

DATED 4 June 2020

**GREATER LONDON AUTHORITY (1)**

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF SOUTHWARK (2)**

**AND**

**SOUTHWARK GP NOMINEE 1 LIMITED AND  
SOUTHWARK GP NOMINEE 2 LIMITED (3)**

---

**DEED OF PLANNING OBLIGATION  
made pursuant to section 106 of the  
Town and Country Planning Act 1990  
and all enabling powers**

**relating to the development of land at  
the former Peek Frean Biscuit Factory  
and Bermondsey Campus sites  
within the London Borough of Southwark**

---



## CONTENTS

Clause	Heading	Page
1	INTERPRETATION .....	4
2	STATUTORY AUTHORITY AND ENFORCEABILITY .....	74
3	EFFECT AND CONDITIONALITY OF THIS DEED .....	75
4	THE OWNER'S COVENANTS AND OBLIGATIONS .....	75
5	THE COUNCIL'S COVENANTS .....	76
6	THE GLA'S COVENANTS.....	76
7	EXCLUSIONS .....	76
8	DETERMINATION OF THE PLANNING PERMISSION .....	82
9	APPROVALS.....	83
10	VERIFICATION AND ENFORCEMENT.....	84
11	DISPUTE PROVISIONS .....	84
12	SECTION 73 OF THE 1990 ACT .....	85
13	POWERS OF THE GLA AND THE COUNCIL .....	86
14	WAIVER .....	86
15	SEVERABILITY .....	86
16	SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED.....	87
17	NOTICES.....	87
18	CAPACITY AND CHANGE OF OWNERSHIP .....	88
19	INTEREST ON LATE PAYMENT .....	89
20	INDEXATION.....	89
21	VAT.....	89
22	PAYMENT OF CONTRIBUTIONS AND MONITORING FEES AND NOTIFICATIONS	89
23	THIRD PARTY RIGHTS.....	91
24	REGISTRATION OF THIS DEED .....	91
25	JURISDICTION .....	93
26	COUNTERPARTS.....	93
SCHEDULE 1 PLANS .....		94
SCHEDULE 2 DRAFT PLANNING PERMISSION .....		95
SCHEDULE 3 BUILD TO RENT PROVISION AND COVENANT .....		96
SCHEDULE 4 AFFORDABLE HOUSING AND VIABILITY REVIEW.....		101
SCHEDULE 5 HIGHWAYS AND TRANSPORT .....		123

SCHEDULE 6 ENERGY STRATEGY AND DISTRICT CHP .....	132
SCHEDULE 7 EMPLOYMENT .....	135
SCHEDULE 8 PUBLIC REALM, PUBLIC ROUTES AND COMMUNITY USE .....	141
SCHEDULE 9 SCHOOL .....	154
SCHEDULE 10 BLUE SHOPPING CENTRE STEERING GROUP .....	157
SCHEDULE 11 AFFORDABLE WORKSPACE .....	159
SCHEDULE 12 WHEELCHAIR RESIDENTIAL UNITS .....	162
SCHEDULE 13 COUNCIL'S OBLIGATIONS .....	164
APPENDIX 1 TEMPLATE NOMINATIONS AGREEMENT .....	169
APPENDIX 2 DESCRIPTION OF HIGHWAY WORKS .....	195
APPENDIX 3 HEADS OF TERMS FOR TFL CYCLE DOCKING STATION LEASE .....	199
APPENDIX 4 AFFORDABLE WORKSPACE SPECIFICATION .....	205

THIS DEED is made the 4<sup>th</sup> day of June 2020

**BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, More London, London SE1 2AA (the "GLA");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ (the "Council"); and
- (3) **SOUTHWARK GP NOMINEE 1 LIMITED** (Company Registration Number 08629444) and **SOUTHWARK GP NOMINEE 2 Limited** (Company Registration Number 08629445) and whose registered office is at 70 Grosvenor Street, London, W1K 3JP (together known as the "Owner").

**RECITALS:**

- (A) On 23 October 2017 the Application was submitted to the Council for the Planning Permission to carry out the Development. The Application was revised on 4 June 2018.
- (B) The Council resolved at a meeting of its Planning Committee held on 6 February 2019 that it was minded to refuse the grant of Planning Permission for the Development.
- (C) On 7 May 2019 the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act that he would act as the local planning authority for the purposes of determining the Application.
- (D) The Application was further revised on 19 September 2019.
- (E) At a representation hearing held on 21 February 2020, the Deputy Mayor for Planning, Regeneration and Skills acting on behalf of the Mayor of London resolved to approve the Application and grant the Planning Permission subject to imposing conditions and prior completion of this Deed to secure the planning obligations mentioned herein.
- (F) The GLA is a body established by the Greater London Authority Act 1999 and is entering



into this Deed on behalf of the Mayor of London.

- (G) The GLA considers it expedient in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.
- (H) The Council remains the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and both the Council and the GLA are empowered to discharge and enforce the obligations in this Deed. The Council is also the local highway authority in respect of the highways surrounding the Land.
- (I) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E of the 1990 Act.
- (J) The Owner is the freehold owner of the Land registered at HM Land Registry under freehold title numbers LN116402, LN191748, SGL224052, TGL115496, TGL398911, TGL407672, TGL418086, TGL441671, and TGL442313.
- (K) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (L) The Parties have therefore agreed to enter into this Deed to secure the planning obligations in this Deed with the intention that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming title through or under them unless as otherwise specified in this Deed.

**NOW THIS DEED WITNESSES** as follows:

**1 INTERPRETATION**

- 1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

<b>1980 Act</b>	the Highways Act 1980;
<b>1990 Act</b>	the Town and Country Planning Act 1990;
<b>Administration Cost</b>	the sum of £27,782 (twenty seven thousand seven hundred and eighty-two pounds) Index Linked to be paid by the Owner to the Council for the reasonable costs incurred by the Council in administering this Deed including maintenance of financial records, monitoring progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms;
<b>Affordable Housing</b>	housing comprising Intermediate DMR Housing and Social Rent Equivalent Housing provided to eligible renters whose needs are not met by the market and which housing should (a) meet the needs of eligible renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable rent for future eligible renters;
<b>Affordable Housing Agreed Mix</b>	the agreed mix for the Affordable Housing Units at Annex 2 to schedule 4;
<b>Affordable Housing Monitoring Fee</b>	the sum of £63,792.70 (sixty three thousand seven hundred and ninety two pounds and seventy pence) Index Linked to be paid by the Owner to the Council in accordance with clause 22.3 and applied by the Council towards its reasonable costs incurred by the Council in monitoring compliance with the requirements of schedule 3 and schedule 4;

**Affordable Housing Provider**

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) in respect of the Intermediate DMR Housing Units, Grosvenor Group; or
- (c) any other body approved by the Council;

**Affordable Housing Units**

the Residential Units to be provided as Affordable Housing comprising 35 per cent (by Habitable Rooms) of the Residential Units that will be:

- (a) provided in accordance with the Affordable Housing Agreed Mix;
- (b) located in the Buildings shown on Plan 11; and
- (c) in the case of those Buildings for which outline planning permission has been sought, provided in accordance with the relevant Reserved Matters Approvals PROVIDED THAT where the Reserved Matters Approvals result in a different Agreed Housing Mix for the outline element such variations to the Affordable Housing Agreed Mix for Phase 3 as is necessary to ensure the Affordable Housing continues to comprise 35 per cent (by Habitable Room) of the Residential Units;

**Affordable Workspace**

the 841 sqm (GEA) of flexible Class B1 Commercial Floorspace within Building BC-1234, Building BF-DE and Building BF-W (unless otherwise agreed in writing) which is

to be provided by the Owner;

**Affordable Workspace Lease**

a lease tenancy, licence or letting agreement of the Affordable Workspace or any part thereof to be entered into between the Owner and either (1) an Affordable Workspace Provider or (2) an Eligible Affordable Workspace Tenant (where the Owner or any undertaking within the Grosvenor Group is to be the Affordable Workspace Provider) which is in accordance with the following heads of terms:

In the case of a lease tenancy, licence or letting agreement between the Owner and an Affordable Workspace Provider (i.e. where the Owner or any undertaking within the Grosvenor Group is not acting as the Affordable Workspace Provider):

- (a) does not require the payment by the Affordable Workspace Provider of a premium or rent greater than £13 per square foot per annum inclusive of service charge (Index Linked from the date of this Deed until the date of first letting and any subsequent lettings);
- (b) from first letting, rent reviews shall be upwards only and annual rent increases shall not exceed CPI + 1%;
- (c) restricts the permitted use by the Affordable Workspace Provider and any tenant or occupier to a use within Class B1 of the Use Classes Order;
- (d) requires that each lease, tenancy, licence or letting agreement of the Affordable Workspace or any part shall:



(A) include mutual break clauses;

(B) be contracted out of the Landlord and Tenant Act 1954; and

(C) restrict the tenant being permitted to assign;

In the case of a lease tenancy, licence or letting agreement between the Owner (where it or any undertaking within the Grosvenor Group is acting as the Affordable Workspace Provider) and an Eligible Affordable Workspace Tenant:

(a) imposes a restriction on charging rents to Eligible Affordable Workspace Tenants that are more than £13 per square foot inclusive of service charge (Index Linked from the date of this Deed until the date of first letting and any subsequent lettings);

(b) from first letting, rent reviews shall be upwards only and annual rent increases shall not exceed CPI + 1%;

(c) restricts the permitted use to a use within Class B1 of the Use Classes Order;

(d) includes mutual break clauses;

(e) is contracted out of the Landlord and Tenant Act 1954; and

(f) restricts the tenant being permitted to assign;

**Affordable Workspace  
Management Plan**

a plan to be submitted by the Owner to the Council for its approval in writing and which may be prepared in consultation with any Affordable Workspace Provider



setting out the operational requirements of the Affordable Workspace in any relevant Building which shall include (without limitation):

- (a) the hours of use;
- (b) the items which shall be the subject of the service charge to be apportioned on a reasonable and equitable basis to the tenants of the Affordable Workspace and the basis upon which the apportionment is calculated;
- (c) the number of cycle storage spaces to be allocated to the tenants of the Affordable Workspace;
- (d) details of the loading and unloading facilities to be provided for the tenants or occupiers of the Affordable Workspace;
- (e) how prospective tenants or occupiers will be assessed as being in need of an Affordable Workspace Unit and the criteria to be applied and how prospective tenants or occupiers will otherwise be assessed to ensure that they meet the definition of an Eligible Affordable Workspace Tenant;
- (f) such other matters as the Council and the Owner may agree should be included in the management plan; and
- (g) voids and rolling temporary lettings by the Owner;

**Affordable Workspace  
Marketing Strategy**

a strategy to be submitted by the Owner to the Council for its approval in writing and which may be prepared in consultation with any Affordable Workspace Provider and includes (without limitation):

- (a) a range of methodologies for promoting the availability of the Affordable Workspace to Eligible Affordable Workspace Tenants including site notices, website publications, adverts, the use of marketing and estate agencies and targeted mail and which specifically sets out the specification of the Affordable Workspace available and the proposed heads of terms of the lease between the Affordable Workspace Provider and Eligible Affordable Workspace Tenants which shall be consistent with the definition of Affordable Workspace Lease in this Deed;
- (b) on first lettings and subsequent lettings where a tenant intends to vacate, a priority period of not less than 3 months during which the Affordable Workspace shall be marketed exclusively to Eligible Affordable Workspace Tenants operating in creative industries or the cultural sector and a methodology for how such Eligible Affordable Workspace Tenants will be targeted within the priority period;
- (c) a process for reporting and evidencing the marketing of the Affordable Workspace in accordance with the Affordable Workspace Marketing Strategy;

**Affordable Workspace Provider**

a company or organisation which is on the Council's list of approved affordable workspace providers or any other entity with experience of providing affordable workspace as may be nominated by the Owner for approval by the

Council which may include the Owner or any undertaking within the Grosvenor Group;

**Affordable Workspace Specification** the specification attached to this Deed at Appendix 4 as may be amended from time to time;

**Affordable Workspace Unit** any individual unit of Affordable Workspace;

**Agreed Carbon Targets** the target net regulated carbon dioxide emissions for residential and non-residential uses in the Development (equivalent to a 35% reduction in carbon dioxide emissions over the baseline set out in Part L of schedule 1 of the Building Regulations 2010 (as amended) and Approved Document L1A (2013 edition with 2016 amendments) as set out within the Application Stage Energy Assessment;

**Alternative Energy Strategy** an energy strategy which is different to the Application Stage Energy Assessment and which in the circumstances described in paragraph 2.2 of schedule 6 is to be submitted by the Owner to the Council for its approval in writing setting out the strategy for sustainability for the applicable Phase of the Development and which shall include but not be limited to:-

- (a) details of the solutions and related infrastructure and design changes necessary to meet the Agreed Carbon Targets within the relevant Phase of the Development or where the Council has agreed otherwise the payment of a contribution in lieu;
- (b) details of how the progress towards the attainment of the Agreed Carbon Targets will be reported to the Council;

<b>Application</b>	the application for planning permission to carry out the Development on the Land validated by the Council on 24 October 2017 and given Southwark reference 17/AP/4088 and GLA reference 3776a (and subsequently amended on 4 June 2018 and 19 September 2019);
<b>Application Stage Energy Assessment</b>	the Energy Assessment dated October 2017 prepared by Arup and submitted with the Application as updated by Arup's Energy Assessment Addendum dated September 2019;
<b>Application Stage Viability Appraisal</b>	the financial viability appraisal prepared by Quod in relation to the Application and assessed by the GLA and entitled "Bermondsey Project 2019 Amended Proposed Development Breakeven No School Amended Affordability, Affordable WS" and dated 11 February 2020;
<b>Apprenticeships</b>	apprenticeships operating under an apprenticeship agreement to be provided on the Land during the period of construction of the Development;
<b>Approval</b>	any written request submitted by or on behalf of the Owner to the Council (or the GLA if appropriate) seeking confirmation and/or consent that information submitted to assist with the discharge of an obligation contained within this Deed is satisfactory;
<b>Average Intermediate DMR Housing Value<sup>1</sup></b>	the average value per square metre of the total floorspace of the Intermediate DMR Housing Units on the Land at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review Estimated

---

<sup>1</sup> This is C in Formula 6.

NDV or Late Stage Review Estimated NDV (as applicable) to be assessed by the Council and the Owner;

**Average London Living Rent Level Housing Value<sup>2</sup>** the average value per square metre of London Living Rent Level Housing if provided on the Land at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review Estimated NDV or Late Stage Review Estimated NDV (as applicable) to be assessed by the Council and the Owner;

**Average Social Rent Equivalent Housing Value<sup>3</sup>** the average value per square metre of the total floorspace of the Social Rent Equivalent Housing Units on the Land at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review Estimated NDV or Late Stage Review Estimated NDV (as applicable) to be assessed by the Council and the Owner;

**BCIS** the BCIS General Building Cost index published by the Royal Institution of Chartered Surveyors (RICS) or, if such index is no longer maintained such replacement or alternative index as the Owner and the Council may be agree in writing;

**Bede House Association** the Bede House Association (company number 00420386, registered charity number 303199) of 351 Southwark Park Road Bermondsey, London SE16 2JW;

**BF-RST Courtyard** the courtyard within Building BF-RS&T which is Public Realm and which is shown labelled "BF-RST Courtyard" on

---

<sup>2</sup> This is E in Formula 6

<sup>3</sup> This is B in Formula 6.



	the Plan 6;
<b>BID Second Term</b>	the second term of the Blue Bermondsey BID being the period 1 October 2019 to 24 March 2024 (inclusive);
<b>BIDCo</b>	The Blue Bermondsey BID Company Limited (company number 09237633) of 240 Southwark Park Road London SE16 3RN which is an independent not-for-profit company limited by guarantee funded by a levy payable by businesses within the Blue Bermondsey BID and which works to contribute towards improving the local trading environment within the Blue Bermondsey BID;
<b>Blue Badge</b>	a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
<b>Blue Bermondsey BID</b>	The Blue Bermondsey Business Improvement District;
<b>Borough</b>	the London Borough of Southwark;
<b>Breakeven Build Costs<sup>4</sup></b>	£565,177,681 (five hundred and sixty five million one hundred and seventy seven thousand six hundred and eighty one pounds) being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development excluding the cost of loose furniture and fixtures fittings and equipment (excluding the School) at which there would be no deficit assuming that the benchmark value is the existing use value of the Land as established by the Application Stage Viability Appraisal and deducting half of the additional

---

<sup>4</sup> This is "D" in Formula 5 for the early stage review and if the late stage review is the first review triggered "D" for the late stage review.

value required to reach breakeven from the build cost;

**Breakeven NDV**

£921,016,418 (nine hundred and twenty one million sixteen thousand four hundred and eighteen pounds) being the estimated net development value of the Development (excluding the School) at which there would be no deficit assuming that the benchmark value is the existing use value of the Land as established by the Application Stage Viability Appraisal and adding half of the additional value required to reach breakeven to the NDV;

**Build Costs**

the build costs comprising construction of the Development (including enabling works and demolition costs) supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent;
- (d) any increased CIL Charge and increased financial payments pursuant to the terms of the Deed not accounted for in the Application Stage Viability Appraisal;

but for the avoidance of doubt build costs exclude:

- (A) professional, finance, legal and marketing costs;

(B) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;

(C) any costs arising from Fraudulent Transactions; and

(D) any loose furniture and fixtures fittings and equipment;

**Building** a building or buildings to be constructed as part of the Development with all such buildings shown indicatively on Plan 2 and a reference to any "Building" is to the "Building" shown edged and labelled accordingly on that plan;

**Bus Service Capacity Contribution** the sum of £300,000 (three hundred thousand pounds) Index Linked to be paid by the Owner to the Council on condition that it is paid to TfL in accordance with paragraph 6 of schedule 5 and applied by TfL towards the provision of additional bus services that serve the Development;

**Buyer** the GLA or the Council, whichever is first to serve an Intention Notice on the Chargee pursuant to clause 7.2 or that Party's nominated substitute Affordable Housing Provider;

**Car Club** a membership club which makes cars available for hire to members and which is operated by a Car Club Operator;

**Car Club Operator** a car club operator as shall be appointed from time-to-time and which shall be a member of the trade organisation Carplus or equivalent body;

**Car Club Scheme**

a scheme for a Car Club to be submitted by the Owner to the Council for approval in writing and which shall include but not be limited to:

- (a) location of Car Club Spaces and the relevant Phase for delivery with at least one Car Club Space in Phase 1;
- (b) reservation of the Car Club Spaces for sole use by the Car Club subject to demand from time to time and while a contract with a Car Club Operator subsists;
- (c) a strategy to promote the use of the Car Club to Occupiers of Residential Units;
- (d) the proposed agreement with the Car Club Operator including any financial arrangements for the provision of membership of the Car Club to Occupiers of Residential Units in accordance with paragraph 3.4 of schedule 5;

**Car Club Spaces**

4 (four) car parking spaces provided on the Land in accordance with paragraph 3 of schedule 5 and which shall be reserved for the sole use of the Car Club in accordance with the Car Club Scheme;

**Carbon Offset Contribution**

a sum to mitigate the shortfall between the Agreed Carbon Targets and the reduction to regulated residential and non-residential carbon dioxide emissions predicted in the Application Stage Energy Assessment and which is to be calculated and paid by the Owner to the Council on a phased basis in accordance with paragraph 3 of schedule 6 and applied by the Council towards carbon mitigation measures within the Borough including but not limited to

the installation of photovoltaic panels to existing buildings, insulation, tree planting, LED light bulb exchanges, homeowner grants to replace boilers and relevant community projects aimed at off-setting carbon emissions and where each Phase of the Development connects to the District CHP the maximum sum payable shall be £1,137,000 (one million one hundred and thirty seven thousand pounds) in total for the entire Development;

**Carplus**

the company registered in the United Kingdom known as "Carplus" (or its successor or equivalent organisation) which supports the development of car clubs and ride-sharing schemes in the UK and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support;

**Challenge Period**

a period of seven weeks from the date upon which the decision notice granting the Planning Permission is issued to the Owner;

**Challenge Proceedings**

proceedings under Part 54 of the Civil Procedure Rules 1998 for judicial review (including an application for permission to seek judicial review) in respect of the grant by the GLA of the Planning Permission including any appeals to a higher court following a judgment of a lower court;

**Charge**

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

**Chargee**

any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of



them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

**CIL**

any community infrastructure levy payable under the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 or any similar levy, supplement, tariff, charge, payment or tax, proposed or implemented, amending or replacing it;

**Clawback Amount**

a sum of money (A) to be paid prior to a Clawback Disposal and to be determined by the Council under paragraphs 2.3 to 2.6 of schedule 3 using the following formula PROVIDED THAT if the sum of A and all other Clawback Amounts previously paid in respect of any previous Clawback Disposal(s) exceeds the Clawback Cap then A shall be deemed to be equal to the difference between the Clawback Cap and the total of the other Clawback Amounts previously paid in respect of any previous Clawback Disposal(s):

$$A=B-C$$

where:

B is the value of the Market Housing Units in the relevant Building containing the Market Housing Units which are subject to the relevant Clawback Disposal to be valued on the assumption that such units are to be sold on the open market free of the restrictions in schedule 3 (including the restriction that they can only be used as rental

accommodation) and based on the consideration to be paid under that Clawback Disposal for each Market Housing Unit which is intended to be Disposed; and

