

DATED

9 February

2024

**(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
WALTHAM FOREST**

and

**(2) MARSH LANE (LEYTON) LLP**

and

**(3) HEMNALL LIMITED**

---

**AGREEMENT**

relating to

**Land at**

210 Church Lane and 2 Marsh Lane, Leyton E10 7BL

pursuant to Section 106 of the Town & Country  
Planning Act 1990 (as amended)

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Legal & Democratic Services  
London Borough of Waltham Forest  
Waltham Forest Town Hall  
Forest Road  
Walthamstow  
London  
E17 4JF

Case reference: GPS.684

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**THIS AGREEMENT** is made on

9 February

2024

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST** of Town Hall, Forest Road, Walthamstow, London, E17 4JF ("the Council") of the first part
- (2) **MARSH LANE (LEYTON) LLP** (company registration number OC435384) whose registered office is at First Floor, Kirkdale House, 7 Kirkdale Road, London E11 1HP ("the Owner") of the second part
- (3) **HEMNALL LIMITED** (company registration number 07342913) whose registered office is at Sealand House, Hemnall Street, Epping CM16 4LG ("the Mortgagee") of the third part

**1. RECITALS**

- 1.1 The Council is the Local Planning Authority for the purposes of the Act and for the area in which the Property is situated
- 1.2 The Owner is the registered proprietor with freehold title absolute of the Property
- 1.3 The Owner has applied to the Council for permission to develop the Property in accordance with the Application and is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act in order to facilitate the Development
- 1.4 The Council having regard to the provisions of the adopted Core Strategy 2012 and the National Planning Policy Framework and to all other material considerations resolved at its meeting of the Council's

Planning Committee held on 2 May 2023 and following execution of this Agreement to grant the Planning Permission

1.5 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 The Mortgagee as mortgagee under the Legal Charge is willing to enter into this Agreement to give their consent to and bind their interest in the Property.

## 2. DEFINITIONS

2.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

"the 1980 Act" means the Highways Act 1980 as amended from time to time or any subsequent re-enactment of that Act;

"the Act" means the Town and Country Planning Act 1990 as amended from time to time or any subsequent re-enactment of that Act;

"Agreement" means this agreement containing planning obligations made by deed pursuant to Section 106 of the Act;

"Application" means the planning application seeking planning permission for the Development bearing Ref No. 220695 for which a resolution to grant permission has been passed conditionally subject to the conclusion of this Agreement;

"Borough"

means the administrative area of the Council;

"Commencement Notice"

means written notice given by the Owner to the Council giving 5 Working Days advance notice that Implementation of the Development is about to take place and specifying the date of intended Implementation of the Development;

"Development"

means the demolition of the existing single storey industrial building and structures that contain 4,294 sqm of light industrial floorspace Class E (g) (iii) and office accommodation (Class E (g) (i) and the construction of new building blocks that would range between three to seventeen storeys in height to accommodate 213 residential homes (Use Class C3), new light industrial floorspace (Class E (g) (iii) and office workspace (Class E (g) (i) together with the creation of new public realm and landscaping improvements, provision of 11 disabled parking spaces, cycle parking, refuse stores, new servicing arrangements, highways works and associated developments;

"Implementation Date"

means the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions,

diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and references to "Implementation" and "Implement" shall be construed accordingly;

"Indexation"

means the recalculation of any payment specified in this Agreement by applying the following formula:

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

Where:

- A = the payment specified in this Agreement in pounds sterling
- B = the figure shown in the RPIX for the month last published prior to the date the payment is made under this Agreement
- C = the figure shown in the RPIX for the month immediately prior to the date of this Agreement
- D = the recalculated sum in pounds sterling payable under this Agreement

or if the RPIX shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be proposed by the Owner (and approved by the Council in writing) to recalculate such payment with the intent that it shall have like effect;

"Index-Linked/Linking"

means the adjustment of payments due under this Agreement as a result of Indexation from the date

of this Agreement to the date of actual payment;

"the Legal Charge"

means the following charges:

- the charge registered against title number EGL102224 dated 31 March 2021 and made between the Owner and the Mortgagee and registered at HM Land Registry on 5 November 2021; and
- the charge registered against title number EGL83603 dated 31 March 2021 and made between the Owner and the Mortgagee and registered at HM Land Registry on 5 November 2021

"Occupation Date"

means the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly;

"the Parties"

means the parties to this Agreement and their successors in title and "Party" shall be construed accordingly;

"Plan 1"

means the plan attached at Schedule 11;

"the Planning Permission"

means the planning permission (a draft copy of which is annexed to this Agreement at Schedule 14) to be issued by the Council pursuant to the Application and the date of grant of the Planning Permission shall be the date on which the notice is

issued;

"Practically Completed" means completed so that the Development:

- (a) can be used for the purpose and operate in the manner for it was designed and
- (b) is ready and available for Occupation/use

and 'Practical Completion' shall be construed as such;

"the Property" means the land and premises known as 210 Church Road and 2 Marsh Lane, Leyton E10 7BL shown edged in red on Plan 1 and registered at HM Land Registry under title numbers EGL102224 and EGL83603;

"Residential Occupier" means any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupier" excludes any business or corporate body or bodies;

"Residential Units" means the residential units constructed pursuant to the Planning Permission and where the context so admits any individual Residential Unit;

"RPIX" means the All Items Index of Retail Prices issued by the Office for National Statistics;

"S106 Monitoring Officer" means an officer of the Council from time to time allocated to deal with and monitor all planning obligations pursuant to Section 106 of the Act and to whom all notices correspondence approvals etc.

must be sent in the manner prescribed at clause 12 hereof; and

"Working Days" means any Monday to Friday (other than bank and public holidays)

**NOW THIS DEED WITNESSETH** as follows:-

**3. Enabling Powers & Interpretation**

- 3.1 This Agreement constitutes a planning obligation for the purposes of Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 16 of the Greater London Council (General Powers) Act 1974, and any other enabling powers
- 3.2 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 3.3 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.4 A reference to a company shall include any company, corporate or other body corporate, wherever and however incorporated or established.
- 3.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

- 3.6 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.7 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.8 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 3.9 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually
- 3.10 Where any approval consent agreement or the like is required to be given pursuant to the terms of this Agreement it shall be in writing
- 3.11 Insofar as any clause or clauses of this Agreement are found (for whatever reason) 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 Agreement

#### **4 Application of Section 106 of the Act**

- 4.1 It is hereby agreed that the covenants, restrictions and obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and that the Council is the Local Planning Authority by whom they may be enforced.
- 4.2 Both the positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest

or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting Party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 4.3 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Property but without prejudice to its liability for any subsisting breach arising prior to parting with such interest.

#### **5. Conditionality**

- 5.1 This Agreement is conditional upon the grant of the Planning Permission and the Implementation of the Development save for the provisions of this Clause, Clauses 1 to 4 and Clauses 10 to 23 and paragraph 2 of Schedule 4 (Local Labour and Employment) which shall come into effect on the completion of the Agreement.

#### **6. Obligations of the Owner**

- 6.1 The Owner hereby covenants with the Council:
- (a) To observe and perform the covenants, restrictions and obligations contained in Schedules 1, 2, 3, 4, 5, 6, 7, 8 and 9,
  - (b) Not to Implement, cause or permit Implementation of the Development until the Commencement Notice has been given to the Council;
  - (c) To permit the Council and its authorised employees and agents upon reasonable written notice access to the Property at all reasonable times for the purposes of verifying whether or not any obligations arising hereunder have been performed or observed;

- (d) To comply with any reasonable requests of the Council to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein;
- (e) To act reasonably and in good faith in the fulfilment of their obligations under this Agreement
- (f) To give notice to the Council of:
  - i. Practical Completion
  - ii. Occupation
  - iii. when 75% of the Open Market Dwellings are ready to be Occupied
  - iv. when 80% of the Open Market Dwellings have been Occupied
  - v. when 85% of the Open Market Dwellings have been Occupied

#### **7. Indexation of Contributions**

- 7.1 Any financial contributions payable to the Council under this Agreement shall be Index-Linked (upwards only) from the date hereof until the date on which such sum is paid.

#### **8. Interest**

- 8.1 Where any sum or amount payable to the Council under this Agreement has not been paid by the date on which it is due, the Owner shall pay the Council interest at the rate of 4% above the base rate of

the Barclays Bank plc from time to time in force on that amount for the period from the due date to (and including) the date of payment.

#### **9. Value Added Tax ("VAT")**

- 9.1 All considerations given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.
- 9.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT has not been previously charged in respect of that supply the Party making the supply shall have the right to issue a VAT invoice to the Party to whom the supply was made and the VAT shall be paid accordingly.

#### **10. Local Land Charge**

- 10.1 This Agreement shall be registered by the Council as a Local Land Charge.
- 10.2 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

#### **11. Payment of Council's Costs**

- 11.1 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing and settling this Agreement in the sum of £7,100.00 prior to the date of this Agreement.

#### **12. Notices**



12.1 Any notice (or other communication) required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice (or communication) at its address as set out below:

**Council:** S106 Monitoring Officer (Planning Department), London Borough of Waltham Forest, Waltham Forest Town Hall Complex, Forest Road, Walthamstow, London, E17 4JF and to Section106@walthamforest.gov.uk

**Owner:** c/o Phoebe Juggins, Aitch Group, 19 Willow Street, EC2A 9BF

**Mortgagee:** c/o Company Secretary, Hemnall Limited, Sealand House, Hemnall Street, Epping, Essex CM16 4LG

or as otherwise specified by the relevant person by notice in writing to each other person.

12.2 Any notice served pursuant to the Agreement shall cite the number and clause of the Agreement to which it relates and in the case of notice to the Council the planning reference number for the Development

### 13. Disputes

13.1 If any dispute arises out of this Agreement, the dispute may be referred to an expert with a minimum of 10 years' experience in the relevant field ("the Expert") appointed jointly by the Parties but in default of such agreement such appointment shall be made by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute

13.2 The procedure to be followed in any dispute resolution shall be that written submissions shall be exchanged between the Parties and served upon the Expert within 21 days of the appointment of the Expert with any response to be exchanged between the Parties and served upon the Expert within 14 days of the date that the first submissions were served upon the Expert.

13.3 The findings of the Expert including any finding in respect of costs shall be binding upon all Parties and costs shall be at the discretion of the Expert.

13.4 The provisions of this clause shall not affect the ability of a Party to seek recourse through the Courts.

### 14. Determination of the Agreement

14.1 This Agreement (with the exception of Clause 11) shall cease to have effect if (insofar only as it has not already been complied with) the Planning Permission expires, is varied or revoked other than at the request of the Owner or is quashed following a successful legal challenge prior to the Implementation of the Development

14.2 The cessation of this Agreement shall not affect the liability of any Party for any earlier breach

### 15. Ownership

15.1 The Owner warrants so far as it is aware that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Property or whose consent is necessary to make this Agreement binding on the Property and all estates and interests therein.

15.2 Until the covenants, restrictions and obligations in this Agreement have been complied with, the Owner will give to the Council within 10

Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property (save for individual Residential Units):

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of

**16. No fetter of discretion**

16.1 Nothing contained or implied in this Agreement shall prejudice, fetter, restrict or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice, fetter, restrict or affect any provisions, rights, powers, discretions, responsibilities, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, discretions, responsibilities, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a Party to this Agreement.

**17. Future Permissions**

17.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

**18. Waiver**

18.1 The failure by any Party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including

those contained in any Schedule or appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all term of this Agreement.

**19. Third Party Rights**

19.1 The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

**20. Governing Law**

20.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the jurisdiction of the courts of England and Wales

**21. Community Infrastructure Regulations 2010**

21.1 Having regard to the provisions of regulation 122 of the Community Infrastructure Regulations 2010 (as amended) the Council and the Owner hereby agree and declare that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

**22. Section 73 Variation**

22.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act in relation to the Planning Permission and unless otherwise agreed between the Parties, with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act:

22.1.1 The obligations in this Agreement shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Property granted pursuant to Section 73 of the Act and the Property itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act; and

22.1.2 The definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permission(s)

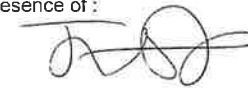
ALWAYS PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application under Section 73 of the Act and requiring a new deed or supplemental deed pursuant to Section 106 of the Act if the Council considers that such is necessary.

