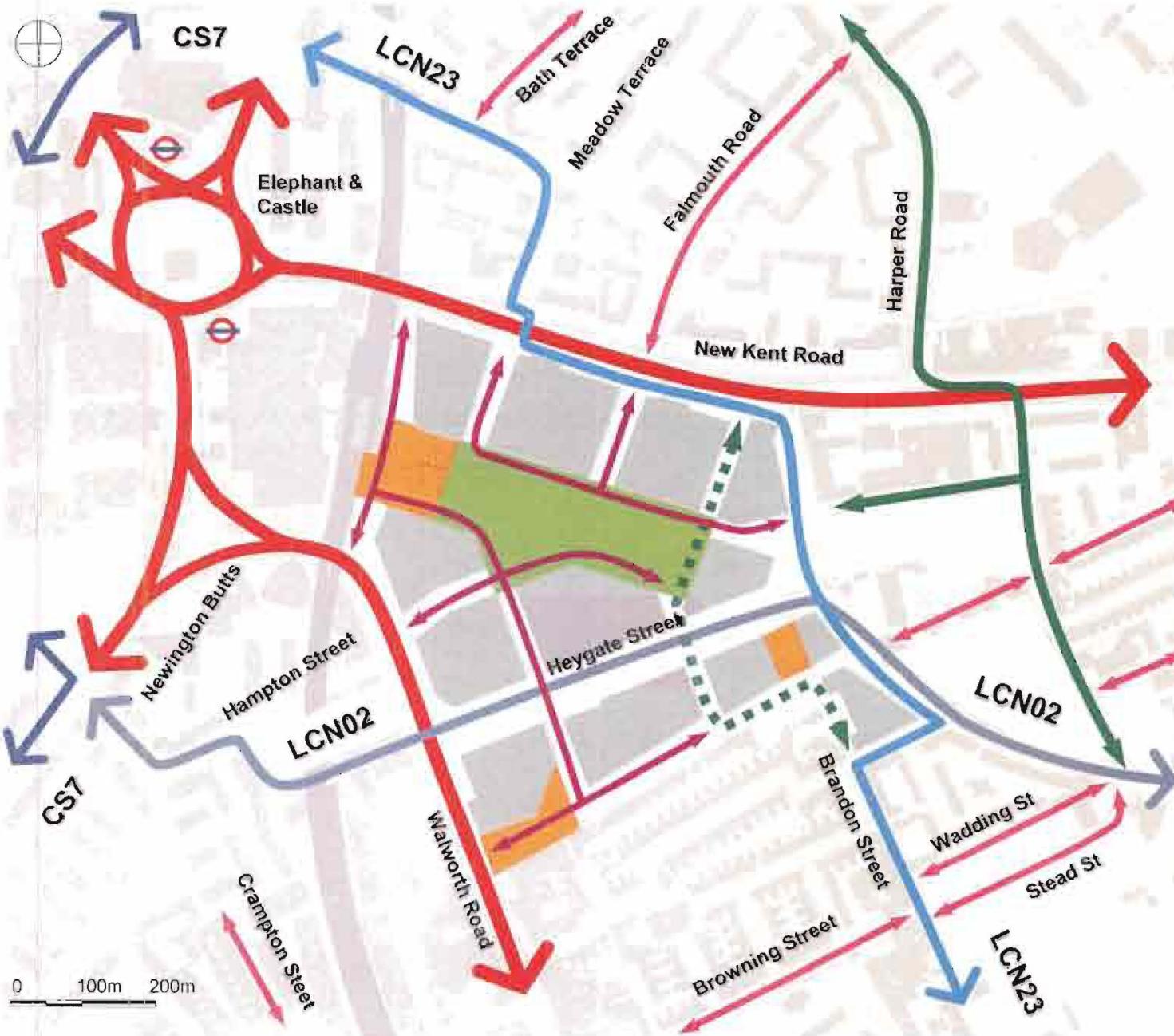
Figures



- Site Location
- Cycle Super Highway CS7
- Provision for cyclists alongside busy roads
- Routes signed for cyclists
- That may be on busier roads
- Routes on quieter roads recommended by cyclists
- Routes through parks for walking & cycling
- Pedestrian only route
- Other local cycle routes that maybe signed and on busier roads

Local Cycle Routes
Figure 2

Cycling routes Existing and proposed



Cycling routes

Existing

- Existing strategic routes
- Cycle Superhighway 7
- LCN02
- LCN23
- Routes on quieter roads recommended by cyclists

Proposed

- Proposed Green Links (Southwark Council)
- Proposed Green Links (Heygate masterplan)
- Routes available to cyclists

Character areas

Cycling access managed through design and nature of intended uses

- Park environment
- Square environment

Cycling infrastructure Existing and proposed



Cycle infrastructure

(Arrows denote direction)

Existing

- Cycle lane
- Cycle route intermittently marked and signed
- Cycle track on pavement
- Shared pedestrian / cycle pavement
- Shared pedestrian / cycle pavement associated with crossing (signed)
- Cycle track
- Combined bus / cycle lane (signed)
- Barclays hire station

Proposed

- Shared space street with pedestrian and cyclist priority
- Pedestrian routes shared with cyclists
- Two-way cycle track
- Cycle route intermittently marked and signed
- Cycling integration to be advised by TfL
- General cycle parking locations

Character areas

Cycling access managed through design and nature of intended uses

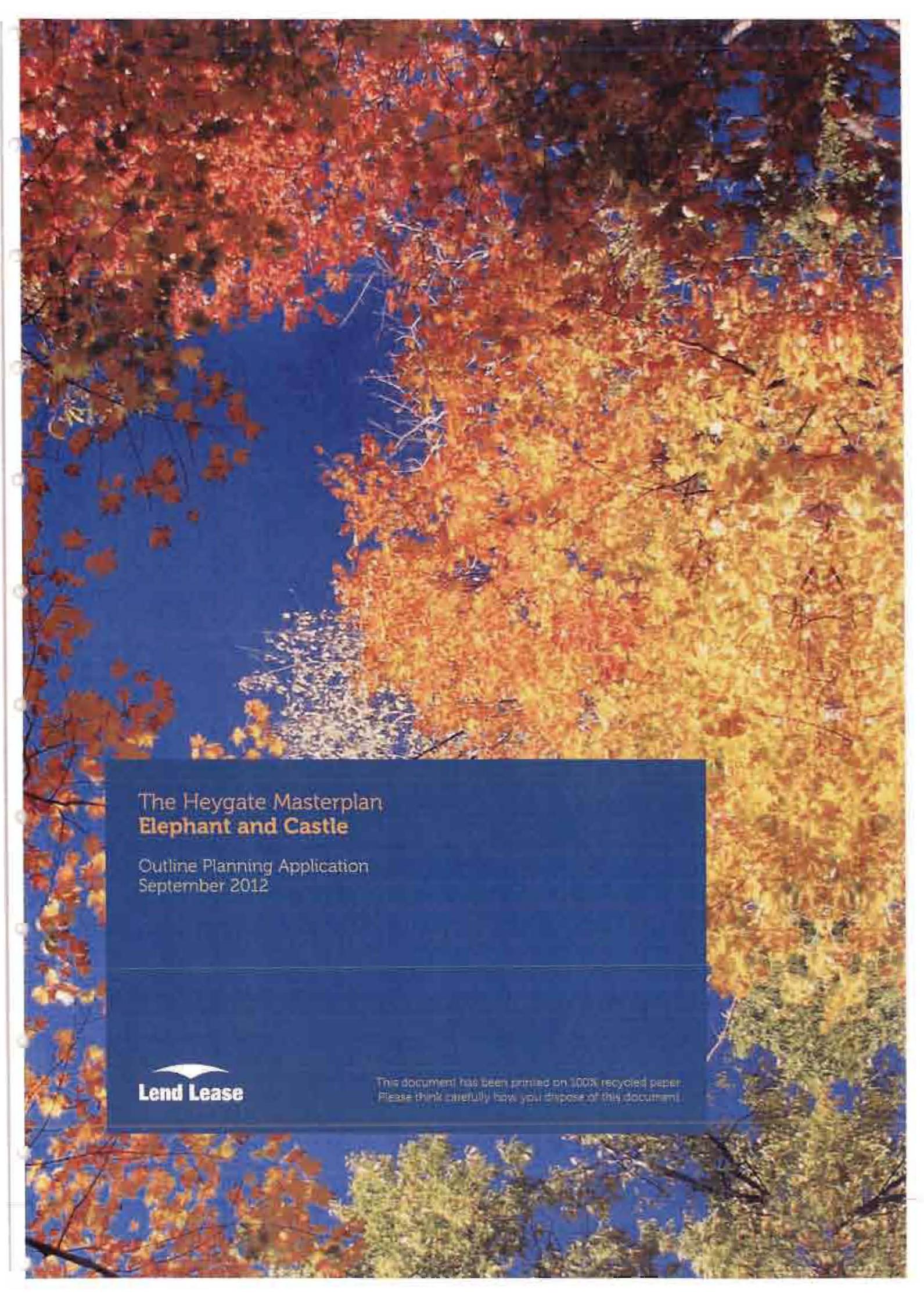
- Park environment
- Square environment



Drawings



Our **vision** is to
re-establish
Elephant and Castle
as one of London's
most flourishing
urban quarters.



The Heygate Masterplan **Elephant and Castle**

Outline Planning Application
September 2012



This document has been printed on 100% recycled paper.
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APPENDIX 8

Plans referred to in this Deed

Plan	Description/Drawing Number
Plan 1	Being the plan that identifies the Site (edged in red) and the Church Land (edged in blue) with drawing reference number A401 P91 Rev P-0
Plan 2	Being the Highway Works Drawing with drawing reference number 215367-00-SK74 Rev B
Plan 3A	Key Phase Infrastructure Works drawings Drawing reference number 1
Plan 3B	Drawing reference number 2.1
Plan 3C	Drawing reference number 2.2
Plan 3D	Drawing reference number 2.3
Plan 3E	Drawing reference number 2.4
Plan 3F	Drawing reference number 2.5
Plan 3G	Drawing reference number 3.1
Plan 3H	Drawing reference number 3.2
Plan 3I	Drawing reference number 3.3
Plan 3J	Drawing reference number 3.4
Plan 3K	Drawing reference number 3.5
Plan 3L	Drawing reference number 4.1
Plan 3M	Drawing reference number 4.2
Plan 3N	Drawing reference number 4.3
Plan 3O	Drawing reference number 4.4
Plan 3P	Drawing reference number 4.5
Plan 4	Being the Pedestrian and Cycle Routes Plan drawing with drawing number 2013 03 01
Plan 5	Being the Park Area Plan drawing with drawing number 0401 P83 Rev P-0
Plan 6	Being the Public Realm Plan drawing with drawing number 0401 P59 Rev P-1
Plan 7	Being the Off Site Tree Area drawing with drawing number ECM336-SK-039 Rev 00
Plan 8	Indicative Construction Programme drawing

PLAN 1



PLAN 2



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an Officer authorised by the Company

✓ M. J. Smith
AUTHORISED
SIGNATORY

The extent of the S278 works shown are based on an indicative legacy template for the Transition. Landmarks, boundaries, 2011 Addressbook and may adjust due to the maximum extent parameter, plans and detailed highway design and extent of the adoption area.

Draft for Information

- New Pedestrian Crossing or Near Junction
- Relocated Pedestrian Crossing on New Kent Road
- Raised Table Junction & Line Markings
- Development Access Raised Table Crossovers
- Servicing Bays
- New Heygate Street Bus Stop Including Bus Shelters
- Removal of Walworth Road Bus Stop
- New Kent Road Cycle Lane
- Raised Public Realm Areas Associated with Public Realm Improvement Works
- Heygate Street, Junctions, Road Markings, Narrowing & Refuge Island Works and Walworth Road Advanced Step Lines for Cyclists
- Rodney Place Cycleway Works
- Indicative Potential Extent of Adoptable Highway Works. Open Space Extent to be Determined Through an Agreed Estate Management Plan
- Radial Boundary
- Extent of Illustrative Kerb Works and Line Markings
- Retained Trees

References A - X marked on the drawing refer to the table contained in Schedule 4, Paragraph 15 Highway Works and Highway Agreements, of the Section 108 Agreement pursuant to the Heygate Masterplan Outline Planning Consent (Application number 12/PA/11042).