C is the applicable value of the Market Housing Units in the relevant Building containing the Market Housing Units which are subject to the relevant Clawback Disposal as set out in the Application Stage Viability Appraisal being:

Building	Net realisation
BF: Building BF-F	£ 103,939,276
BF: Building BF-Q	£ 36,211,000
BF: Buildings BF-RS&T	£ 298,859,772
BC: Building BC-1234	£ 59,761,963
BF: Building BF-D&E	£ 104,675,669

as adjusted:

- (a) within the first five years from the date of this Deed by the percentage increase in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function) from the date of this Deed and the date at which any Clawback Amount is calculated; and

(b) after 5 years from the date of this Deed the higher of:

(A) the base values used to calculate the above values (as adjusted by the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function) from the date of this Deed and the date at which any Clawback Amount is calculated); and

(B) the value of the whole Building in rented tenure based on actual rents for all Residential Units (excluding any charges associated with optional services provided at cost) in the relevant Building and assuming that the Residential Units bear a fixed rental yield of 3.5 per cent net and the operational costs of providing, letting, operating, managing, servicing and/or maintaining the Residential Units is fixed at 25 per cent) and where not all Residential Units are let this should be based on the actual rental values of at least 10 Market Housing Units in the case of Building BF-Q and otherwise at least 20 Market Housing Units in the relevant Building to be assessed by the Council assuming:

(a) a willing seller and a willing buyer;

(b) that, prior to the date of valuation, there has been a

reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market);

- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest (excluding a Grosvenor Group company where there is evidence that consideration is at Market Value);
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

**Clawback Cap**

£43,696,715 (forty-three million six hundred and ninety six thousand seven hundred and fifteen pounds) as adjusted by the average of (i) the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function) and (ii) the Housing Price Index for the Council's administrative area from the date of this Deed to the date at which any Clawback Amount is calculated;

**Clawback Disposal**

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

- (a) a letting of a Market Housing Unit in accordance with the Approved Residential Management Plan; or
- (b) a Disposal of the entirety of the Residential Units to a single purchaser; or
- (c) a Disposal of an entire Building to a single purchaser;

or

- (d) a Disposal to a company wholly owned or controlled by the Grosvenor Group;

PROVIDED THAT in the case of (b) (c) and (d) the relevant Market Housing Units are to remain in rented tenure in accordance with the Approved Residential Management Plan;

**Combined Employment Target**

a combined total of 539 jobs to be secured by the Development comprising 407 (with a minimum of 204) jobs associated with the construction phase of the Development and 132 (plus the Permitted Rollover) jobs created for End of Use of the Development;

**Commencement of Development**

the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Land other than (for the purposes of this Deed and for no other purpose) operations consisting of site survey, site clearance, demolition and strip out works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial or remediation work in respect of any contamination or other adverse ground conditions, diversion and laying or removal of services, erection of any temporary means of enclosure including fences and hoardings, temporary site accommodation, the temporary display of site notices or advertisements and the installation of an electricity substation on the School Site shall not be taken to be a material operation for the purposes of this Deed and "**Commence Development**", "**Commencement**", "**Commenced**" and "**Commences**"



shall be construed accordingly;

**Commercial Floorspace**

the parts of the Development which will be used for commercial purposes and excluding any Residential Units and the School;

**Component**

a part of the Development including but not limited to:

- (a) Market Housing Units;
- (b) Affordable Housing Units;
- (c) Enhanced Affordable Housing Units;
- (d) commercial units;
- (e) any other floorspace;
- (f) property; and
- (g) land

but excluding the School;

**Construction Environmental Management Plans**

the demolition and construction environmental management plans to be submitted by the Owner in accordance with condition 8 of the Planning Permission;

**Construction Environmental Management Plans Monitoring Fee**

the sum of £61,920 (sixty-one thousand nine hundred and twenty pounds) Index Linked to be paid by the Owner to the Council in accordance with clause 22.2 and applied by the Council towards the cost of monitoring the Construction

	Environmental Management Plans;
<b>Construction Industry Employment and Training Contribution</b>	the Index Linked sum as calculated in accordance with the formula in paragraph 1.7 of schedule 7 to be paid to the Council to be applied towards employment and/or training initiatives for Unemployed Southwark Residents;
<b>Construction Industry Employment and Training Report</b>	a quarterly report to the Council about the work of the Workplace Co-ordinator including, but not limited to, information about progress toward achievement of the targets outlined in paragraph 1.4 of schedule 7 such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;
<b>Construction Period</b>	the period of construction for a Phase from Commencement until Practical Completion;
<b>Converted SRE Units</b>	the Intermediate DMR Housing Units to be converted to Social Rent Equivalent Housing pursuant to an Enhanced Affordable Housing Scheme approved under paragraph 6.4, 6.5, 10.5 or 10.6 of schedule 4;
<b>Conveyancer</b>	an authorised person within the meaning of section 18 of the Legal Services Act 2007 who is entitled to provide the conveyancing services referred to in paragraphs 5(1)(a) and (b) of Schedule 2 to that Act, or a person carrying out those activities in the course of their duties as a public officer but, for the purposes of this Deed, shall be a solicitor holding a practicing certificate and who is regulated by the Solicitors Regulation Authority;
<b>Covenant Period</b>	20 years from the later of (i) the Occupation Date of the first Market Housing Unit for the relevant Building(s), and (ii) the

date on which the whole of the relevant Building(s) is Practically Complete and available for Occupation;

**CPI** the Consumer Prices Index published monthly by the Office for National Statistics or, if such index is no longer maintained such replacement or alternative index as the Owner and the Council may be agree in writing;

**CPZ** an area where the Council has introduced restrictions on parking on the highway during certain times of the day or week for non-permit holders

**CPZ Extension Area** the roads shaded green on Plan 10 and which are located within 200 metres of the Land (as shown indicatively edged blue on Plan 10)

**CPZ Review** a review of the CPZ carried out by the Council with a view to extending the CPZ to include the CPZ Extension Area and/or changing the hours of operation of the CPZ in order to alleviate and prevent parking stress caused directly by the Development;

**Cultural Strategy** a strategy as may be revised from time to time that sets out how cultural-related activities (including a rolling programme of publicly accessible cultural-related events) may be undertaken or facilitated across the Development (including part of the ground floor of Building BF-F) such strategy to include:

- (a) the proposed number of events;
- (b) the nature and timing of each event and whether they are free to access or ticketed and where ticketed the

indicative cost of a ticket;

- (c) the proposed publicity arrangements for the events

but it is acknowledged that such strategy can only set out an indicative programme of cultural-related activities and events such programme being subject to change over any given year, demand and availability of facilities

**Date of Deemed Service**

in each instance where a Chargee has served a Default Notice under clause 7.2(a), the later of the following two dates:

- (a) the following date in respect of service on the Council:

(A) in the case of service by delivery by hand of the Default Notice to the Council's offices at 160 Tooley Street London SE1 2TZ between 09:00 and 17:00 on a Working Day, the date on which the Default Notice is so delivered;

(B) in the case of service using first class registered post to the Council's offices at 160 Tooley Street London SE1 2TZ between 09:00 and 17:00, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);  
and

(b) the following date in respect of the GLA:

(A) in the case of service by delivery by hand of the Default Notice to both the GLA's offices at City Hall, The Queen's Walk, London SE1 2AA (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 09:00 and 17:00 on a Working Day, the first date on which the Default Notice has been delivered to both offices;

(B) in the case of service using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London SE1 2AA (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning) between 09:00 and 17:00, the second Working Day after the date on which the Default Notice is posted to both offices (by being placed in a post box or being collected or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to both offices (by Royal Mail proof of delivery or otherwise);

**Default Notice**

a notice in writing served on the GLA and the Council by the Chargee under clause 7.2(a) of this Deed of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;



<b>Delivery and Service Baseline Figure</b>	not more than 415 (four hundred and fifteen) Delivery and Service Motorised Vehicles per day;
<b>Delivery and Service Cash Deposit</b>	the sum of £69,124 (sixty-nine thousand one hundred and twenty-four pounds) Index Linked to be paid by the Owner to the Council to secure compliance with the Delivery and Service Plan and if retained by the Council pursuant to paragraph 8.5 of schedule 5 to be applied by the Council towards public realm improvements, highway infrastructure and/or measures to reduce air pollution within the ward of the Development;
<b>Delivery and Service Monitoring Fee</b>	the sum of £1,600 (one thousand six hundred pounds) Index Linked to be paid in accordance with paragraph 8.4 of schedule 5 and to be applied by the Council towards monitoring the terms of the Delivery and Service Plan and administering the Delivery and Service Cash Deposit;
<b>Delivery and Service Monitoring Plan</b>	<p>a delivery and service monitoring plan to be submitted by the Owner to the Council for its approval in writing in accordance with condition 45 of the Planning Permission and which sets out a method for monitoring and recording the number of Delivery and Service Motorised Vehicles visiting the Development during the Delivery and Service Monitoring Plan Period and which includes but shall not be limited to:</p> <ul style="list-style-type: none"> <li>(a) the name, address, email address and telephone number of the person the Owner has appointed to monitor the number of Delivery and Service Motorised Vehicles visiting the Development;</li> <li>(b) the format and layout of the log book to be used to record the number of Delivery and Service Motorised</li> </ul>

Vehicles visiting the Development on a daily basis;  
and

- (c) the methodology to be used to track, monitor and record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis.

**Delivery and Service Monitoring Plan Period** a period of 2 years commencing from 75% Occupation of the Residential Units during which the Owner shall implement the Delivery and Service Monitoring Plan;

**Delivery and Service Motorised Vehicles** a motorised vehicle making a delivery to or servicing the Development or any part of the Development from either within the Development boundary or otherwise including private deliveries to individual Residential Units;

**Delivery and Service Plan** the Delivery and Service sections within the Transport Assessment prepared by WSP submitted as part of the Application in October 2017 (as updated in 2018) and as supplemented by the Transport Assessment Addendum prepared by WSP submitted in September 2019;

**Development** (a) demolition, alterations and extension of existing buildings and erection of new buildings comprising a mixed use scheme providing up to 1,418 residential units, up to 3,436 sqm GEA of flexible Class A1/A3/A4 floorspace, up to 14,666 sqm GEA of flexible Class B1 floorspace, up to 869 sqm GEA of flexible Class D1/D2 floorspace, up to 3,311 sqm GEA of multi-use floorspace (A1/A3/A4/D1) and a new secondary school, in buildings ranging from 5 to 35 storeys in height as well as the creation of a single storey basement. The development also includes communal amenity space, landscaping, children's playspace, car

and cycle parking, installation of plant and new pedestrian, vehicular and servicing routes; and

- (b) (in outline, with all matters reserved) the part demolition and part retention of existing buildings and erection of two new buildings comprising a mixed use scheme providing up to 130 residential units and up to 780 sqm GEA of flexible Class A1/A3/A4/D1/Sui Generis Uses and other associated works

pursuant to the Planning Permission;

**Development Viability  
Information**

- (a) in respect of Formula 5:

- (A) Early Stage Review Estimated NDV or Late Stage Review Estimated NDV (as appropriate); and

- (B) Early Stage Review Estimated Build Costs or Late Stage Review Estimated Build Costs (as appropriate);

- (b) in respect of Formula 6:

- (A) Average Intermediate DMR Housing Value; and

- (B) Average Social Rent Equivalent Housing Value;

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

- Disposal**
- (a) the Sale of a Component(s) of the Development;
  - (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or
  - (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly

**District CHP** the existing South East London Combined Heat and Power network known as SELCHP;

**Early Stage Review Date** the date of the submission of the Development Viability Information and other information pursuant to paragraph 5 of schedule 4;

**Early Stage Review Estimated Build Costs<sup>5</sup>** the sum of:

- (a) the estimated Build Costs remaining to be incurred (which shall include a contingency allowance not exceeding 5% of the estimated Build Costs); and
- (b) the Build Costs actually incurred (which shall exclude any contingency allowance);

at the Early Stage Review Date;

---

<sup>5</sup> This is C in Formula 5 for the early stage review.

**Early Stage Review Estimated  
NDV<sup>6</sup>**

the sum of:

- (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and
- (b) all Public Subsidy and any Development-related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);

**Eligible Affordable Workspace  
Tenant**

sole traders or small and start up organisations for uses falling within Class B1 of the Use Classes Order in need of an Affordable Workspace Unit with priority to be given to residents of the Borough or organisations primarily located within or seeking to relocate to the Borough;

**Eligible Renter**

a person or persons without sufficient combined current savings to purchase a home in the local area and:

- (a) whose Household Income at the date of that tenant's or tenants' first rental of the relevant Intermediate DMR Housing Unit does not exceed the relevant upper limit specified in the definition of Intermediate DMR Housing; and
- (b) who is on the Intermediate Housing List (only if an Intermediate Housing List exists at the date of that tenant's or tenants' first rental of the relevant Intermediate DMR Housing Unit); and

---

<sup>6</sup> This is A in Formula 5 for the early stage review.



- (c) who will have an automatic right to renew their rental of the relevant Intermediate DMR Housing Unit (subject to not being in breach of any terms of the tenancy agreement);

**Employment and Skills  
Methodology**

a methodology:

- (a) to secure the appointment of a Workplace Co-ordinator and which specifies the responsibilities of the post as outlined in paragraph 1.2(b) of schedule 7 and the method by which the key outputs of the post will be achieved with the ultimate objective of achieving the Combined Employment Target; and
- (b) which will be updated to include the matters outlined in paragraph 2.2 of schedule 7 so that it shall operate during the End Use Employment and Skills Methodology Period to secure Sustained Employment for 132 (plus the Permitted Rollover) Unemployed Southwark Residents in the End Use of the Development

**Employment in the End Use  
Contribution**

the Index Linked sum as calculated in accordance with the formula in paragraph 2.7 of schedule 7 (up to a maximum of £1,440,500) to be paid to the Council to be applied towards employment initiatives for Unemployed Southwark Residents;

**End Use Employment and Skills  
Methodology Period**

the period beginning on the date of Practical Completion of the Development and ending on the earlier of:

- (a) the date on which the Owner is satisfied that it has

met its Combined Employment Target; and

- (b) 24 months following Practical Completion of the Development;

**End Use Employment and Skills Report** a quarterly report to the Council about the implementation of the Employment and Skills Methodology including, but not limited to, information about progress toward achievement of the target outlined in paragraph 2 of schedule 7 such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;

**End Use of the Development** the use or uses of the Development as authorised by the Planning Permission following first Occupation;

**Energy Assessment Update** a written update to the Application Stage Energy Assessment which:

- (a) recalculates the total of residential and non-residential regulated carbon dioxide emissions for any given Phase of the Development (as measured to the nearest tonne of carbon dioxide and multiplied by the sum of £60 (sixty pounds) per tonne) and any shortfall against the Agreed Carbon Targets;
- (b) takes into account any improvement to the regulated carbon dioxide emissions reductions predicted in the Application Stage Energy Assessment and any energy efficiency measures that may result from the detailed design of the relevant Phase of the Development; and

- (c) calculates the amount of the Carbon Offset Contribution payable in respect of the relevant Phase;

**Enhanced Affordable Housing Scheme**

a scheme or schemes to be prepared by the Owner and submitted to the Council in accordance with schedule 4 which:

- (a) confirms which Intermediate DMR Housing Units (if any) are to be converted to Converted SRE Units and/or London Living Rent Level Housing Units;
- (b) contains 1:50 plans showing the location, size and internal layout of each Enhanced Affordable Housing Unit;
- (c) provides an indicative timetable for delivery of the Enhanced Affordable Housing Units;
- (d) sets out the amount (if any) of any surplus profit that is insufficient to provide a whole Enhanced Affordable Housing Unit following the application of Formula 5 and Formula 6 payable as a financial contribution in accordance with paragraph 6.7 or 10.7 of schedule 4 (as applicable); and
- (e) sets out the amount (if any) of any surplus profit payable as a financial contribution due to the circumstances in 10.7(c) of schedule 4 arising;

**Enhanced Affordable Housing Units**

the Converted SRE Units and the London Living Rent Level Housing Units;

<b>ESCO</b>	an energy service company being a supplier of heating and other ancillary services from the District CHP;
<b>Existing Bede Centre</b>	the Bede Centre building located adjacent to Maydew House on the Abbeyfield Estate, Abbeyfield Road London SE16 on the southern edge of Southwark Park and occupied by the Bede House Association;
<b>Existing CIL Charging Schedules</b>	the documents in force as at the date of this Deed setting rates and other criteria by reference to which the amount of CIL chargeable in respect of the Development is to be determined, namely the Mayor of London's CIL charging schedule adopted on 4 February 2019 and effective from 1 April 2019 and the Council's CIL charging schedule adopted on 29 November 2017 and effective from 1 December 2017;
<b>Existing Underpass Improvement Works (Southwark Park Road)</b>	improvements to the underbridge on Southwark Park Road shown green and labelled "Existing Underpass (Southwark Park Road)" on Plan 7;
<b>Existing Underpass Improvement Works (St James Road)</b>	improvements to the underbridge on St James' Road shown shaded green and labelled "Existing Underpass (St James's Road)" on Plan 7;
<b>Existing Underpass Improvements Contribution</b>	a sum of up to £700,000 (seven hundred thousand pounds) Index Linked to be paid by the Owner to the Council and applied by the Council to delivery of the Existing Underpass Improvement Works (St James Road) and/or the Existing Underpass Improvement Works (Southwark Park Road) in accordance with paragraphs 7.3 and 7.4 of schedule 8;
<b>Expert</b>	an independent and suitable person holding appropriate professional qualifications with at least ten years' post

qualification experience in the relevant matters that are in dispute appointed in accordance with the provisions of clause 11 to determine a dispute and who, in respect of any dispute relating to paragraph 2 of schedule 3 and schedule 4, must be a Viability Expert;

**External Consultant**

the external consultant(s) appointed by the Council to assess the Development Viability Information;

**Feasibility Study**

a study to assess the technical feasibility and economic viability of the connection of a Phase of the Development to the District CHP which may include details and an assessment of the following:

- (a) the capability of the District CHP to supply sufficient heating and power to the Development;
- (b) the proposed costs, terms and conditions of the connection and supply Deed being offered by the ESCO and whether they are fair and reasonable by reference to the site CHP plant costs and those that can be obtained on the market;
- (c) the costs associated with installing all relevant pipework, plant and other apparatus to the boundary of the Land and that such costs will not be recoverable in whole or in part from Occupiers of the Development or by any other means;
- (d) the costs of heating and power to be charged to Occupiers of the Residential Units and any commercial units and whether they are fair and reasonable by reference to the rates that are charged



in the market; and

- (e) any requirement for consultation with Occupiers of the Residential Units under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers;

**Formula 5**

- (a) in relation to an early stage review under Part 2 of schedule 4, the formula identified under "Formula 5" and labelled "Early Stage Review" within Annex 1 to schedule 4; and
- (b) in relation to a late stage review under Part 3 of schedule 4, the formula identified under "Formula 5" and labelled "Late Stage Review" within the Annex 1 to schedule 4;

**Formula 6**

the formula identified as "Formula 6" within Annex 1 to schedule 4;

**Fraudulent Transaction**

- (a) a transaction the purpose or effect of which is to artificially reduce the Early Stage Review Estimated NDV or the Late Stage Review Estimated NDV and/or artificially increase the Early Stage Review Estimated Build Costs or the Late Stage Review Estimated Build Costs; or
- (b) a Disposal that is not an arm's length third party bona fide transaction (excluding a Grosvenor Group Disposal where there is evidence that consideration is based on Market Value);

**Funding Condition**

an award of funding on behalf of the Secretary of State of an amount sufficient to cover the estimated costs of:

- (a) acquiring the School Site by way of entry into the School Site Lease (including without limitation SDLT, costs associated with ancillary documents and professional fees);
- (b) demolition of existing buildings and all site clearance and preparation (including without limitation any decontamination and remediation and provision of services and utilities); and
- (c) construction of the School (including without limitation all costs associated with fitting out and bringing the School into beneficial use);

**Grant Date**

the date following the grant of the Planning Permission by the GLA when either:

- (a) the Challenge Period expires without Challenge Proceedings having been commenced; or
- (b) if Challenge Proceedings are commenced and not withdrawn prior to the expiry of the Challenge Period, the date on which the Planning Permission is finally upheld following the Challenge Proceedings being exhausted;

**Grosvenor Group**

- (a) the Most Noble Hugh Richard Louis Seventh Duke of Westminster and any other descendant of the Fifth Duke of Westminster, their spouses and adopted children and any nominee or custodian acting on their

behalf; and/or

- (b) trustees of any trust created for a class of beneficiaries comprising or including members of the Grosvenor family as defined at (a) above and any nominee or custodian acting on their behalf; and/or
- (c) Grosvenor Group Limited (company number 03219943) and any subsidiary or holding company (as those terms are defined in sections 1159(1) of the Companies Act 2006) from time to time of that company, and any subsidiary from time to time of a holding company of that company; and/or
- (d) any undertaking controlled by any of, or a combination of, the persons or undertakings in (a), (b) and (c) above; and/or
- (e) any undertaking or joint venture vehicle where any of, or a combination of, the persons and/or undertakings defined in (a) to (d) above that holds not less than a 50 per cent interest or has the right to exercise a dominant influence over the undertaking or joint venture vehicle;