### 23. Mortgagee's Consent

23.1 The Mortgagee hereby consents to the Owner entering into this Agreement and acknowledges that from the date hereof the Property shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee become a mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Agreement and the Mortgagee further agree that in the event that it becomes a mortgagee in possession it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement

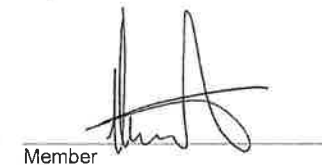
In Witness whereof the Parties hereto have executed this Agreement as a deed on the day and year first before written

SEALED with the COMMON SEAL of the )  
MAYOR AND BURGESSES OF THE )  
LONDON BOROUGH OF WALTHAM FOREST )  
in the presence of : )




Authorised Signatory

Executed by )  
MARSH LANE (LEYTON) LLP )



Member

In the presence of a witness

Witness Signature: 

Witness Name: Laurence Quil

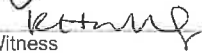
Witness Address: 17 Willow Close  
Bishops Cleeve  
CM23 2LH

Witness  
Occupation: Property Development

25/5/23

EXECUTED as a deed by  
HEMNALL LIMITED acting by  
a director in the presence of

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Witness

Name of witness (in BLOCK  
CAPITALS):  
Address of witness:

RAYMOND THURSWORN  
41 POLE HILL ROAD  
EY 7LR

**SCHEDULE 1**  
**THE CONTRIBUTIONS**

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Air Quality Contribution" means the sum of £61,430.00 (sixty one thousand four hundred and thirty pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) toward the cost of air quality monitoring in the area of the Development and/or toward the cost of delivering the Council's Air Quality Action Plan;

"Approved Energy Statement" means the energy statement approved as part of the Application;

"Carbon Offset Contribution" means the sum of £284,668.00 (two hundred and eight four thousand six hundred and sixty eight pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the Council's Carbon Offsetting Fund;

"Carbon Offsetting Fund" means monies collected by the Council and used towards carbon reduction projects across the Borough to achieve the Council's overall carbon reduction targets. Such projects could include but are not limited to:

- a) building energy efficiency retrofit measures;
- b) building integrated renewable energy installations;
- c) awareness raising or behaviour modification programmes; and
- d) carbon sequestration projects

and for the avoidance of doubt such monies can be used for maintenance and to assist in the administration of the Carbon Offsetting Fund or as grant funding or as a repayable loan provided that the aim of such grant/loan is to seek to reduce carbon emissions across the Borough;

"CLP Monitoring Fee"

means the sum of £10,000.00 (ten thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) toward the cost of monitoring compliance with the approved construction logistics plan for the Development

"Contributions"

means the Carbon Offset Contribution, the CLP Monitoring Fee, the CPZ Contribution, the Dagenham Brook Contribution, the Epping Forest SAC Contribution, the Monitoring Fee, the Public Realm Contribution, the Travel Plan Monitoring Fee and the Walking and Cycling Contribution Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement;

"CPZ Contribution"

means the sum of £25,000.00 (twenty five thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the cost of consulting residents on extending the times or days of the Controlled Parking Zone

"Dagenham Brook Contribution"

means the sum of £75,000.00 (seventy five thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the cost of feasibility studies and a wider strategy of interventions for proposed improvements to biodiversity, invasive species management, water quality, flood risk, access, and safety to the Dagenham Brook together with design and delivery of physical improvements and maintenance towards this section of the Dagenham Brook;

"Epping Forest SAC Contribution"

means the sum of £133,551.00 (one hundred and thirty three thousand five hundred and fifty one pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the Epping Forest Strategic Access Management and Monitoring Strategy (SAMMS) which seeks to mitigate the impact of Development on the Epping Forest Special Area of Conservation;

"Final Carbon Emissions Report" means the report to be submitted prior to Occupation of the Development by the Owner to the Council showing the "as built" energy and carbon performance of the Development as against the London Plan Carbon Emissions Target and the modelling contained within the Approved Energy Statement;

"London Plan Carbon Emissions Target" means a reduction of at least 35% in carbon emissions over the Building Regulations approved guidance "Approved Document L1A: Conservation of fuel and power in new dwellings (2013 edition)";

"Monitoring Fee" means the sum of £41,632.45 (forty one thousand six hundred and thirty two pounds and forty five pence) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the cost of monitoring compliance with this Agreement;

"Payment Notice" means the notice of payment substantially in the form annexed to this Agreement at Schedule 10;

"Public Realm Contribution" means the sum of £75,000.00 (seventy five thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the cost of public realm and high street improvements around the Greening Markhouse Corner;

"Second Carbon Offset Contribution" means the contribution to be paid by the Owner to the Council prior to Occupation of the Development and calculated post construction and prior to Occupation in accordance with the following formula:

- CO2 emitted from the development (tonnes) per year minus CO2 target emissions (tonnes) per year x £2850

and to be allocated by the Council (in the event of receipt) to its Carbon Offsetting Fund;

"Travel Plan Monitoring Fee" means the sum of £8,000 (eight thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards the cost of monitoring the Framework Travel Plan and Full Traffic Plan; and

"Walking and Cycling Contribution" means the sum of £160,000.00 (one hundred and sixty thousand pounds) Index Linked to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) towards improving the footways and cycleways in the vicinity of the Development to help facilitate sustainable means of transport

The Owner covenants:

**The Contributions**

2. On or prior to the Implementation Date to pay to the Council the Contributions

2.1 Not to:

- i. Implement, cause or permit Implementation of the Development;
- ii. Occupy or cause or permit the Occupation of the Development or any part thereof;
- iii. Use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received and banked in full the Contributions

**The Second Carbon Offset Contribution**

3. Prior to the Occupation Date to submit to the Council for its written approval the Final Carbon Emissions Report ("the Approved Final Carbon Emissions Report")

4. In the event that the Approved Final Carbon Emissions Report shows a shortfall against the London Plan Carbon Emissions Target and the modelling contained within the Approved Energy Statement then the Second Carbon Offset Contribution will be payable

5. On or prior to the Occupation Date to pay to the Council the Second Carbon Offset Contribution (if payable under paragraph 4 of this Schedule 1)

6. Not to Occupy or cause or permit the Occupation of the Development or any part thereof until such time as the Owner has paid in full the Second Carbon Offset Contribution (if payable under paragraph 4 of this Schedule 1)

**Air Quality Contribution**

7. On or prior to the Implementation Date to pay to the Council 50% of the Air Quality Contribution

7.1 Not to:

- (i) Implement, cause or permit Implementation of the Development;
- (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (iii) Use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received and banked in full 50% of the Air Quality Contribution

8. On or prior to first Occupation to pay to the Council the remaining 50% of the Air Quality Contribution

8.1 Not to:

- (i) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (ii) Use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received and banked in full the remaining 50% of the Air Quality Contribution

**Payment Notice and Indexation**

- 9. All contributions due under this Agreement shall be accompanied by the Payment Notice and shall be Index-Linked

**SCHEDULE 2**

**CAR FREE HOUSING**

- 1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Controlled Parking Zone" means an area where the Council have introduced restrictions on on-street parking during certain times;

"Motor Vehicle" means any mechanically propelled vehicles including motor cycles intended or adapted for use on a road and/or highway;

"Residents Parking Bay" means a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 or other relevant legislation for use by residents of the locality in which the Development is situated; and

"Residents Parking Permit" means a parking permit issued by the Council under Section 45(2) of the Road Traffic Regulation Act 1984 allowing a Motor Vehicle to park in a Residents Parking Bay

The Owner covenants:

- 2. To ensure that all advertising and marketing material prepared for the purpose of selling or letting the Residential Units notifies potential purchasers or tenants that the Development is car free and of the restrictions set out in this Schedule 2



3. To procure that equivalent restrictions to those set out in Paragraphs 3.1 and 3.2 of this Schedule 2 are included in any freehold, leasehold, option, licence or other disposal of a Residential Unit to any Residential Occupier:

3.1 No Residential Unit shall be used and/or occupied by any Residential Occupier who has at the date of such occupation or use a Residents Parking Permit unless such Residential Occupier is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and **Provided That** the Residential Occupier has first notified the Council in writing of such entitlement and has provided proof thereof if required to do so by the Council and for the avoidance of doubt any Residential Occupier whilst residing using and or occupying a Residential Unit shall not purchase or procure the purchase of a Resident's Parking Permit for a Residents Parking Bay within a Controlled Parking Zone within the London Borough of Waltham Forest.

3.2 Each new Residential Occupier of the Development must be informed prior to occupying any Residential Unit forming part of the Development of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to a Residents Parking Permit

4. that the provisions in Paragraphs 3.1 and 3.2 of this Schedule 2 above will remain permanently and hereby waive all rights and entitlement (if any) on the part of the Owner and its successors in title to a Residents Parking Permit in respect of the Residential Units (unless a Residential Occupier becomes entitled to a disabled person's badge as aforesaid).

5. The Owner acknowledges that the obligations in this Schedule 2 are being given under section 16 of the Greater London Council (General Powers) Act 1974.

### SCHEDULE 3

#### AFFORDABLE HOUSING

1. In this Schedule and Schedule 6 unless the context requires otherwise the following words and expressions shall have the following meanings:

"Affordable Dwellings" means those 32 Residential Units that are to be provided as Affordable Housing shown coloured green and purple on the Residential Drawings and being 23 London Affordable Rented Units (coloured purple) and 9 Intermediate Housing Units (coloured green);

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

"Affordable Housing Mix"

means the mix of Affordable Housing as follows:

- (i) 2 x 1 bedroom Residential Units; which shall be no less than 2 Intermediate Housing Units
- (ii) 3 x 2 bedroom Residential Units; which shall be no less than 3 Intermediate Housing Units
- (iii) 4 x 3 bedroom Residential Units; which shall be no less than 4 Intermediate Housing Units
- (iv) 3 x 1 bedroom Residential Units; which shall be no less than 3 London Affordable Rented Units;
- (v) 8 x 2 bedroom Residential Units; which shall be no less than 8 London Affordable Rented Units;
- (vi) 12 x 3 bedroom Residential Units; which shall be no less than 12 London Affordable Rented Units;

"Affordable Housing Terms"

means the terms set out in Paragraphs 8 and 9 of this Schedule 3;

"Approved Housing Provider"

means an organisation registered with the Regulator of Social Housing as a registered provider within the meaning given in the Housing and Regeneration Act 2008 to manage the Affordable Housing such organisation to be approved by the Council in writing prior its appointment by the Owner;

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

"Chargee" means any mortgagee or chargee of the Approved Housing Provider of the Affordable Dwellings (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;

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under paragraph 10.4(a) of Schedule 3:

a) in the case of service by delivery by hand of the Default Notice to the Council's offices at Waltham Forest Town Hall Complex, Forest Road, Walthamstow, London, E17 4JF during 9am to 5pm, the date on which the Default Notice is so delivered; or

b) in the case of service by using first class registered post to the Council's offices at Waltham Forest Town Hall

Complex, Forest Road, Walthamstow, London, E17 4JF, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);

"Default Notice" means a notice in writing served on the Council by the Chargee under paragraph 10.4(a) of Schedule 3 of the Chargee's intention to enforce its security over the relevant Affordable Dwellings;

"Eligible Purchasers" means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Shared Ownership Housing unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;

"Eligible Renter" means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest

London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report

"GLA"

means the Greater London Authority established by the Greater London Authority Act 1999 responsible for London's (1) economic development and wealth creation, (2) social development and (3) environmental improvement and whose headquarters is currently at City Hall, The Queen's Walk, London, SE1 2AA or any successor body or organisation;

"Homes for Londoners Portal"

means the Mayor of London's official platform for low and modest middle income Londoners to find affordable homes to buy or rent;

"Household Income"

means:

- a) in relation to a single Eligible Purchaser the gross annual income of that Eligible Purchaser's household; and
- b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers' households;

"Intention Notice"

means a notice in writing served on the Chargee by the Council under paragraph 10.5 of Schedule 3 that the Council is minded to purchase the relevant Affordable Dwellings;

"Intermediate Housing"

means housing for rent or sale at less than local market rent or a subsidised purchase or discounted sale to include London Living Rent Housing, Discounted Market Rent Housing or London Shared Ownership Housing;

"Intermediate Housing Units"

means the 9 Residential Units being provided as Shared Ownership Housing comprising:

- (i) 2 x 1 bedroom Residential Units
- (ii) 3 x 2 bedroom Residential Units
- (iii) 4 x 3 bedroom Residential Units

as shown coloured green on the Residential Drawings and to be used and occupied exclusively as Shared Ownership Housing;

"London Affordable Rented Housing"

means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to

eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

- (a) including Service Charges, up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

"London Affordable Rented Units"

means the 23 Residential Units comprising:

- (i) 3 x 1 bedroom Residential Units
- (ii) 8 x 2 bedroom Residential Units
- (iii) 12 x 3 bedroom Residential Units

as shown coloured purple on the Residential Drawings and to be used and occupied exclusively as London Affordable Rented Housing;

"London Living Rent"

means rented housing provided by an Approved Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) at rents not exceeding the relevant maximum rents published by the GLA

annually; and

(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;

"London Plan"

means the London Plan published in March 2021 as revised from time to time;

"London Plan Annual Monitoring Report"

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

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under paragraph 10.4(a) of Schedule 3, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);

"Open Market Dwelling(s)"

means the 181 Residential Units comprising:

- (i) 75 x 1 bedroom Residential Units;
- (ii) 84 x 2 bedroom Residential Units;
- (iii) 22 x 3 bedroom Residential Units

as shown coloured yellow on the Residential Drawings;

"Option" means the option to be granted to the Council (and/or its nominated substitute Approved Housing Provider) in accordance with paragraph 10.6 of Schedule 3 for the purchase of the Affordable Dwellings;

"the Residential Drawings" means the drawing labelled "Tenure Diagram" and numbered 3549\_SK(90)406\_ annexed to this Agreement at Schedule 12;

"Sale" means:  
(a) the sale of the freehold; or  
(b) the grant of a lease with a term of 125 years or more  
and "Sold" shall be construed accordingly;

"Service Charge" means all amounts payable by a tenant or lessee or owner (as appropriate) of the relevant London Affordable Rented Unit/Shared Ownership 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 London Affordable Rented Unit/Shared Ownership Housing unit;

"Shared Ownership Housing" means housing offered to Eligible

Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

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

(b) in respect of the following sizes of units, for the first 3 months of marketing, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):

(i) one-bedroom: £65,000;

(ii) two-bedroom: £75,000; and

(iii) three-bedroom: £85,000

"Staircasing"

means the acquisition by a Shared Ownership Housing lessee of additional equity in a Shared Ownership Housing unit up to a maximum of 100 per cent equity and "Staircased" and "Staircase" shall be construed accordingly; and

"Sums Due"

means all sums due to a Chargee of the Affordable Dwellings pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

The Owner covenants:

2. to provide:

2.1 32 of the Residential Units as Affordable Housing;

2.2 the Affordable Dwellings in accordance with the Affordable Housing Mix; and

2.3 the Affordable Dwellings in accordance with the Affordable Housing Terms;

3. To commence all works of construction and fitting out necessary to make the Affordable Dwellings suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a

good and workman like manner using good quality materials in accordance with the specification approved by the Approved Housing Provider and to their satisfaction (acting reasonably);

4. Not to Occupy nor cause or permit the Occupation of and/or use or cause or permit the use of the Affordable Dwellings other than as Affordable Housing by a Residential Occupier of an Approved Housing Provider;
5. Not to Occupy, suffer or permit Occupation and or use suffer or permit the use of the Open Market Dwellings unless and until the Affordable Dwellings have been completed and transferred to an Approved Housing Provider in accordance with the Affordable Housing Terms;
6. Not to Occupy nor cause or permit the Occupation of and/or use or cause or permit the use of the London Affordable Rented Units until the Approved Housing Provider has entered into a nominations agreement with the Council in a form as annexed at Schedule 13 and none of the London Affordable Rented Units shall be Occupied by any person not chosen pursuant to this nominations agreement
7. To market Shared Ownership Housing units via the Homes for Londoners Portal with occupier eligibility to be assessed by the Approved Housing Provider in accordance with the GLA guidance for eligibility and on Occupation of all of the Shared Ownership Housing units to submit to the Council a sales outturn report for the Shared Ownership Housing units

**IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

**The Affordable Housing Terms**

8. Each transfer of an Affordable Dwelling to the relevant Approved Housing Provider in accordance with paragraph 5 of this Schedule 3 shall:

- 8.1 be with full title guarantee of a freehold estate or a leasehold estate for a minimum of 125 years;
- 8.2 provide for (i) access, (ii) foul and surface water sewers and (iii) service systems for water, gas, electricity and telecommunications which shall be linked in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected ultimately to highways and sewers maintainable at the public expense;
- 8.3 contain a covenant by the Approved Housing Provider not to amalgamate or sub-divide the Affordable Dwellings so that the Affordable Housing Mix will be maintained by the Approved Housing Provider;
- 8.4 provide for the Affordable Dwellings to be constructed to the prevailing design and performance requirements and standards set by the GLA;
- 8.5 subject to Paragraphs 10.1 and 10.3 to 10.10 below, in respect of a London Affordable Rented Unit contain a covenant that the London Affordable Rented Unit is only to be used, occupied and retained in perpetuity for no purpose other than for the provision of London Affordable Rented Housing; and
- 8.6 subject to Paragraphs 10.2 and 10.3 to 10.10 below, in respect of an Intermediate Housing Unit contain a covenant that the Intermediate Housing Unit is only to be used, occupied and retained in perpetuity for no purpose other than for the provision of Intermediate Housing.
9. The Approved Housing Provider entitled to the reversion in respect of any Shared Ownership Housing unit lease shall only nominate under

the terms of that lease to a party who at the time of the nomination is in need of Shared Ownership Housing in terms set out in paragraph 3.61 of the London Plan and the Mayor of London's Housing Strategy published May 2018 as revised from time to time.

**Situations when the Obligations will not Apply or will Cease to Apply**

10. The obligations contained in Paragraphs 1 to 7 (inclusive) and 8 and 9 of this Schedule 3 shall not be binding:

Right to Acquire

- 10.1 on a tenant (or a successor in title to such tenant) of a London Affordable Rented Unit where that occupant has exercised a statutory right to acquire the whole of the freehold or whole of the leasehold estate of the London Affordable Rented Unit

Intermediate Housing

- 10.2 on a tenant (or a successor in title to such a tenant) who is granted a shared ownership lease of an Intermediate Housing Unit who subsequently exercises a right to Staircase

Mortgagee in Possession

- 10.3 on a mortgagee or Chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or Chargee or any other person appointed under any security documentation to enable such mortgagee or Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver



10.4 In order to benefit from the protection granted by paragraph 10.3 a Chargee must:

- a) serve a Default Notice on the Council by delivery by hand to the Council's offices at Waltham Forest Town Hall Complex, Forest Road, Walthamstow, London, E17 4JF during 9am to 5pm or using first class registered post to the Council's offices at the same address in either case addressed to the Council's S106 Monitoring Officer prior to seeking to dispose of the relevant Affordable Dwellings;
- b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Dwellings; and
- c) subject to paragraph 10.10 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Dwellings before the expiry of the Moratorium Period except in accordance with paragraph 10.7 below.

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

10.6 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 Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Approved Housing Provider) an exclusive option to purchase the relevant Affordable Dwellings and/or Additional Affordable Housing Units (as defined by Schedule 6) which shall contain the following terms:

- a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- b) the price for the sale and purchase will be agreed in accordance with paragraph 10.7(b) below or determined in accordance with paragraph 10.8 below;
- c) provided that the purchase price has been agreed in accordance with paragraph 10.7(b) below or determined in accordance with paragraph 10.8 below, but subject to paragraph 10.6(d) below, the Council (or its nominated substitute Approved Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Dwellings and/or Additional Affordable Housing Units (as defined in Schedule 6) at any time prior to the expiry of the Moratorium Period;
- d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Approved Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- e) any other terms agreed between the parties to the Option (acting reasonably).

10.7 Following the service of the Intention Notice:

- a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Approved Housing Provider) in relation to the Affordable Dwellings and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- b) the Council (or its nominated substitute Approved Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Dwellings 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 Dwellings contained in this Schedule 3; and
  - ii. (unless otherwise agreed in writing between the Council (or its nominated substitute Approved Housing Provider) and the Chargee) the Sums Due.

10.8 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Approved Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 10.7(b)(i) above:

- a) the Council (or its nominated substitute Approved Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing

within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

- b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Approved Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 10.7(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Dwellings and/or Additional Affordable Housing Units (as defined in Schedule 6) by this Agreement
- d) the independent surveyor shall act as an expert and not as an arbitrator;
- e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Approved Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and

g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

10.9 The Chargee may dispose of the relevant Affordable Dwellings free from the obligations and restrictions contained in paragraphs 1 to 7 (inclusive) and 8 and 9 of this Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

b) the Council (or its nominated substitute Approved Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Dwellings on or before the date on which the Moratorium Period expires; or

c) the Council (or its nominated substitute Approved Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

10.10 The Council (and its nominated substitute Approved Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 10.4 to 10.9 above (inclusive).

**Extra Affordable Housing**

11. Subject to paragraph 11.1 of this Schedule 3 nothing in this Agreement shall prohibit any of the Open Market Dwellings being provided as Affordable Housing.

11.1 Not to Occupy any Open Market Dwellings as Affordable Housing (save as provided for in Schedule 6) until the Owner has:

11.1.1 secured the Council's approval to provide Open Market Dwelling(s) as Affordable Housing; and

11.1.2 entered into a deed of variation to this Agreement to secure the conversion from Open Market Dwelling(s) to Affordable Housing.

**SCHEDULE 4**

**LOCAL LABOUR AND EMPLOYMENT**

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Apprentice Default Payment" means:

- £16,458 (as revised from time to time to reflect changes in the London Living Wage) x number of Apprentice Posts the Owner fails to provide contrary to paragraph 4 of this Schedule 4

to be paid by the Owner to the Council in accordance with the terms of this Agreement towards the cost of employment training and business initiatives within the Borough and supporting local businesses;

"Apprentice Posts"

means a post that complies with the "Formal Apprenticeship Standard" as defined by the National Apprenticeships Service which should combine on the job training and academic instruction to those entering the work force with each apprenticeship post to last a minimum of 52 weeks or as stipulated by the chosen apprenticeship framework;

"Construction Phase"

means the period of the Development between:

1. the Implementation Date; and
2. completion of the Development so that it is ready for Occupation;

"Default Employment Contribution"

means a sum equal to 3% of the total build cost of the Development to be paid by the Owner to the Council in the event that the Owner does not use Reasonable Endeavours to meet the 30% target contained in paragraph 9 of this Schedule 4 and to be applied by the Council (in the event of receipt) towards the cost of employment and training initiatives within the Borough and supporting local businesses with such build cost being the total net build cost for construction of the whole Development excluding inflation, contingencies and fees and for the avoidance of doubt the Default Employment Contribution shall be reduced proportionately by the amount of local labour provided towards the 30% target during the Construction Phase;

"Employment and Skills Plan"

means a plan setting out how the Owner will meet the requirements of this Schedule 4;

"Local Residents"

means residents of the London Borough of Waltham Forest;

"Local Suppliers"

means businesses local to the Development and the Borough including (but not limited)

to:

- local suppliers of building materials
- local suppliers of security
- local suppliers of cleaners
- local suppliers of catering
- local suppliers of skips;

"Reasonable Endeavours"

in this Schedule only means:

- a) notification to the Council's Employment Business and Skills Team of all new roles created for the Development;
- b) the submission to the Council of quarterly monitoring reports;
- c) opportunities generated by the Development to be first offered to Local Residents for eight weeks;
- d) proven contact with the Council's Employment Business and Skills Team; and
- e) updates to named contact within the Employment, Business and Skills Team of the Council on progress

"Work Placement"

means a work experience placement in the construction trade during the Construction Phase of the Development with a length of

twenty six weeks; and

"Work Placement Default means Payment"

- £3,234 x number of Work Placements the Owner fails to provide contrary to paragraph 6 of this Schedule 4

to be paid by the Owner to the Council in accordance with the terms of this Agreement towards the cost of employment training and business initiatives within the Borough and supporting local businesses;

The Owner covenants:

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

2. No later than 6 weeks prior to the Implementation Date to submit to the Council for its written approval the Employment and Skills Plan
3. To implement the approved Employment and Skills Plan to the reasonable satisfaction of the Council AND in the event of non-compliance with this paragraph the Owner shall upon notice from the Council forthwith take any steps reasonably and properly required by the Council to remedy such non-compliance

#### **Apprentice Posts**

4. To offer 36 Apprentice Posts in the construction trade during the Construction Phase; and
5. To first offer the Apprentice Posts referred to in paragraph 4 of this Schedule 4 to Local Residents.

#### **Work Placements**

6. To offer 11 Work Placements in the construction trade during the Construction Phase; and
7. To first offer the Work Placements referred to in paragraph 6 of this Schedule 4 to Local Residents.