	150/11042	DM	FM	MP
A	040/11042	DM	DM	MP
B	141/11042	DM	DM	MP
C	DM	DM	DM	MP

ARUP

12 Flax Street
London EC2A 2HD
Tel: +44 207 930 1000 Fax: +44 207 930 1000
Email: info@arup.com
Land Lease

Job No:
Heygate Masterplan

Drawing No:
Indicative Extent of S278 Highway Works

Scale: 1:1000
Date: 01/06/2011
Drawing Status: Civils - Transport
Drawing No: 215367-00
Drawing No: 215367-00-SK74
B

PLAN 3A

KEY

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)



HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092

Plans to support the Section 106 Agreement FEBRUARY 2013

DRAWING NUMBER: 1

Indicative Construction Programme



G. Snell
M.A.

R. Dahl
Madge

[Signature]
Affixed in the presence of
an Officer authorised by the Company

J. M. C.
AUTHORISED
SIGNATORY

PLAN 3B

KEY - UTILITIES**1-5** INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

[EXISTING POINTS]

POWER	[X]
WATER	[●]
GAS	[X]
FOUL	[X]
HEATING	
TELECOMM	[X]
SURFACE WATER	[X]
SW ATTENUATION TANK	
ENERGY CENTRE BDG	

**HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092**

Plans to support the Section 106 Agreement
FEBRUARY 2013

DRAWING NUMBER: **2.1**

Indicative Construction Programme (Phase 1)
Key Phase 1 Infrastructure Works - Utilities

Lend Lease

G. Scott
Y/2013

M. Dolan
Y/2013

M. B. T
Affixed in the presence of
an Officer authorised by the Company

J. Mand
**AUTHORISED
SIGNATORY**

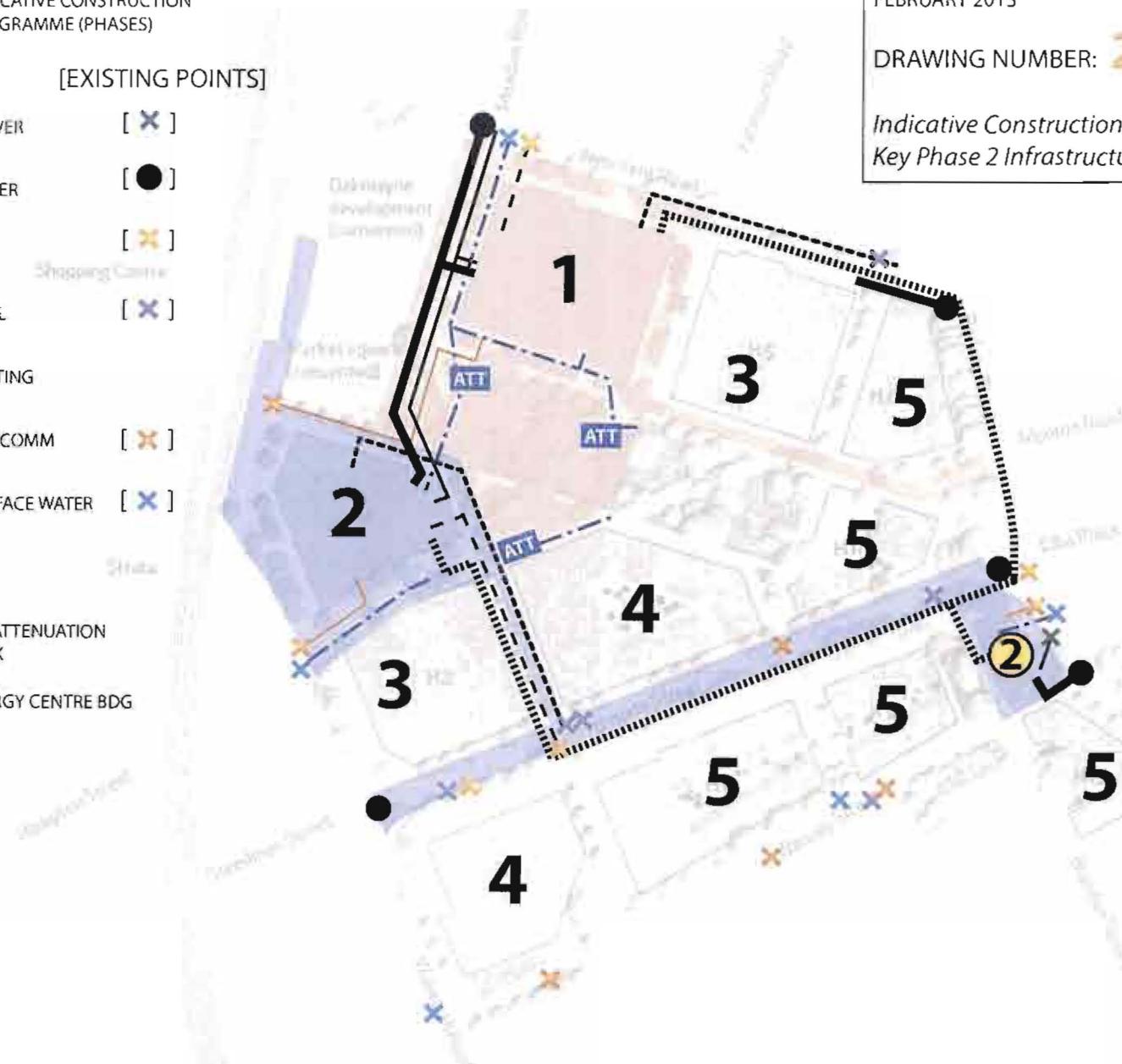
PLAN 3C

KEY - UTILITIES

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

[EXISTING POINTS]

- POWER []
- WATER []
- - - GAS []
- - - FOUL []
- ||||| HEATING
- TELECOMM []
- - - SURFACE WATER []
- ATT** SW ATTENUATION TANK
-  ENERGY CENTRE BDG



HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092

Plans to support the Section 106 Agreement FEBRUARY 2013

DRAWING NUMBER: 22

Indicative Construction Programme (Cumulative) Key Phase 2 Infrastructure Works - Utilities



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SIGNATORY

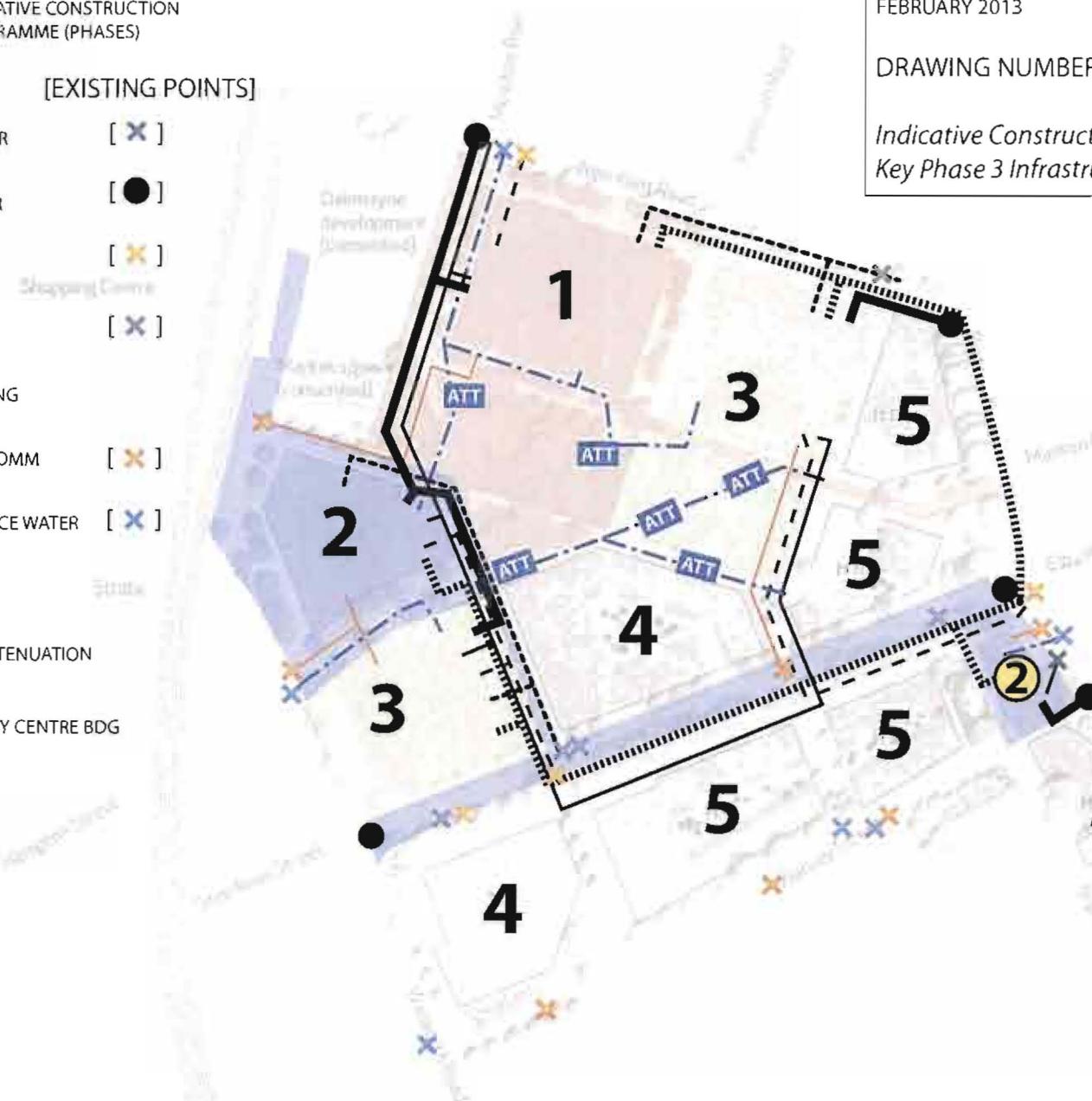
PLAN 3D



KEY - UTILITIES**1-5**INDICATIVE CONSTRUCTION
PROGRAMME (PHASES)

[EXISTING POINTS]

- POWER [X]
- WATER [●]
- GAS [X]
- FOUL [X]
- HEATING
- TELECOMM [X]
- SURFACE WATER [X]
- SW ATTENUATION TANK
- ENERGY CENTRE BDG

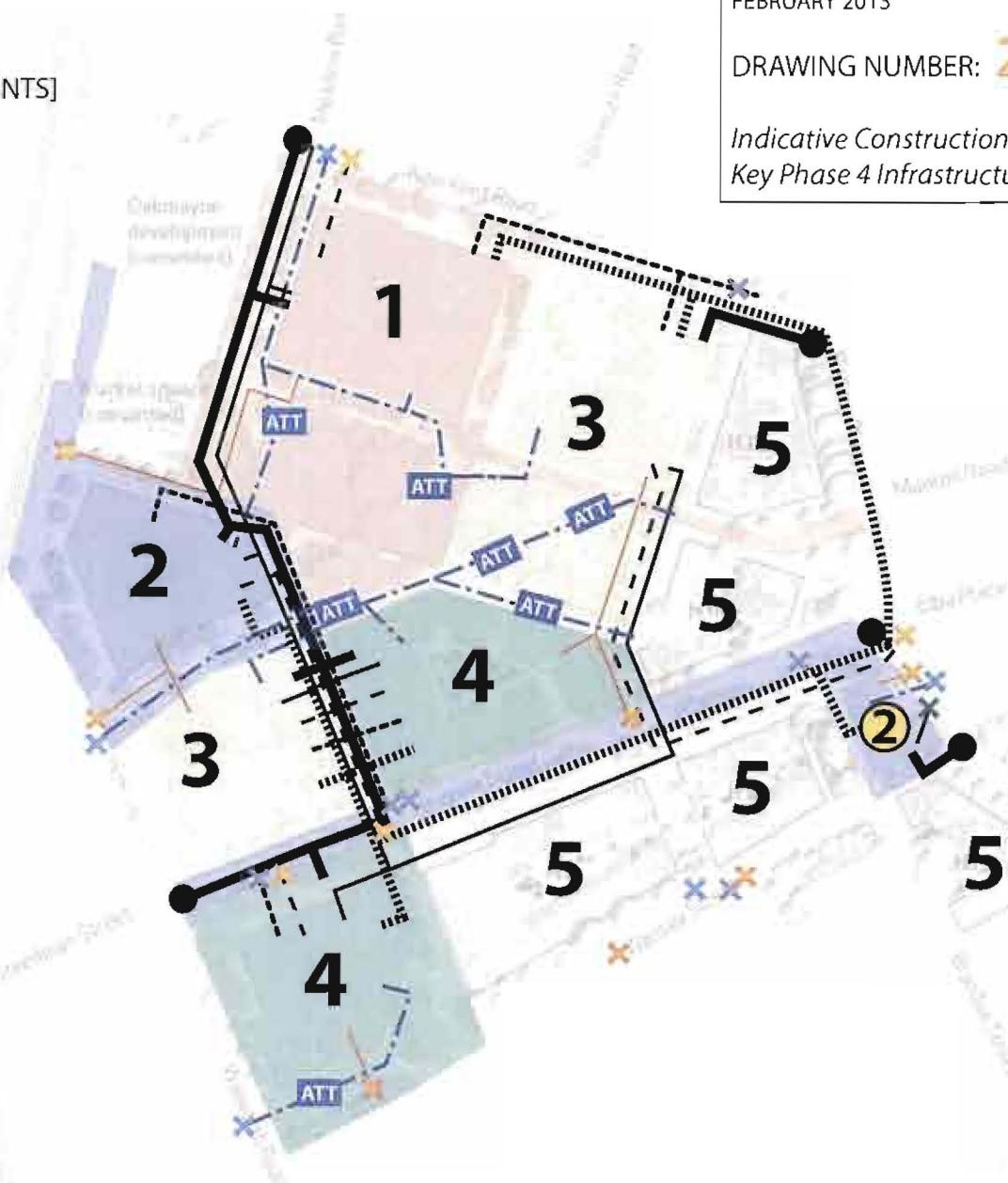
**HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092**Plans to support the Section 106 Agreement
FEBRUARY 2013DRAWING NUMBER: **2.3***Indicative Construction Programme (Cumulative)
Key Phase 3 Infrastructure Works - Utilities***Lend Lease***G. Smith
T. ...**R. Doherty
T. ...**NPF*Affixed in the presence of
an Officer authorised by the Company*✓ Mac***AUTHORISED
SIGNATORY**