**Habitable Room**

any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

**Highway Condition Survey**

a survey of the condition of the sections of carriageway of Clements Road and Drummond Road immediately fronting

the Land identifying degradation existing prior to the carrying out of the Development;

**Highway Resurfacing  
Contribution**

£100,000 (one hundred thousand pounds) Index Linked to be applied by the Council to resurfacing the carriageway of Drummond Road and Clements Road following Practical Completion of the Development and if required under paragraph 7.2 of Schedule 5 following completion of any repairs by the Owner to the said carriageway including the structure of the carriageway resulting from damage directly related to the construction of the Development;

**Highway Works**

the highway improvements described in Appendix 2 and shown generally on Plan 4;

**Highway Works Agreement**

an agreement or agreements between the Owner and the Council as local highway authority pursuant to sections 38 and 278 (as applicable) of the Highways Act 1980 and other relevant enabling powers for securing and authorising the carrying out of the Highway Works in a Phase (or, separately, the School Highway Works) and which will include provisions for:

- (a) the relevant Highway Works to be secured by the Highway Works Bond;
- (b) a Highway Works Bond to be delivered prior to the commencement of the relevant Highway Works;
- (c) the carrying out of the relevant Highway Works by the Owner and its contractors at the Owner's cost;

**Highway Works Bond**

a deposit, bond, guarantee, surety or similar security relating to the Highway Works in a Phase (or, separately,

the School Highway Works) in a sum equivalent to the reasonable estimated cost of the relevant Highway Works plus ten per cent;

**Highway Works Specification**

a detailed design specification of the Highway Works in any given Phase (or, separately, the School Highway Works) to be submitted by the Owner to the Council and which includes but shall not be limited to detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery;

**Household**

in relation to a person "A", A and all other persons who would, after renting an Intermediate DMR Housing Unit, share that Intermediate DMR Housing Unit with A and one another as the only or main residence of both A and such other persons;

**Household Income**

- (a) in relation to a single Eligible Renter, the gross annual income of that Eligible Renter's Household; and
- (b) in relation to joint Eligible Renters, the combined gross annual incomes of those Eligible Renters' Households;

**Implementation**

the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Land;

**Increased CIL Charge**

the difference between:

- (a) the amount of CIL payable in respect of any Building; and
- (b) the amount of CIL that would have been payable in



respect of that Building if the chargeable amount had been calculated by applying the CIL rates set out within the Existing CIL Charging Schedules for the Land being:

(A) £218 per square metre in borough CIL for residential floor space;

(B) £136 per square metre for retail (Use Classes A1 – A5 and sui generis uses akin to retail) floor space;

(C) nil in borough CIL for office, industrial and warehousing and educational floor space; and

(D) £60 per square metre in mayoral CIL for all development;

<b>Index</b>	the lower of RPIX or CPI to be applied in accordance with clause 20 or BCIS where required by clause 20;
<b>Index Linked</b>	increased (if applicable) in accordance with clause 20;
<b>Intention Notice</b>	a notice in writing served on the Chargee under clause 7.3 that the Council or the GLA (or the Council's or the GLA's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units;
<b>Intention Notice Period</b>	from (and including) the first day of the Moratorium Period to (but excluding) the date falling one calendar month later;
<b>Interest</b>	interest at 3% above the base lending rate of National Westminster Bank or such other bank as the Council uses

from time to time;

**Intermediate DMR Housing**

the Intermediate DMR Housing Units which are to be made available to Eligible Renters

(a) at a rent that is not more than 80 per cent of market rent; and

(b) on the basis that average annual housing costs, including rent and Service Charges:

(A) must not exceed 28 per cent of the relevant annual gross income upper limit specified in the London Plan Annual Monitoring Report (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) being the Intermediate DMR Housing Income Cap; and

(B) in respect of the first letting for a term of three years after Practical Completion of the following units, must not exceed 28 per cent of the corresponding annual gross income upper limit specified below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):

(1) one bedroom: £47,290;

(2) two bedroom: £55,876;

PROVIDED THAT if any unit in question is not let within

three months of the unit being ready for Occupation and the Owner has provided to the Council evidence that three months of marketing have been carried out from the unit being ready for Occupation and that the unit in question has not been let the unit in question can be let to any Eligible Renter

**Intermediate DMR Housing  
Income Cap**

the greater of the following:

- (a) £60,000, being the relevant gross income upper limit specified in the London Plan Annual Monitoring Report last published at the date of this Deed; and
- (b) the relevant gross income upper limit specified in the London Plan Annual Monitoring Report at the time of the letting and in the event that there has not been any increase in the figure of £60,000 within three years of the date of this Deed the figure of £60,000 shall thereafter be increased by the increase in the annual change in the Households Below Average Income Median Income for London (three year rolling average data) most recently published by the Department for Work and Pensions at the date of the calculation until the annual gross income cap specified in the London Plan Annual Monitoring Report does increase and then the annual gross income cap shall revert to that specified in the London Plan Annual Monitoring Report and for the avoidance of doubt the income cap shall never be less than £60,000;

**Intermediate DMR Housing  
Units**

the Affordable Housing Units to be made available for Intermediate DMR Housing in accordance with schedule 4 of this Deed comprising (subject to paragraphs 6 and 10 of schedule 4) 70 per cent of the Affordable Housing Units (by

Habitable Rooms);

**Intermediate Housing List**

the register held by the Council identifying Eligible Renters as updated from time to time and supplemented by information provided by the Affordable Housing Provider identifying other additional Eligible Renters;

**Land**

the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under the title numbers referenced in Recital J and shown for the purpose of identification only edged red and unshaded on Plan 1 and which excludes the Workspace Buildings;

**Late Stage Review Date**

the date on which 75 per cent of the Residential Units have been first Occupied;

**Late Stage Review Estimated Build Costs<sup>7</sup>**

the sum of:

- (a) the estimated Build Costs remaining to be incurred (which shall include a contingency allowance of no more than 5% of the estimated Build Costs); and
- (b) the Build Costs actually incurred (which shall exclude any contingency allowance)

at the Late Stage Review Date;

**Late Stage Review Estimated NDV<sup>8</sup>**

the sum of:

- (a) the estimated Market Value at the Late Stage Review

---

<sup>7</sup> This is C in Formula 5 for the late stage review.

<sup>8</sup> This is A in Formula 5 for the late stage review.

Date of all Components of the Development (excluding any actual or assumed rental income attributed to any Building which has been subject to a Clawback Disposal) and rental values shall be based on:

- (i) evidence of actual rents received on Residential Units (informed by rental terms for new tenancies after one year of Practical Completion of Buildings that have already been constructed); and
  - (ii) evidence of actual rents received on Commercial Floorspace received on Commercial Floorspace that has been let; and
  - (iii) the advertised rents of the Residential Units and Commercial Floorspace that has not yet been let; and
- (b) all Public Subsidy and any Development-related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable) (but excluding the School);

**Legible London**

the pedestrian wayfinding system developed by TfL to support walking journeys around London;

**Legible London Contribution**

up to £25,000 (twenty five thousand pounds) Index Linked to be applied by the Council in implementing the Legible London Strategy;



**Legible London Strategy**

a strategy for the Council implementing Legible London signage in the vicinity of the Development (but not on the Land) up to the value of the Legible London Contribution such strategy to include a programme for delivery of the signage on a phased basis alongside a relevant Phase of the Development and associated instalments of the Legible London Contribution;

**London Living Rent Level Housing**

affordable housing which is provided at rents which:

(a) do not exceed the greater of:

(A) an amount "A" in pounds sterling as calculated by the following formula at the start of each letting of a London Living Rent Level Housing Unit:

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

where:

B = the CPI figure last published before the date on which the relevant London Living Rent Level Housing Unit is offered to the relevant Eligible Renter;

C = the CPI figure last published before the date of this Deed; and

D = if the unit in question is a one-bedroom unit, £248.23 per week; if the unit in question is a two-bedroom unit, £276.81 per week; and if the unit in question is a three-bedroom unit,

£304.40 per week (these amounts being the relevant benchmark London Living Rent levels in the North Bermondsey Ward published by the GLA as at the date of this Deed); and

(B) the relevant benchmark London Living Rent level published by the GLA that applies at the date of the letting of the unit in question; and

(b) together with other annual housing costs including Service Charges, do not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being the equivalent to 40 per cent of net income, with net income assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report;

**London Living Rent Level Housing Units**

the Intermediate DMR Housing Units to be converted to London Living Rent Level Housing pursuant to an Enhanced Affordable Housing Scheme approved under paragraph 6.4, 6.5, 10.5 or 10.6 of schedule 4;

**London Living Wage**

London Living Wage as published by the GLA and updated from time to time, which at the date of this Deed means £10.55 per hour;

**London Plan**

the London Plan published in March 2016 as revised from time to time;

**London Plan Annual Monitoring Report**

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

policy;

**Market Housing Units**

the Residential Units 65% (by Habitable Rooms) of which are to be let on the market and which are not Affordable Housing Units;

**Market Value**

the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of:

(a) rental values for the Residential Units and Commercial Floorspace which have been let; and

(b) a valuation of:

any Residential Units and Commercial Floorspace which have not been let,

PROVIDED THAT in each case:

(A) any actual or assumed rental incomes attributed to any Building which has been subject to a Clawback Disposal shall be excluded and the market value of any such Building will be the sales value of the relevant Clawback Disposed less the relevant Clawback Amount;

(B) any actual or assumed rental income attributed to any Affordable Housing Units transferred or in the process of being transferred to an Affordable Housing Provider shall be excluded

and the market value of the relevant Affordable Housing Units shall be determined by the transfer price of the relevant Affordable Housing Units; and

- (C) when determining rental income, taking into account the actual and anticipated operational costs of providing, letting, operating, managing, servicing and/or maintaining the Residential Units which shall be fixed at 25 per cent

such Market Value to be assessed by the Council assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market);
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest;
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion; and
- (e) that rental values for Market Housing Units bear a fixed rental yield of 3.5 % per cent net (subject to the exclusion in (A) above);
- (f) that the Affordable Housing Units bear a fixed rental

yield of 3.5% (subject to the exclusion in (B) above;

**Moratorium Period**

in each instance where a Chargee has served a Default Notice under clause 7.2(a), the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee the GLA and the Council);

**Necessary Consents**

all rights, consents, approvals, permissions and agreements required for the construction retention maintenance and use by the public of the Railway Arch Links from any local authority, statutory body, landowner or other person with an interest in land affected or any other third party;

**New Bede Centre**

the community facility to be located at ground level of Maydew House following its redevelopment by the Council pursuant to planning permission 17/AP/0527 and which is intended to be let to the Bede Association to replace the Existing Bede Centre;

**Nominations Agreement**

as the context requires:

(a) in respect of the Social Rent Equivalent Housing Units, an agreement to be entered into with the Council in a form to be agreed between the Council and the Affordable Housing Provider (both acting reasonably) and providing the Council with nomination rights in respect of the Social Rent Equivalent Housing Units generally in the form appended at appendix 1; and

(b) in respect of the Intermediate DMR Housing Units, an



agreement to be entered into with the Council in a form to be agreed between the Council and the Affordable Housing Provider (both acting reasonably) and providing the Council with nomination rights in respect of the Intermediate DMR Housing Units generally in the form appended at appendix 1,

and it is agreed by the Parties that in either case the template nominations agreement at appendix 1 shall be updated to reflect current legislation and guidance and that the nominations arrangements and allocations shall be in line with the policies contained within clause 2.3 and appendices 1 to 4 of the appended template;

**Northern Arch Link**

the proposed pedestrian and cycle access route accessible by the public through the railway viaduct adjoining the Land in the location shown indicatively shaded red and labelled "Northern Link" on Plan 7;

**NVQ Starts**

the commencement of a full National Vocational Qualification or equivalent vocational qualification outside of a statutory apprenticeships agreement by a person employed in Sustained Construction Industry Employment;

**Occupation**

occupation of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing or site security purposes or operational and management set-up prior to the grant of occupational tenancies and "Occupy" "Occupier" and "Occupied" shall be construed accordingly;

**Occupation Date**

the date on which any part of the Development (or any part

or Phase) is first Occupied;

**Offsite Affordable Housing**

housing provided to eligible renters whose needs are not met by the market and which housing should (a) meet the needs of eligible renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable rent for future eligible renters;

**Opening Hours**

hours during which the public may have access to the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift and which will be agreed in the Publicly Accessible Roof Terrace Management and Maintenance Plan;

**Option**

the option to be granted to the GLA or the Council and/or the GLA's or the Council's nominated substitute Affordable Housing Provider (as appropriate) in accordance with clause 7.4 for the purchase of the Affordable Housing Units;

**Parties**

the Council the GLA and the Owner and Party" shall be construed accordingly as the context requires;

**Permitted Rollover**

the number of target construction phase jobs that may be rolled over into the target for jobs in the End Use of the Development as approved by the Council pursuant to paragraph 1.7(a) of schedule 7 and not exceeding a maximum of 203 target jobs

**Phase**

a phase of the Development with all such Phases shown indicatively on Plan 3;

<b>Phase 1</b>	the first Phase of the Development shown indicatively shaded orange and labelled "Phase 1" on Plan 3;
<b>Phase 2</b>	the second Phase of the Development shown indicatively shaded blue and labelled "Phase 2" on Plan 3;
<b>Phase 3</b>	the third Phase of the Development shown indicatively shaded red and labelled "Phase 3" on Plan 3
<b>Plan 1</b>	the plan labelled "Plan 1" showing the Land and Workspace Buildings and attached to this Deed at schedule 1;
<b>Plan 2</b>	the plan labelled "Plan 2" showing the Buildings and attached to this Deed at schedule 1;
<b>Plan 3"</b>	the plan labelled "Plan 3" showing each Phase of the Development and attached to this Deed at schedule 1;
<b>Plan 4</b>	the plan labelled "Plan 4" showing the Highway Works and attached to this Deed at schedule 1;
<b>Plan 5</b>	the plan labelled "Plan 5" showing the TfL Cycle Hire Docking Station Safeguarded Areas" and attached to this Deed at schedule 1;
<b>Plan 6</b>	the plan labelled "Plan 6" showing the Public Realm and attached to this Deed at schedule 1;
<b>Plan 7</b>	the plan labelled "Plan 7" showing the Railway Arch Links and Existing Underpass Improvements and attached to this Deed at schedule 1;

<b>Plan 8</b>	the plan labelled "Plan 8" showing the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift and attached to this Deed at schedule 1;
<b>Plan 9</b>	the plan labelled "Plan 9" showing the School Site and attached to this Deed at schedule 1;
<b>Plan 10</b>	the plan labelled "Plan 10" showing the CPZ Extension Area and attached to this Deed at schedule 1;
<b>Plan 11</b>	the plan labelled "Plan 11" showing the Buildings in which the Affordable Housing Units are proposed to be located and attached to this Deed at schedule 1;
<b>Planning Permission</b>	the planning permission for the Development to be granted by the GLA pursuant to the Application a draft of which is attached to this Deed at schedule 2;
<b>Playspace Contribution</b>	£100,000 Index Linked payable in accordance with paragraph 11 of schedule 8 of this Deed for the purpose of (i) improving play facilities in the vicinity of the Land for children aged 12+ or (ii) the delivery of the New Bede centre as the Council in its absolute discretion shall determine;
<b>Practical Completion</b>	in relation to any works of construction forming part of the Development or any works required pursuant to this Deed, completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to building works can be issued under industry standard construction contracts for such works and "Practically Completed" and all other cognate terms shall be construed accordingly;



<b>Progress in Employment</b>	<ul style="list-style-type: none"> <li>(a) moving from Sustained Employment with a salary of a minimum of the London Living Wage to employment with a salary increase of a minimum of CPI plus 10% and remaining in employment for a continuous period of 6 months; or</li>   <li>(b) completion of an accredited in-work qualification that supports entry into higher-level employment, such as a supervisory or management qualification, or completion of a level 3 or above qualification and remaining in employment for a continuous period of 6 months;</li> </ul>
<b>Public Realm</b>	the publicly accessible landscaped areas to be provided as part of the Development shown indicatively shaded brown on Plan 6 including the Water Fountains but which excludes the Railway Arch Links, the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift;
<b>Public Realm Delivery Strategy</b>	a strategy for the phased delivery of the Public Realm Works (which may be amended from time to time and resubmitted to the Council for approval) across the Development and which also identifies the amount of Public Realm within each Phase to be made available on first Occupation of any given Building within the relevant Phase and any temporary public realm treatment that may be required while construction work is ongoing;
<b>Public Realm Management and Maintenance Plan</b>	<p>a plan setting out details of the proposed management and maintenance arrangements for the Public Realm in any Phase including without limitation:</p> <ul style="list-style-type: none"> <li>(a) access, cleaning, drainage, maintenance, lighting, opening hours, reasonable conduct rules, safety and</li> </ul>



security;

- (b) installation of gates on the BF-RST Courtyard;
- (c) any measures necessary to protect the amenity of Occupiers;
- (d) any requirements for the placing of permanent or temporary structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls, lighting, notices, signs, advertising materials as well as structures overhanging the Public Realm (subject to obtaining relevant consents);

**Public Realm Works**

the works to deliver any phase of Public Realm within the approved Public Realm Strategy;

**Public Subsidy**

funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;

**Publicly Accessible Roof Terrace**

the roof terrace on level 3 of Building BF-F shown shaded blue on Plan 8 and which is proposed to be accessible by the public but which is not Public Realm;

**Publicly Accessible Roof Terrace Lift**

an elevator providing step-free access to the Publicly Accessible Roof Terrace from ground floor level shown shaded blue on Plan 8 but which is not Public Realm;

**Publicly Accessible Roof Terrace Management and Maintenance Plan**

a plan for the use and management of the Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift dealing with the following matters (without limitation):

- (a) summarising the design features installed on the Public Accessible Roof Terrace, on or within Building BF-F and within or on neighbouring buildings on the Development pursuant to the Planning Permission to ensure that there is no harm to the amenity of Occupiers of Building BF-F and neighbours from the public use of the Publicly Accessible Roof Terrace (and for the avoidance of doubt there shall be no requirement to provide further design features in addition to those required by the Planning Permission);
- (b) access, cleaning, drainage, maintenance, lighting, opening hours, reasonable conduct rules, safety and security;
- (c) any requirements for the placing of structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls, lighting, notices, signs, advertising materials as well as overhanging structures (subject to obtaining relevant consents);
- (d) limits on visitor numbers;
- (e) security arrangements and measures to deal with emergencies;
- (f) operational arrangements to ensure that there is no harm to the amenity of Occupiers and neighbours from the public use of the Publicly Accessible Roof Terrace and a mechanism for the review of those arrangements in the event of written complaints;
- (g) arrangements for handling and addressing any

complaints from Occupiers and neighbours;

- (h) mechanics and arrangements for review of the Publicly Accessible Roof Terrace Management and Maintenance Plan including a process for reporting on complaints and efforts taken to address complaints;

**Railway Arch Links**

the Northern Arch Link and the Southern Arch Link;

**Railway Arch Links  
Improvements**

the layout and construction of an appropriate footway along the route of the Railway Arch Links to include appropriate surface treatment and lighting and connections with adjoining land;

**Railway Arch Links  
Improvements Specification**

a detailed design specification for the Railway Arch Links Improvements to be submitted by the Owner to the Council and which includes but shall not be limited to detailed scaled plans and drawings and samples of materials to be used;

**Railway Arch Links  
Management and Maintenance  
Plan**

a plan setting out details of the proposed management and maintenance arrangements for the Railway Arch Links including without limitation:

- (a) access, cleaning, drainage, maintenance, lighting, reasonable conduct rules, whether cyclists are mounted or dismounted, safety and security;
- (b) installation of gates on the Southern Arch Link if it is located in the alternative location shown by cross-hatching on Plan 7 (unless it is agreed in any Necessary Consents that the Railway Arch Links may be available for use by the public 24 hours a day);

- (c) any requirements for the placing of structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls whilst preserving pedestrian and cycle access, lighting, notices, signs, advertising materials as well as structures overhanging the Railway Arch Links (subject to obtaining relevant consents);

<b>Reasonable Endeavours</b>	for the purposes of schedule 8 that the obligor shall take all steps that are reasonably required to achieve the stated outcome and not merely some of them but shall not be obliged to take any step beyond that which any reasonable commercial company would take to achieve the stated outcome or which involves beginning or becoming involved in legal proceedings;
<b>Relevant Review Date</b>	the Early Stage Review Date or the Late Stage Review Date (as the context requires);
<b>Rent Guidance</b>	the Policy Statement on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation;
<b>Rent Standard</b>	the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 together with the Rent Standard Guidance published by the Ministry of Housing, Communities and Local Government in April 2015 or such other replacement

guidance or direction or legislation;

**Reserved Matters Approval**

any approval of reserved matters in respect of the Development pursuant to the Planning Permission;

**Residential Units**

the 1,548 units of residential accommodation (3,989 Habitable Rooms) to be provided as part of the Development comprising the Market Housing Units and the Affordable Housing Units (including any Enhanced Affordable Housing Units);