#### **Local Labour**

8. To notify the Council's Employment and Skills Team of all job vacancies for the construction or fit-out of the Development during the Construction Phase and to encourage or procure applications from Local Residents through liaison with:
  - the Council's Employment, Business and Skills Team; and
  - local employment and training providers
9. To use Reasonable Endeavours to procure that 30% of all jobs for the construction or fit-out of the Development during the Construction Phase are offered to Local Residents.
10. To attend and participate in a 'Meet the Buyer' Event if one is hosted by the Council to present the opportunities the Development offers to Local Residents and local businesses and how to get involved.

#### **Local Suppliers**

11. To use reasonable endeavours to procure a minimum of 20% Local Suppliers during the Construction Phase and to ensure all suppliers are local to the London Borough of Waltham Forest;
12. To provide information on a bi-monthly basis (on the 28th day of the calendar month) during the Construction Phase on the value of sub-contracts and supplier contracts that go to firms with a local postcode;

#### **Monitoring**

13. To procure that its contractors and sub-contractors provide the Council with:
  - a) quarterly monitoring reports on performance towards the targets set out in this Schedule 4 during the Construction Phase; and
  - b) an end of Development report.

#### **Default Payments**

14. In the event that the Owner fails to provide any of the Apprentice Posts pursuant to paragraph 4 of this Schedule 4 then the Apprentice Default Payment shall become payable by the Owner to the Council.
15. In the event that the Owner fails to provide any of the Work Placements pursuant to paragraph 6 of this Schedule 4 then the Work Placement Default Payment shall become payable by the Owner to the Council.
16. In the event that the Owner fails to comply with paragraph 9 of this Schedule 4 then the Default Employment Contribution shall become payable by the Owner to the Council.
17. Not to Occupy cause or permit the Occupation of the Development unless and until the Default Employment Contribution, the Apprentice Default Payment and/or the Work Placement Default Payment (as applicable) have been paid in full to the Council.

## SCHEDULE 5

### HIGHWAYS

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"the Highway Works"

means the works as shown on the Highway Works Plan to be carried out by the Council at the Owner's expense including (but not limited to):

- a) The formation of 2 dropped kerbs on the frontage of the site for vehicle access
- b) The formation of 1 dropped kerb on the frontage of the site for waste vehicle collection
- c) The renewal of both footways with new material (asphalt with aggregate dressing layer)
- d) A new carriageway surface provided at new level (coloured asphalt)
- e) The removal and replacement of 2 trees, locations to be agreed.
- f) The provision of new landscaping to include new planting areas, boulders, timber logs, shrubs
- g) The provision of Resin bound gravel

to tree pits

- h) New traffic management orders to create a restricted zone
- i) Traffic signs on new posts

provided always that the Highway Works do not include the cost of any adjustments or diversions of any statutory undertakers' apparatus. Any such adjustments or diversions must be undertaken by the Owner prior to the commencement of the Highway Works and at their own cost;

"Highway Works Plan"

means the plan at Schedule 15; and

Section 278 Agreement"

means the agreement to be entered into between the Owner and the Council under section 278 of the 1980 Act to facilitate the Highway Works

#### Section 278 Agreement

2. To enter into the Section 278 Agreement with the Council within 6 months of the Implementation Date; and
3. Not to:
  - (i) Occupy or cause or permit the Occupation of the Development or any part thereof;
  - (ii) Use or cause or permit the use of the Development or any part thereof;

until such time as the Section 278 Agreement and the Highway Works have been completed.

## SCHEDULE 6

### VIABILITY - EARLY AND LATE STAGE REVIEWS

1. In this Schedule and Schedule 3 unless the context requires otherwise the following words and expressions shall have the following meanings:

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with this Schedule 6 detailing the Additional Affordable Housing Units to be provided and which:

a. confirms which Open Market Dwellings are to be converted into Additional Affordable Housing Units and to which tenure(s);

b. contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;

c. provides a timetable for construction and delivery of the Additional Affordable Housing Units;

d. sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 4.6 of Schedule 6 applies;

"Additional Affordable Housing Units" means additional units of Affordable Housing pursuant to the Additional



Affordable Housing Scheme to be provided on the Property as part of the Development pursuant to the provisions of this Schedule 6;

"Affordable Housing Target Tenure Split" means:

- a. a minimum of 60 per cent (by Habitable Room) of the Affordable Dwellings to be provided as Social Rented Housing or London Affordable Rented Housing; and
- b. a minimum of 40 per cent (by Habitable Room) of the Affordable Dwellings to be provided as Intermediate Housing;

"Application Stage Build Costs" means £69,900,000 (sixty nine million nine hundred thousand pounds) being the estimated breakeven cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal;

"Application Stage GDV" means £122,470,561 (one hundred and twenty two million four hundred and seventy thousand five hundred and sixty one pounds) being the estimated breakeven gross development value of the Development established by the Application Stage Viability Appraisal and

which takes into account any Public Subsidy;

"Application Stage Viability Appraisal" means the financial viability appraisal dated 24 February 2023 and addendums dated 18 May 2023 and 25 August 2023 prepared by Redloft, 24-28 Tornbee Street, London E1 7NE that was submitted in relation to the Application and independently assessed by the Council in the appraisal prepared by BPS dated 21 September 2023;

"Average Intermediate Housing Value" means the average value of Intermediate Housing floorspace per square metre at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;

"Average Low Cost Rent Housing Value" means the average value of London Affordable Rented Housing per square metre at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;

"Average Open Market Housing Value" means the average value of Open Market Housing floorspace per square metre on the Property at the Relevant Review Date

"Build Costs"

based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;

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

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

but for the avoidance of doubt build costs exclude:

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

"Component"

Transactions;

means a part of the Development including but not limited to:

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

"CPI"

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

"Development Viability Information"

means

- (a) in respect of Formula 1b:
  - (i) Early Stage Review GDV; and

- (ii) Early Stage Review Build Costs;
- (b) in respect of Formula 2:
  - (i) Average Open Market Housing Value
  - (ii) Average Low Cost Rent Housing Value; and
  - (iii) Average Intermediate Housing Value;
- (c) in respect of Formula 3:
  - (i) Late Stage Review Actual GDV;
  - (ii) Late Stage Review Actual Build Costs;
  - (iii) Late Stage Review Estimated GDV; and
  - (iv) Late Stage Review Estimated Build Costs;
- and
- (d) in respect of Formula 4:
  - (i) Average Open Market Housing Value

"Disposal"

- (ii) Average Low Cost Rent Housing Value; and
- (iii) Average Intermediate Housing Value

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

means:

- (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;

"Early Stage Review Build Costs"

means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and

(b) the Build Costs actually incurred at the Early Stage Review Date;

"Early Stage Review Date" means the date of the submission of the Development Viability Information pursuant to paragraph 3 of schedule 6;

"Early Stage Review GDV" means 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);

"Formula 1b" means the formula identified as "Formula 1b" within the annex to Schedule 6;

"Formula 2" means the formula identified as "Formula 2" within the annex to Schedule 6;

"Formula 3" means the formula identified as "Formula 3" within the annex to Schedule 6;

"Formula 4" means the formula identified as "Formula 4" within the annex to Schedule 6;

"Fraudulent Transaction" means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or
- (b) a Disposal that is not an arm's length third party bona fide transaction;

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

"Late Stage Review Actual Build Costs" means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance;

"Late Stage Review Actual GDV" means the sum of:

- a) the value of all gross receipts from any Sale of a Component of the

- Development prior to the Late Stage Review Date;
- b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and
  - c) 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)

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);

"Late Stage Review Cap" means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4;

"Late Stage Review Contribution" means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated

in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap;

"Late Stage Review Date" means the date on which 75 per cent of the Open Market Dwellings are ready for Occupation and have been Disposed pursuant to paragraph 6 of schedule 6 or Practical Completion whichever occurs first;

"Late Stage Review Estimated Build Costs" means the estimated Build Costs remaining to be incurred at the Late Stage Review Date;

"Late Stage Review Estimated GDV" means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence;

"Market Value" means 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 rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:

- (a) a willing seller and a willing buyer;

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

"Open Market Housing"

means housing available on the open market for Sale;

"Policy Cap"

means 50% of the Residential Units by Habitable Room have been provided as Affordable Housing in accordance with the Affordable Housing Target Tenure Split or the equivalent financial payment made in lieu to the Council;

"Public Subsidy"

means 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

"Relevant Review Date"

means the Early Stage Review Date or the Late Stage Review Date (as the context requires)

"Sale"

means:

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

and "Sold" shall be construed accordingly

"Substantial Implementation"

means the Development has been Implemented and the first building has been constructed to first floor slab OR the first and the second building have been constructed to ground floor slab, whichever is the sooner.

"Substantial Implementation Target Date"

means the date 24 months after but excluding the date of grant of Planning Permission

## 2. Early Stage Review

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

Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

2.2 No later than 10 Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

2.3 Following the Owner's notification pursuant to paragraph 2.1 of this Schedule 6, the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
- (b) comply with relevant health and safety legislation; and
- (c) at all times be accompanied by the Owner or its agent.

2.4 No later than 20 Working Days after the Council receives

- (a) notice pursuant to paragraph 2.1 of this Schedule 6; or
- (b) the additional documentary evidence requested pursuant to paragraph 2.2 of this Schedule 6

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

2.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved on or before the

Substantial Implementation Target Date then this paragraph 2 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 2.4 of this Schedule 6 that the Substantial Implementation has been achieved.

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

- (a) the Council has notified the Owner pursuant to paragraph 2.4 of this Schedule 6 that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- (b) the Council has notified the Owner pursuant to paragraph 4.4 of this Schedule 6 that no Additional Affordable Housing Units are required; or
- (c) If the Council notifies the Owner pursuant to paragraph 4.4 of this Schedule 6 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 4.4 or 4.5 of this Schedule 6.

### **3. Submission of development viability information and other information**

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 2.4 of this Schedule 6 or pursuant to dispute resolution in accordance with clause 13 of this Schedule 6):

- (a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 2.4 or 2.6 of this Schedule 6 that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:

- (i) the Development Viability Information for Formula 1b and Formula 2;
- (ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

(b) paragraphs 4 and 5 of this Schedule 6 shall apply.

**4. Assessment of development viability information and other information**

- 4.1 The Council shall assess the information submitted pursuant to paragraph 3 of this Schedule 6 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.
- 4.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 3 of this Schedule 6.
- 4.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated

until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.

- 4.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3 of this Schedule 6, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 4.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 4.4 of this Schedule 6.
- 4.6 If the Council's assessment pursuant to paragraph 4.4 of this Schedule 6 concludes that
  - a. surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
  - b. a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

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



4.7 The Owner shall at the time the information is submitted to Council pursuant to paragraph 3 pay to the Council the Council's costs which are reasonably and properly incurred in assessing the information including those of the External Consultant up to a maximum sum of £10,000 (ten thousand pounds) and the assessment of the information submitted shall not begin until this money has been received by the Council

**5. Delivery of additional affordable housing**

5.1 Where it is determined pursuant to paragraph 4.4 of this Schedule 6 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 85% of the Open Market Housing Units unless and until it has:

- (a) Practically Completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
- (b) paid any remaining surplus profit pursuant to paragraph 4.6 of this Schedule 6 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

5.2 The Parties agree that Schedule 3 of this Agreement shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

**6. Late Stage Review – trigger point**

6.1 The Late Stage Review and the provisions of this paragraph 6 and paragraphs 7 and 8 of this Schedule 6 shall only apply in the event the Policy Cap has not been met.

6.2 In the event that the Policy Cap has not been met the Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

**7. Submission of development viability information and other information**

7.1 No later than 20 Working Days after the Late Stage Review Date is notified to the Council pursuant to paragraph 6 of this Schedule 6 and in any event no later than Practical Completion of the Development, the Owner shall submit the following information on the basis that the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 3 and Formula 4; and
- (b) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

**8. Assessment of development viability information and other information**

8.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 7 of this Schedule 6 and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner

- 8.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 7 of this Schedule 6
- 8.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.
- 8.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 7 of this Schedule 6 that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 7 of this Schedule 6 or to re-submit the information required under paragraph 7 of this Schedule 6 upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 8.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 7 of this Schedule 6, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 8.6 If the Council notifies the Owner pursuant to paragraph 8.5 of this Schedule 6 that a Late Stage Review Contribution is required:
- (a) the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and

- (b) the Owner shall not Occupy more than 85 per cent of the Open Market Dwellings until the Late Stage Review Contribution has been paid in full to the Council.