PLAN 3E

KEY - UTILITIES**1-5** INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

[EXISTING POINTS]

- POWER [X]
- WATER [●]
- GAS [X]
- FOUL [X]
- HEATING
- TELECOMM [X]
- SURFACE WATER [X]
- ATT SW ATTENUATION TANK
- ENERGY CENTRE BDG

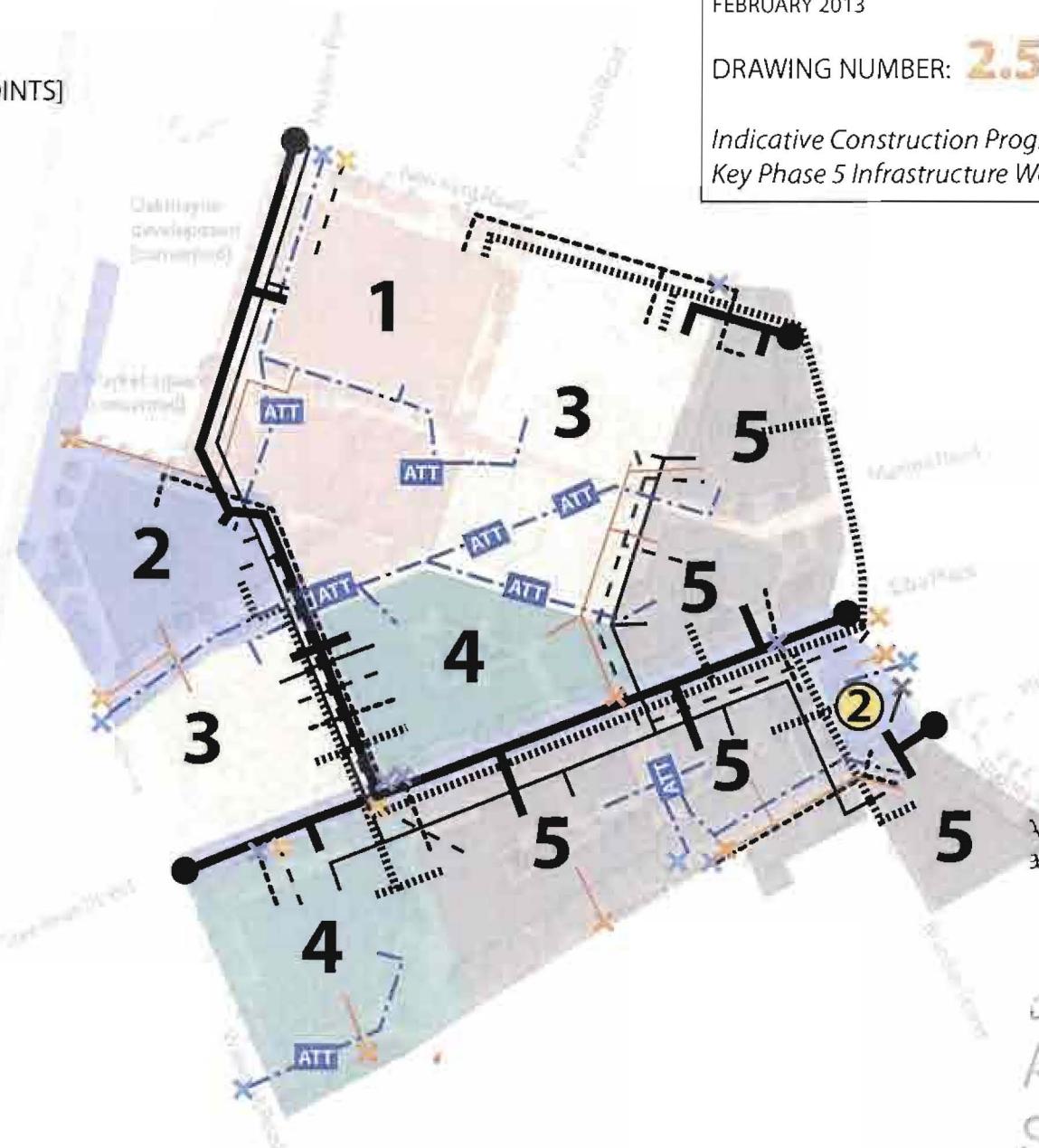
**HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092**Plans to support the Section 106 Agreement
FEBRUARY 2013DRAWING NUMBER: **2.4**Indicative Construction Programme (Cumulative)
Key Phase 4 Infrastructure Works - Utilities**Lend Lease***G. Scott*
*Manager**R. Dahl*
*Manager**M.P.J.*
Affixed in the presence of
An Officer authorised by the Company*J. Marshall*
**AUTHORISED
SIGNATORY**

PLAN 3F

KEY - UTILITIES**1-5** INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

[EXISTING POINTS]

- POWER [X]
- WATER [●]
- GAS [X]
- FOUL [X]
- HEATING
- TELECOMM [X]
- SURFACE WATER [X]
- ATT SW ATTENUATION TANK
- ENERGY CENTRE BDG

**HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092**Plans to support the Section 106 Agreement
FEBRUARY 2013DRAWING NUMBER: **2.5***Indicative Construction Programme (Cumulative)
Key Phase 5 Infrastructure Works - Utilities***Lend Lease**Affixed in the presence of
an Officer authorised by the Company

**AUTHORISED
SIGNATORY**

PLAN 3G



KEY - UTILITIES

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

UC UTILITIES CORRIDORS

ATT SW ATTENUATION
TANK

HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092

Plans to support the Section 106 Agreement FEBRUARY 2013

DRAWING NUMBER: 3.1

Indicative Construction Programme (Phase 1) Key Phase 1 Infrastructure Works - Utilities Corridors

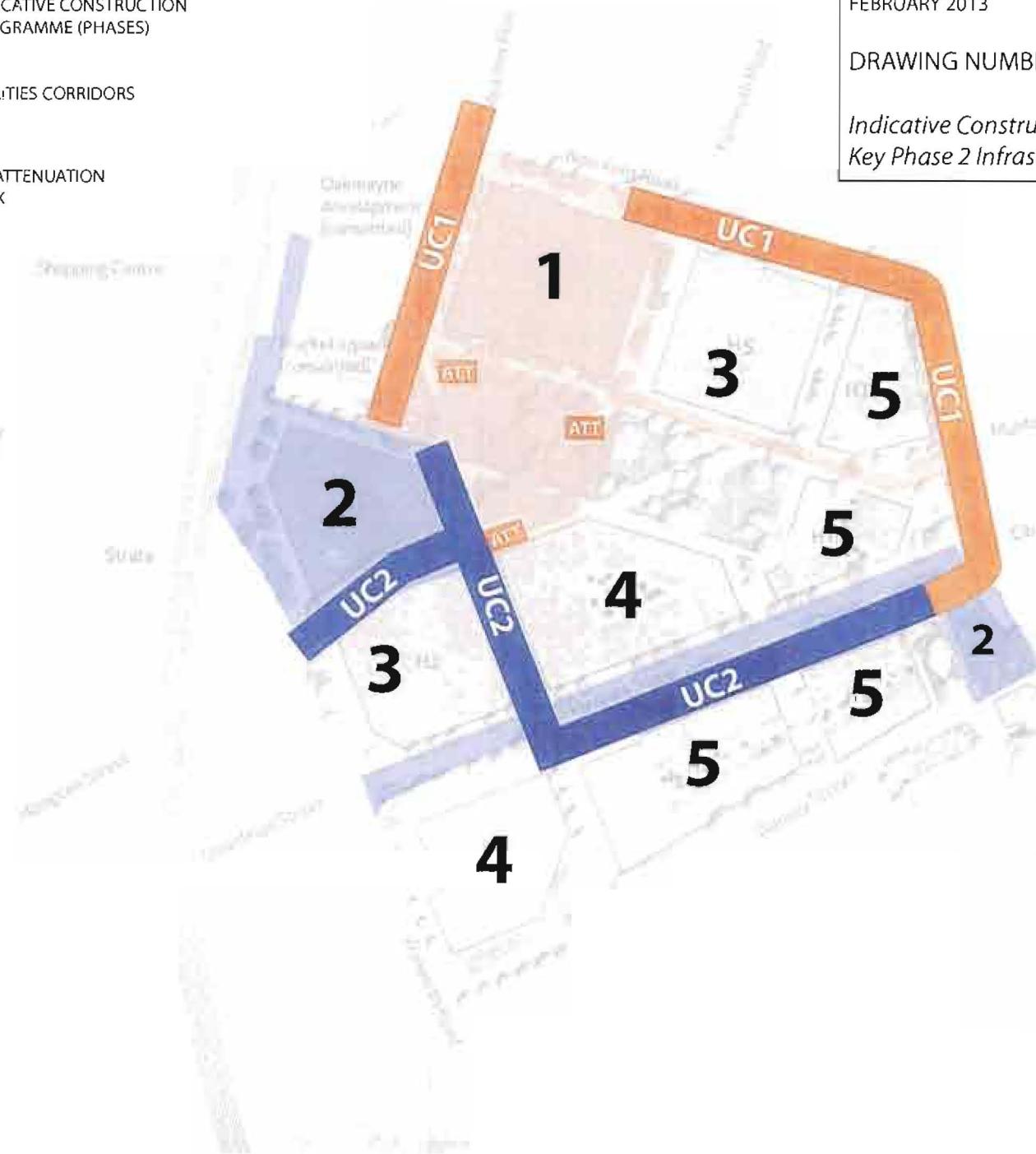


The figure is a site plan for the Indicative Construction Key Phase 1 Infrastructure. The plan is divided into five numbered zones (1, 2, 3, 4, 5) outlined in black. Within these zones, several orange rectangular areas represent Utilities Corridors (UC1). Zone 1 contains one UC1 corridor. Zone 2 contains two UC1 corridors. Zone 3 contains three UC1 corridors. Zone 4 contains one UC1 corridor. Zone 5 contains two UC1 corridors. There are also several small orange rectangles labeled 'ATT' (SW ATTENUATION TANK) scattered across the zones. The plan includes a legend in the top right corner with the text 'Indicative Construct Key Phase 1 Infrastruc' and a drawing number 'DRAWING NUMBER'. The top left corner features the text 'INDICATIVE CONSTRUCTION PROGRAMME (PHASES)' and 'UTILITIES CORRIDORS'. The bottom left corner has a 'South' arrow pointing upwards.

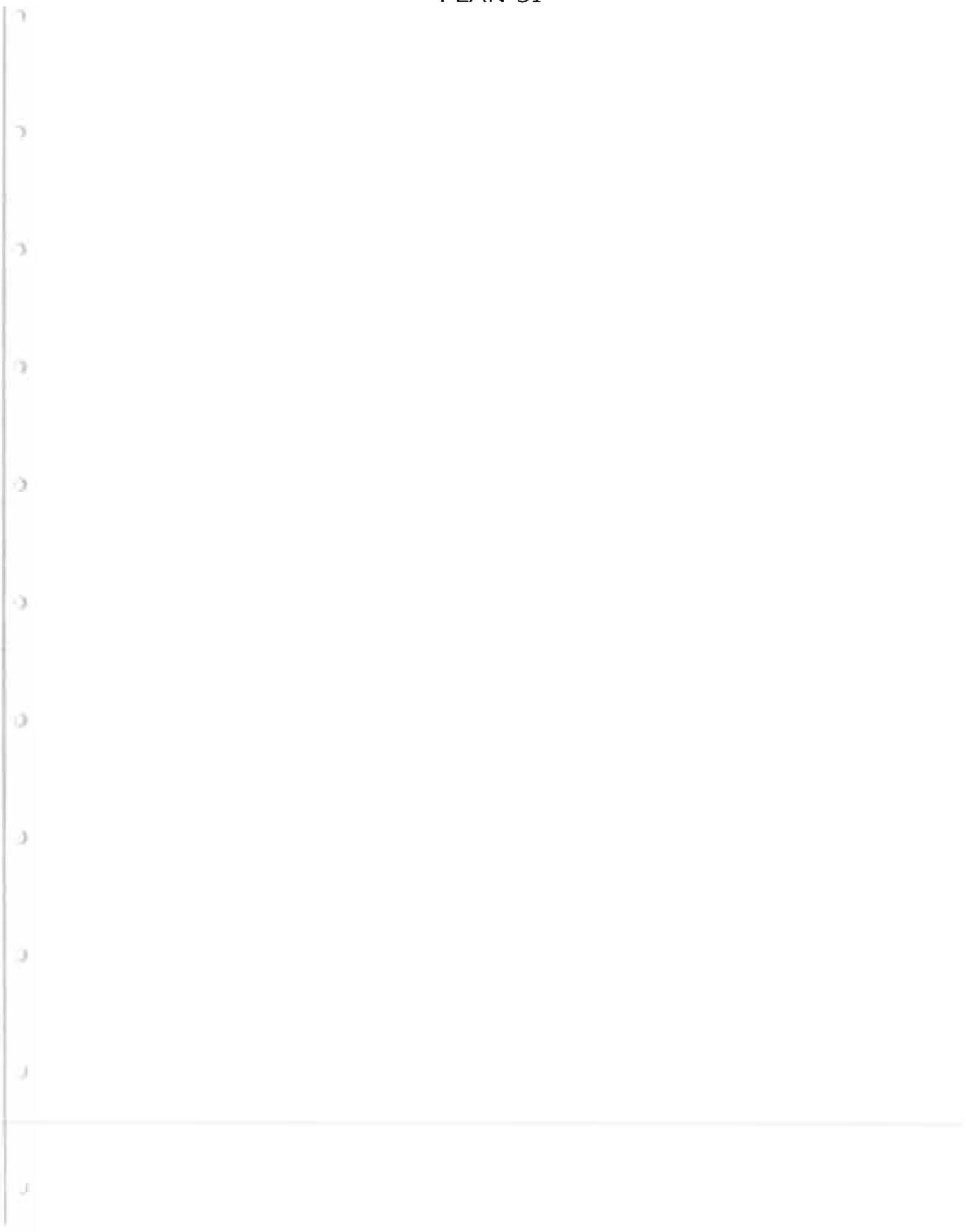
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an Officer authorised by the Company