**Residential Management Plan**

a plan setting out management principles for the Residential Units and which shall include the following requirements unless otherwise agreed in writing with the Council:

- (a) each Residential Unit shall be self-contained and let separately for residential use
- (b) the length of each tenancy agreement of each Residential Unit shall be offered at a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (c) each tenancy agreement of each Residential Unit shall contain a break clause allowing the tenant to end the tenancy agreement any time after the first six months of the tenancy agreement with at least one month's notice;
- (d) the Residential Units shall be managed as a whole by a single professional property manager which:
  - (A) provides a consistent and quality level of



housing management;

- (B) has some daily on-site presence;
  - (C) is part of an accredited ombudsman scheme;
  - (D) is a member of the British Property Federation and/or regulated by the Royal Institution of Chartered Surveyors;
  - (E) complies with the Royal Institution of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
  - (F) has a complaints procedure; and
  - (G) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and
- (e) all rent increases within the term of each tenancy agreement of each Market Housing Unit shall be calculated by reference to the method of calculation and formula which shall be made clear to the tenant before the start of each tenancy;

**RPIX**

the figure shown as the Retail All Prices Index Excluding Mortgagee Interest Payments (RPIX) published by the Office for National Statistics every month or if such index is no longer maintained such replacement or alternative index as the Owner and the Council may be agree in writing;

**Safeguarding Period**

in respect of each TfL Cycle Hire Docking Station Safeguarded Area the period beginning with the date of

Implementation for the Phase in which that area is located and expiring on the earlier of:

- (a) the first anniversary of the date of Practical Completion of the relevant Phase; and
- (b) the date on which the relevant TfL Cycle Hire Docking Station Lease is granted to TfL in accordance with paragraph 2.2 of schedule 5;

**Sale**

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

and "Sold" shall be construed accordingly;

**School**

a state funded secondary school (together with ancillary uses) for approximately 600 pupils to be constructed on the School Site by the School Provider in accordance with the Planning Permission;

**School Development Agreement**

an agreement dated 20 February 2020 between (1) the Owner (as developer), (2) the Owner (as landlord), (3) the Secretary of State and (4) Compass Schools Trust which governs the demolition of existing buildings on the School Site, the construction of the School upon the School Site and the grant of the School Site Lease;

**School Highway Works**

the zebra crossing proposed on Drummond Road adjacent to the School forming part of the Highway Works and which is identified on Plan 4;

<b>School Provider</b>	the Secretary of State or the Secretary of State's Representative;
<b>School Site</b>	that part of the Land shown edged red on Plan 9 which is to be reserved and made available for the School in accordance with the terms of this Deed;
<b>School Site Lease</b>	a lease for a term of 125 years at a peppercorn rent with no premium or land payment which is to be granted by the Owner to the Secretary of State following the completion of the construction of the School in accordance with the terms of the School Development Agreement;
<b>Secretary of State</b>	the Secretary of State for Housing, Communities and Local Government;
<b>Secretary of State's Representative</b>	the representative appointed (from time to time) by the Secretary of State pursuant to the terms of the School Development Agreement;
<b>Service Charge Cap</b>	the sum of £3.00 per square foot per annum CPI Indexed Linked and calculated on a net internal basis;
<b>Service Charges</b>	all amounts payable by a tenant of the relevant Intermediate DMR Housing Unit, Social Rent Equivalent Housing Unit, Converted SRE Unit or London Living Rent Level Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Intermediate DMR Housing Unit, Social Rent Equivalent Housing Unit, Converted SRE Unit or London Living Rent Level Housing Unit;

**Short Courses**

any construction industry approved or accredited training course(s) designed to assist an individual to secure employment or enhance their career prospects once in employment

**Site and Development Contributions**

the Administration Cost, Affordable Housing Monitoring Fee, Construction Environmental Management Plans Monitoring Fee, the Legible London Contribution, the Delivery and Service Cash Deposit, the Delivery and Service Monitoring Fee, the Highway Resurfacing Contribution, the Carbon Offset Contribution, the Construction Industry and Training Contribution, the Employment in End Use Contribution, the Existing Underpass Improvements Contribution, the Playspace Contribution and the Street Tree Maintenance Contribution;

**Social Rent Equivalent Housing**

Affordable Housing which is:

- (a) let at weekly rents (excluding Service Charges) not exceeding the relevant Target Rent that would apply to a social rented housing unit of the same size and in the same location as the unit in question and any changes within tenancies shall be at Target Rents and specified in advance to tenants;
  
- (b) let on an assured shorthold tenancy (or an assured tenancy if the assured shorthold tenancy regime is abolished) with no right to acquire for a period of three years with tenant-only break and with an automatic right that at the end of the three period the tenancy will be renewed to the same tenant if requested by the tenant;

(c) subject to the Service Charge Cap;

(d) let in accordance with a Nominations Agreement to eligible households being those on the Council's social housing waiting list and otherwise allocated in accordance with the Council's published allocation process for social rented housing.

**Social Rent Equivalent Housing Units** the Affordable Housing Units to be made available for Social Rent Equivalent Housing in accordance with paragraph 2 of schedule 4 of this Deed comprising (subject to paragraphs 6 and 10 of schedule 4) 30 per cent of the Affordable Housing Units (by Habitable Rooms);

**Solicitors Regulation Authority** a statutory body responsible for the regulation and conduct of solicitors practicing in England and Wales;

**Southern Arch Link** the proposed pedestrian and cycle access route accessible by the public through the railway viaduct adjoining the Land in the location shown indicatively shaded red and labelled "Southern Link" on Plan 7 or alternatively in the location shown by cross-hatching on Plan 7;

**Southwark Construction Skills Centre** the construction skills centre of that name which is governed by the Council or such other successor services as may be nominated by the Council from time to time;

**Southwark Education Business Alliance** the Council operated schools career service by that name or such other successor services as may be nominated by the Council from time to time and notified to the Owner in writing;



<b>Southwark Works</b>	the employment support service by that name, which is commissioned by the Council, or such other successor services as may be nominated by the Council from time to time;
<b>Statutory Undertaker</b>	a statutory undertaker as defined by section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995;
<b>Street Tree Maintenance Contribution</b>	the sum of £27,120 (twenty-seven thousand one hundred and twenty pounds) Index Linked to be paid by the Owner to the Council and to be applied by the Council to the increased pruning and maintenance of the Street Trees;
<b>Street Trees</b>	fourteen trees located in the public highway on the perimeter of the Development and identified in the Arboricultural Report prepared by Tim Moya Associates submitted with the Application as T14, T18, T19, T42, T43, T66, T67, T69, T70, T72, T177, T179, T182 and T183;
<b>Substantial Implementation</b>	<p>the occurrence of all of the following in respect of the Development:</p> <ul style="list-style-type: none"> <li>(a) the demolition and remediation of that part of the land comprising Phase 1; and</li> <li>(b) the letting of the contract for practical completion of Buildings BF-O, BF-P and BF-Q; and</li> <li>(c) the construction up to first floor level of Buildings BF-O, BF-P and BF-Q;</li> </ul>
<b>Substantial Implementation</b>	the date 24 months from the Grant Date subject to any

<b>Target Date</b>	extension agreed or determined-pursuant to paragraph 4.7 of schedule 4;
<b>Sums Due</b>	all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
<b>Surplus Carried Forward</b>	if and only if the Owner has provided the notification required under paragraph 6.7(b) of schedule 4, the surplus profit that is insufficient to provide a whole Enhanced Affordable Housing Unit as determined under paragraph 6.6 of schedule 4;
<b>Sustainable Employment Opportunity</b>	a contract of employment of not less than 26 weeks;
<b>Sustained Construction Industry Employment</b>	Sustained Employment related to the Development and/or other development in the Borough including, but not limited to employment in building and construction on the Land and in the services used in the creation of and supply to the Development, including building, architectural and surveying services;
<b>Sustained Employment</b>	a period of continuous employment of not less than 26 weeks;
<b>Target Rents</b>	rents for social rented housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the

	Rent Standard from time to time;
<b>Target Return<sup>9</sup></b>	profit on value of 13.4 per cent being the blended profit of the Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of net development value
<b>TfL</b>	Transport for London or any successor to its statutory functions;
<b>TfL Contributions</b>	the Bus Service Capacity Contribution and the TfL Cycle Hire Docking Station Contribution Cap;
<b>TfL Cycle Hire Docking Station</b>	a cycle hire docking station to release and secure bicycles within the TfL Cycle Hire Scheme with a capacity of 30 docking points together with an integrated information and payment facility in compliance with TfL's standard specification and requirements;
<b>TfL Cycle Hire Docking Station Contribution Cap</b>	the maximum amount the Owner shall be required to contribute towards the provision of two TfL Cycle Hire Docking Stations on the Land (excluding the cost of land which shall be provided at nil cost by the Owner to TfL and the ground works and utility connections which are to be provided by the Owner at the Owner's cost) and which is to be paid by the Owner in accordance with paragraphs 2.2 of schedule 5 being a sum of £440,000 (four hundred and forty thousand pounds) Index Linked;
<b>TfL Cycle Hire Docking Station</b>	a 25 year lease of the land upon which the relevant TfL Cycle Hire Docking Station is located on the Land at nil

---

<sup>9</sup> This is Y in Formula 5.

<b>Lease</b>	consideration and at a peppercorn rent with no service charge or other charges payable by TfL to be granted by the Owner to TfL in accordance with the heads of terms appended at Appendix 3 (with any amendments that TfL and the Owner may agree acting reasonably) in order for a TfL Cycle Hire Docking Station to be provided by TfL;
<b>TfL Cycle Hire Docking Station Safeguarded Areas</b>	the areas within the Land shown shaded blue on Plan 5 which are to be safeguarded against development in accordance with paragraph 2.1 of schedule 5 for the provision of TfL Cycle Hire Docking Stations and "TfL Cycle Hire Docking Station Safeguarded Area" shall mean any one of them as the context requires or such other area or areas within the Land which may be elected by the Owner with the agreement of TfL and the Council;
<b>TfL Cycle Hire Scheme</b>	the network of self-service public bicycles for hire and cycle hire docking stations to release and secure such bicycles operated by the Mayor of London or TfL or any equivalent future replacement scheme;
<b>Unemployed Southwark Resident</b>	residents of the Borough who are neither employed nor contracted as self-employed workers and have been so for a period of not less than 7 (seven) days, including residents of the Borough who: <ul style="list-style-type: none"> <li>(a) are 18 year + school leavers; or</li> <li>(b) are employed on zero-hour contracts moving to full time employment;</li> </ul>
<b>Viability Expert</b>	a chartered valuation surveyor with at least 10 post-qualification years' experience whose identity is agreed between the parties to the relevant dispute or, in the

absence of such agreement, is determined by the president for the time being of the Royal Institution of Chartered Surveyors;

**Water Fountains**

two public drinking water fountains to be located on the Public Realm;

**Wheelchair Residential Unit**

the Residential Units that are to be provided as wheelchair user dwellings pursuant to conditions 65 and 66 of the Planning Permission;

**Wheelchair Unit Marketing Period**

a period of at least 24 months with no less than 12 months of those months being from Practical Completion of the Wheelchair Residential Unit;

**Working Day**

any day excluding Saturdays, Sundays and any bank holidays in England and "Working Days" shall be construed accordingly;

**Workplace Co-ordinator**

a named individual who is either an employee provided by the Owner or a contractor appointed by the Owner whose role shall be to provide such coordination, training and support as is necessary to enable Unemployed Southwark Residents to access Sustained Employment in accordance with the Employment and Skills Methodology.

**Workspace Buildings**

the buildings shaded grey on Plan 1 and Plan 2 and which are not comprised within the Development

1.2 In this Deed:

- (a) reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;



- (b) the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed;
- (c) references to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- (d) unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- (e) words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- (f) words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- (g) covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- (h) reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council and GLA shall mean the London Borough of Southwark or the Greater London Authority (as applicable) acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and its successor to its respective statutory functions; and
- (i) references to the Owner not Occupying include an obligation not to permit or suffer Occupation.

## **2 STATUTORY AUTHORITY AND ENFORCEABILITY**

- 2.1 This Deed is entered into under sections 2E and 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and subject to clause 2.2, all the

restrictions covenants and undertakings in this Deed are planning obligations for the purposes of the said section 106 and are (subject to the terms of this Deed) enforceable by the Council and the GLA each as local planning authority not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).

- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into by the GLA and the Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and section 16 of the Greater London Council (General Powers) Act 1974.

### **3 EFFECT AND CONDITIONALITY OF THIS DEED**

- 3.1 The terms of this Deed come into effect on the date of this Deed other than the obligations contained in the schedules of this Deed which are conditional upon and shall take effect on Commencement other than:

- (a) paragraph 7.1 of schedule 5 (submission of Highway Condition Survey);
- (b) paragraph 1 (District CHP Feasibility Study), paragraph 2 (District CHP Energy Strategy or Alternative Energy Strategy) and paragraph 3.1 (Energy Assessment Update for the first Phase) of schedule 6;
- (c) paragraph 1.1 of schedule 7 (Employment and Skills Methodology); and
- (d) paragraph 1.1(a) of schedule 8 (Public Realm Delivery Strategy).

### **4 THE OWNER'S COVENANTS AND OBLIGATIONS**

- 4.1 The Owner covenants with the GLA and the Council to perform the obligations on its part specified in clauses 7 to 24 and schedules 3 to 12 inclusive to this Deed.
- 4.2 The Owner covenants to pay on or before completion of this Deed the Council's and the

GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

## **5 THE COUNCIL'S COVENANTS**

The Council covenants with the Owner and the GLA to perform the covenants on its part specified in clauses 7 to 24 and schedules 3, 4, 5, 7, 8 and 13 of this Deed.

## **6 THE GLA'S COVENANTS**

6.1 The GLA covenants with the Owner and the Council to perform the covenants on its part set out in this Deed.

6.2 The GLA covenants that it shall issue the Planning Permission as soon as reasonably practicable following completion of the Deed in the form attached as schedule 2.

## **7 EXCLUSIONS**

7.1 This Deed shall not bind or be enforceable by either the Council or the GLA against the following:

- (a) any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
- (b) any owner, tenant or Occupier of any individual Residential Unit nor against those deriving title from them nor against their mortgagees chargees or receivers (except in relation to paragraph 1 of schedule 5 (Parking Permit Restriction));
- (c) any owner, tenant or Occupier of the School other than paragraph 7.7 of Schedule 5 (Highway Works) and paragraph 3.1 of schedule 9 (Use of the School);

- (d) any owner, tenant or Occupier of any Practically Completed Commercial Floorspace or individual non-residential unit within the Development other than Affordable Workspace nor against those deriving title from them nor against their mortgagees chargees or receivers except in relation to paragraph 1 of schedule 5 (Parking Permit Restriction) paragraph 8.1 of schedule 5 (Delivery and Service Plan) and paragraph 13.2 of schedule 8 (Cultural Strategy) (as applicable);
- (e) any owner, tenant or Occupier of any Affordable Workspace not involved in the construction of the Development nor against those deriving title from them nor against their mortgagees chargees or receivers except in relation to paragraph 1 of schedule 5 (Parking Permit Restriction) paragraph 8.1 of schedule 5 (Delivery and Service Plan), paragraph 13.2 of schedule 8 (Cultural Strategy) (as applicable) and paragraph 5 of schedule 11 (Use of Affordable Workspace);
- (f) any Affordable Housing Provider acquiring Affordable Housing Units not involved in the construction of the Development and except in relation to the obligations in paragraph 1.1(d) of schedule 3 (Residential Management Plan), paragraphs 1, 2 and 3 of part 1 and paragraph 13 of part 4 of schedule 4 (Affordable Housing), paragraph 1 of schedule 5 (Parking Permit Restriction) and paragraph 8.1 of schedule 5 (Delivery and Service Plan) to this Deed;
- (g) any Chargee from time to time who seeks to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Charge) and who has first complied with the provisions of clauses 7.2 to 7.7 (inclusive);
- (h) any Chargee or other chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver until such Chargee or other chargee or mortgagee or receiver has entered into possession of the Land or the relevant part thereof or the Development is continued by or at the instigation of a receiver, liquidator or other agent appointed by or on behalf of any Chargee or other chargee or mortgagee in place of the Owner;



- (i) any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services; and
- (j) any Occupier of any Affordable Housing Unit who has a statutory right to acquire the whole of the freehold or of a leasehold estate of that Affordable Housing Unit under section 180 of the Housing and Regeneration Act 2008 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes and where an Occupier has so purchased that Affordable Housing Unit shall thereafter be free of any obligations, restrictions and covenants contained in this Deed including schedule 4.

7.2 In order to benefit from the protection granted by clause 7.1(g), a Chargee must:

- (a) prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice on:
  - (i) the Council either by:
    - (A) delivery by hand to the Council's offices at 160 Tooley Street London SE1 2TZ between 9 a.m. and 5 p.m. on a Working Day addressed to The Director of Planning; or
    - (B) using first class registered post to the Council's offices at 160 Tooley Street London SE1 2TZ addressed to The Director of Planning; or
  - (ii) the GLA either by:
    - (A) delivery by hand to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and



Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day; or

(B) using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning);

(b) when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units; and

(c) subject to clause 7.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with clause 7.4 below.

7.3 During the Intention Notice Period the Council or the GLA (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.

7.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the Buyer, the Chargee will grant to the Buyer an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

(a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

(b) the price for the sale and purchase will be agreed in accordance with clause 7.5(b) below or determined in accordance with clause 7.6 below;

- (c) provided that the purchase price has been agreed in accordance with clause 7.5(b) below or determined in accordance with clause 7.6 below, but subject to clause 7.4(d) below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (i) notification in writing by Buyer that it no longer intends to exercise the Option PROVIDED THAT the Council has first obtained the GLA's prior written approval and (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

7.5 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
  - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in schedule 4; and
  - (ii) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

7.6 If on the date falling 10 Working Days after service of the Intention Notice, the Buyer and the Chargee have not agreed the price pursuant to clause 7.5(b)(i) above:

- (a) the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at clause 7.5(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

7.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in paragraphs 2 and 3 of Part 1 of schedule 4 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- (a) neither the GLA nor the Council has served an Intention Notice before the expiry of the Intention Notice Period; or
- (b) the Chargee has executed an agreement to grant the Option in accordance with clause 7.4 above and has delivered and unconditionally released that agreement to the Buyer for dating and completion but the Buyer has not entered into that agreement with the Chargee on or before the date on which the Moratorium Period expires; or
- (c) the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (d) the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

7.8 The Buyer and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 7.2 to 7.7 above (inclusive).

## **8 DETERMINATION OF THE PLANNING PERMISSION**

8.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that:

- (a) the Planning Permission shall lapse without having been implemented; or
- (b) the Planning Permission shall be revoked; or
- (c) if the Owner shall before Commencement of Development implement any planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or

(d) if the Planning Permission is quashed on judicial review without being thereafter re-granted by the GLA.

8.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 8 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

8.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any other planning permission benefitting the Land.

## **9 APPROVALS**

9.1 Any Approval requested pursuant to this Deed shall not be unreasonable or unreasonably withheld or delayed.

9.2 Where any Approval is requested by the Owner from the Council the Council shall use reasonable endeavours to determine such request within 20 Working Days of receipt of the request or the receipt of any additional information received pursuant to clause 9.3.

9.3 Where the Council reasonably requires additional information from the Owner in order to determine an Approval request it should identify and request such additional information in writing within 10 Working Days of receipt of the Approval request.

9.4 In the event that the Council notifies the Owner pursuant to clause 9.2 that it is refusing to issue an Approval then such notice shall include detailed written reasons justifying such refusal.

9.5 Any dispute or disagreement as to whether a request for additional information (pursuant to clause 9.2) or a reason for refusal (pursuant to clause 9.3) is reasonable may be referred to the Expert for determination pursuant to clause 11.



## 10 VERIFICATION AND ENFORCEMENT

Without prejudice to the Council's and the GLA's statutory rights of entry, the Owner shall permit the Council and/or the GLA and its authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable advance written notice to enter such parts of the Land as are reasonably necessary at all reasonable times for the purposes of verifying whether or not any planning obligation arising under this Deed has been performed or observed **SUBJECT TO** compliance by the Council and the GLA and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

## 11 DISPUTE PROVISIONS

- 11.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of either of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible in England for dealing with such matters as may be in dispute such person shall act as an expert not an arbitrator and the decision of such an Expert shall be final and binding on the Parties save in the case of fraud or manifest error.
- 11.2 If the professional body referred to in clause 11.1 above does not exist or the Parties to the dispute cannot agree the identity of the professional body, an independent and suitable person holding appropriate professional qualifications and with at least 10 years' post-qualification experience in the relevant matters that are in dispute shall be appointed by the President or the next most senior available officer of the Law Society to determine the dispute and such person shall act as an expert not an arbitrator whose decision shall be final and binding on the Parties save in the case of fraud or manifest error.
- 11.3 Any Expert howsoever appointed shall be subject to an express requirement to reach a decision and communicate it (with written reasons) to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date the Expert receives the written

submissions of the Parties pursuant to clause 11.4.

- 11.4 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.
- 11.5 The costs of the Expert or independent person appointed pursuant to clause 11.2 shall be payable by the Parties to the dispute in such proportion as he shall determine and falling such determination shall be borne by the Parties in equal shares.
- 11.6 The provisions of this clause 11 shall not fetter the Council's or the GLA's power to enforce this Deed by way of an application for declaratory relief or injunction.
- 11.7 This clause 11 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.