- 8.7 The Owner shall at the time the information is submitted to Council pursuant to paragraph 7 of this Schedule 6 pay to the Council the Council's costs which are reasonably and properly incurred in assessing the information including those of the External Consultant up to a maximum sum of £10,000 (ten thousand pounds) and the assessment of the information submitted shall not begin until this money has been received by the Council
- 8.8 The Owner shall not Occupy more than 80 per cent of the Open Market Dwellings until the Council has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 8.5 of this Schedule 6.

#### **9. Public subsidy**

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2 and Formula 3.

#### **10. Monitoring**

- 10.1 The Parties acknowledge and agree that as soon as reasonably practicable after each of:
- (a) the approval of the Additional Affordable Housing Scheme pursuant to paragraph 4.4 or 4.5 of this Schedule 6 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 4.4 of this Schedule 6; and

- (b) the Council's notification pursuant to paragraph 8.5 of this Schedule 6 that a Late Stage Review Contribution is required

the Council shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):

- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 4.6 of this Schedule 6; and
- (d) the amount of the Late Stage Review Contribution.

#### 11. Alternatives to Sale

- 11.1 In the event that the Development or any part of it becomes a build to rent scheme or the Open Market Dwellings are anything other than Sold then the Owner shall notify the Council within 7 Working Days of such being decided and submit a whole scheme reappraisal to the Council for the Council's written approval and suggest alternative formulas to be used for the Early Stage Review and the Late Stage Review (as applicable)
  
- 11.2 In the event that a whole scheme reappraisal is triggered pursuant to clause 11.1 above the Owner covenants not to Occupy more than 80 per cent of the Open Market Dwellings until such time as the whole scheme reappraisal and the alternative formulas to be used for the Early Stage Review and the Late Stage Review (as

applicable) have been submitted to and agreed with the Council in writing

ANNEX TO SCHEDULE 6

**FORMULA 1b (Surplus profit available)**

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

**Where:**

A = Early Stage Review GDV (£)

B = Application Stage GDV (£122,470,561)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£69,900,000)

P =  $(A - B) * Y$

Y = Target Return (16.44% - blended profit target)

**Notes:**

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

(C - D) represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV. If P is negative then it should be input as zero.

**FORMULA 2 (Additional affordable housing)**

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

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

Y = Additional [London Living Rent Housing / London Shared Ownership] requirement (Habitable Rooms)

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

**Where:**

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

B = Average Low Cost Rent Housing Value (£ per m<sup>2</sup>)

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

D = Average Habitable Room size for the Development being 17.02 m<sup>2</sup>

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

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (60%)

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (40%)

**Notes:**

(A - B) represents the difference in average value of market housing per m<sup>2</sup> and average value of Social Rented Housing and London Affordable Rented Housing per m<sup>2</sup> (£).

(A - C) represents the difference in average value of market housing and average value of London Living Rent Housing and London Shared Ownership Housing per m<sup>2</sup> (£).

(E \* F) represents the surplus profit to be used for Low Cost Rent Housing (£).

(E \* G) represents the surplus profit to be used for Intermediate Housing (£).

(E \* F) + (A - B) represents the additional Low Cost Rent Housing requirement (m<sup>2</sup>).

(E \* G) + (A - C) represents the additional Intermediate Housing requirement (m<sup>2</sup>).

**FORMULA 3 (Surplus profit available for affordable housing contribution)**

X = Late Stage Review Contribution

$$X = ((A + B - C) - ((D + E - F) - P)) * 0.6$$

**Where:**

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

- Application Stage GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 3 of schedule 6; or
- Early Stage Review GDV (£) as determined by the Council pursuant to paragraph 4.4 of schedule 6, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 3 of schedule 6

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

- Application Stage Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 3 of schedule 6; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph 4.4 of schedule 6, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 3 of schedule 6

P = (A + B - C) \* Y

Y = Target Return (16.44% - blended profit target)

**Notes:**

(A + B - C) represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

(D + E - F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV. If P is negative then it should be input as zero.

0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted.

**FORMULA 4**

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

**Where:**

A = Average Open Market Housing Value (£)

B = Average Low Cost Rent Housing Value (£)

C = Average Intermediate Housing Value (£)

D = 17.02 m<sup>2</sup>, being the average Habitable Room size for the Development

E =

- [●]<sup>1</sup> Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 4.4 of schedule 6; or
- [●]<sup>2</sup> Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 4.4 of schedule 6,

being the shortfall in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

F =

- [●]<sup>3</sup> Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 4.4 of schedule 6; or
- [●]<sup>4</sup> Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 4.4 of schedule 6,

being the shortfall in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

- <sup>1</sup> Insert figure for the shortfall at application stage in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.
- <sup>2</sup> To be determined following the Early Stage Review where additional Low Cost Rent Housing was provided as part of the Early Stage Review.
- <sup>3</sup> Insert figure for the shortfall at application stage in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.
- <sup>4</sup> To be determined following the Early Stage Review where additional Intermediate Housing was provided as part of the Early Stage Review.

**SCHEDULE 7**

**ENERGY**

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Approved Energy Statement" means the energy statement approved as part of the Application;

"Communal Heating System" means a system for the distribution of heating energy to meet the Heat Demand of the Development which is supplied with heating energy from any on-site heating plant and/or a Decentralised Energy Network;

"Decentralised Energy Network" means an energy network identified by the Council to provide heating and hot water more energy efficiently to reduce local carbon emissions in a medium such as hot water or steam, from central sources of production, to multiple buildings or sites across a large geographical area;

"District Heating Connection" means the connection of a Decentralised Energy Network to the Development so that some or all of the Heat Demand of the Development is supplied by the Decentralised Energy Network;

"Defects Liability Period" means such period of time following Practical Completion of a building in which a contractor may remedy defects as may be

included in the building contract for the relevant building;

"District Heating Connection Point" means the location where a physical connection is to be made to allow the transfer of heating energy from a Decentralised Energy Network to the Communal Heating System, and all pipes, cables, conduits, plant, plate heat exchangers, meters, controls and equipment necessary to facilitate the transfer of heating energy;

"Heat Demand" means the total demand for heating energy (measured in kilowatt hours), including demands for space heating and hot water of all buildings and floor space comprised in the Development;

"Heat Trust" means the independent non-profit consumer champion for heat networks based at 6th Floor, 10 Dean Farrar Street, London, SW1H 0DX;

"Reportable Unit" means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);

"Reportable Unit (Energy Centre)" means either a connection to a third-party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Development) or a self-contained

energy system serving multiple residential properties (within a block or building);

"Reportable Unit (Residential)" means an individual block or building of five or more flats or a group of five or more houses;

"Reportable Unit (Non-Residential)" means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants; and

"Updated Energy Statement" means a written update of the Approved Energy Statement, such update will:

- a. be in accordance with the Council's adopted planning policies at the date of this Agreement;
- b. demonstrate how the Development will achieve the relevant on-site carbon dioxide emissions reduction target set out in such policies;
- c. demonstrate how a further reduction in the carbon dioxide emissions of the buildings in the Development as predicted by the Approved Energy Statement will be achieved;
- d. analyse and assess the technical and practical potential for the Heat Demand of the Development to be

supplied by heat energy from a Decentralised Energy Network;

- e. will set out how the Heat Demand of the Development will be met through Communal Heating System(s);
- f. will set out how the Communal Heating System(s) will be designed to enable a District Heating Connection;
- g. will set out how the Communal Heating System(s) will be designed to facilitate the supply of heat from a Decentralised Energy Network, including design for low flow and return temperatures;
- h. will set out how the Development will safeguard the internal and external route and space to permit the laying of pipework from the District Heating Connection Point to the Property boundary where a District Heating Connection would be made;
- i. Will set out how the system has been designed to minimise heat losses (providing heat loss calculations);

- j. Will set out how the network will meet the carbon emission targets and primary energy targets set out in Part L 2021 and will comply with the ultra-low NOx emission standards outlined in the Air Quality Neutral London Plan Guidance (LPG);
- k. will set out how the Development will meet the requirements of "CP1 - Heat Networks: Code of Practice for the UK" published by the Chartered Institution of Building Services Engineers;
- l. will set out how the Development will comply with the Heat Trust standards;
- m. will consider estimated costs to occupants and set out proposals to protect consumers from high prices and provide quality assurance including through transparent billing, proposals for heat tariff options for occupants, consumer choice for metering arrangements (at no extra costs), proposals linking thermal storage to pricing signals and renewable generation; and

- n. will set out proposals for aftercare support for occupants.

Evidence covering points e-n above will be appended to the main Updated Energy Statement when submitted, and should include (but not necessarily be limited to) relevant drawings, supporting text, and other relevant information or technical reports.

The Owner covenants:

#### **Energy Statement**

2. Prior to Implementation of the Development to submit an Updated Energy Statement to the Council.
3. Not to Implement or permit the Implementation of the Development until an Updated Energy Statement has been submitted to and approved in writing by the Council ("the Approved Updated Energy Statement").
4. To comply at all times with the Approved Updated Energy Statement (and with any amendments thereto which may be approved by the Council in writing from time to time) and not to carry out the Development unless in full compliance with the Approved Updated Energy Statement (also demonstrating this via the Final Carbon Emissions Report as defined in Schedule 1 of this Agreement) and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all reasonable steps required by the Council to remedy such non-compliance.

#### **Decentralised Energy Network - connection ready**



5. To construct the Development so that it is ready to connect to a Decentralised Energy Network in the future and submit a report to the Council prior to Occupation demonstrating how this has been done.
6. To design and construct the Development so that it is able to connect to a Decentralised Energy Network under the terms of this Agreement including that:
  - 6.1 its Heat Demand is supplied by the Communal Heating System which is designed and constructed to optimise the efficient supply of heating energy to the Development (and allowing for possible future District Heating Connection) including but not limited the following specific details:
    - 6.1.1 the construction of the plant room wall shall be designed to allow for district heating pipework to pass through;
    - 6.1.2 the low loss header will incorporate additional primary flow and return connections to the heating system header, left valved and capped to facilitate connection to a Decentralised Energy Network in the future; and
    - 6.1.3 to facilitate connection to a Decentralised Energy Network space should be allowed to enable an interface plant such as a plate heat exchanger to be installed at the time of connection to segregate the district heating from the building's secondary circuit.
  - 6.2 A District Heating Connection Point is designed and constructed so that heating energy can be transferred from the Decentralised Energy Network to the Communal Heating System in the event that a District Heating Connection is made in accordance with the terms of this Agreement.

- 6.3 Schematics and plan drawings should demonstrate a sufficiently sized energy plant room to accommodate plate heat exchangers, safeguarded pipework route and a single point of connection.

7. Where future provision is made for a Decentralised Energy Network within 10 years of the date of this Agreement, the Council may serve a notice on the Owner requesting that the Owner connects to the Decentralised Energy Network in order to supply the Development with heating and hot water.
8. Upon receipt of a notice referred to in paragraph 7 of this Schedule 7 the Owner shall connect the Development to the Decentralised Energy Network within 24 months of receipt of the notice PROVIDED THAT the Owner shall only be required to connect to the Decentralised Energy Network in the event it is not required to obtain any new rights in respect of any third party land in order to facilitate such connection.
9. The additional plant required to facilitate connection to the network shall be verified to be from the agreed low carbon source before 2027 as per the Network Operators Decarbonisation Strategy set out in the Approved Updated Energy Statement.

#### **Energy Monitoring**

10. In order to demonstrate compliance with the 'be seen' post-construction monitoring requirement of Policy SI 2 of the London Plan, the Owner shall at all times and all in all respects comply with the energy monitoring requirements set out in points a, b and c below. In the case of non-compliance the Owner shall upon written notice from the Council immediately take all steps reasonably required to remedy non-compliance
  - (a) Prior to each building being Occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be

Seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-wedo/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energymonitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

- (b) Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-londonplan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.