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SIGNATORY**

PLAN 3H

KEY - UTILITIES**1-5** INDICATIVE CONSTRUCTION PROGRAMME (PHASES)**UC** UTILITIES CORRIDORS**ATT** SW ATTENUATION TANK**HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092**Plans to support the Section 106 Agreement
FEBRUARY 2013DRAWING NUMBER: **3.2***Indicative Construction Programme (Cumulative)
Key Phase 2 Infrastructure Works - Utilities Corridors***Lend Lease**
**AUTHORISED
SIGNATORY**

PLAN 3I

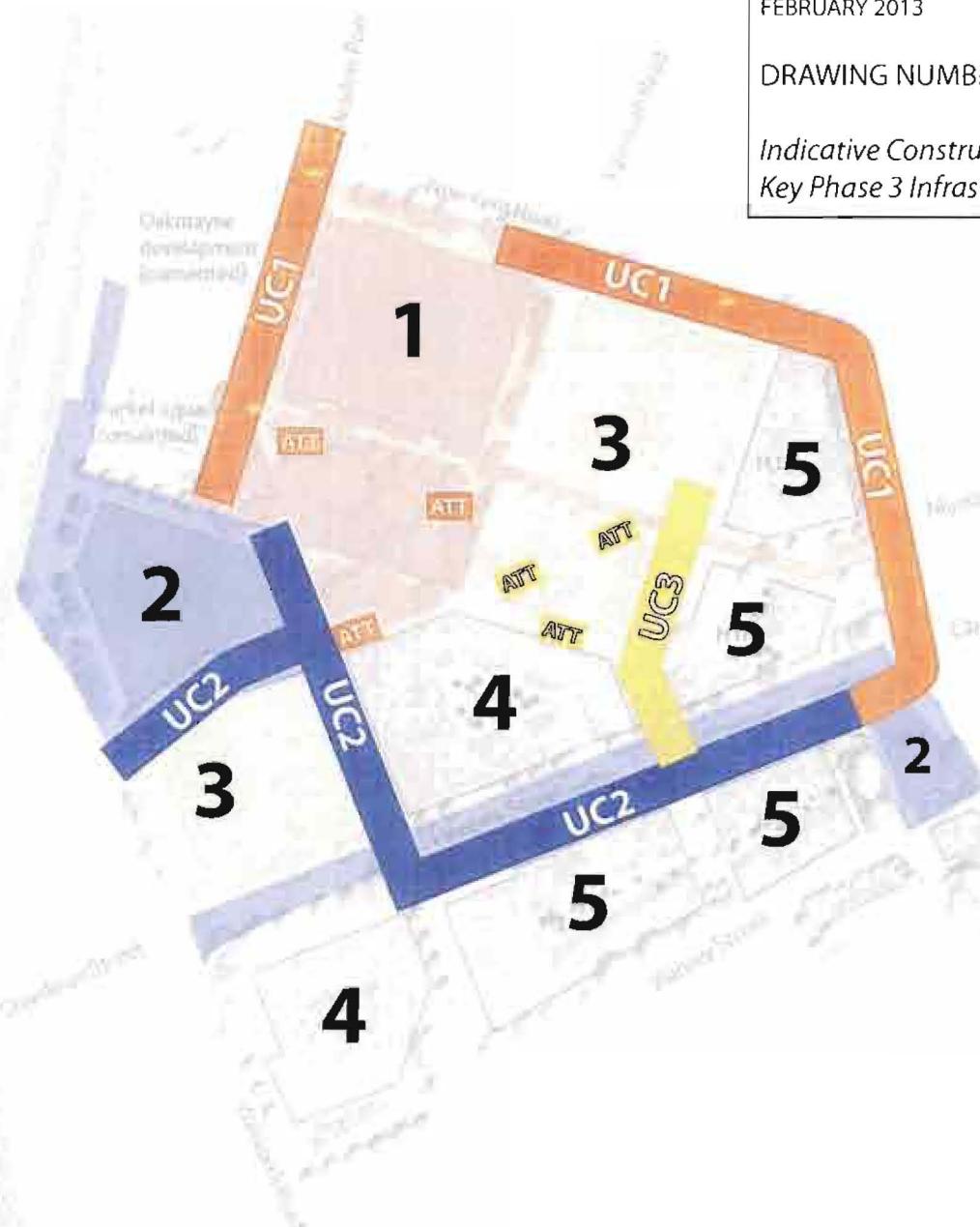


KEY - UTILITIES

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

UC UTILITIES CORRIDORS

ATT SW ATTENUATION
TANK



HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092

Plans to support the Section 106 Agreement FEBRUARY 2013

DRAWING NUMBER: 3.3

Indicative Construction Programme (Cumulative) Key Phase 3 Infrastructure Works - Utilities Corridors

Lend Lease

G. S. Scott
Thanks

W. Dahl
Thayer

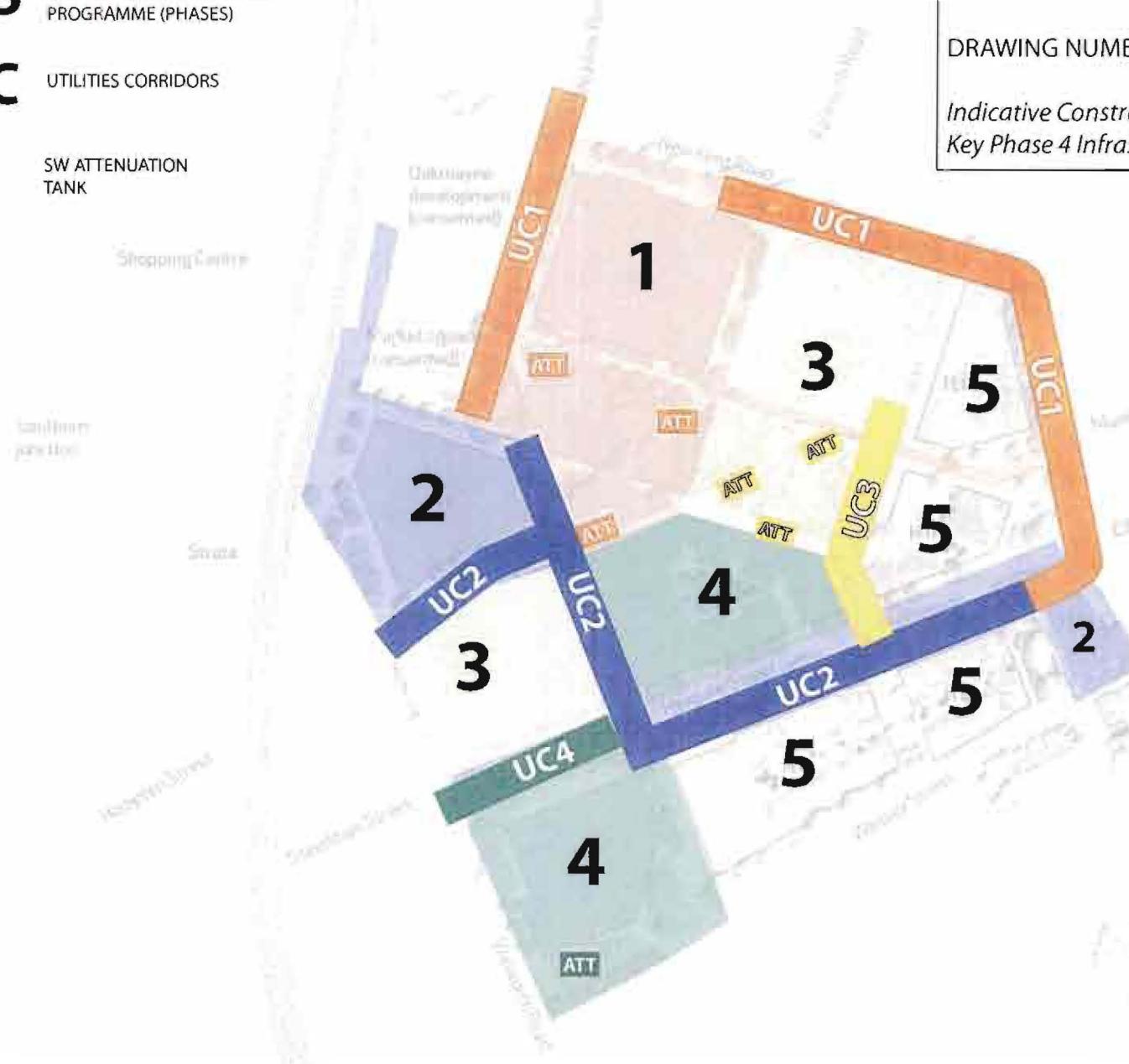
fixed in the presence of.....
an Officer authorised by the Company

✓ Mac

AUTHORISED
SIGNATORY

PLAN 3J



KEY - UTILITIES**1-5** INDICATIVE CONSTRUCTION PROGRAMME (PHASES)**UC** UTILITIES CORRIDORS**ATT** SW ATTENUATION TANK**HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092**

Plans to support the Section 106 Agreement
FEBRUARY 2013

DRAWING NUMBER: **3.4**

*Indicative Construction Programme (Cumulative)
Key Phase 4 Infrastructure Works - Utilities Corridors*