## **12 SECTION 73 OF THE 1990 ACT**

- 12.1 Where any application is made to vary the Planning Permission pursuant to Section 73 of the 1990 Act and any new planning permission(s) are subsequently granted by the Council or the GLA and unless otherwise agreed between the Parties:
- (a) the obligations in this Deed (in addition to continuing to bind the Land in respect of the Planning Permission as provided for by this Deed) shall relate to and bind the Land in respect of any subsequent planning permission(s) granted pursuant to Section 73 of the 1990 Act,
  - (b) the definitions of Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and

- (c) this Deed shall be endorsed with the following words in respect of any such future planning permission granted pursuant to Section 73 of the 1990 Act:

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

PROVIDED THAT nothing in this clause 12.1 shall fetter the discretion of the Council or the GLA in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of any associated planning obligations pursuant to Section 106 of the 1990 Act in so far as they are materially different to those contained in this Deed and required in connection with the grant of any planning permission pursuant to Section 73 of the 1990 Act whether by way of a variation to this Deed, a new Deed or a supplemental Deed pursuant to Section 106 and/or Section 106A of the 1990 Act.

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

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

**14 WAIVER**

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

**15 SEVERABILITY**

- 15.1 Each clause sub-clause schedule or paragraph in this Deed shall be separate distinct and

severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or paragraph contained therein.

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

## **16 SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

Subject to the payment of the Council's reasonable costs and charges in connection with certification, the Council will upon the written reasonable request of the Owner at any time after any of the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable certify such performance or discharge in writing and cancel all entries made in the Register of Local Land Charges in respect of the relevant obligations in this Deed.

## **17 NOTICES**

- 17.1 Unless otherwise expressly stated, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier as follows:
- (a) in the case of the GLA at the address for the GLA given on page 1 of this Deed or any other address previously notified by the GLA in writing;
  - (b) in the case of the Council at the address for the Council given on page 1 of this Deed or any other address previously notified by the Council in writing; and



- (c) in the case of the Owner at the address for the Owner given on page 1 of this Deed or any other address previously notified by the Owner.

17.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause 17;
- (b) if sent by pre-paid first class post or recorded delivery, on the 2<sup>nd</sup> Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## 18 CAPACITY AND CHANGE OF OWNERSHIP

18.1 The Owner in respect of its registered interest in the Land as recited above hereby warrants that it has full power to enter into this Deed.

18.2 The Owner covenants to give the Council and the GLA immediate written notice of any conveyance, transfer, disposal, lease, assignment, mortgage or other disposition of all or any part of its interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council or the GLA where the new owner will not be involved in the construction or operation of the Development or is a member of the Grosvenor Group or an individual owner Occupier or tenant of any of the Residential Units, the School, the Commercial Floorspace, the Affordable Workspace and any other non-residential unit or the new owner is a mortgagee or chargee of such individual owner Occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.



**19 INTEREST ON LATE PAYMENT**

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if payment of any sum referred to in this Deed becomes due and remains unpaid for a period exceeding seven days then the Owner shall pay Interest to the Council on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

**20 INDEXATION**

20.1 Subject to clause 20.2, any Site and Development Contributions shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

20.2 The TFL Contributions will be treated as representing construction related costs for the purposes of applying the BCIS index pursuant to this clause.

**21 VAT**

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

21.2 The Owner acknowledges and agrees that if at any time VAT is required to be paid in respect of any financial contributions payable pursuant to this Deed then to the extent that VAT has not been previously charged in respect of that contribution the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

**22 PAYMENT OF CONTRIBUTIONS AND MONITORING FEES AND NOTIFICATIONS**

22.1 The Owner covenants with the Council to pay the Administration Cost to the Council prior to Implementation.

22.2 The Owner covenants with the Council to pay the Construction Environmental Management Plans Monitoring Fee to the Council prior to Commencement of the

Development and not to Commence the Development until the Construction Environmental Management Plans Monitoring Fee has been paid to the Council.

22.3 The Owner covenants with the Council to pay the Affordable Housing Monitoring Fee to the Council in the following instalments:

- (a) 50% prior to Commencement of Development; and
- (b) 50% prior to Occupation of the Development.

22.4 The Owner covenants with the Council not to Commence the Development until 50% of the Affordable Housing Monitoring Fee has been paid to the Council and not to Occupy the Development until the remaining 50% of the Affordable Housing Monitoring fee has been paid to the Council.

22.5 The Owner shall pay the Site and Development Contributions and the TfL Contributions payable to the Council pursuant to this Deed by way of BACS or CHAPS transfer into such account as the Council shall nominate and notify to the Owner in writing.

22.6 The Owner covenants with the Council to notify the Council:

- (a) of its application to the Land Registry under clause 24 within 20 Working Days of this Deed;
- (b) of Implementation;
- (c) of Commencement of the Development and of each Phase;
- (d) of first Occupation of the Development (excluding the School) and of each Phase;
- (e) of first Occupation of the Residential Units in each Phase;
- (f) of Occupation of 15 per cent of the Market Housing Units;

- (g) of Occupation of 50 per cent of the Market Housing Units;
- (h) of Occupation of 75 per cent of the Market Housing Units
- (i) of Occupation of any Residential Unit in any Building in which Affordable Workspace is located;
- (j) of Occupation of 90% of the Residential Units in Building BF-F;
- (k) of Occupation of the School;
- (l) of the date being 12 months prior to the anticipated Practical Completion of the Development;
- (m) of Practical Completion of the Development; and
- (n) of its intention to pay any Site and Development Contributions and TfL Contributions by written notice specifying the intended date of payment, the amount of the payment and the relevant part of this Deed to which the payment relates, such notification to be given within the five Working Days immediately preceding the making of such payment.

## **23 THIRD PARTY RIGHTS**

A person who is not named as a Party shall not have a right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999 **PROVIDED ALWAYS THAT** nothing in this Deed shall prevent any successors in title to any of the Parties from being able to benefit or to enforce the provisions of this Deed (and in the case of the Council and GLA) a successor to their respective statutory functions.

## **24 REGISTRATION OF THIS DEED**

- 24.1 This Deed shall be registered by the Council as a local land charge in the Register of Local Land Charges maintained by the Council.

24.2 The Owner consents to and shall within 20 Working Days of completion of this Deed apply to the Land Registry for the entry of the following restriction against the Owner's title at the Land Registry:

24.3 "No disposition (other than a charge) of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a Conveyancer that the provisions of paragraphs 2.1 and 2.8 of schedule 3 of the section 106 agreement dated [ ] made between [ ] have been complied with or that they do not apply to the disposition".

24.4 The Council and the GLA consent to the removal of the restriction referred to in clause 24.2 from the register of the relevant title of the Owner on the earlier of:

- (a) the payment of the full Clawback Amount; or
- (b) the expiration of the final covenant period to which the Clawback Amount relates;  
or
- (c) payment of Clawback Amounts that in the aggregate equal or exceed the Clawback Cap.

24.5 The Conveyancer acting on behalf of the Owner shall be entitled to issue a Certificate in accordance with the restriction referred to in clause 24.2 when either:

- (a) a Clawback Amount has been paid under paragraph 2.1 and 2.8 of schedule 3; or
- (b) the Disposal is not a Clawback Disposal,

and the Owner shall instruct that the Conveyancer issuing the relevant certificate will owe a duty of care to the Council in respect of the issuing of the certificate in accordance with this clause 24.5.

24.6 The restriction referred to in clause 24.2 shall not be registered against any Land Registry

title resulting from a Clawback Disposal where the relevant Clawback Amount has been paid.

**25 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

**26 COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original but all counterparts together shall constitute a single agreement.

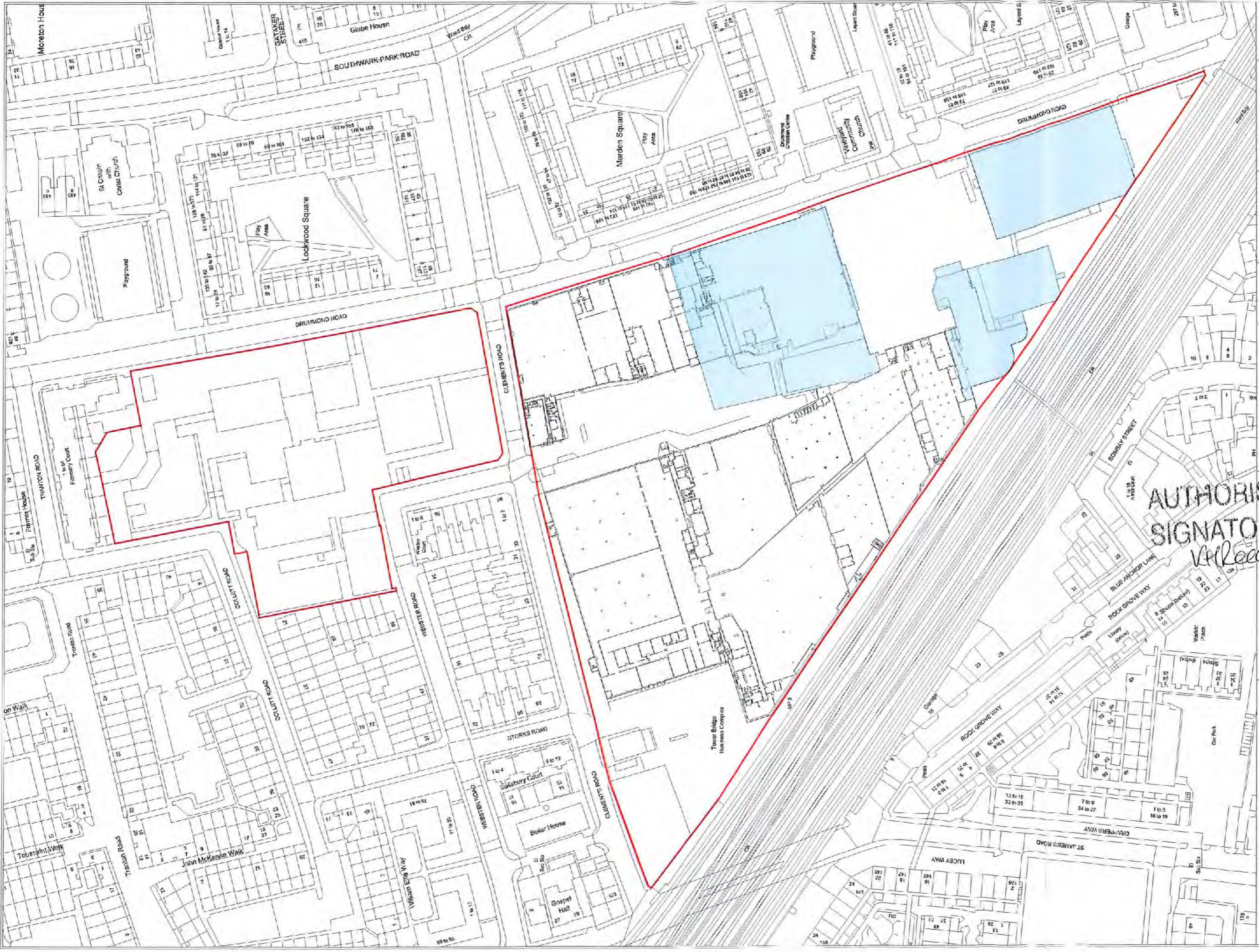


## SCHEDULE 1

### Plans

Plan 1	Land and Workspace Buildings
Plan 2	Buildings
Plan 3	Phases
Plan 4	Highway Works
Plan 5	TfL Cycle Hire Docking Station Safeguarded Areas
Plan 6	Public Realm
Plan 7	Railway Arch Links and Existing Underpass Improvements
Plan 8	Publicly Accessible Roof Terrace and Publicly Accessible Roof Terrace Lift
Plan 9	School Site
Plan 10	CPZ Extension Area
Plan 11	Affordable Housing Plan





**Notes**

- Workspace retained
- excluded from ownership

**Scale** 1:1500 @ A3

**Date** 30 Jan 2020

**Drawn** Mjd

**Ref** Drawing No.

**Revision** -

**Project Name** The Bermondsey Project

**Site Plan**

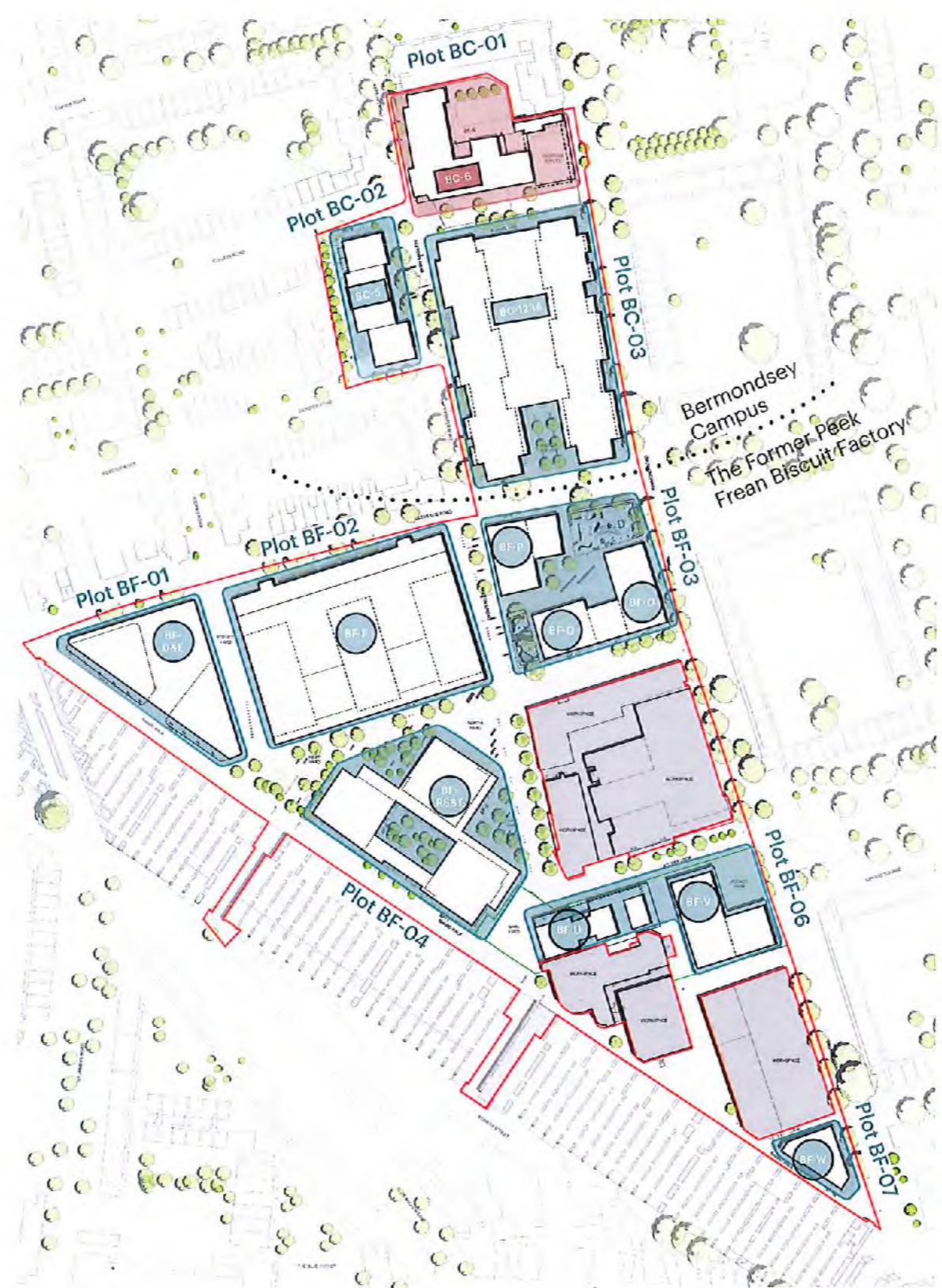
*Handwritten signature: M. J. D.*

**Stamp:** AUTHORIZED SIGNATORY *Alfred*

**GROSVENOR**



# Section 106 supplement Block Plan



*KH Reed*  
AUTHORISED  
SIGNATORY

- Masterplan application boundary
- School Plot
- Grosvenor building plots
- Workspace plots (do not form part of the application)

*Handwritten initials:*  
 JF  
 SWS







PLAN 4



Zebra crossing to be introduced to pedestrian crossing point adjacent school. Exact detail to be agreed through Stage 2 RAS and s278 Technical Approval

Proposed raised table

Proposed raised table

New crossover

New crossover

New crossover

Offsite works subject to consent for adjoining arch cut-through being successfully achieved

Offsite works subject to consent for adjoining arch cut-through being successfully achieved

**Legend**

- Site boundary
- Building Footprint
- Alternative arch cut-through
- Phase 1
- Phase 2
- Phase 3

Note: Drawings shall be constructed in accordance with the following standards:

**AUTHORISED SIGNATORY**  
*At Reed*

*JF*  
*JR*  
*SAR*

REV	DATE	BY	CHKD	APPD
001	19/10/20	JP	JP	JP
002	20/10/20	JP	JP	JP
003	20/10/20	JP	JP	JP
004	20/10/20	JP	JP	JP
005	20/10/20	JP	JP	JP
006	20/10/20	JP	JP	JP

**ARUP** CONSULTING ENGINEERS

150 Longwalk Avenue, 20th Floor, New York, NY 10022-1493, USA  
 Tel: +1 212 904 4000 Fax: +1 212 904 4001  
 www.arup.com

**GROSVENOR**

Planning  
**The Bermondsey Project**  
 London

Drawing Title  
**Proposed Section 106 Works Phasing**

Scale: 1:500  
 Date: 19/10/20  
 Author: Landscape Architect  
 Job No: 20180710  
 Status: S1 - Suitable for Planning  
 Name: PRJ/SUM/ARUP/XX/XX/AA-DR-151  
 P00



# PLANS



- Legend**
- Application Boundary
  - Building Footprint
  - Alternative with cut-through
  - Cycle docking station

**AUTHORISED SIGNATORY**  
*K. Keel*

*[Handwritten signature]*  
*[Handwritten initials: J.P.]*  
*[Handwritten signature: S.A.R.]*

Rev	Date	By	CHK	APP
001	15/02/20	AP	AP	AP
002	15/02/20	AP	AP	AP
003	15/02/20	AP	AP	AP

**ARUP** AND STURSON  
 11 Bury Way  
 London E11 1BB  
 Tel: +44 (0)20 7651 1101 Fax: +44 (0)20 7651 1104  
 www.arup.com

**GROSVENOR**  
 Project Title  
**The Bermondsey Project**  
 London

Drawing Title  
**TfL Cycle Hire Docking Safeguarded Area**

Scale: 1:500  
 Role: Landscape Architect  
 Job No: 202007-02  
 Subjob: S4 - Subjob for Planning  
 Name: PRISM-ASP-XXXXA-CR-157  
 Rev: 003



PLAN 6



- Legend
- Application Boundary
  - Building Footprint
  - Alternative access through
  - Access

AUTHORISED  
SIGNATORY  
*W. Beed*

*Handwritten initials and signatures: JF, SBR*

DES	02/10/20	BD	JF	JH
REV	05/10/20	JF	JF	JH
REV	02/11/20	JF	JF	JH
REV	14/11/20	BD	CLM	ADP

**ARUP** AN ADVANTAGE COMPANY

15 Broad Street  
London EC1M 6EQ  
Tel: +44 (0)20 7461 1000 Fax: +44 (0)20 7461 1001  
www.arup.com

**GROSVENOR**

Project Name  
**The Bermondsey Project**  
London

Drawing Title  
**Public realm**

Scale 1:500  
Date Landscape Architect  
28/08/2020  
28/08/2020 24 - Suitable for Planning  
PR/BERMARD-XX-33-4-ADR-155





PLAN 7



- Legend**
- Site Boundary
  - Building Footprint
  - Alternative with overpass
  - Proposed Site
  - Other Site

**AUTHORISED SIGNATORY**  
*Atleed*

*JF*  
~~SAR~~  
*JF*

101	10000	100	100	100
102	10000	100	100	100
103	10000	100	100	100
104	10000	100	100	100