- (c) In the event that the 'In-use stage' evidence submitted under Clause b) shows that the 'As-built stage' performance estimates derived from Clause a) have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in Clause b) shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

## SCHEDULE 8

### ARCHITECT

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Architect" means Stockwool of 6 Orsman Road, London N1 5QJ or such other architect as may be approved in writing by the Council

The Owner covenants:

2. to ensure that the Architect continues to be employed in respect of the Development for the duration of the Construction Phase unless otherwise agreed by the Council in writing PROVIDED THAT such obligation on the part of the Owner shall terminate in circumstances where the Architect is in breach of its contractual, fiduciary or other duties to the Owner
3. in the event that changes to the Architect become necessary due to circumstances beyond the control of the Owner during the Construction Phase, the Owner shall immediately notify the Council and consult with the Council as to the appointment of a replacement architect

## SCHEDULE 9

### WHEELCHAIR USER UNITS

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Exclusivity Period" means the 12 month period preceding Practical Completion;

"Wheelchair User Units" means the 21 Residential Units shown with red asterisks on the Residential Drawings appended to this Agreement at Schedule 12 and being wheelchair user dwellings in accordance with Part M4(3) Volume 1 of the Building Regulations 2010 (as amended from time to time); and

"Wheelchair User Units Marketing Strategy" means the strategy to be prepared by the Owner that sets out how the Wheelchair User Units will be advertised during the Exclusivity Period to ensure that those who require wheelchair accessible housing are appropriately targeted and which shall specify that marketing efforts include the use of the following publications:

- The Waltham Forest Guardian  
<http://www.guardian-series.co.uk/homes/>
- The Accessible Property Register  
[www.accessible-property.org.uk](http://www.accessible-property.org.uk)
- The Houseshop (formerly The Little

Housing Company)  
<https://www.thehouseshop.com/accessible-properties>

- Homes for Londoners -  
<https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners/search/>

The Owner covenants:

2. Prior to the Implementation Date submit and thereafter resubmit if not approved, to the Council the Wheelchair User Units Marketing Strategy until such time as the same is approved in writing by the Council ("the Approved Strategy").
3. Not to Implement cause or permit the Implementation of the Development unless/until the Wheelchair User Units Marketing Strategy has been approved by the Council.
4. To market the Wheelchair User Units in accordance with the Approved Strategy for the duration of the Exclusivity Period AND in the event of non-compliance with this paragraph the Owner shall upon notice from the Council forthwith take any steps reasonably and properly required by the Council to remedy such non-compliance.

**SCHEDULE 10**  
THE PAYMENT NOTICE

**Payment Notice**

To be sent to Section106@walthamforest.gov.uk

**Payment of monies due under a Section 106 Agreement**

Please answer all the questions.

1. Payment made by/on behalf of: .....
2. Land at: .....
3. Agreement Dated: .....
4. Planning Reference No. ....
5. Obligation in Agreement: .....
6. Clause no: .....
7. Contribution towards: .....
8. Amount of contribution due: .....
9. Date upon which contribution is due: .....
10. Indexation completed and added (state amount): .....
11. Interest added because payment late (state amount): .....
12. Final Amount Paid:.....

**IMPORTANT – PLEASE NOTE**

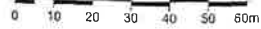
Please note that payment of the Contributions will only be accepted by electronic transfer. The Council's bank details are available on request from Section106@walthamforest.gov.uk

**SCHEDULE 11**

PLAN 1



--- OWNERSHIP BOUNDARY



*[Handwritten signature]*

*[Handwritten signature]*

95853

100 1:100 2012/12/01

SITE LOCATION PLAN

*[Handwritten signature]*

**stock wool**

The Priory House 18 Roper Street  
London E1 8RF 020 7254 8600  
info@stockwool.co.uk

Client  
Marsh Lane (Leyton) LLP

Project  
Marsh Lane, Leyton

Drawing  
Red Line - Section 106  
Plan

Project Status  
PLANNING

Scale 1:1250 @ A3  
CAD File 2012.dwg  
Date Created  
Drawn  
Checked

Project No. Drawing No. Revision  
3549\_PL(10)02\_

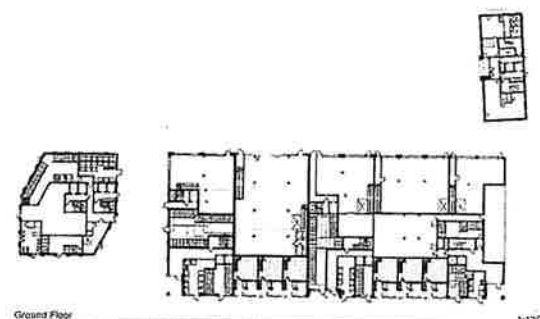
Any errors and omissions in the report are the responsibility of the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © STOCKWOOL. All dimensions to be checked on site. Do not scale.

**SCHEDULE 12**

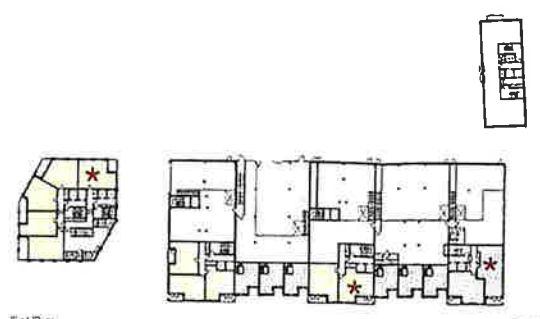
**THE RESIDENTIAL DRAWINGS**



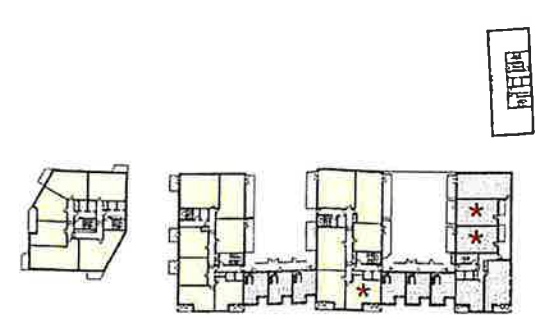
- KEY**
- PRIVATE
  - INTERMEDIATE
  - AFFORDABLE
  - WHEELCHAIR UNIT (H)



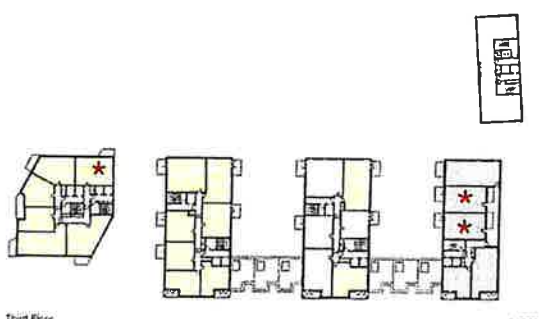
Ground Floor 1:1250



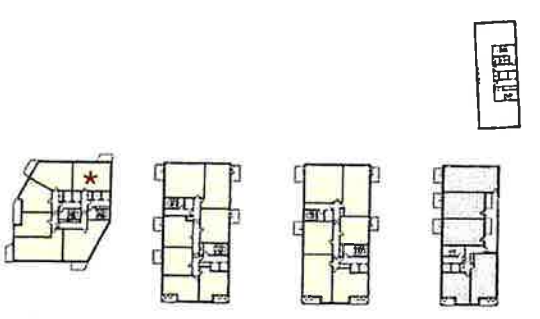
First Floor 1:1250



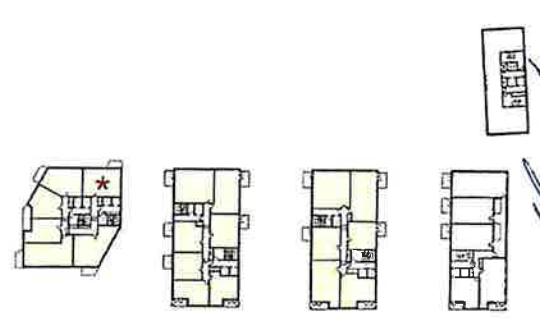
Second Floor 1:1250



Third Floor 1:1250



Fourth Floor 1:1250



Fifth Floor 1:1250

*[Handwritten signature]*

REV 0/00 14/06/2010



Sixth + Seventh Floor 1:1250



Eighth Floor 1:1250



Ninth-Sixteenth Floor 1:1250

9/5/03

*[Handwritten signature]*

**stock wool**

The Pump House 18 Hopper Street  
LONDON E1 6JH 020 7354 8000  
info@stockwool.co.uk

Client  
Marsh Lane (Leyton) LLP

Project  
Marsh Lane, Leyton

Drawing  
Tenure Diagram

Product name  
PLANNING

Scale 1:1250(A3)  
CAD File 3/14/10  
Date created 14/06/10  
Drawn  
Checked

Project no. Drawing no. Rev. no.  
3549\_SK(90)406\_

Any errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey. Approval on provided by the client. This drawing is copyright © STOCKWOOL. All dimensions to be checked on site. Do not scale.



SCHEDULE 13

**NOMINATIONS AGREEMENT**

**THIS AGREEMENT** is made on

202

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST** of Town Hall, Forest Road, Walthamstow, London, E17 4JA ("the Council") of the first part
- (2) **HOUSING ASSOCIATION** (Industrial and Provident Societies number <<xxx>>) whose registered office is at <<xxx>> ("the Association") of the second part

**WHEREAS:**

1. The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of the Housing Act 1985, Part I
2. The Association is a registered provider within the meaning of Section 80 of the Housing and Regeneration Act 2008 and is registered under the Industrial and Provident Societies Act 1965
3. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Land is situated
4. By a transfer ("the Transfer") of <<insert date>> the Developer transferred part of the Land containing the Affordable Housing Units ("the Site") to the Association so as to facilitate the management of the Affordable Housing Units by the Association

**NOW THIS DEED WITNESSES** and it is agreed as follows:

**5. DEFINITIONS**

- 5.1 In this Agreement the following expressions shall unless the context otherwise require have the following meanings:-

"the Affordable Housing Units" the <<insert number>> Affordable Rented Units as defined and described in the Section 106 Agreement and being constructed pursuant to the Planning Permission

"the Agreement" means this agreement made by deed between the Council and the Association

"the Developer" means <<insert name of developer and registered address>>

"Housing Allocation Scheme" the Council's scheme, policy, protocol or method for allocating housing to those on the Council's housing waiting list and/or in need of priority housing

"the Land" the land and premises known as <<insert description>> shown edged in red on Plan 1 and registered at HM Land Registry under title number <<insert title number>> and being the land to which the Planning Permission relates

"Nomination Notice" means a written notice given by the Council to the Association which contains details of the Nominee(s)

"Nomination Rights" shall mean the rights granted by the Association to the Council to nominate tenants to the Affordable Housing Units as set out in this Agreement

"Nominee(s)" means a person(s) named in a Nomination Notice

"Non-True Void" where an Affordable Housing Unit is vacant as a result of:  
a. a tenant having been decanted to alternative accommodation temporarily but with the intention of returning to the Affordable Housing Unit

- b. voids created through tenant transfer in the borough within the Association's stock (a mutual exchange)
- c. a tenant having been re-housed via any mobility scheme where a right to nominate a tenant to the Association's Housing stock is required in return
- d. a tenant having been moved or having been transferred in such other circumstances as the Parties hereto may agree from time to time in writing as not being True Voids

"the Parties" the parties to this Agreement and their successors in title

"Plan 1" means the plan annexed at Schedule 1

"Plan 2" means the plan annexed at Schedule 2

"Planning Permission" means the permission issued by the Council as local planning authority to the Developer in respect of the Land on <<insert date>> under planning reference <<insert planning reference>> for the construction of <<insert description of the development>>

"Practical Completion Date" means the date when the Affordable Housing Units are structurally complete and ready for residential occupation notice of such date to be notified to the Council by the Developer in accordance with the provisions of the Section 106 Agreement

"Regulator of Social Housing" means the non-departmental government body that regulates registered providers, its role is as set out in the Housing and Regeneration Act 2008

"the Section 106 Agreement"

the agreement containing planning obligations under Section 106 of the Town and Country Planning Act 1990 (as amended) dated <<insert date>> and made between the Council, the Developer and <<insert names of other parties>> in respect of the Land and pursuant to the Planning Permission

"the Site"

the land containing the Affordable Housing Units known as <<insert description>> shown edged red on Plan 2 and registered at HM Land Registry under title number <<insert title number>>

"Tenancy Agreement"

means a tenancy agreement between the Association and a Nominee in the Association's standard form

"True Void"

means an Affordable Housing Unit being vacant as a result of :

- (a) the tenant having moved to other accommodation
- (b) the tenant having died and there being no right of succession to the tenancy whether under the terms of the tenancy agreement or under statute
- (c) the tenant having purchased the Affordable Housing Unit
- (d) the tenant having been evicted or having abandoned the Affordable Housing Unit
- (e) the Affordable Housing Unit becoming vacant for any other reason other than a Non-True Void

"Vacancy Notice"

means a written notice given by the Association to the

Council that a Affordable Housing Unit is vacant

Working Day

means any day Monday to Friday but excluding Bank and Public Holidays

## 6. Enabling Powers & Interpretations

6.1 This Agreement is made under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers

## 7. Association's covenants

7.1 The Association covenants with the Council that it shall observe the covenants, restrictions and obligations contained in the Section 106 Agreement that relate to the Affordable Housing Units and the Site

## 8. Council's right to nominate tenants

8.1 The Association grants to the Council the right to nominate tenants to occupy the Affordable Housing Units in perpetuity from the Practical Completion Date

### New Build

8.2 The Association shall grant to the Council the right to nominate tenants to 100% of all new lettings or in accordance with any regional nominations protocols that the Council may enter into from time to time.