Lend Lease

G.Snow
Theresa

R.Dale
Theresa

W.L.
fixed in the presence of
an Officer authorised by the Company

5

5

✓ man

**AUTHORISED
SIGNATORY**

PLAN 3K

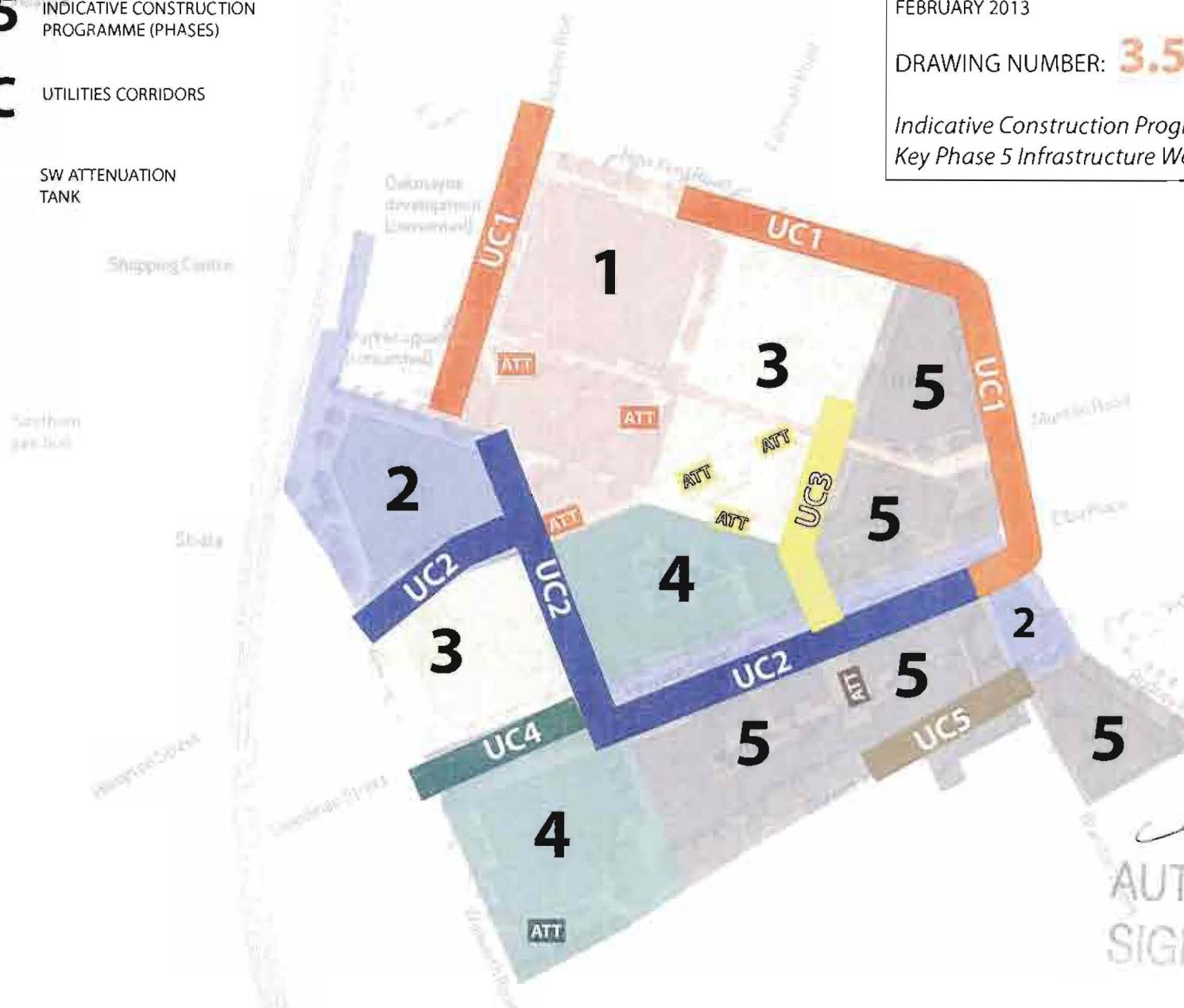


KEY - UTILITIES

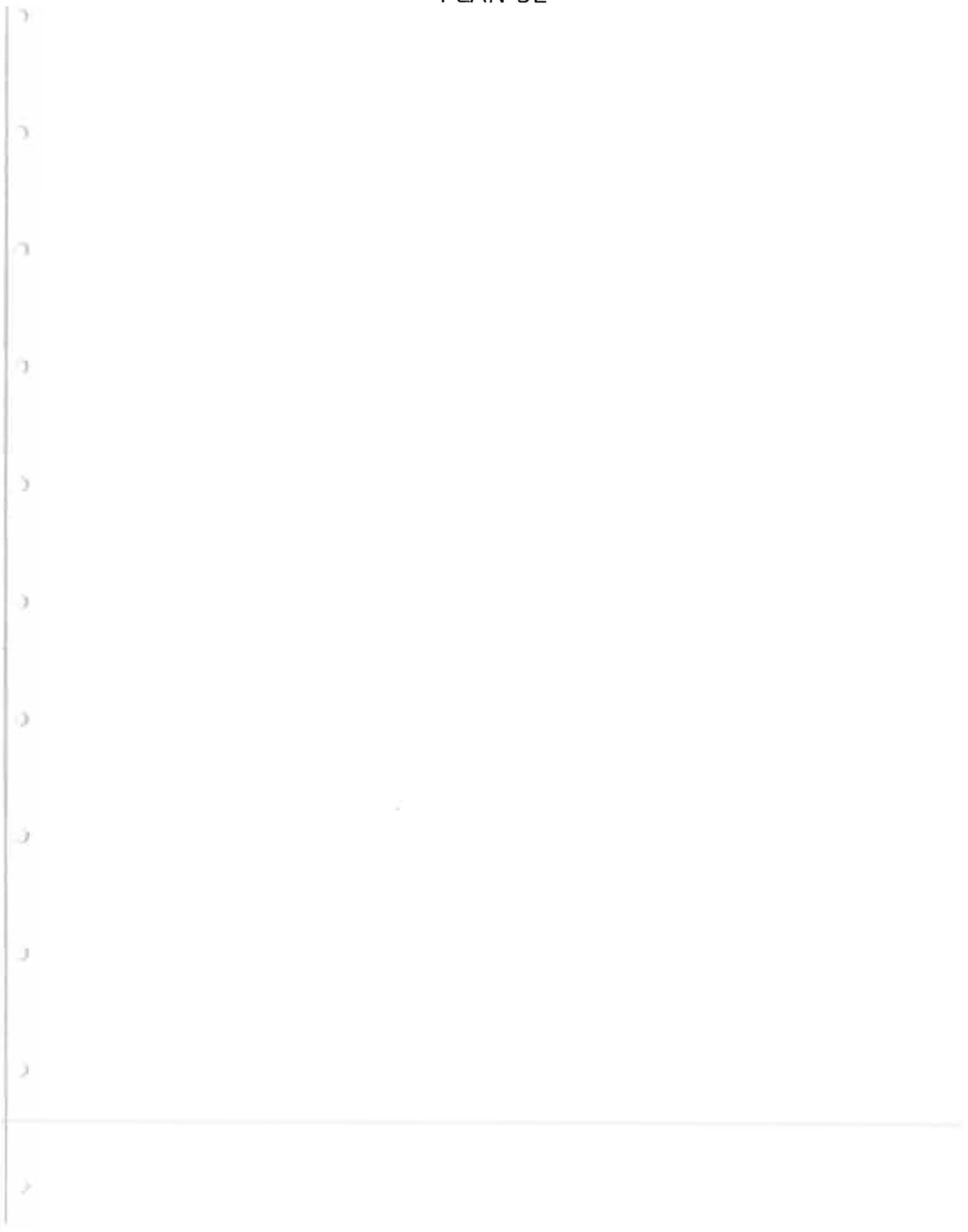
1-5 INDICATIVE CONSTRUCTION
PROGRAMME (PHASES)

UC UTILITIES CORRIDORS

ATT SW ATTENUATION
TANK



PLAN 3L



PLAN 3M

PLAN 3N



KEY - S278 WORKS

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

Numbers refer to detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

A = pedestrians
B = junctions & streets
C = others
(t)emporary
(p)ermanent

Crossing - Walworth Rd

Raised table - Heygate St

Crossing - New Kent Rd

Crossing - Rodney Rd

Refuge/modelling - Heygate St

Raised entrance - Elephant Rd

For details of Junctions and plot entrances numbered B1.2 to B1.7 see detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

Sign junction - Heygate St

Raised junction - Rodney Pl

Raised table - Wansey St

Carriageway works - Rodney Pl

Junction/align - Heygate St

Narrowing - Heygate St

Markings - Heygate St

New bus stops - Heygate St

Remove bus stop - Walworth Rd

Service bay - Rodney Road

Service bay - Rodney Place

Service bay - Heygate St

Cycle lane - New Kent Rd

Raised table - Walworth Sq

Raised table - Elephant Rd

Raised table - Brandon St

Denote 1 out of 4 potential locations on Walworth Road (X5.a - X5.d) to facilitate safe and convenient access to a signed N/S cycle route - for details refer to detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

KEY - OTHER WORKS

INDICATIVE SIGNED CYCLE ROUTES

INDICATIVE PEDESTRIAN ROUTES

4 possible areas for new, expanded or relocated Cycle Hire Docking Stations. Locations indicate a general area of search subject to further investigation, detailed design and agreement with the relevant parties and land owners. Numbers refer to Indicative Construction Programme and Phases.

CH1A
CH1B
CH4
CH5

C7

B1.1

A1

C3

B6

CH1A

B1.2

B1.3a

B1.3b

B1.4

B1.5

B1.6

B1.7

B1.8

B1.9

B1.10

1

3

5

4

5

C2

C1

5

4

5

C5

A3

3

5

2

5

2

4.3

HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092

Plans to support the Section 106 Agreement
FEBRUARY 2013

DRAWING NUMBER: 4.3

Indicative Construction Programme (Cumulative)

Key Phase 3 Infrastructure Works - S278 and Other Work

Lend Lease

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Officer authorised by the Compt

CH1B

✓ man

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PLAN 30

KEY - S278 WORKS

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

Numbers refer to detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

A = pedestrians
B = junctions & streets
C = others

(temporary)
(permanent)

Crossing - Walworth Rd Shopping Cent A1

Raised table - Heygate St A2

Crossing - New Kent Rd A3

Crossing - Rodney Rd A4

Refuge/modelling - Heygate St A5

Raised entrance - Elephant Rd B1.1

For details of junctions and plot entrances numbered B1.2 to B1.7 see detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

Sign junction - Heygate St B2

Raised junction - Rodney Pl B3

Raised table - Wansey St B4

Carriageway works - Rodney Pl B5

Junction/align - Heygate St B6

Narrowing - Heygate St B7

Markings - Heygate St C1

New bus stops - Heygate St C2

Remove bus stop - Walworth Rd C3

Service bay - Rodney Road C4.1

Service bay - Rodney Place C4.2

Service bay - Heygate St C4.3

Cycle lane - New Kent Rd C5

Raised table - Walworth Sq C6

Raised table - Elephant Rd C7

Raised table - Brandon St C8

Denote 1 out of 4 potential locations on Walworth Road (X5.a - X5.d) to facilitate safe and convenient access to a signed N/S cycle route - for details refer to detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement X5.c

KEY - OTHER WORKS

INDICATIVE SIGNED CYCLE ROUTES

INDICATIVE PEDESTRIAN ROUTES

4 possible areas for new, expanded or relocated Cycle Hire Docking Stations. Locations indicate a general area of search subject to further investigation, detailed design and agreement with the relevant parties and land owners. Numbers refer to Indicative Construction Programme and Phases.

CH1A
CH1B
CH4
CH5

PLAN 3P

KEY - S278 WORKS

1-5 INDICATIVE CONSTRUCTION PROGRAMME (PHASES)

Numbers refer to detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

A = pedestrians
B = junctions & streets
C = others

■ (temporary)
X (permanent)

Crossing - Walworth Rd
Raised table - Heygate St
Crossing - New Kent Rd
Crossing - Rodney Rd
Refuge/modelling - Heygate St
Raised entrance - Elephant Rd

For details of junctions and plot entrances numbered B1.2 to B1.7 see detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

Sign junction - Heygate St
Raised junction - Rodney Pl
Raised table - Wansey St
Carriageway works - Rodney Pl
Junction/align - Heygate St
Narrowing - Heygate St
Markings - Heygate St
New bus stops - Heygate St

Remove bus stop - Walworth Rd
Service bay - Rodney Road

Service bay - Rodney Place
Service bay - Heygate St

Cycle lane - New Kent Rd
Raised table - Walworth Sq

Raised table - Elephant Rd
Raised table - Brandon St

Denote 1 out of 4 potential locations on Walworth Road (X5.a - X5.d) to facilitate safe and convenient access to a signed N/S cycle route - for details refer to detailed Table in Paragraph 15 Schedule 4 of the S106 Agreement

KEY - OTHER WORKS

INDICATIVE SIGNED CYCLE ROUTES

INDICATIVE PEDESTRIAN ROUTES

4 possible areas for new, expanded or relocated Cycle Hire Docking Stations. Locations indicate a general area of search subject to further investigation, detailed design and agreement with the relevant parties and land owners. Numbers refer to Indicative Construction Programme and Phases.

CH1A
CH1B
CH4
CH5

A1
A2
A3
A4
A5
B1.1
B1.2
B2
B3
B4
B5
B6
B7
B8
C1
C2
C3
C4.1
C4.2
C4.3
C5
C6
C7
C8

X5.c

CH1A
CH1B
CH4

HEYGATE OUTLINE MASTERPLAN PLANNING APPLICATION Ref 12/AP/1092

Plans to support the Section 106 Agreement
FEBRUARY 2013

DRAWING NUMBER: 4.5

Indicative Construction Programme (Cumulative)

Key Phase 5 Infrastructure Works - S278 and Other Work

Lend Lease

G. Scott

Mark

R. Dol

Mark

NRL

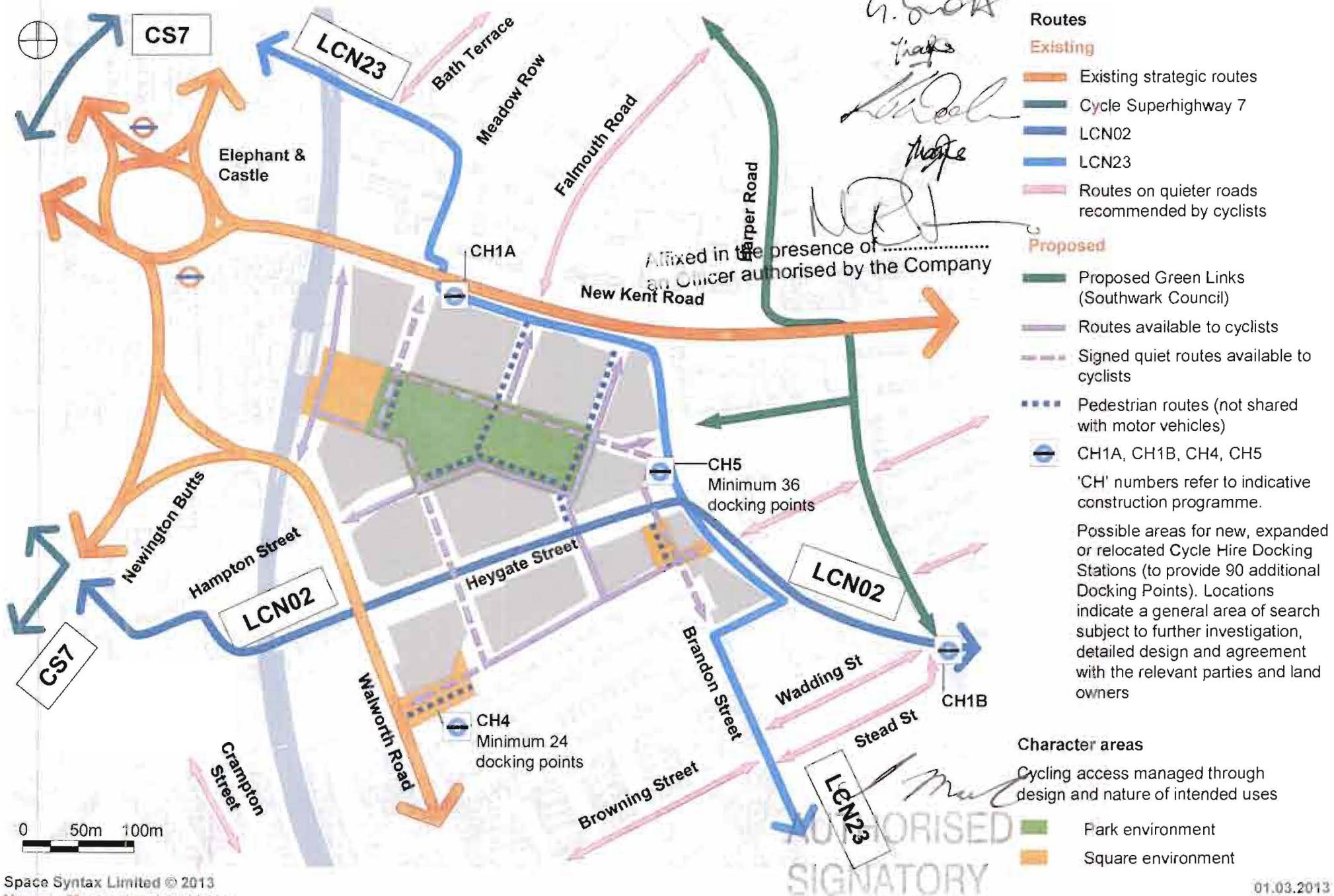
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CH1B