**ARUP** CONSULTANTS

15 Floor Road  
 London EC2A 4PU  
 Tel: +44 (0)20 7461 1000 Fax: +44 (0)20 7461 1001  
 www.arup.com

**GROSVENOR**

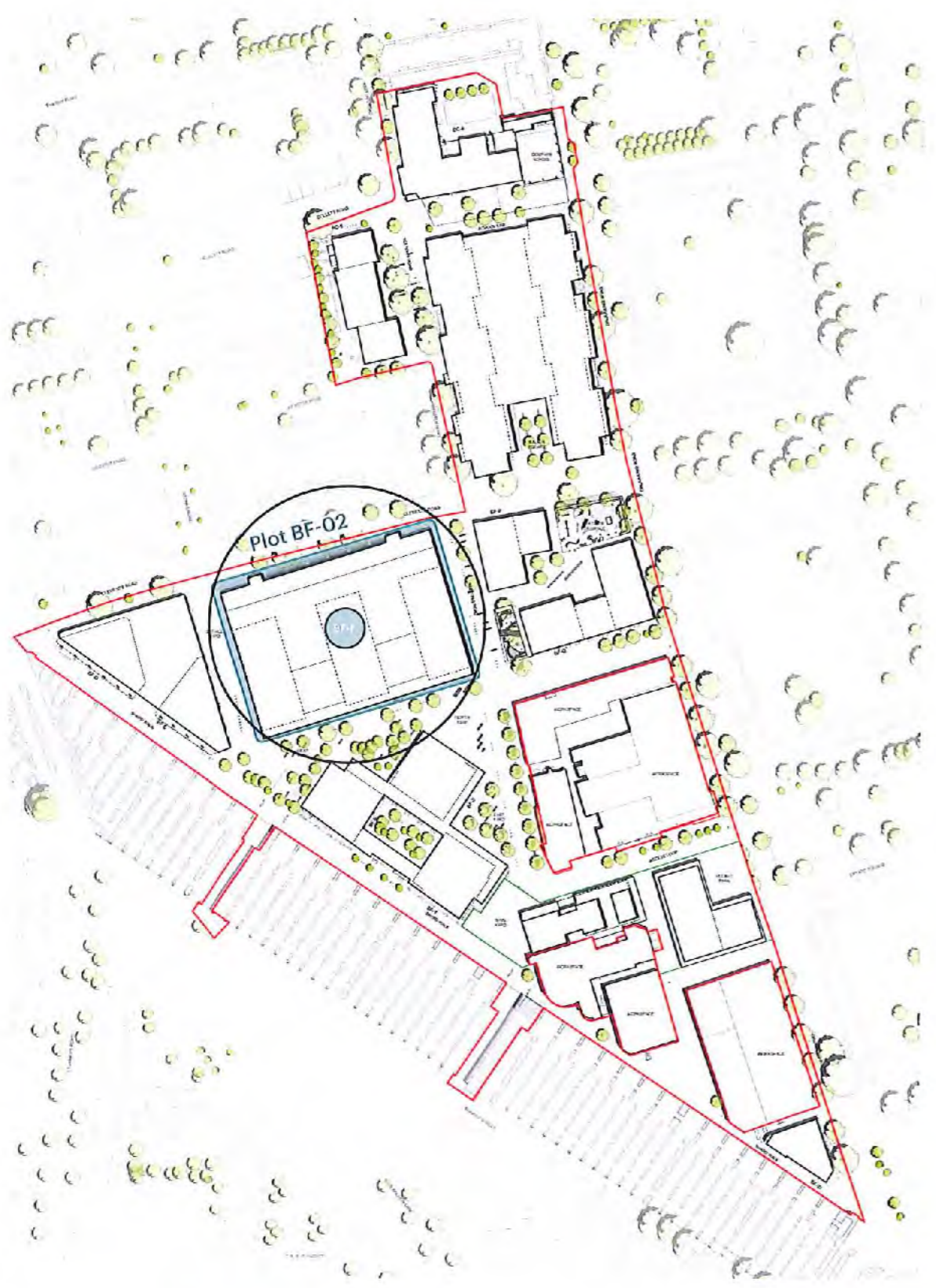
Project name  
**The Bermondsey Project**  
 London

Drawing title  
**Links through the viaduct**

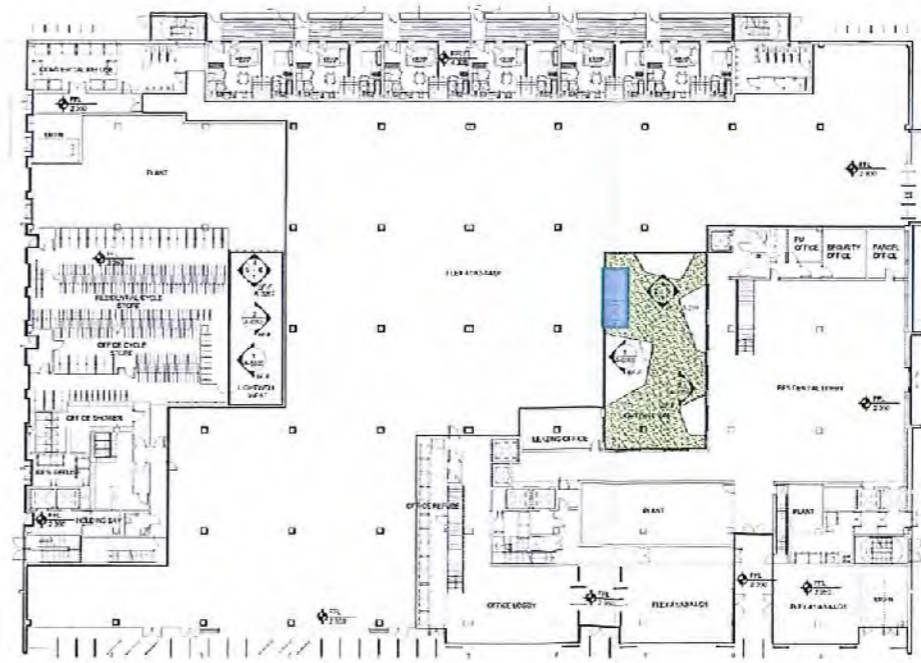
Scale: 1:500  
 File: Landscape Architect  
 Project No: 253027-00  
 Date: 04 - Suitable for Planning  
 Name: PLS/BA/ARUP/XX/XX/AA/DR/174  
 Rev: P05



# Publicly Accessible Roof Terrace



BF-02 Lvl 3



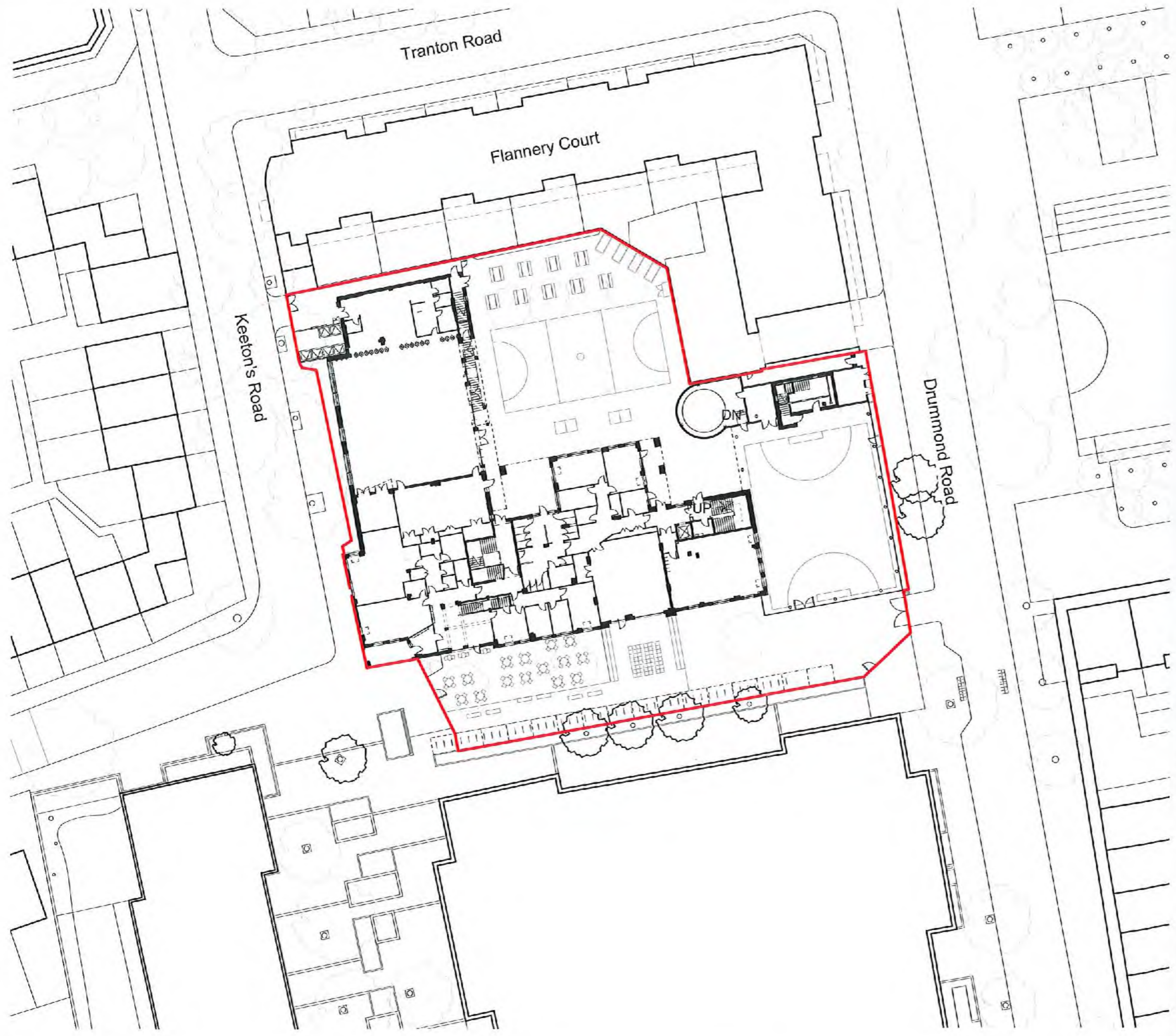
BF-02 Lvl G

Publicly accessible roof terrace

AUTHORISED  
SIGNATORY  
*W. Reed*

*W. Reed*  
*SAL*  
*JF*

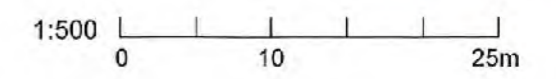




AUTHORISED  
SIGNATORY  
*K. Reed*

Revisions

*JF*  
*SAH*  
*JF*



N  
COTTRELL &  
VERMEULEN  
ARCHITECTURE  
18 Iliffe Street  
London SE17 3LJ  
0207 708 2567  
Do not scale from this drawing  
Confirm all dimensions on site

BER-CVA-BC016-00-DR-A-00000 Rev A

0381 The Bermondsey Project School

Title Plan

Scale: 1:500 Size: A3 Date: 02/12/19



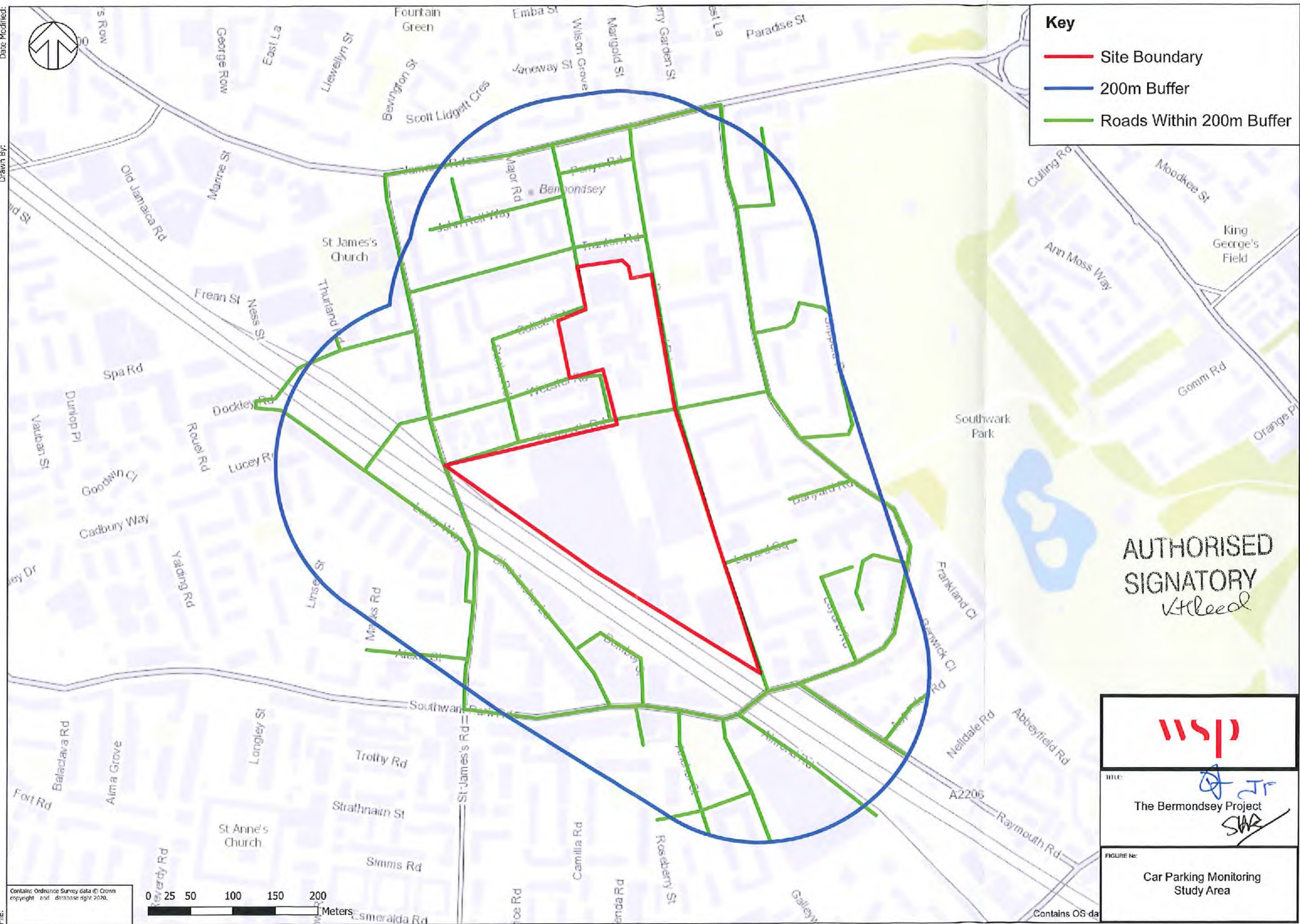
Date Modified:

Drawn By:



**Key**

- Site Boundary
- 200m Buffer
- Roads Within 200m Buffer



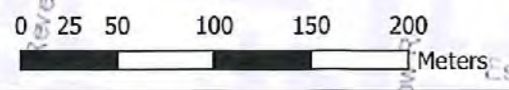
AUTHORISED  
SIGNATORY  
*K. Bleed*

**wsp**

FILE:  
The Bermondsey Project  
*JR*  
*SWR*

FIGURE NO:  
Car Parking Monitoring  
Study Area

Contains Ordnance Survey data © Crown  
copyright and database right 2020.



Contains OS da



# Affordable Housing Blocks



**Buildings Containing Affordable Housing**

**Phase 1**

Building O

Building P

**Phase 2**

Building V

Building U

Building W

**Phase 3**

Building 5

Building 1,2,3,4

AUTHORISED  
SIGNATORY  
*K. Reed*

*[Handwritten initials]*  
*[Handwritten signature]*  
*[Handwritten initials]*

Workspace plots (do not form part of the application)

**SCHEDULE 2**

**Draft Planning Permission**





# GREATER LONDON AUTHORITY

## Good Growth

**Henry Farrar**  
Gerald Eve LLP  
72 Welbeck Street  
London  
W1G 0AY

**GLA ref:** GLA/3776a/06  
**Southwark Council ref:** 17/AP/4088  
**Date:** XXX DRAFT XXX

Dear Mr Farrar,

**Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008**

### **Former Biscuit Factory and Bermondsey Campus**

**GLA reference:** GLA/3776a

**Southwark Council reference:** 17/AP/4088

**Applicant:** Southwark GP Nominee 1 Ltd and Southwark GP Nominee 2 Ltd

### **GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED XXXX**

The Deputy Mayor of London, acting under delegated authority and as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

*"Full planning permission for demolition, alterations and extension of existing buildings and erection of new buildings comprising a mixed-use scheme providing up to 1,418 residential units, up to 3,436 sq.m. (GEA) of flexible Class A1/A3/A4 floorspace, up to 14,666 sq.m. (GEA) of flexible Class B1 floorspace, up to 869 sq.m. (GEA) of flexible Class D1/D2 floorspace and up to 3,311 sq.m. (GEA) of flexible multi-use Class A1/A3/A4/D1 floorspace within retained Block BF-F, a new secondary school, in buildings ranging from 5 to 35 storeys in height as well as the creation of a single storey basement. The development also includes communal amenity space, landscaping, children's playspace, car and cycle parking, installation of plant, new pedestrian, vehicular and servicing routes, the creation of two new pedestrian routes through the Railway Arches and associated works; and,*

*Outline planning permission (with all matters reserved) for the part demolition and part retention of existing buildings and erection of two new buildings comprising a mixed-use scheme, providing up to 130 residential units and up to 780 sq.m. (GEA) of flexible multi-use floorspace (Class A1/A3/A4/D1/Sui Generis), and other associated works."*

At: Tower Bridge Business Complex, 100 Clements Road (aka The Biscuit Factory and Bermondsey Campus Site), Keetons Road, London, SE16 4DG



**Subject to the following planning conditions:**

**Conditions**

**1) Time limit and approved plans:**

**Condition 1 - Expiry of Detailed Works**

The detailed development to which this permission relates must be commenced no later than four years from the date of this permission.

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

**Condition 2 - Approved Plans and documents**

The Detailed Component hereby permitted shall be carried out in accordance with the following approved plans, unless otherwise agreed in writing with the local authority:

<b>1. Site and Phasing Plans</b>	
Site Location Plan	2607-KPF-MPLN-XX-DR-PLN-A-0010_A
Hybrid Application Boundary Plan	2607-KPF-MPLN-XX-DR-PLN-A-0011_C
Phasing Plan – All Phases	2607-KPF-MPLN-XX-DR-PLN-A-0015_A
Phasing Plan - Phase 1	2607-KPF-MPLN-XX-DR-PLN-A-0016_A
Phasing Plan - Phase 2	2607-KPF-MPLN-XX-DR-PLN-A-0017_A
Phasing Plan - Phase 3	2607-KPF-MPLN-XX-DR-PLN-A-0018_A
Site Plan - Demolition	2607-KPF-MPLN-XX-DR-PLN-A-0020_A
Block Plan - Existing	2607-KPF-MPLN-XX-DR-PLN-A-0065_A
Site Basement Plan- Existing	2607-KPF-MPLN-B1-DR-PLN-A-0069_A
Site Ground Floor Plan - Existing	2607-KPF-MPLN-00-DR-PLN-A-0070_A
Level 01 Floor Plan - Existing	2607-KPF-MPLN-01-DR-PLN-A-0071_A
Level 02 Floor Plan - Existing	2607-KPF-MPLN-02-DR-PLN-A-0072_A
Level 03 Floor Plan - Existing	2607-KPF-MPLN-03-DR-PLN-A-0073_A
Level 04 Floor Plan - Existing	2607-KPF-MPLN-04-DR-PLN-A-0074_A
Level 05 Floor Plan - Existing	2607-KPF-MPLN-05-DR-PLN-A-0075_A
Site Elevations - Existing	2607-KPF-MPLN-XX-DR-ELE-A-0080
Site Elevations & Sections – Existing	2607-KPF-MPLN-XX-DR-SEC-A-0081
Proposed Site Basement Plan- Proposed	2607-KPF-MPLN-B1-DR-PLN-A-0099_A
Site Ground Floor Plan - Proposed	2607-KPF-MPLN-00-DR-PLN-A-0100_C
Site Typical Plan - Proposed	2607-KPF-MPLN-XX-DR-PLN-A-0140_C
Site Roof Plan - Proposed	2607-KPF-MPLN-RF-DR-PLN-A-0150_C
<b>2. Plot BC-01- Proposed Building BC-6 Compass School Southwark</b>	
Site Plan Proposed	2607-CVA-BC01-00-DR-PLN-A-0100_C



Ground and First Floor Plans Proposed	2607-CVA-BC01-XX-DR-PLN-A-0101_A
2F/3F Plan as Proposed	2607-CVA-BC01-XX-DR-PLN-A-0102_A
4F/5F Plan as Proposed	2607-CVA-BC01-XX-DR-PLN-A-0103_A
6F/ Roof Plans as Proposed	2607-CVA-BC01-XX-DR-PLN-A-0104_A
Street Elevations as Existing: West, South and East	2607-CVA-BC01-XX-DR-ELE-A-0201
Street Elevations as Proposed West, South and East	2607-CVA-BC01-XX-DR-ELE-A-0301_A
Street Elevations as Proposed West, South and East	2607-CVA-BC01-XX-DR-ELE-A-0302_A
Courtyard Elevations as Proposed	2607-CVA-BC01-XX-DR-ELE-A-0303_A
Sections as Proposed	2607-CVA-BC01-XX-DR-SEC-A-0304_A
Detail Elevation as Proposed: West	2607-CVA-BC01-XX-DR-DET-A-0401_A
Detail Elevation as Proposed: South	2607-CVA-BC01-XX-DR-DET-A-0402_A
Detail Elevation as Proposed: East	2607-CVA-BC01-XX-DR-DET-A-0403_A
<b>3. Plot BC-02- Proposed Building BC-5</b>	
Ground Floor Plan - Proposed	2607-KPF-BC02-00-DR-PLN-A-0100_B
Upper Ground & Level 01-02 Floor Plan - Proposed	2607-KPF-BC02-XX-DR-PLN-A-0101_B
Level 03 & 04 Floor Plan – Proposed	2607-KPF-BC02-XX-DR-PLN-A-0103_B
Roof Level & Upper Roof Plan - Proposed	2607-KPF-BC02-RF-DR-PLN-A-0105_A
Northwest & Southeast Elevations - Proposed	2607-KPF-BC02-XX-DR-ELE-A-0201_A
Keeton's Road & Southwest Elevations - Proposed	2607-KPF-BC02-XX-DR-ELE-A-0202_A
North-South & East-West Sections - Proposed	2607-KPF-BC02-XX-DR-SEC-A-0250_A
Part Section & Elevation Details - Proposed	2607-KPF-BC02-XX-DR-DET-A-0301_A
<b>4. Plot BC-03 – Proposed Building BC 1234</b>	
Ground Floor Plan - Proposed	2607-KPF-BC03-00-DR-PLN-A-0100_D
Upper Ground Floor Plan - Proposed	2607-KPF-BC03-0M-DR-PLN-A-0101_B
Level 01 Floor Plan - Proposed	2607-KPF-BC03-01-DR-PLN-A-0102_B
Level 02 Floor Plan - Proposed	2607-KPF-BC03-02-DR-PLN-A-0103_B
Level 03 Floor Plan - Proposed	2607-KPF-BC03-03-DR-PLN-A-0104_B
Level 04 Floor Plan - Proposed	2607-KPF-BC03-04-DR-PLN-A-0105_A
Level 05 Floor Plan - Proposed	2607-KPF-BC03-05-DR-PLN-A-0106_B