### Re-lets

8.3 The Association shall grant to the Council the right to nominate tenants to occupy the Affordable Housing Units in accordance with the following ratio:

- 50% of the True Voids for all the one bedroom Affordable Housing Units; and
- 75% of the True Voids for all two bedroom and over Affordable Housing Units

## 9. Exercise of Nomination Rights

9.1 The Nomination Rights shall be exercised from the Practical Completion Date in accordance with the Council's Housing Allocation Scheme

9.2 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with exercise of the Nomination Rights

**10. Disposal of the Site**

10.1 THE Association AGREES with the Council that during the period of this Agreement the Association will not dispose of the Site or any part of it except:

10.1.1 in accordance with the provisions of this Agreement or

10.1.2 to a purchaser or transferee who is a registered provider within the meaning given in the Housing and Regeneration Act 2008 who is willing to enter into an agreement on similar terms to this Agreement in so far as such obligations remain to be observed and performed and prior to any such disposal the Association must seek the written consent of the Council such consent not to be unreasonably withheld or delayed or

10.1.3 to a purchaser of an Affordable Housing Unit exercising a statutory right to acquire or by way of a mortgage charge or loan taken out by the Association and secured against the Site

AND for the avoidance of doubt it is confirmed that the terms of this Agreement shall not be binding upon a lender mortgagee or chargee of the Association exercising its power of sale nor shall it bind a receiver of the Association

**11. Rent**

11.1 The Association agrees that the initial rent for each Affordable Housing Unit and subsequent rent increases will be set in accordance with the provisions of the Section 106 Agreement

**12. Procedure**

12.1 12 weeks prior to the Practical Completion Date the Association shall serve a notice on the Council of the expected Practical Completion Date together with a schedule of the Affordable Housing Units to include the following information: (i) the size by number of bedrooms and person occupancy of each Affordable Housing Unit, (ii) the type of dwelling and for flats/apartments which floor each flat/apartment is on and whether there are lifts (iii) which units are wheelchair user dwellings, (iv) expected rent and service charge, and (v) postal address.

12.2 The Association shall serve Vacancy Notices in respect of the Affordable Housing Units at least 8 weeks prior to the Practical Completion Date

12.3 Following receipt of Vacancy Notices the Council will advertise the Affordable Housing Units through the choice based lettings system ChoiceHomes that the Council uses to advertise affordable housing units available for letting.

12.4 Within 10 Working Days of the date of receipt of a Vacancy Notice in respect of an Affordable Housing Unit the Council shall serve on the Association no more than 1 Nomination Notice for each vacancy

12.5 As soon as reasonably practicable thereafter the Association shall offer a Tenancy Agreement to the Nominee(s) named in the Nomination Notice in such priority order as the Council may specify in writing

12.6 If any or all of the Nominees named in each Nomination Notice reject the Association's offer of a Tenancy Agreement the Association shall serve a second Vacancy Notice within 10 Working Days of the rejection whereupon the procedure set out in Clauses 12.1 to 12.5 shall be repeated and thereafter keep following this procedure until the vacancy is filled PROVIDED THAT if the vacancy has not been filled within 3 (three) months starting on the date of the second Vacancy Notice as set out in this clause 12.6, the Association shall be permitted to nominate any person it considers to be in need of an Affordable Housing Unit in accordance with the Association's lettings policy ("Association's Nominee") and shall be further permitted to enter into a Tenancy Agreement with the Association's Nominee and the Association shall notify the Council as soon as reasonably practical of any such tenancy

12.7 The Association shall supply the Council with full details of any offer of a Tenancy Agreement made by the Association within 5 Working Days of the offer made and shall notify the Council as soon as reasonably practicable of the outcome.

12.8 If the Association does not offer a Tenancy Agreement to any Nominee specified in the Nomination Notice served by the Council under Clause 12.2 it must supply the Council with full details of the reason for not making any offer as soon as reasonably practicable.

12.9 In the case of the rejection of an offer by the Nominee, full details of reasons for rejection and indication of whether the Nominee intends to appeal, the suitability of the offer should be provided to the Council within 2 Working Days of the Nominee rejecting the offer.

### 13. Monitoring

13.1 The Association shall provide to the Council a first lets nominations monitoring report in a format provided by the Council detailing how the Association has complied with Clause 8.2 of this agreement

13.2 Thereinafter the Association shall provide to the Council quarterly monitoring reports in a format provided by the Council detailing how the Association has complied with Clause 8.3 of this Agreement, these shall be provided by the end of April, July, October and January of each year.

### 14. Disputes

14.1 In the event that any difference arises between the Parties with regard to this Agreement such dispute shall in the first instance be referred to *[specify]* of the Association and the Assistant Director for Housing Strategy of the Council or their nominees who shall meet and attempt to resolve the dispute within 14 days from the date of such referral

14.2 If such dispute cannot be resolved as provided for in clause 14.1 above then the dispute shall be referred to the determination of a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing and such person so chosen shall act as an expert and not as an arbitrator but

shall consider written representations made to him/her by the Parties and the costs of such persons shall be borne as (s)he may determine

### 15. Council as a local authority

15.1 Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority and the same may be as fully and effectually exercised in relation to the dwellings constructed on the Site as if this Agreement had not been executed by it

### 16. Full agreement

16.1 This Agreement contains all the terms expressly agreed between the Parties in respect of the exercise of the Nomination Rights and shall only be varied in writing and signed by both parties or on their behalf provided that this Agreement may be varied by the Council where such variation is required by statute order bylaw or statutory instrument which has the effect of varying or removing from the Council its statutory responsibility

### 17. Notices

17.1 Any notice (or other communication) required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice (or communication) at its address as set out below:

**Council:** Assistant Director Housing Strategy, Housing - Resident Services Directorate, Waltham Forest Council, Town Hall, Forest Road, E17 4JF

**Association:** <<NAME OF CONTACT>> <<ADDRESS>>;

or as otherwise specified by the relevant person by notice in writing to each other person.

In Witness whereof the Parties hereto have executed this Agreement as a deed on the day and year first before written

### EXECUTION CLAUSES

**SCHEDULE 14**

THE DRAFT PLANNING PERMISSION

**Regeneration and Growth Directorate**  
Economic Growth & Housing Delivery  
Strategic Director: Stewart Murray



Waltham Forest Town Hall, Forest Road, London E17 4JF

Charles Moran  
CMA Planning, 113 The Timberyard  
Drysedale Street  
London N1 6ND

**Date of decision:**

**TOWN AND COUNTRY PLANNING ACT 1990**

**DRAFT**

DECISION NOTICE

**Application reference number:** 220695

**Description of work:**

The demolition of the existing single storey industrial building and structures that contain 4,013 sqm of light industrial floorspace Class E (g) (iii) and office accommodation (Class E (g) (i) and the construction of new building blocks that would range between three to seventeen storeys in height to accommodate 213 residential homes (Use Class C3), new light industrial floorspace (Class E (g) (iii) and office workspace (Class E (g) (i) together with the creation of new public realm and landscaping improvements, provision of 11 disabled parking spaces, cycle parking, refuse stores, new servicing arrangements and highways works.

**Location of work:**

Unit 2, 210 Church Road, Leyton, London, E10 7JQ

The application together with attached drawings for the above development has been considered and in pursuance of the powers exercised by them as the local planning authority this Council **DO HEREBY GIVE NOTICE** of the decision to **GRANT** permission for the development.

Subject to compliance with the following conditions:

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

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

2. The development hereby approved shall be carried out in accordance with the following drawings

and documents:

**Documents:**

Addendum to Design and Access Statement dated January 2023; Design and Access Statement dated February 2022; Planning Statement dated February 2022; Planning Statement Addendum dated February 2023; Heritage, Townscape and Visual Appraisal dated February 2022; M&E Stage Report by TPS (Revision A) dated March 2023; Revised Transport Assessment (Report Reference 2101340-02B) dated February 2023; Report to inform Habitat Regulations Assessment and Screening Assessment dated November 2022; Preliminary Ecological Appraisal dated January 2022; Financial Viability Assessment (updated report) dated 5<sup>th</sup> January 2023; Planning Fire Statement (Reference F10491) dated 16<sup>th</sup> December 2022; Revised Daylight & Sunlight Report dated 15<sup>th</sup> December 2022; Updated Energy Strategy Report dated 24<sup>th</sup> January 2022; CFD Analysis of Wind Microclimate Pedestrian Conditions (Issue 01) dated 22<sup>nd</sup> February 2022; Sustainability Statement dated 24<sup>th</sup> January 2022; Foul Sewage & Utilities Assessment dated January 2022; Statement of Community Involvement dated January 2022; Overheating Assessment (Version 01) dated 24<sup>th</sup> January 2022; Outline Construction Logistics Plan dated January 2022; Noise & Vibration Assessment dated January 2022; Life Cycle Carbon Assessment (Version 01) dated 25<sup>th</sup> January 2022; Industrial Demand Study dated October 2021; Health Impact Assessment dated March 2022; Framework Travel Plan dated February 2022; Flood Risk Assessment and SUDS Strategy dated January 2022; Daylight/Sunlight Assessment dated January 2022; Contaminated Land Assessment dated January 2022; Circular Economy Statement (Version 01) dated 25<sup>th</sup> January 2022; Archaeological Desk Based Assessment dated January 2022; Arboricultural Impact Assessment and Arboricultural Method Statement dated 11<sup>th</sup> March 2022; Air Quality Impact Assessment dated January 2022 and Air Quality Neutral Assessment dated January 2022.

**Drawings:**

3549\_PL(90)10; 3549\_PL(90)01; 3549\_PL(90)02; 3549\_PL(90)03\_P02; 3549\_PL(90)20;  
21/AG/881/06; 21/AG/881/03; 3549\_PL(20)101\_P02; 3549\_PL(20)102\_P02;  
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3549\_PL(20)159\_P01; 3549\_PL(20)160\_P01; 3549\_PL(20)161; 3549\_PL(20)201\_P02;  
3549\_PL(20)202\_P02; 3549\_PL(20)203\_P02; 3549\_PL(20)204\_P02; 3549\_PL(20)205\_P01;  
3549\_PL(20)206\_P01; 3549\_PL(20)207\_P01; 3549\_PL(20)208; 3549\_PL(20)301\_P02;  
3549\_PL(20)302\_P02; 3549\_PL(20)303\_P02; 3549\_PL(20)304\_P01; 3549\_PL(20)305;  
3549\_PL(20)401\_P02; 3549\_PL(20)402\_P02; 3549\_PL(20)403\_P01; 3549\_PL(20)404\_P01;  
3549\_PL(20)405\_P01; 3549\_PL(20)406\_P01; 3549\_PL(20)407\_P01; 3549\_PL(20)408\_P01;  
3549\_PL(20)409\_P01; 3549\_PL(20)410\_P01; 3549\_PL(20)411; 3549\_PL(20)412; L-XX-SK-102  
(Revision 01), L-XX-PLN-101 (Revision 05), L-XX-PLN-102 (Revision 05) and 2101340-D18  
(Revision A).

REASON: To ensure a satisfactory appearance in accordance with Policy CS15 of the Waltham Forest Local Plan Core Strategy (2012).

**Materials:**

3. Prior to commencement of the development (excluding ground works and substructure), and notwithstanding any indications shown on the submitted plans, samples, and a schedule of

materials to be used in the external surfaces of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and thereafter retained as such for the lifetime of the development.

REASON: To ensure a satisfactory appearance in accordance with Policies CS12 and CS15 of the Waltham Forest Local Plan Core Strategy (2012), policy DM28 of the Waltham Forest Local Plan – Development Management Policies (2013) and policy D4 of the London Plan (2021).

**Highways and Parking:**

4. Prior to commencement of development hereby approved, a detailed Construction Logistic Plan in connection to the demolition phase of the development is required to be submitted for approval by the Local Planning Authority prior to commencement of works and using the TfL template and guidance, which include inter alia:

- Journey planning, highlighting access routes.
- Method of access and parking of construction vehicles.
- Measures to prevent deposition of mud on the highway.
- Dust mitigation and suppression measures to control the spread of dust from demolition, disposal, and construction.
  