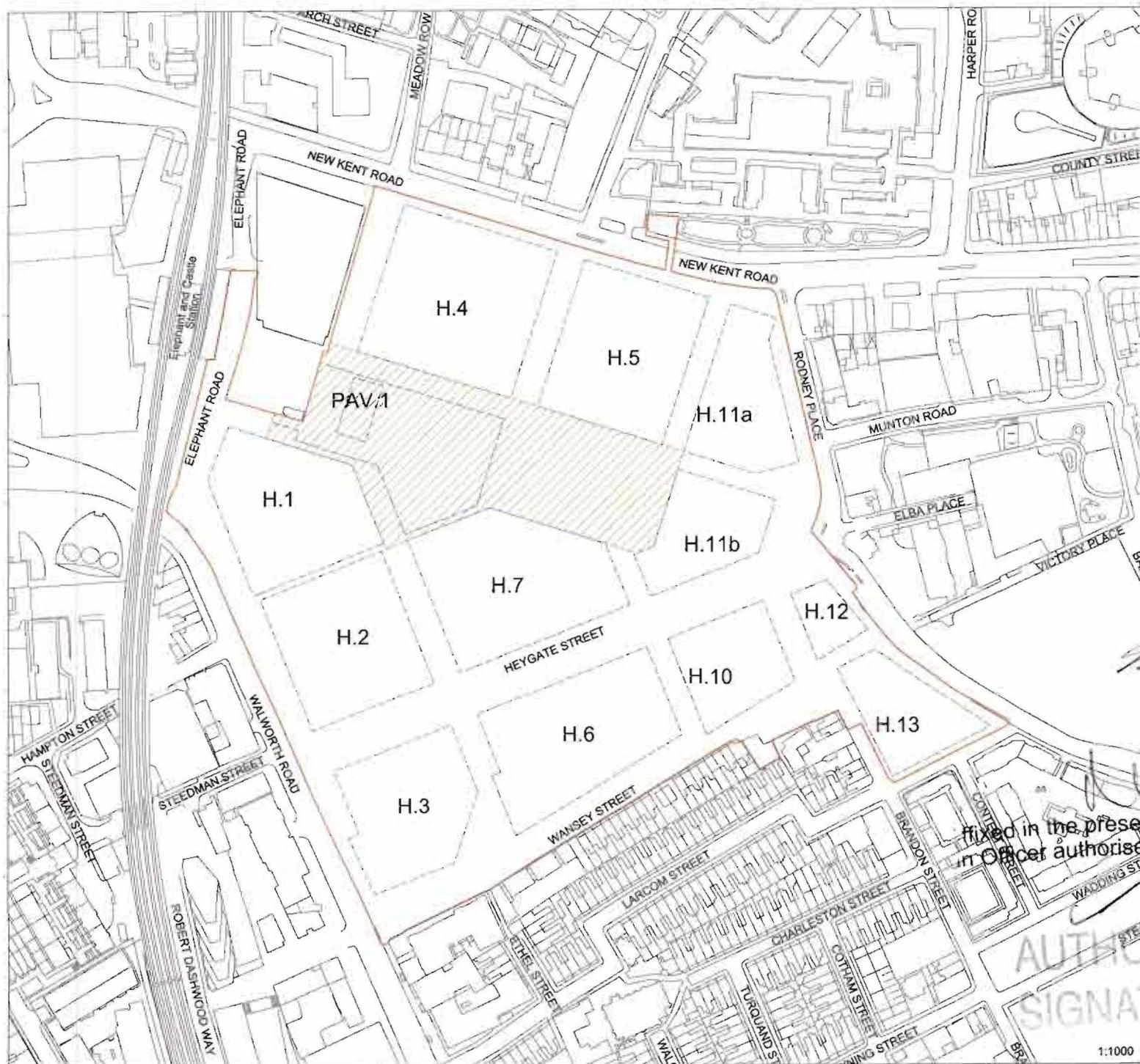
Mark
AUTHORISED
SIGNATORY

PLAN 4

Indicative cycle facilities and pedestrian routes Existing and proposed



PLAN 5



Outline planning
application boundary

Maximum external plot
extent at ground and
mezzanine levels

Minimum publicly
accessible park
space with incidental
and ancillary uses
including retail and
community use

NOTE:

Plot extent is inclusive of balconies,
private ground floor amenity space
and any retail overspill outside
of the public realm and does not
necessarily coincide with the actual
building line

General Notes
1. Dimensions are in millimetres unless
stated otherwise.
2. Levels are in metres AOD unless
stated otherwise.
3. Dimensions given
Do not scale off drawing.
4. All dimensions to be verified on
site before proceeding.
5. All discrepancies to be notified
in writing to make architects.
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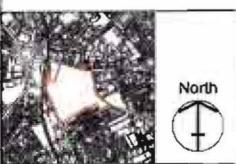
P06/08/13 Rev B, 100%
Rev Date: Request for Issue
1/1

make

55-57 Whitfield Street
London SW1T 4HE
tel: +44 (0)20 7636 5111
fax: +44 (0)20 7636 5022
info@makearchitects.co.uk
www.makearchitects.co.uk

Client
Lend Lease
(Elephant and
Castle) Limited

Lend Lease



Project
The Heygate Masterplan

Drawing Title
Area Identifying Location
of "Park Area" in Accordance
with Section 106 Definition and
Approved Parameter
Plan P06 P-1

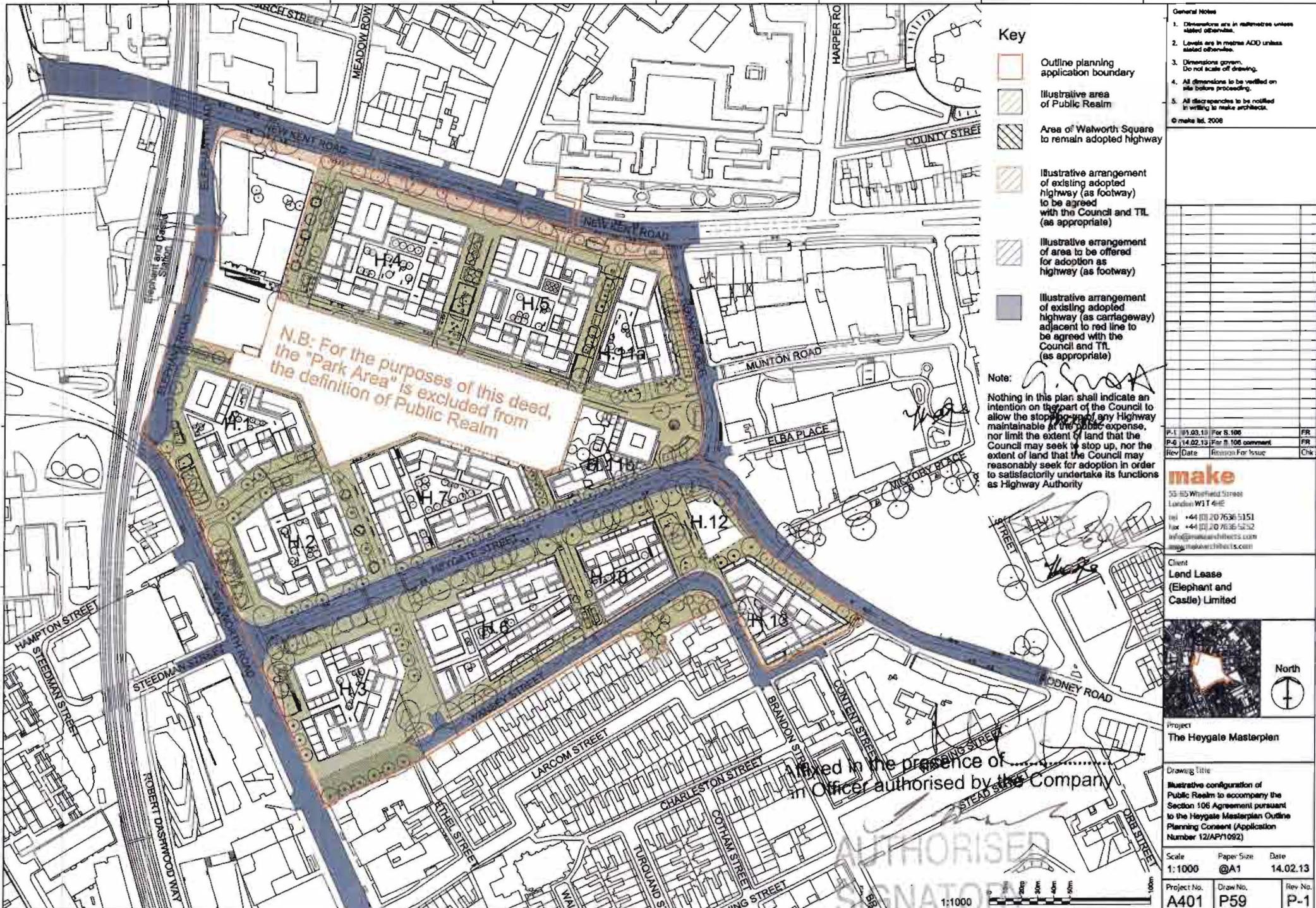
Scale Date
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Project No. Draw No. Rev No.
A401 P83 P-0

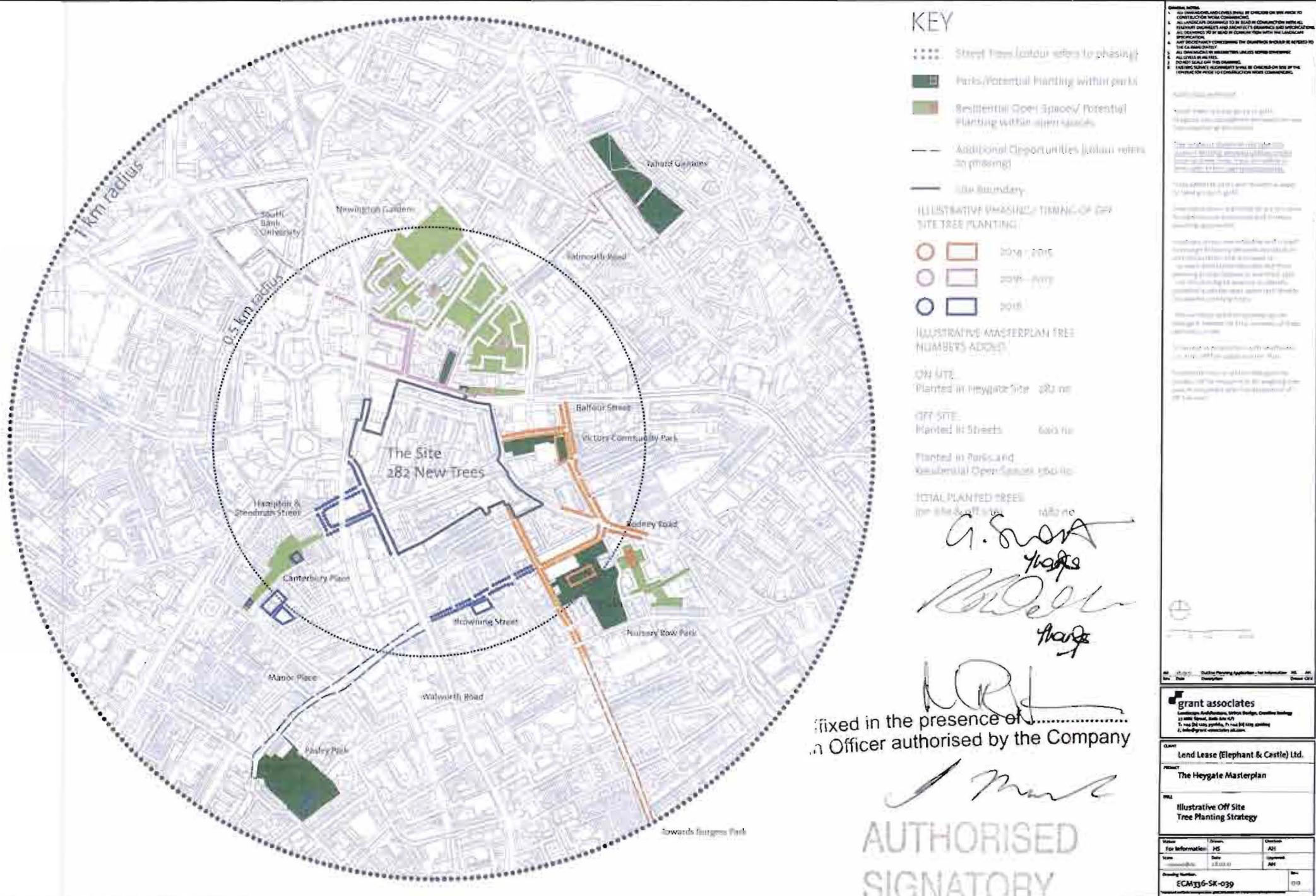
1:1000 0 10m 20m 30m 40m 50m 60m 70m 80m 90m 100m