Level 06 Floor Plan - Proposed	2607-KPF-BC03-06-DR-PLN-A-0107_B
Level 07 Floor Plan - Proposed	2607-KPF-BC03-07-DR-PLN-A-0108
Level 08 Floor Plan - Proposed	2607-KPF-BC03-08-DR-PLN-A-0109
Level 09 Floor Plan – Proposed	2607-KPF-BC03-09-DR-PLN-A-0110
Roof Plan - Proposed	2607-KPF-BC03-RF-DR-PLN-A-0111_A
East Elevation - Proposed	2607-KPF-BC03-XX-DR-ELE-A-0201_B
West Elevation - Proposed	2607-KPF-BC03-XX-DR-ELE-A-0202_B
South Elevation - Proposed	2607-KPF-BC03-XX-DR-ELE-A-0203_B
North Elevation - Proposed	2607-KPF-BC03-XX-DR-ELE-A-0204_B
West Internal Elevation - Proposed	2607-KPF-BC03-XX-DR-ELE-A-0205_B
East Internal Elevation - Proposed	2607-KPF-BC03-XX-DR-ELE-A-0206_B
East-West Section - Proposed	2607-KPF-BC03-XX-DR-SEC-A-0250_A
North-South Section - Proposed	2607-KPF-BC03-XX-DR-SEC-A-0251_B
Part & Section Elevation Details - Proposed	2607-KPF-BC03-XX-DR-DET-A-0301_B
<b>5. Plot BF-01 – Proposed Building BF-D&amp;E</b>	
Ground Floor Plan - Proposed	2607-KPF-BF01-00-DR-PLN-A-0100_B
Mezzanine Plan - Proposed	2607-KPF-BF01-0M-DR-PLN-A-0101
Level 01 Plan - Proposed	2607-KPF-BF01-01-DR-PLN-A-0102_A
Level 02 Plan - Proposed	2607-KPF-BF01-02-DR-PLN-A-0103_A
Level 03 Plan - Proposed	2607-KPF-BF01-03-DR-PLN-A-0104_B
Level 04-07 Plan - Proposed	2607-KPF-BF01-04-DR-PLN-A-0105_B
Level 08-10 Plan - Proposed	2608-KPF-BF01-08-DR-PLN-A-0109
Level 11 Plan - Proposed	2607-KPF-BF01-11-DR-PLN-A-0112
Level 12-18 Plan - Proposed	2607-KPF-BF01-12-DR-PLN-A-0113_A
Roof Level Plan - Proposed	2607-KPF-BF01-19-DR-PLN-A-0120
Upper Roof Level Plan - Proposed	2607-KPF-BF01-RF-DR-PLN-A-0121
Southwest Elevation - Proposed	2607-KPF-BF01-XX-DR-ELE-A-0201_B
Clements Road Elevation - Proposed	2607-KPF-BF01-XX-DR-ELE-A-0202_B
Southeast & North-east Elevations - Proposed	2607-KPF-BF01-XX-DR-ELE-A-0203_C
Internal Elevations - Proposed	2607-KPF-BF01-XX-DR-ELE-A-0204_B
Southwest Section - Proposed	2607-KPF-BF01-XX-DR-SEC-A-0250_A
Northwest Section - Proposed	2607-KPF-BF01-XX-DR-SEC-A-0251_A
Part & Section Elevation Details	2607-KPF-BF01-XX-DR-DET-A-0301_B
<b>6. Plot BF-02 – Proposed Building BF-F</b>	



Ground Floor Plan - Proposed	2607-KPF-BF02-00-DR-PLN-A-0100_B
Mezzanine Plan - Proposed	2607-KPF-BF02-0M-DR-PLN-A-0101_A
Level 01 Floor Plan – Proposed	2607-KPF-BF02-01-DR-PLN-A-0102_A
Level 02 Floor Plan - Proposed	2607-KPF-BF02-02-DR-PLN-A-0103_B
Level 03 Floor Plan - Proposed	2607-KPF-BF02-03-DR-PLN-A-0104_B
Level 04 Floor Plan – Proposed	2607-KPF-BF02-04-DR-PLN-A-0105_B
Level 05 Floor Plan – Proposed	2607-KPF-BF02-05-DR-PLN-A-0106_B
Level 06 Floor Plan - Proposed	2607-KPF-BF02-06-DR-PLN-A-0107_B
Level 07 Floor Plan - Proposed	2607-KPF-BF02-07-DR-PLN-A-0108_B
Level 08 Floor Plan - Proposed	2607-KPF-BF02-08-DR-PLN-A-0109_A
Roof Plan Level - Proposed	2607-KPF-BF02-09-DR-PLN-A-0110_A
Upper Roof Level Plan - Proposed	2607-KPF-BF02-RF-DR-PLN-A-0111
Southeast Elevation - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0201_A
Southwest Elevation - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0202_A
Clements Road Elevation - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0203_B
Northeast Elevation - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0204_A
Courtyard Elevations 1 - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0205_A
Courtyard Elevation 2 - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0206_B
Lightwell Elevations - Proposed	2607-KPF-BF02-XX-DR-ELE-A-0207_A
North-South Section - Proposed	2607-KPF-BF02-XX-DR-SEC-A-0250_A
East-West Section - Proposed	2607-KPF-BF02-XX-DR-SEC-A-0251_A
Part & Section Elevation Details - Proposed	2607-KPF-BF02-XX-DR-DET-A-0301_A
<b>7. Plot BF-03 – Proposed Buildings BF-OQ and P</b>	
Ground Floor Plan - Proposed	2607-KPF-BF03-00-DR-PLN-A-0100_C
Mezzanine Floor Plan - Proposed	2607-KPF-BF03-0M-DR-PLN-A-0121
Level 01-L05 Floor Plan - Proposed	2607-KPF-BF03-01-DR-PLN-A-0101_B
Level 06 Plan - Proposed	2607-KPF-BF03-06-DR-PLN-A-0106_C
Level 07 Plan - Proposed	2607-KPF-BF03-07-DR-PLN-A-0107_C
Level 08 Plan - Proposed	2607-KPF-BF03-08-DR-PLN-A-0108_C
Level 09-12 Floor Plan - Proposed	2607-KPF-BF03-09-DR-PLN-A-0109_C
Roof Level Plan - Proposed	2607-KPF-BF03-13-DR-PLN-A-0113_C
BF-OQ - Southeast Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0201_B
BF-Q - Southwest Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0202_C



BF-OQ - Northwest Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0203_C
BF-O - Northeast Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0204_B
BF-Q - Northeast Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0205_C
BF-O - Southwest Elevation- Proposed	2607-KPF-BF03-XX-DR-ELE-A-0206_B
BF-P Southeast Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0207_C
BF-P - Southwest Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0208_B
BF-P - Northwest Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0209_C
BF-P - Northeast Elevation - Proposed	2607-KPF-BF03-XX-DR-ELE-A-0210_B
BF-P - Northeast Elevation – Proposed	2607-KPF-BF03-XX-DR-ELE-A-0211_B
BF-O&Q - Eastwest Section - Proposed	2607-KPF-BF03-XX-DR-SEC-A-0250_B
BF-P - Eastwest Section - Proposed	2607-KPF-BF03-XX-DR-SEC-A-0251_C
Part Section & Elevation Details	2607-KPF-BF03-XX-DR-DET-A-0301_B
<b>8. Plot BF-04 – Proposed Building BF-RST</b>	
Basement Plan - Proposed	2607-KPF-BF04-B1-DR-PLN-A-0099_A
Ground Floor Plan - Proposed	2607-KPF-BF04-00-DR-PLN-A-0100_B
Mezzanine Floor Plan - Proposed	2607-KPF-BF04-0M-DR-PLN-A-0101_A
Level 01 Floor Plan - Proposed	2607-KPF-BF04-01-DR-PLN-A-0102_C
L02-03 Floor Plan - Proposed	2607-KPF-BF04-02-DR-PLN-A-0103_C
L04 Floor Plan - Proposed	2607-KPF-BF04-04-DR-PLN-A-0105_C
L05 Floor Plan - Proposed	2607-KPF-BF04-05-DR-PLN-A-0106_C
L06-08 Floor Plan - Proposed	2607-KPF-BF04-06-DR-PLN-A-0107_C
L09 Floor Plan - Proposed	2607-KPF-BF04-09-DR-PLN-A-0110_C
L10-16 Floor Plan - Proposed	2607-KPF-BF04-10-DR-PLN-A-0111_C
L17 Floor Plan - Proposed	2607-KPF-BF04-17-DR-PLN-A-0118_C
L18 Floor Plan - Proposed	2607-KPF-BF04-18-DR-PLN-A-0119_C
L19 Floor Plan - Proposed	2607-KPF-BF04-19-DR-PLN-A-0120_C
L20 Floor Plan - Proposed	2607-KPF-MPLN-20-DR-PLN-A-0121_C
L21 Floor Plan - Proposed	2607-KPF-BF04-21-DR-PLN-A-0122_C
L22 Floor Plan - Proposed	2607-KPF-BF04-22-DR-PLN-A-0123_C
L23 Floor Plan - Proposed	2608-KPF-BF05-23-DR-PLN-A-0124_C
L24 Floor Plan - Proposed	2607-KPF-BF04-24-DR-PLN-A-0125_C
L25 Floor Plan - Proposed	2608-KPF-BF04-25-DR-PLN-A-0126_C



L26 Floor Plan - Proposed	2607-KPF-BF04-26-DR-PLN-A-0127_C
L27 Floor Plan - Proposed	2607-KPF-BF04-27-DR-PLN-A-0128_B
L28 Floor Plan - Proposed	2607-KPF-BF04-28-DR-PLN-A-0129
L29 Floor Plan - Proposed	2607-KPF-BF04-29-DR-PLN-A-0130
L30 Floor Plan - Proposed	2607-KPF-BF04-30-DR-PLN-A-0131
L31 Floor Plan - Proposed	2607-KPF-BF04-31-DR-PLN-A-0132
L32 Floor Plan - Proposed	2607-KPF-BF04-32-DR-PLN-A-0133
L33 Floor Plan - Proposed	2607-KPF-BF04-33-DR-PLN-A-0134
L34 Floor Plan - Proposed	2607-KPF-BF04-34-DR-PLN-A-0135
Roof Plan - Proposed	2607-KPF-BF04-RF-DR-PLN-A-0136
Southwest Elevation and Courtyard - Proposed	2607-KPF-BF04-XX-DR-ELE-A-0201_C
Northwest Elevation and Courtyard - Proposed	2607-KPF-BF04-XX-DR-ELE-A-0202_C
Northeast Elevation and Courtyard - Proposed	2607-KPF-BF04-XX-DR-ELE-A-0203_C
Southeast Elevation and Courtyard - Proposed	2607-KPF-BF04-XX-DR-ELE-A-0204_C
Internal Courtyard Elevations - Proposed	2607-KPF-BF04-XX-DR-ELE-A-0205
North-South Section	2597-KPF-BF04-XX-DR-SEC-A-0250_A
East-West Section	2607-KPF-BF04-XX-DR-SEC-A-0251_A
Part Section & Elevation Details	2607-KPF-BF04-XX-DR-DET-A-0301_C
<b>10. Plot BF-07 Proposed Building BF-W</b>	
Ground Floor Plan - Proposed	2607-KPF-BF07-00-DR-PLN-A-0100_C
Mezzanine & L01 Floor Plans - Proposed	2607-KPF-BF07-XX-DR-PLN-A-0101_C
L02-04 & L05-14 & L15 Floor Plans - Proposed	2607-KPF-BF07-XX-DR-PLN-A-0103_B
Roof Level & Upper Roof Plan - Proposed	2607-KPF-BF07-RF-DR-PLN-A-0113_B
Southwest Elevation - Proposed	2607-KPF-BF07-XX-DR-ELE-A-0201_B
North & Northwest Elevations - Proposed	2607-KPF-BF07-XX-DR-ELE-A-0202_B
Northeast & Southeast Elevations - Proposed	2607-KPF-BF07-XX-DR-ELE-A-0203_B
North-South Section - Proposed	2607-KPF-BF07-XX-DR-SEC-A-0250_B
East-West Section - Proposed	2607-KPF-BF07-XX-DR-SEC-A-0251_B
Part Section & Elevation Details - Proposed	2607-KPF-BF07-XX-DR-DET-A-0301_B
<b>11. Landscape General Arrangement Plans</b>	

General Arrangement Key Plan	LA-DR-100-P05
General Arrangement Plan	LA-DR-101-P05
General Arrangement Plan	LA-DR-102-P05
General Arrangement Plan	LA-DR-103-P05
General Arrangement Plan	LA-DR-104-P05
General Arrangement Plan	LA-DR-105-P05
General Arrangement Plan	LA-DR-106-P05
General Arrangement Plan	LA-DR-107-P05
General Arrangement Plan	LA-DR-108-P05
General Arrangement Plan	LA-DR-109-P05
General Arrangement Plan	LA-DR-110-P05
General Arrangement Plan	LA-DR-111-P05
<b>12. Supporting Documents</b>	
Planning Statement (October 2017)	
Planning Statement Addendum (September 2019)	
Design and Access Statement Volume 1 & 2 (September 2019)	
Environmental Statement Volume 1 (Main Text) (October 2017)	
Environmental Statement Volume 1 Addendum (Main Text) (September 2019)	
Environmental Statement Volume 2 (Townscape, Visual, and Built Heritage Assessment) (September 2019)	
Environmental Statement Volume 3a Addendum (Technical Appendices) (October 2017)	
Environmental Statement Volume 3a Addendum (Technical Appendices) (September 2019)	
Environmental Statement Volume 3b (Transport Assessment) (October 2017)	
Environmental Statement Volume 3b (Transport Assessment Addendum) (September 2019)	
Environmental Statement Non-Technical Summary (September 2019)	
Transport Assessment (October 2017)	
Transport Assessment Addendum (September 2019)	
Financial Viability Assessment (September 2019)	
Affordable Housing Statement (September 2019)	
Energy Assessment (including Overheating Report) (October 2017)	
Energy Assessment Addendum (including Overheating Report) (September 2019)	
Sustainability Statement (October 2017)	
Sustainability Statement Addendum (September 2019)	
Internal Daylight, Sunlight and Overshadowing Assessment (October 2017)	
Internal Daylight, Sunlight and Overshadowing Assessment Addendum (September 2019)	



Daylight and Sunlight Assessment (October 2017)
Daylight and Sunlight Assessment Addendum (September 2019)
Retail and Leisure Assessment (October 2017)
Retail and Leisure Assessment (September 2019)
Health Impact Assessment (October 2017)
Equalities Statement (October 2017)
Equalities Statement Addendum (September 2019)
Acoustic Report (October 2017)
Acoustic Report Addendum (September 2019)
Utilities Statement (October 2017)
Utilities Statement Addendum (September 2019)
Waste Management Strategy (October 2017)
Draft Construction Management Plan (October 2017)
Draft Construction Management Plan Addendum (September 2019)
Arboricultural Impact Assessment (June 2018)
Arboricultural Impact Assessment Addendum (September 2019)
Statement of Community Involvement (October 2017)
Statement of Community Involvement Addendum (January 2020)
Structural Impact Assessment (October 2017)
Structural Impact Assessment Addendum (September 2019)
Basement Impact Assessment (October 2017)
Local Legacy Strategy (October 2017)
Fire Strategy Summary Report (February 2020)

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

**Condition 3 - Reserved Matters to be Submitted**

Details of scale, access, appearance, layout, and landscaping, (hereinafter called "the reserved matters") for the part of the site identified within the green outline on Drawing A-0011 Revision C (Hybrid Application Boundary Plan) as forming the outline component of the application shall be submitted to and approved in writing by the Local Planning Authority before any development within the Outline Component begins and the development shall be carried out as approved.

*Reason - The part of the application is in outline only, and these details remain to be submitted and approved.*

**Condition 4 - Compliance with Approved Plans and Documents**

Applications for reserved matters must be developed in accordance with the following drawings and documents:



<b>Parameter Plans - Proposed Buildings BF-U and BF-V</b>	
Development Building Zones	2607-KPF-BF06-XX-DR-PLN-A-0012_B
Horizontal Limits	2607-KPF-BF06-XX-DR-PLN-A-0013_B
Vertical Limits	2607-KPF-BF06-XX-DR-PLN-A-0014_B
Access Arrangements	2607-KPF-BF06-XX-DR-PLN-A-0015_B
Landscape & Public Realm	2607-KPF-BF06-XX-DR-PLN-A-0016_B
Land Uses at Ground Floor Proposed	2607-KPF-BF06-XX-DR-PLN-A-0017_B
Land Uses Above Ground Proposed	2607-KPF-BF06-XX-DR-PLN-A-0018_B
Canopy	2607-KPF-BF06-XX-DR-PLN-A-0019_B.

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

**Condition 5 - Timing of Reserved Matters Submission**

Applications for approval of the reserved matters must be made to the Local Planning authority before or on seven years from the date of the outline permission.

*Reason - To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).*

**Condition 6 - Expiry of Reserved Matters Commencement**

Development of the Outline Component to which this permission relates must be begun not later than the expiration of three years from the approval of the final reserved matter(s), unless otherwise agreed.

*Reason - To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).*

**2) Pre-commencement Conditions:**

**Condition 7 – School Phasing**

Before any work or demolition hereby authorised begins within Phase 1 of the development, a School Phasing Plan shall be submitted to and approved in writing by the Local Planning Authority, demonstrating the continuity of the school operation during the demolition and construction phase. The development shall be implemented/occupied in accordance with the approved plan(s).

*Reason - To protect and maintain the learning environment throughout the demolition and construction phases, in accordance with in accordance with London Plan Policies 3.16 and 3.18 and saved Policies 2.2 and 2.4 of the Southwark Plan.*

**Condition 8 – Demolition and Construction Environmental Management Plan**

- (a) No demolition shall take place for a Phase or Building of the development until a written Demolition Environmental Management Plan (DEMP) for the relevant Phase or Building has been submitted and approved in writing by the Local Planning Authority.
- (b) No development (excluding demolition, site clearance, groundworks, ground investigations) shall take place in a Phase or Building of the development, until a written construction environmental management plan (CEMP) for the relevant Phase or Building has been submitted and approved in writing by the Local Planning Authority.



The DEMP and CEMP for any relevant Building or Phase shall oblige the applicant, developer and contractors to commit to current best practice with regard to site management and to use all best endeavours to minimise off site impacts and to maintain safety of all public highway users. A copy of the DEMP and CEMP (as applicable) shall be available on site at all times and shall include the following information:

- A detailed specification of demolition and construction works (as applicable) at the relevant Phase or Building of development including consideration of all environmental impacts and the identified remedial measures, including continuous monitoring of noise and airborne particulates;
- Engineering measures to eliminate or mitigate identified environmental impacts e.g. acoustic screening, sound insulation, dust control, emission reduction, location of specific activities on site, etc.;
- Arrangements for direct responsive contact for nearby occupiers with the site management during demolition and/or construction (signage on hoardings, newsletters, resident's liaison meetings);
- A commitment to adopt and implement the ICE Demolition Protocol and Considerate Contractor Scheme;
- vehicular accesses, a commitment to use FORS silver (minimum) or similar registered haulage contractors and a commitment to use haulage contractors whose heavy vehicles meet Direct Vision Standard 2-star rating as a minimum.