PLAN 6

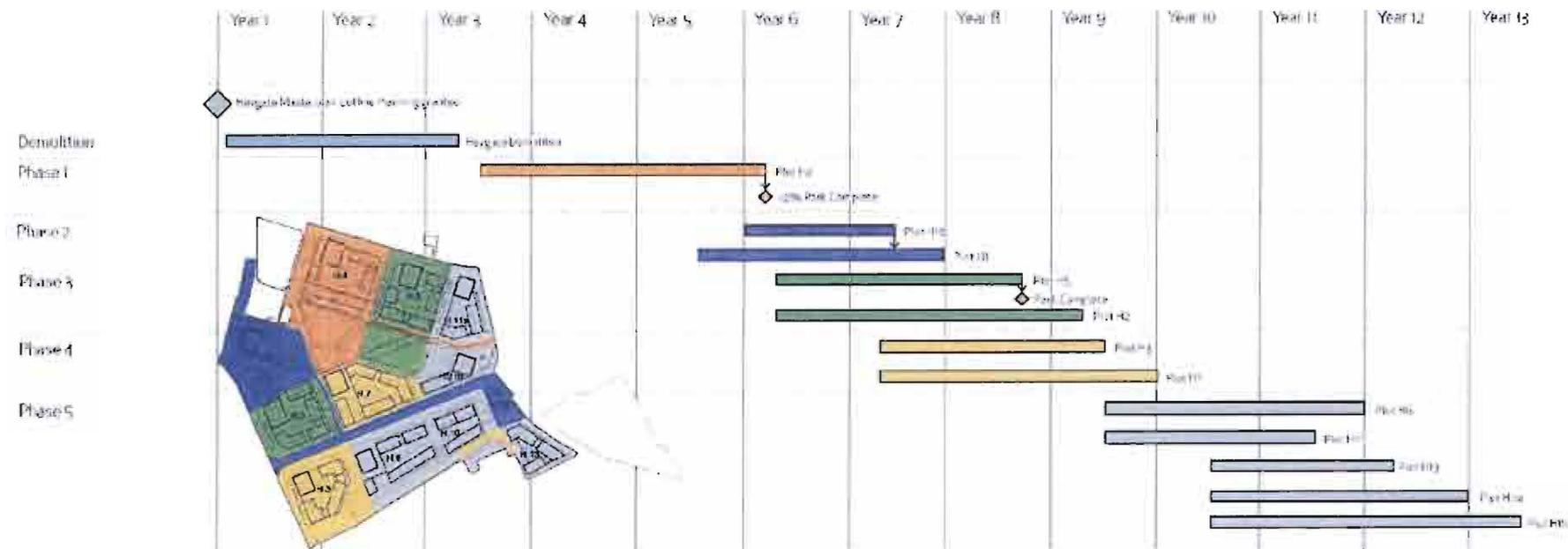




PLAN 7



PLAN 8



Affixed in the presence of
in Officer authorised by the Company

G. Sivakumar
Manager

R. S. John
Manager

J. Mark
AUTHORISED
SIGNATORY

APPENDIX 9

Bus Stand Specification

Part 1 – Bus Stand Criteria

- 1.** The stand should be of a size, design and layout sufficient to accommodate 2 double decker buses.
- 2.** The size, design and layout should comply with the London Buses Accessible Bus Stop Guidance (or relevant successor document).
- 3.** The costs of providing the stand including any necessary highway and footway alterations or improvements should be met by the developer (as work in kind and/or payments to LBSL) as should inter alia road markings, a totem sign and lighting. CCTV coverage may be necessary which should also be provided at the developer's cost.
- 4.** The detailed design would need to be agreed with London Buses as well as if necessary with Southwark as local planning and/or highway authority.
- 5.** Consultation on the proposal would be undertaken by LBSL.
- 6.** The stand and associated turning route should be located within the Heygate Masterplan application site or on public highway immediately adjacent to the site or off site as determined by Transport for London.
- 7.** The stand location and turning route should take account of 24/7 bus operations and the potential impacts upon residents and other sensitive users.
- 8.** The stand should be located so that drivers can exit and enter buses via the passenger door directly onto the footway or other hard surfaced public realm. An off side location may be acceptable with suitable design.
- 9.** The stand must allow buses on the same route to serve Heygate Street in both directions.
- 10.** A toilet should be within 2 minutes walk of the stand and within drivers' line of sight. The toilet should be available for use by drivers 24/7. It may be a stand alone facility or within a building (see separate specifications).
- 11.** Acceptable manoeuvrability for buses at the stand and on the turning route must be demonstrated using standard double decker tracking plot.
- 12.** The location should be demonstrably acceptable in terms of highway safety.

13. An informative must be placed on any reserved matters approval for the plot or nearby plots within the development that a bus stand and/or turning route for buses will be/is adjacent. Similar information should be included within sales or lettings particulars for these flats and/or other accommodation.
14. If any or all of the stand or turning route is not on public highway then LBSL will require a 125 year lease at peppercorn.
15. If required LBSL would accept responsibility for maintaining the stand if it is not on public highway provided LBSL has sole use and has agreed the design and specification.

Part 2 – JCDecaux Toilet Specification

1. JCDecaux UK in partnership with London Bus Services Ltd (LBSL) are currently in the process of upgrading the facilities for London's Bus personnel. As the standard provision where a personnel toilet facility is required LBSL have chosen to use a special variant of the JCDecaux Foster design automated public convenience (APC).
2. The Foster design was chosen by LBSL as the best solution for numerous reasons including the following:

Compact & unobtrusive design

Robust vandal resistant structure

Functionality

Rigorous cleaning and maintenance regimes

Specification

3. The walls of the Foster Automatic Public Convenience (APC) are made of coloured pre cast concrete segments. There is flush fitted laminated safety glass panel inset on both sides. These panels cover the entire surface of the APC except the doors and pillars, plinth and a narrow band around the top.
4. The roof is made of aluminium fibreglass laminated with polyester coloured to match the walls. The door is made of a steel structure, which is covered by a stainless steel sheet on the inside and outside. A high level round translucent window in the door allows natural lighting. There is a second door on the other side of the APC to provide access to the cistern and to where cleaning materials etc. would be stored. This door is also of stainless steel but has no window.

5. A digital coding lock (Bewator K42) controls the access to the toilet and limits its use to bus drivers. The door can only be opened when the toilet cabin is vacant. When it is occupied the user can lock the cabin internally by means of a latch. The door is fitted with a handle and an automatic door closer. In case of an emergency cabin may be opened with a special key.
6. The floor is made of a non-slip material and the walls and ceilings are in polished concrete protected by an anti-graffiti and anti-adhesive varnish.
7. Within the unit in addition to the toilet and hand washing facilities there is lighting and heating, a hand dryer and an air extractor.

Dimensions (External)

Height	2340 mm
Width	1086mm
Depth	1600mm
Side Glass Panels	1160 mm wide x 1710 mm high
Plinth	287 mm high



Colour

8. The Foster Cabin is supplied in "Foster Grey". Should it be required (and agreed) the unit can be provided in any colour found in the "RAL" coding range. It is preferable to keep the colours standard to assist with maintenance.

Foundations

9. The foundations are constructed of reinforced concrete with ducts provided for the supply of water, electricity and drainage. Each cabin site must be chosen to allow unrestricted access to these utilities. The maximum depth for foundations is 1 metre.

Cleaning & Maintenance

10. The units are visited twice daily seven days a week by JCDecaux's own fully qualified technicians. They are supplied with a fully equipped vehicle to carry out all required cleaning and maintenance.
11. The technician's daily duties will incorporate:

Replenishment of all consumables

Full cleaning of the interior/exterior

All maintenance, including a full inspection of working part

Part 3 – Shared Drivers Toilet Specification

Bus Drivers' Toilets within a building

Introduction

1. Bus drivers and controllers have to be able bodied as a requirement of the PCV driving licence. Therefore it is not necessary to provide fully accessible toilets which are solely for the use of drivers. However this accommodation should be designed to the standard for an ambulant disabled user.

Schedule of accommodation

2. Reference is to be made to Building Regulation Part M and BS:8300
3. The number of facilities sought is 2x WC's and 2 wash hand basins – i.e. 1 cubicle each for female and male drivers.
4. In addition a cupboard suitable to store cleaning equipment and materials and supplies should be provided if LBSL is to be responsible for maintenance.
5. Lockers, showers, mess facilities, seating etc. are **not** required.

Surface finishes

6. Floors are to be non-slip, but easy to clean. Experience has shown that vinyl flooring tends to be difficult to clean and have a limited life. Consideration should be given to other materials such as non-slip ceramic tiles with coved skirting.
7. Solid walls are preferable because of their impact resistance. In general blockwork with a hard wall plaster finish and Gypsum blocks provide a suitable walling material. However if a stud wall is used the construction should be plasterboard on a minimum 12mm ply sheet or it should be an agreed proprietary high impact resistant board. A minimum 450mm ceramic tile splash back is to be provided behind wash hand basins and related worktops.
8. Particular attention is to be paid to the need to provide secure fixings for grab rails and sanitary fittings.
9. In general the minimum requirement is that walls are to be painted with washable water based acrylic paint.
10. Ceilings are to impact resistant plasterboard with a washable water based acrylic paint finish or an agreed alternative material and finish.

Fixtures and Fittings

11. Cubicle door mounted coat hooks to be provided for each cubicle.
12. Access is to be controlled by Unican 1000 lock or similar system.

13. Stainless steel sanitary ware is preferred. The specification of combined W.C. wash hand basin units, such as Sissions heavy-duty prison sanitation units, would be acceptable.
14. All plumbing is to be concealed and a trapped gully is to be provided in all toilets to assist in cleaning.
15. Appropriate mechanical ventilation should be provided.
16. A window is not required but if provided should be secure and have frosted glass.

Telecommunication:

17. The toilet should be connected to the alarm/CCTV system fitted to the rest of the building.

Mechanical and Electrical Requirements:

18. General lighting is to be by low energy 2D fittings. The lighting level required at floor height is a minimum of 200 lux. Lights are to be controlled by an accessible switch but are to have additional switching by timed movement sensors.
19. There is to be both hot and cold water supplied to basins, which is to be blended to a maximum temperature of 41 degrees Celsius.

Access from the street

20. Access to the toilet should preferably be directly from the street. If from within the building it should be through public/communal areas and/or staff areas. Routes through or passing areas used by children or other people where CRB checks would be appropriate should be avoided. The 2 minute walk distance from the stand to the toilet includes the time spent within a building and thus routes should be as direct as possible. The route between the stand and toilet should be secure and safe to use and should have at least passive surveillance. Narrow passageways from which there is no escape should be avoided. CCTV of the route may be required.

APPENDIX 10
Sponsored Route Agreement

SPONSORED ROUTE AGREEMENT

Dated :

Between:

LONDON BUS SERVICES LIMITED

(“the Corporation”)

AND

LONDON BOROUGH OF XXXXX

(“the Sponsor”)

THIS AGREEMENT is dated the

day of

XXXX

BETWEEN:

LONDON BUS SERVICES LIMITED and its successors in title ("the Corporation") with registered office at Windsor House, 42 – 50 Victoria Street, London SW1H 0TL.

AND

LONDON BOROUGH OF XXXXX ("the Sponsor") of [address]

WHEREAS:

- (A) Under section 173(1) of the Greater London Authority Act 1999 ("the GLA Act") Transport for London ("TfL") has powers to provide or secure the provision of public transport services to, from or within Greater London. The Corporation, as a subsidiary of TfL, has powers under section 169 of the GLA Act to enter into transport subsidiary agreements with any person for the provision of any public passenger transport services, and the Corporation has accordingly entered into an agreement with a bus operator to provide the Service (as defined below).
- (B) The Sponsor wishes to have the Service enhanced through the provision of an extension to the route of the Service for a certain period of time and/or the provision of a higher frequency of buses operating on the Service. However, such an enhancement to the service could not be provided without the need for additional expenditure being incurred by the Corporation under the terms of its agreement with the bus operator of the Service.
- (C) Under section 177 of the GLA Act, the Sponsor and TfL have powers to enter into agreements under which the Sponsor contributes towards the expenditure incurred by any person providing a public passenger transport service. Under the provisions of section 164 of the GLA Act the Corporation, as a subsidiary of TfL, is permitted to exercise this power, and the Corporation is willing to secure enhancements to the Service on the basis that the Sponsor will contribute to the costs of operating the Service as set out in this Agreement.