To follow current best construction practice, including the following:

- Southwark Council's Technical Guide for Demolition & Construction 2016, available from <http://southwark.gov.uk/air-quality/the-main-causes-of-air-pollution>
- S61 of Control of Pollution Act 1974,
- The London Mayors Supplementary Planning Guidance 'The Control of Dust and Emissions During Construction and Demolition',
- The Institute of Air Quality Management's 'Guidance on the Assessment of Dust from Demolition and Construction' and 'Guidance on Air Quality Monitoring in the Vicinity of Demolition and Construction Sites',
- BS 5228-1:2009+A1:2014 'Code of practice for noise and vibration control on construction and open sites',
- BS 7385-2:1993 Evaluation and measurement for vibration in buildings.
- Guide to damage levels from ground borne vibration, BS 6472-1:2008 'Guide to evaluation of human exposure to vibration in buildings – vibration sources other than blasting,
- Greater London Authority requirements for Non-Road Mobile Machinery, see: <http://nrmm.london/>, Relevant CIRIA and BRE practice notes.
- Transport for London's Construction Logistics Plan Guidance, available from <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/freight>

All demolition and construction work shall then be undertaken in strict accordance with the plan and relevant codes of practice, unless otherwise agreed in writing by the Local Planning Authority.

*Reason - To ensure that occupiers of neighbouring premises and the wider environment do not suffer a loss of amenity by reason of unnecessary pollution or nuisance, and safety of users of the public highway is maintained, in accordance with London Plan Policies 6.1, 6.3 and 6.14, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.*

### **Condition 9 - Land Contamination, Verification Report**

- (a) Prior to the commencement of any development (excluding above-ground demolition) for a Phase or Building, a site investigation and risk assessment shall be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site, and be submitted to the Local Planning Authority for approval
- i. The Phase 1 report (desk study, site categorisation, sampling strategy etc) shall be submitted to the Local Planning Authority for approval before the commencement of any investigations.
  - ii. Any subsequent Phase 2 activities (site investigation and risk assessment) shall be conducted in accordance with any approved scheme and submitted to the Local Planning Authority for approval prior to the commencement of any remediation that might be required.
- (b) In the event that contamination is present, a detailed remediation strategy to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority for approval in writing. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme (if one is required) shall be carried out in accordance with its terms as part of the development . The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.
- (c) Following the completion of the works and measures identified in the approved remediation strategy, a verification report providing evidence that all works required by the remediation strategy have been completed shall be submitted to and approved in writing by the Local Planning Authority.
- (d) In the event that potential contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing, in accordance with a-c above.

*Reason* - 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 off-site receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13' High environmental standards' of the Core Strategy (2011), policy 5.21 of the London Plan and the National Planning Policy Framework 2019.

### **Condition 10 - Archaeology Building Recording**

No development shall take place within any Phase or Building of the development, including demolition, until the applicant has secured the implementation of a programme of archaeological building recording for that Phase or Building in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.



*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 London Plan Policy 7.8, Strategic Policy 12 of the Southwark Core Strategy and saved Southwark 3.19 of the Southwark Plan.*

**Condition 11 - Archaeological Foundation Design**

Before any work hereby authorised begins within any Phase or Building of the development, excluding demolition, a detailed scheme showing the complete scope and arrangement of the foundation design and all ground works for that relevant Phase or Building 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 - In order that details of the foundations, ground works and all below ground impacts of the proposed development are detailed and accord with the programme of archaeological mitigation works to ensure the preservation of archaeological remains by record and in situ in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, London Plan Policy 7.8, Strategic Policy 12 of the Southwark Core Strategy and saved Policy 3.19 of the Southwark Plan.*

**Condition 12 - Archaeological Evaluation**

Before any work hereby authorised begins within each Phase or Building of development, excluding above-ground demolition, the applicant shall secure the implementation of a programme of archaeological evaluation works for that Phase or Building in accordance with a written scheme of investigation to be submitted to and approved in writing by the Local Planning Authority.

*Reason - In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Chapter 12, paragraph 141 of the National Planning Policy Framework, London Plan Policy 7.8, Strategic Policy 12 of the Southwark Core Strategy and saved Policy 3.19 of the Southwark Plan.*

**Condition 13 - Archaeological Mitigation**

Before any work hereby authorised begins within each Phase or Building of development, excluding demolition, the applicant shall submit a written scheme of investigation for a programme of archaeological recording for that Phase or Building, which shall be approved in writing by the Local Planning Authority and implemented and shall not be carried out other than in accordance with any such approval given.

*Reason - In order that the details of the programme of archaeological excavation and 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 Chapter 12, paragraph 141 of the National Planning Policy Framework, London Plan Policy 7.8, Strategic Policy 12 of the Southwark Core Strategy 2011 and saved Policy 3.19 of the Southwark Plan.*

**Condition 14 - Surface Water Drainage Strategy**

No Phase or Building of the development (with the exception for ground investigations, groundworks, demolition and site clearance) shall be commenced until a detailed surface water drainage scheme for that Phase or Building based on Sustainable Urban Drainage Systems (SUDS) and including a finalised drainage layout plan that details pipe levels, diameters, asset locations and long and cross sections of each SUDS element, has been submitted to and approved in writing by the relevant Local Planning Authority. No drainage systems for the infiltration of surface water drainage into the ground are 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 controlled waters. The drainage strategy shall include a restriction in run-off to greenfield discharge rates along with details of surface water storage on site. The scheme shall subsequently be implemented in accordance with the approved details before the development in the relevant Phase or Building is occupied.

*Reason - SUDS must be identified prior to the commencement of development to prevent flooding, improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system, in accordance with London Plan Policy 5.14., Strategic Policy 13 of the Southwark Core Strategy, saved Policy 3.9 of the Southwark Plan and the Sustainable Design and Construction SPD (2009).*

#### **Condition 15 - Foundations, Piling and Ground Structures**

Construction of any ground floor structures, foundations, basement or any other below ground structure including piling or ground improvements for Buildings BC-1234 and BC-5, shall not commence within each relevant Building until detailed design and piling method statements have been submitted to, and approved in writing, by the Local Planning Authority in consultation with Bazalgette Tunnel Limited and Thames Water. The submitted details shall demonstrate how the relevant Buildings:

- (a) accommodate the proposed location of the Thames Tideway Tunnel structures, shafts and tunnels; and,
- (b) accommodate ground movement arising from the construction of the Thames Tideway Tunnel.

The method statements to be submitted under this condition shall include arrangements to ensure that, for any period when construction of the relevant Buildings hereby permitted, and construction of the Thames Tideway Tunnel infrastructure are concurrent:

- (a) the construction of the Thames Tideway Tunnel infrastructure will not be impeded
- (b) the relevant Buildings will be undertaken in accordance with the design statements and method statements approved by the local planning authority who will consult with Bazalgette Tunnel Limited regarding their acceptability.

*Reason - To protect the underground water utility infrastructure, including the Thames Tideway Tunnel in accordance with London Plan Policy 5.14.*

#### **Condition 16 - Construction Logistics and Management Plan**

Prior to the commencement of each relevant Phase or Building (excluding demolition, site clearance, groundworks, ground investigations), a detailed Construction Logistics and Management Plan (CLMP) shall be submitted and approved in writing by the Local Planning Authority. The CLMP should include measures to dissuade construction workers from parking in the vicinity of the development and use active and sustainable modes of travel; and measures at each Phase of development to ensure pedestrian and cyclist safety and personal security and efficient movement via a step free route(s). It should identify measures to be undertaken during construction, including consolidation of trips and secure, off-street loading and drop-off facilities

The CLMP shall in all respects be implemented for each relevant Phase or Building of development in accordance with the details approved pursuant to this condition.

*Reason - In order to safeguard residential amenity; pedestrian, cyclist and traffic safety; and to minimise the impact of the works on the adjacent railway line, Station and on the public*



highway and users thereof; to ensure compliance with Policy 6.3, 7.14 and 7.15 of the London Plan (2016) and Strategic Policy 2 of the Southwark Core Strategy.

#### **Condition 17 - Demolition and Construction Waste Management Plan**

- (a) No groundworks or demolition associated with a Phase or Building of the development hereby permitted shall be commenced until a Demolition Waste Management Plan for that Phase or Building has been submitted to and approved in writing by the Local Planning Authority for each relevant Phase or Building.
- (b) No construction works associated with a Phase or Building of the development hereby permitted shall be commenced until Construction Waste Management Plan for that Phase or Building has been submitted to and approved in writing by the Local Planning Authority for each relevant Phase or Building.

The Demolition and Construction Waste Management Plans shall include full details of the following:

- (a) Identification of the likely types and quantities of demolition and construction waste likely to be generated (including waste acceptance criteria testing to assist in confirming appropriate waste disposal options for any contaminated materials);
- (b) Identification of waste management options in consideration of the waste hierarchy, on and offsite options, and the arrangements for identifying and managing any hazardous wastes produced;
- (c) A plan for efficient materials and waste handling taking into account constraints imposed by the application site;
- (d) Targets for the diversion of waste from landfill;
- (e) Identification of waste management sites and contractors for all wastes, ensuring that contracts are in place and emphasising compliance with legal responsibilities;
- (f) Details of transportation arrangements for the removal of waste from the site and
- (g) A commitment to undertaking waste audits to monitor the amount and type of waste generated and to determine if the targets set out in the SWMP have been achieved.

The demolition and construction operations associated with each Phase of the development hereby permitted shall be carried out in accordance with the approved Demolition and Construction Waste Management Plan for that Phase.

*Reason* - To encourage the re-use and recycling materials, in accordance with Policy 5.18 of the London Plan (2016), Strategic Policy 13 of the Core Strategy 2011 and Saved Policy 3.7 ' of The Southwark Plan 2007.

#### **3) Prior to the commencement of Superstructure:**

##### **Condition 18 - Wind mitigation measures**

Prior to the commencement of Superstructure works for each relevant Phase or Building, details of wind mitigation measures shall be submitted to and approved in writing by the Local Planning Authority for that Phase or Building. The wind mitigation measures shall be implemented in accordance with the approved details within the Design and Access Statement – Volume III Addendum Plot A1 (October 2018) and Pedestrian Level Wind



Microclimate Assessment in the Environmental Statement Addendum (October 2018), and must be completed prior to the first occupation of the relevant Phase/Building

*Reason - In order to ensure that the roof terraces provide a useable, high quality amenity for residents of the building in accordance with London Plan Policy 7.6, Strategic Policy 12 of the Southwark Core Strategy and saved Policies 3.12 and 4.2 of the Southwark Plan.*

**Condition 19 - Water Efficiency**

(a) All dwellings shall be constructed in order to achieve the following requirements:

- i. a minimum 35% improvement in the Dwelling Emission Rate over the Target Emission Rate as defined in Part L1A of the 2013 Building Regulations (utilising SAP 2012 Carbon Factors);
- ii. and a reduction in potable water demand to a maximum of 105 litres per person per day.

(b) Prior to the commencement of Superstructure works of the relevant Phase or Building of the development a Design Stage Standard Assessment Procedure (SAP) Assessment and Water Efficiency calculations, prepared by suitably qualified assessors, shall have been submitted to and approved in writing by the local planning authority to demonstrate that the detailed design of each dwelling is in compliance with part (a).

(c) The development shall be carried out including the measures to achieve compliance with part (a) as approved under part (b).

(d) Within 3 months of occupation of any of the residential units hereby approved (unless an extension is agreed in writing with the Local Planning Authority), an As Built SAP Assessment and post-construction stage Water Efficiency Calculations, prepared by suitably qualified assessors, shall be submitted to the Local Planning Authority for approval in writing to demonstrate full compliance with part (a) for each unit.

*Reason - To comply with London Plan Policies 5.1, 5.2, 5.3, 5.7, 5.15 and Strategic Policy 13 of the Southwark Core Strategy.*

**Condition 20 - Internal Noise Levels within residential Units**

(a) Prior to the commencement of Superstructure works of a Phase or Building of the development commencing, a detailed scheme of noise attenuation measures for that Phase or Building shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall, in line with the Environmental Statement and Addendum to the Acoustics report (September 2019), ensure that internal noise levels within habitable rooms of all residential units within the development shall achieve the following targets:

- Bedrooms (23:00-07:00 hrs) - 30dB LAeq 8hour
- Bedrooms (23:00-07:00 hrs) - 45dB LAFmax 5min (value should not be exceeded more than 10 times a night)
- Bedrooms (07:00-23:00 hrs) - 35dB LAeq 16hour
- Living Rooms (07:00-23:00 hrs) - 35dB LAeq 16hour
- Dining rooms (07:00-23:00 hrs) - 40dB LAeq 16hour

The scheme shall specify the detailed design and construction measures to reduce noise intrusion into residential units including the specification of acoustic double glazing,

balconies balustrades, Mechanical Ventilation Heat Recovery (MVHR) systems and sound insulation.

The sound insulation mitigation measures as approved under this condition shall be implemented in their entirety in accordance with the approved details prior to the first occupation of residential units or any non-residential ground floor use and retained thereafter in working order for the duration of the use and occupation of the development.

- (b) Following completion of each Building and prior to occupation, a validation test shall be carried out on an agreed representative sample on the worst affected facades, and the results of this testing shall be submitted to the Local Planning Authority for approval in writing.

*Reason - To avoid unacceptable adverse noise impacts on health or quality of life, in accordance with London Plan Policy 7.15, Strategic Policy 13 of the Southwark Core Strategy and saved Policies 3.2, 4.2 of the Southwark Plan.*

#### **Condition 21 - Mechanical Ventilation Heat Recovery System**

Prior to the commencement of the Mechanical Heat Recovery (MVHR) installation for a Phase or Building of the development, a detailed scheme for the proposed MVHR system for that Phase or Building shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall specify:

- (a) air intake locations and demonstrate that they shall be in areas which are not expected to exceed UK air quality objective limits for levels of NO<sub>2</sub> concentration (40 µg/m<sup>3</sup>) and are not proposed close to any chimney/boiler flues.
- (b) measures to prevent summer overheating and minimise energy usage, including details of thermal control (cooling) within individual residential units.
- (c) details of mechanical purge ventilation function (for removing internally generated pollutants within residential units).
- (d) details of the overall efficiency of the system which shall at least meet the details set out in the energy strategy.
- (e) detailed management plan for the Mechanical Ventilation Heat Recovery system (MVHR) covering maintenance and cleaning, management responsibilities and a response plan in the event of system failures or complaints.

The approved MVHRS for each Phase or Building shall then be fully implemented prior to the occupation or use of the relevant Phase or Building and retained permanently thereafter in working order for the duration of the use and occupation of the development, in accordance with the approved details.

*Reason - To ensure an acceptable standard of residential amenity is provided in terms of air quality and overheating, in accordance with London Plan Policies 7.14 and 5.9, Strategic Policies 12 and 13 of the Southwark Core Strategy and saved Policies 3.2 and 4.2 of the Southwark Plan.*

#### **Condition 22 - Protection from Vibration and re-radiated noise**

Prior to the Superstructure works commencing for Building BF-W, a detailed scheme for vibration and re-radiation noise mitigation for that Building shall be submitted to and approved in writing by the Local Planning Authority. Building BF-W must be designed to ensure that habitable rooms in the residential element of Building BF-W are not exposed to



vibration dose values in excess of 0.13 m/s during the night-time period of 23.00 – 07.00hrs or re-radiated noise in excess of 35dB LASmax.

*Reason - To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess vibration from transportation sources in accordance with London Plan Policy 6.1, Strategic Policy 13 of the Southwark Core Strategy and saved Policy 3.2 of the Southwark Plan.*

**Condition 23 - Operational waste management and recycling strategy**

Prior to the Superstructure works commencing for each Phase or Building of development, a waste and recycling strategy for that Phase or Building shall be submitted to and approved in writing by the Local Planning Authority. This shall set out the location, design and accessibility of refuse and recycling stores, details of the separation and collection of waste, storage of bulky waste and any chute systems or waste compactors. The waste and recycling strategy shall be implemented as approved, unless otherwise agreed in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved details, the waste management facilities made available for use prior to the first occupation of the relevant Phase or Building, and managed and operated in accordance with the approved strategy in perpetuity.

*Reason - To ensure adequate refuse storage is provided on site and can be readily collected, in accordance with London Plan Policy 5.15, Strategic Policy 13 of the Southwark Core Strategy and saved Policies 3.2 and 3.7 of the Southwark Plan.*

**Condition 24 - External Materials and Sample Panels**

Prior to commencement of Superstructure works for each relevant Phase or Building, sample panels (no less than 1 metre x 1 metre) of all external facing materials to be used in the construction of the building(s) within an individual Building of each Phase shall be presented on site (or an alternative location agreed with the local planning authority) and a detailed schedule of such materials submitted to the local planning authority for approval in writing.

The development shall not proceed other than in accordance with any such approval given.

*Reason - In order that the local planning authority can be satisfied that the consented development will be delivered to a high quality and makes an appropriate contextual response to the site in accordance with London Plan Policies 7.4 and 7.6, Strategic Policy 12 of the Southwark Core Strategy and saved Policy 3.12 of the Southwark Plan.*

**Condition 25 - Detailed elevations, balconies, winter gardens and privacy screens**

Prior to the commencement of Superstructure works within each relevant Phase or Building, typical section drawings at a scale of 1:5/1:10 through the following building elements (where relevant) shall be submitted for that Phase or Building to the local planning authority for approval in writing:

- (a) The facades
- (b) Shopfronts – including details of glazing, placing of advertisements and security measures
- (c) Parapets and roof edges
- (d) Balconies – including privacy screens where approved
- (e) Entrances to internal servicing yards



- (f) Windows – including glazing specification and depth of window reveals
- (g) Acoustic panels and means of enclosure serving rooftop level communal amenity spaces

The development shall not be carried out other than in accordance with any such approval given.

*Reason - In order that the Local Planning Authority may be satisfied that the consented buildings will be constructed with the necessary level of technical expertise to achieve the high-quality architecture presented in the application material in accordance with London Plan Policies 7.4 and 7.6, Strategic Policy 12 of the Southwark Core Strategy and saved Policy 3.12 of the Southwark Plan.*

**Condition 26 - Solar glare**

Prior to the Superstructure works commencing for a Phase or Building of the development, a solar glare assessment shall be submitted to and approved in writing by the Local Planning Authority for that Phase or Building. The scheme shall set out how the solar glare impacts identified within the ES addendum have been mitigated. The buildings shall be constructed and completed in accordance with the approved details.

*Reason - To ensure the safe operation of the National Railway and avoid motorists being distracted by any glint or glare arising from solar reflection from building facades, in accordance with London Plan Policies 6.1 and 6.3.*

**Condition 27 – Landscaping and public realm**

A landscaping and public realm scheme for the Public Realm within each relevant Phase or Building of development shall be submitted to and approved in writing by the Local Planning Authority, prior to any Superstructure works for that Phase or Building. Each scheme must include all areas of public realm, children’s playspace and residents’ communal amenity authorised for the relevant Phase or Building.

The detailed plan shall include the following details (where relevant):

- (a) the overall layout, including extent, type of hard and soft landscaping and proposed levels or contours;
- (b) the location, species and sizes of proposed trees and tree pit design
- (c) details of soft plantings, including any grassed/turfed areas, shrubs and herbaceous areas;
- (d) enclosures including type, dimensions and treatments of any boundary walls, fences, screen walls, barriers, railings and hedges;
- (e) appropriate privacy buffer between communal amenity areas and private residential units;
- (f) appropriate boundary planting between the proposed buildings and neighbouring residential properties;
- (g) hard landscaping, including ground surface materials, kerbs, edges, ridged and flexible pavements, unit paving, steps and if applicable, any synthetic surfaces;
- (h) street furniture, including type, materials and manufacturer’s specification, if appropriate;

- (i) details of children's play space equipment and structures, including key dimensions, materials and manufacturer's spec if appropriate;
- (j) a statement setting out how the landscape and public realm strategy provides for disabled access, ensuring equality of access for all, including children, seniors, wheelchairs users and people with visual impairment or limited mobility;
- (k) details of gates to BF-RST central courtyard.

The approved landscaping scheme shall be completed/ planted during the first planting season following practical completion of the relevant Phase or Building of the development. The landscaping and tree planting shall have a two-year maintenance and watering provision following planting.

Any plants, shrubs or trees required as part of the implementation of the landscaping reserved matters and/ or associated with any Building and/ or plot that die or are removed, damaged or become diseased within a period of FIVE years from the substantial completion of the relevant Phase or Building shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent for a variation.

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

*Reason - In the interest of biodiversity, public safety, sustainability, and to ensure that the landscaping is of high design quality and provides satisfactory standards of visual amenity and the safe movement of pedestrians in accordance with London Plan Policies 6.10, 7.3, 7.4 and 7.5, Strategic Policies 2, 12 and 13 of the Southwark Core Strategy and saved Policies 3.2, 3.12, 3.13, 3.28, 5.2 and 5.3 of the Southwark Plan.*

**Condition 28 - Green/brown Roofs**

Before any Superstructure works within each relevant Phase or Building are carried out, detailed specifications for any green/brown/biodiverse roofs and/or walls for that Phase or Building shall be submitted to the local planning authority for approval in writing. Details shall demonstrate:

- (a) the depth of substrate (to be between 80mm and 200mm for biodiverse roofs)
- (b) an appropriate planting mix that prioritises native species;
- (c) an appropriate irrigation system for any green walls;
- (d) that an appropriate management and maintenance regime is in place

Green roofs shall be planted in the first planting season following practical completion of building works of the relevant Phase or Building. Green roofs will not be used as recreational spaces and access will be limited to essential maintenance or escape in the case of emergency.

*Reason - To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with London Plan Policies 5.10 and 5.11, Strategic Policy 11 of the Southwark Core Strategy and saved Policy 3.28 of the Southwark Plan.*