NOW IT IS HEREBY AGREED and declared by and between the parties hereto as follows:

1. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

"Agreement Period"	means the duration of this Agreement as set out in Clause 7;
"Commencement Date"	means the date on which this Agreement commences as set out in Schedule 1;
"Cost Limit"	means the maximum payment which will be made by the Sponsor under this Agreement as set out in Schedule 1;
"Enhanced Service"	means an enhancement to the Service as set out in Schedule 1;
"Expiry Date"	means the date on which this Agreement expires as set out in Schedule 1;
"Net Deficit Sum"	means the costs incurred by the Corporation in securing the Enhanced Service;
"Operator"	means the bus operator with which the Corporation has entered into an agreement for the operation of the Service; and
"Service"	means the bus route more particularly detailed by the route description in Schedule 1A.

2. PROVISION OF THE ENHANCED SERVICE

In consideration of the payment by the Sponsor to the Corporation of the Net Deficit Sum, the Corporation covenants with the Sponsor to arrange for the Enhanced Service to be provided as specified in part 4 of Schedule 1 and in accordance with the requirements of all Acts of Parliament, Statutory Instruments or Orders from time to time in force which are or may become applicable to the provision of public passenger transport services during the period this Agreement is in force.

3. FORM OF AGREEMENT

This Agreement consists of the terms and conditions set out in this Agreement together with Schedules 1, 2 and 3 and Appendix 1 attached to this Agreement. All the terms of the Agreement between the Sponsor and the Corporation are set out in this Agreement. No other documents will form part of the Agreement or will vary it unless such documents are expressed to do so and are signed by both parties.

4. PROVISION OF INFORMATION TO THE SPONSOR

- 4.1 The Sponsor acknowledges receipt of the funding summary information relating to costs and revenue of the Enhanced Services from the Corporation and agrees that these details equate to the Cost Limit specified in Schedule 1. This information shall form part of any invoices issued to the Sponsor by the Corporation in accordance with Clause 10 and/or any supplementary paperwork issued with such invoices.
- 4.2 The Corporation, at its discretion, may use its reasonable endeavours to comply with any reasonable requests for additional information from the Sponsor. If any additional information requested by the Sponsor exceeds the scope of information usually obtained from the Operator or collected by the Corporation, or requires analysis of any information which is supplementary to the Corporation's normal requirements, the Corporation reserves the right to charge the Sponsor a reasonable administrative fee for obtaining or extracting the information required. Such fees will be mutually agreed between the Corporation and the Sponsor prior to preparation and submission of any information by the Corporation. Any information supplied to the Sponsor under this Clause 4 shall be treated as confidential, in accordance with the provisions of Clause 5.

5. CONFIDENTIALITY

- 5.1 Each of the parties hereto undertakes to the other to keep confidential, and not to divulge to any person without the prior written consent of the other party, all information (written or oral) of a confidential or proprietary nature concerning the business affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into and the performance of this Agreement, save that which is:
 - 5.1.1 trivial or obvious;
 - 5.1.2 already in its possession other than as a result of a breach of this clause;
 - 5.1.3 in the public domain other than as a result of a breach of this clause;
 - 5.1.4 required by law or the requirements of any regulatory or other authority to be disclosed by the parties or either of them; or
 - 5.1.5 disclosed by the Corporation to any member of the Corporation's Group (which expression shall mean Transport for London and its subsidiaries from time to time as defined in section 736 in the Companies Act 1985), to the Greater London Authority (including the Mayor of London), to a Minister of the Crown or any department of the Government of the United Kingdom.

- 5.2 Each of the parties undertakes to the other to take all such reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 5.1, by its employees and agents.
- 5.3 For the purposes of this Clause 5, the Sponsor and Corporation hereby acknowledge that neither party will be in breach of this Agreement in divulging any confidential information to any person in order for either party to perform its rights and obligations under this Agreement.
- 5.4 The obligations as to confidentiality set out in this Agreement shall survive any termination of this Agreement.

6. THE CORPORATION'S RESPONSIBILITY OF CONFIDENTIALITY

- 6.1 The Corporation shall have the same obligations as those imposed on the Sponsor under Clause 5 in respect of those categories of confidential information set out in Schedule 3 ("Sponsor Confidential Information"), except that TfL may:
 - 6.1.1 disclose the Sponsor Confidential Information where TfL considers that it is obliged to do so under any of the legislation referred to in Clause 14;
 - 6.1.2 use the Sponsor Confidential Information to the extent necessary to obtain the benefit of the Sponsor's performance under this Agreement;
 - 6.1.3 to fulfil the terms and conditions of this Agreement disclose the Sponsor's Confidential Information to any member of the group of companies formed by TfL and its subsidiary companies (as such term is defined in the s258 of the Companies Act 1985); and
 - 6.1.4 disclose such Sponsor Confidential Information as may be required to be published in the Official Journal of the European Union.

7. AGREEMENT PERIOD

This Agreement shall commence on the Commencement Date and shall continue in force until the Expiry Date, unless terminated earlier in accordance with Clause 8.

8. TERMINATION

- 8.1 The Corporation is committed to securing the provision of the Enhanced Service for the Agreement Period. However, to ensure that the business needs of the Corporation can be met, the Corporation may terminate this Agreement by giving a minimum of 4 (Four) months written notice to the Sponsor, expiring at any time.

8.2 Either party may terminate this Agreement forthwith by written notice to the other if the other party commits any continuing or material breach of this Agreement and where such a breach is capable of remedy, fails to remedy it within 30 (Thirty) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

9. FORCE MAJEURE

9.1 If the performance of the Sponsor or the Corporation is prevented, hindered or delayed by any strike, lock-out or other industrial action, weather conditions or other act of God or by any other event beyond the reasonable control of that affected party, then such non-performance shall not for so long as such events constitute a default in relation to the affected obligation under this Agreement entitle the other party to terminate this Agreement by virtue of any continuing or material breach arising from such event, provided that:

- 9.1.1 the affected party shall have taken all reasonable steps to have overcome, avoided or minimised the effects of any such event; and
- 9.1.2 if the event shall continue for a period of 2 (Two) calendar months the other party may thereafter, during the continuance of the event, terminate this Agreement upon the expiration of 21 (Twenty-One) days notice to the affected party.

10. PAYMENT

10.1 Subject to Clause 10.4 the Sponsor shall pay to the Corporation the total sum of £xxxxxxxxx (*sum in words*) in the instalments set out in Schedule 2. The Sponsor shall effect payment within 28 days of receipt of the Corporation's invoices.

10.2 The Parties acknowledge and agree that the total sum shown in Clause 10.1:

10.2.1 equates to the estimated net deficit calculated at the date of this Agreement on the basis of the information previously provided to the Sponsor and as summarised in Schedule 2, to be incurred by the Corporation in relation to the costs to be incurred in providing the Enhanced Service during the first five years of the term which are not off-set by the revenue it retains in relation to the Enhanced Service.

10.2.2 shall be paid by the Sponsor to the Corporation irrespective of the actual costs incurred and revenue received by the Corporation during the term of this Agreement.

10.2 The Corporation shall retain all on-bus and off-bus revenue.

10.3 No sum shall be payable by the Sponsor to the Corporation under Clause 10.1 following the expiry of a period of five years from and including the Commencement Date.

11. THIRD PARTY RIGHTS

- 11.1 Subject to Clause 11.2, a party (a "third party") who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce any term of this Agreement notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such third party. This does not affect any right or remedy of such third party, which exists or is available apart from under the Third Parties Act.
- 11.2 The Third Parties Act applies to this Agreement to the effect that any member of the TfL Group has the right to enforce any provision contained in the Agreement against the Sponsor to the extent that such provision confers a benefit or purports to confer a benefit on that member of the TfL Group (where the TfL Group means Transport for London and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time).

12. DISPUTE RESOLUTION

- 12.1 The Corporation and the Sponsor shall use their best efforts to negotiate in good faith and settle any dispute or difference that may arise out of or in relation to this Agreement before resorting to litigation.
- 12.2 If any such dispute or difference is not settled through discussion between the appropriate representatives of the Corporation and the Sponsor, the parties may refer the dispute or difference to a director or chief executive (or equivalent) ("Senior Personnel") of each of the parties for resolution.
- 12.3 If the dispute or difference is not resolved within 20 business days of referral to the Senior Personnel, either party may propose that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 12.4 If the parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act, either party may apply to the Centre for Dispute Resolution ("CEDR") in London to appoint a mediator. The costs of a mediator shall be divided equally between the parties.
- 12.5 If the Parties reach agreement on the resolution of the dispute or difference, such agreement shall be recorded in writing and once signed by the parties' authorised representatives, it shall be final and binding on the parties.
- 12.6 If the Parties fail to reach agreement within 40 business days of the appointment of the mediator, such failure shall be without prejudice to the right of either party to refer the dispute or difference to litigation.

13. NOTICES

Any notice to be served under this Agreement by either party shall be sufficiently served if delivered personally, or if sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement, or such other address as may be notified in writing, or by facsimile transmission and shall be deemed to have been received by the addressee within 72 hours of posting or within 24 hours of personal delivery or facsimile transmission. The sender of any notice by facsimile must have the successful transmission facsimile report sheet.

14. FREEDOM OF INFORMATION

- 14.1 Each party acknowledges that they are subject to the Freedom of Information Act 2000 ("the Act") and all subordinate legislation made under it, together with the Environmental Information Regulations 1992 (and any other provisions that replace these) and agrees to assist and co-operate with each other to enable compliance with their obligations under such legislation including, without limitation, providing to each other such information as may reasonably be requested concerning this Agreement.
- 14.2 The Corporation and the Sponsor acknowledge that the other may be obliged under the legislation referred to in Clause 14.1 to disclose information without consulting or obtaining consent from the other party and such disclosure shall not constitute a breach of clause 5.
- 14.3 This Clause 14 shall survive the expiry or termination of this Agreement

15. ILLEGALITY AND SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Corporation and the Sponsor shall immediately commence good faith negotiations to remedy such invalidity

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of England and Wales and, without prejudice to Clause 12, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Duly Authorised on behalf
of the Corporation:

Signature

.....

Name

.....

Authorised Officer

.....

Duly Authorised on behalf
of the Sponsor:

Signature

.....

Name

.....

Authorised Officer

.....

SCHEDULE 1

KEY CONTRACT INFORMATION

1. **Commencement Date:**

2. **Expiry Date:**

3. **Cost Limit:**

4. **The Enhanced Service:**

The Corporation shall arrange for the provision of the following enhancement to the Service:

Describe service enhancement.

5. **This Schedule includes the following:**

Schedule 1A - Route Description for Route Number xx

SCHEDULE 2

Part 1 – Funding Summary

	Year (£)	1 Year (£)	2 Year (£)	3 Year (£)	4 Year (£)	5 Year (£)	Total over 5 Years (£)
Route							
Costs							
Revenue							
Total		Net					
Deficit							

The costs detailed above represent the costs to be incurred by the Corporation in relation to providing the Enhanced Service. The revenue figures are based on the estimated growth to be generated over the five year term of the Agreement. These figures are described in more detail in the attached Appendix A.

Part 2 – Payment Schedule

The corporation shall invoice the Sponsor on an annual basis, four months after the Commencement Date of the Agreement and the Sponsor shall effect payment within 28 days of receipt of the Corporation's invoice.

Payment	Amount to be invoiced	Invoiced to be raised on	Invoice to be Paid by
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Total			

SCHEDULE 3

SPONSOR CONFIDENTIAL INFORMATION

NONE

APPENDIX 11

Extracts from Appendix 3 to the Elephant and Castle Supplementary Planning Document and Opportunity Area Planning Framework dated March 2012

Appendix 3: Strategic transport infrastructure

Table A3.1 provides a description of the strategic transport infrastructure required in the opportunity area to mitigate the impact of development. The strategic transport tariff referred to in SPD 20 will help fund these works.

Table A3.1: Strategic transport infrastructure

Transport Infrastructure	Strategic Need	Description	Indicative Cost*
Northern Line Ticket Hall (NLTH)	<p>To mitigate the cumulative impact of new development and background growth on the NLTH</p> <p>To ensure a 'fit for purpose' station</p>	<p>Enlarge the NLTH</p> <p>Increased vertical capacity from ticket hall to platform level</p> <p>Preferred design solution includes 3 escalators, however provision of 3 additional lifts would be sufficient to mitigate impacts of the growth currently anticipated.</p> <p>Integration with the E&C shopping centre</p>	<p>£139m for escalators</p> <p>£96m for provision of additional lifts</p>
Northern Roundabout	<p>To enhance the urban realm and deliver a step change in the pedestrian environment</p> <p>To improve the public transport interchange both in the short and longer term</p> <p>To improve cycle facilities and enhance cycle safety</p>	<p>Replacement of the existing sub-ways with at grade crossings</p> <p>Improved pedestrian and cycle linkages within and through the area</p> <p>Step change in the quality of the public realm and environment throughout the area</p> <p>Designed to work with recent improvements at the southern junction</p>	<p>£10m</p>

*Costs are at today's prices and include 40% risk and contingency which is appropriate at this stage of the design. They exclude potential financing costs, land requirements and wider surface works that may be required. More accurate costs will be obtained with further refinement of scope and specifications as design work progresses.

APPENDIX 12

Off Site Tree Delivery Requirements

		2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	Total
Street Trees min 20-24 cm Girth	106	107	107	107	107	106	640	
Park/Woodland 40 - 45cm Girth	94	93	93	93	93	94	560	
TOTAL	200	200	200	200	200	200	1200	

This table shall be varied from time to time in accordance with **paragraph 31 of Schedule 3**