- Site operation times.
- Loading and unloading locations, taking into consideration existing parking restrictions.

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

REASON: In the interests of highway and pedestrian safety in accordance with policies CS7 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).

5. Prior to commencement of construction works for the development (excluding demolition works) hereby approved, a detailed Construction Logistic Plan to cover construction works of the development is required to be submitted for approval by the Local Planning Authority prior to commencement of works and using the TfL template and guidance, which include inter alia:

- Journey planning, highlighting access routes.
- Method of access and parking of construction vehicles.
- Measures to prevent deposition of mud on the highway.
- Dust mitigation and suppression measures to control the spread of dust from demolition, disposal, and construction.
  
- Site operation times.
- Loading and unloading locations, taking into consideration existing parking restrictions.

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

REASON: In the interests of highway and pedestrian safety in accordance with policies CS7 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).

6. Prior to the commencement of development on the site, a specification for a highway condition survey to assess the condition of highway before and after construction works shall be submitted to and approved in writing by the local planning authority and the condition survey report shall include a site location plan highlighting the location of the photographs. The highway condition survey shall then be carried out in accordance with the approved timescales contained within the approved

specification and it shall be submitted to and approved in writing by the Local Planning Authority before any part of the development is occupied. Any damage to the highway incurred as a result of the construction works, will have to be re-instated by the Council but funded by the developer, in accordance with the timescales and details agreed as part of the survey.

REASON: In the interest of pedestrian and highway safety, to comply with Policy CS7 of the Waltham Forest Local Plan – Core Strategy (2012) and Policy DM14, DM15 and DM32 of the Waltham Forest Local Plan – Development Management Policies (2013).

7. Prior to occupation of the development hereby approved, a Car Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The car parking spaces shall be laid out and allocated in accordance with the approved management plan and shall be made available for the purposes of parking private motor vehicles in association with the development and for no other purpose. The development shall be implemented in accordance with the approved details and retained as such for the lifetime of the development.

REASON: In the interests of highway and pedestrian safety in accordance with policies CS7 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).

8. Prior to first occupation of the development and notwithstanding any indication on the submitted drawings, a schedule showing the number and location of all cycle parking spaces and details of secure and sheltered cycle storage facilities, shall be submitted to and agreed in writing by the Local Planning Authority. The agreed cycle strategy shall be fully implemented prior to occupation and shall be permanently retained thereafter.

REASON: In the interest of security and sustainable development, in compliance with Policies CS6, CS15 and CS16 of the Waltham Forest Local Plan - Core Strategy (2012) and Policies DM13, DM14, DM23 of the Waltham Forest Local Plan - Development Management Policies (2013).

9. Prior to first occupation of the development, a detailed Servicing and Delivery Plan shall be submitted to and approved in writing by the Local Planning Authority. The DSP shall make reference to safety measures that will be in place to reduce conflicts between service vehicles and other users (cycle stores, disabled parking and any other pedestrians) and shall also include details on how delivery vehicles are restricted during peak periods.

REASON: In the interest of highway safety, in compliance with Policies CS6, CS15 and CS16 of the Waltham Forest Local Plan - Core Strategy 2012 and Policies DM13, DM14, DM23 of the Waltham Forest Local Plan – Development Management Policies (2013).

10. Prior to the commencement of development (other than demolition, site clearance and preparation, ground works and development below DPC level), a drainage strategy detailing any on and/or off-site drainage works, shall be submitted to, and approved by the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed. The development shall be carried out in accordance with the approved details and thereafter retained as such for the lifetime of the development.

REASON: In the interests of future health of occupiers of the development and to Waltham Forest Local Plan – Core Strategy (2012) and policies DM23, DM24 and DM34 of the Waltham Forest Local Plan Development Management Policies (2013).

11. Prior to occupation, details of any form of external illumination and/or external lighting on the buildings and around the site including any street lighting shall be submitted to and approved in

writing by the Local Planning Authority. The approved details shall be fully implemented prior to the first occupation of any part of the development hereby permitted and retained as such for the lifetime of the development.

REASON: In the interest of health and to protect the living conditions of existing and future residents in the locality in accordance with Policy CS13 of the Waltham Forest Local Plan Core Strategy (2012).

12. Prior to occupation of development, a Full Travel Plan which sets out in detail the process for surveying and monitoring trips to and from the development site shall be submitted to and approved in writing by the Local Planning Authority. The approved Travel Plan shall set out how the development will encourage a modal shift, with appropriate targets, towards sustainable and active modes of travel and their process of reporting to the Local Planning Authority.

REASON: In the interest of security and sustainable development, in compliance with Policies CS6, CS15 and CS16 of the Waltham Forest Local Plan - Core Strategy 2012 and Policies DM13, DM14, DM23 of the Waltham Forest Local Plan – Development Management Policies (2013).

13. Prior to construction of works for the development hereby approved, a construction/demolition method statement in connection to demolition and construction phases of the development shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall include details of the following:

- Works of demolition and construction shall be carried out during normal working hours i.e., 8:00 – 18:00 Mondays to Fridays and 8:00 – 13:00 Saturdays with no noisy working audible at the site boundary being permitted on Sundays and Bank Holidays.
- Haulage routes.
- Likely noise levels being generated by plants.
- Details of any noise screening measures.
- Proposals for monitoring noise and procedures to be put in place where agreed noise levels are exceeded.
- When works are likely to lead to vibration impacts on surrounding residential properties, proposals for monitoring vibration and procedures to be put in place if agreed vibrations levels are exceeded. Note: It is expected that vibration over 1 mm/s measured as a peak particle velocity would constitute unreasonable vibration.

All the above submissions shall have regard to the Mayor's SPG. The development shall be carried out in accordance with the hours of operation stated in this condition and the approved construction and demolition statement hereby required.

REASON: To ensure considerate construction and to protect the amenities of the nearby residents from excessive noise and dust and to comply with policies CS7 CS13 of the Waltham Forest Local Plan Core Strategy (2012) and policies DM14, DM15 and DM24 of the Waltham Forest Local Plan - Development Management Policies (2013).

14. Prior to the commencement of the development (other than demolition, site clearance and preparation, groundwork, and development below DPC level), a sound insulation scheme shall be submitted to and approved in writing by the Local Planning Authority, which will incorporate details of sound insulation to be installed between the industrial-related floorspace and the residential premises to manage noise and disturbance. The scheme of noise insulation measures shall be prepared by a suitably qualified consultant/engineer and shall demonstrate that the proposed sound insulation will achieve a level of protection which is at least +5dB above the Approved Document E



standard (Dwelling houses and flats) for airborne sound insulation and -5dB for impact sound insulation. The development shall be carried out in accordance with the approved scheme and shall be fully implemented prior to the development hereby approved first being brought into use and shall thereafter maintained as such for the lifetime of the development.

REASON: To protect the amenities of occupiers and the surrounding area, to comply with Policies CS13 and CS15 of the adopted Waltham Forest Local Plan – Core Strategy (2012) and Policies DM24 and DM32 of the adopted Waltham Forest Local Plan – Development Management Policies (2013).

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

REASON: To ensure that air quality is not adversely affected by the development in line with London Plan policy 7.14 and the Mayor's SPG: The Control of Dust and Emissions during Construction and Demolition.

16. No demolition or development shall commence until full details of the proposed mitigation measures for impact on air quality and dust emissions, in the form of an Air Quality and Dust Management Plan (AQMDP), have been submitted to and approved in writing by the local planning authority. In preparing the AQMDP the applicant should follow the recommendations outlined in the AQ assessment submitted with the application and the guidance on mitigation measures for sites set out in Appendix 7 of the Control of Dust and Emissions during Construction and Demolition SPG 2014. Both 'highly recommended' and 'desirable' measures should be included. If the development is in or near an air quality focus area the applicant should follow the guidance on mitigation measures for **Medium Risk** as a minimum.

REASON: To manage and mitigate the impact of the development on the air quality and dust emissions in the area and London as a whole, and to avoid irreversible and unacceptable damage to the environment in accordance with London Plan Policies 5.3 and 7.14 (2016), and the London Plan SPGs for Sustainable Design and Construction and Control of Dust and Emissions during Construction and Demolition.

17. The noise of all new plant shall be 10dB(A) below the underlying background noise level (LA90) during the time of plant operation at a position one metre external to the nearest noise sensitive premises. The underlying background LA90 shall be determined in the absence of the new plant noise. This assessment must be completed in accordance with BS4142: 2014 Method for rating industrial noise affecting mixed residential and industrial areas.

REASON: To protect the amenities of adjoining occupiers and the surrounding area, in order to comply with Policy CS13 of the Waltham Forest Local Plan – Core Strategy (2012) and Policies DM24 and DM32 of the Waltham Forest Local Plan – Development Management Policies (2013).

#### Hours of Operation:

18. The non-residential premises within the development shall operate between the following hours and at no other times without prior written consent having first obtained from the Local Planning Authority:

- Mondays to Fridays (7AM - 10PM)
- Saturdays (8AM – 8PM)
- Sundays and Bank Holidays (10AM – 4PM)

All employees shall vacate the premises within 30 minutes of service ceasing.

REASON: To protect the amenities of occupiers and the surrounding area, in order to comply with Policy CS13 of the Waltham Forest Local Plan – Core Strategy (2012) and Policies DM24 and DM32 of the Waltham Forest Local Plan – Development Management Policies (2013).

19. No deliveries for the commercial floorspace hereby approved shall be taken to or dispatched from, the site, other than between the hours of 8:00AM and 23:00 Mondays to Saturdays, and at no time on Sundays, Bank Holidays or Public Holidays.

REASON: To safeguard the amenities of occupiers are protected from the poor air quality in the vicinity. In the interests of the future health of the occupiers of the development in accordance with Policy CS13 of the Waltham Forest Local Plan Core Strategy (2012) and policy DM24 of the Waltham Forest Local Plan - Development Management Policies (2013).

#### Landscaping:

20. Prior to the occupation of the development a scheme of hard and soft landscape works shall be submitted to and approved in writing by the Local Planning Authority. Soft landscape works shall include planting plans, and schedules of plants, noting species, plant sizes and proposed numbers/densities within a planting schedule, also the method of planting including soil composition, tying, and staking, a maintenance care regime including mulching and watering and the replacement of any species that die within 5 years of planting. The development shall be implemented in accordance with the approved details and retained as such for the lifetime of the development.

REASON: To ensure a satisfactory appearance and in the interest of local amenity and biodiversity in accordance with Policies CS15 of the Waltham Forest Local Plan Core Strategy (2012), and Policies DM23, DM32, DM35 of the Waltham Forest Local Plan Development Management Policies (2013).

21. Prior to commencement of the development (other than demolition, site clearance and preparation, groundwork, and development below DPC level), of the development, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The details shall include protection measures, foundation design, root barriers and any other steps required to ensure the protection of the highways tree adjacent to the site.

REASON: To ensure a satisfactory appearance in the interest of local amenity and biodiversity in accordance with Policies CS15 of the Waltham Forest Local Plan Core Strategy (2012), and Policies DM23, DM32, DM35 of the Waltham Forest Local Plan Development Management Policies (2013).

22. Prior to occupation of the development, detailed planting, management and maintenance plans shall be submitted to and approved in writing by the Local Planning Authority. The plans shall demonstrate how the soft landscaping proposals will be successfully implemented and maintained in the long term and shall include planting methods and maintenance schedules with reference to the relevant British Standards and horticultural and arboricultural best practice guidance.

REASON: To ensure a satisfactory appearance in the interest of local amenity and biodiversity in accordance with Policy CS15 of the Waltham Forest Local Plan Core Strategy (2012) and Policies DM23 and DM32 of the Waltham Forest Local Plan Development Management Policies (2013).

23. All planting, seeding, or turfing comprised in the approved details of landscaping shall be carried out not later than the first planting and seeding seasons prior to the completion of the development.

Any new trees or shrubs which, within a period of 5 years from the completion of the development, die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season, with others of a similar size and species, unless the Local Planning Authority agrees any variation in writing.

REASON: To ensure a satisfactory appearance and in the interest of local amenity and biodiversity in accordance with Policies CS15 of the Waltham Forest Local Plan Core Strategy (2012), and Policies DM23, DM32, DM35 of the Waltham Forest Local Plan Development Management Policies (2013).

24. All trees shall be planted in accordance with British Standard BS4043 - *Transplanting Root-balled Trees* and BS4428 - *Code of Practice for General*.

REASON: In the interest of biodiversity and local amenity, in accordance with policy CS5 of the Waltham Forest Local Plan – Core Strategy (2012) and Policy DM35 of the Waltham Forest Local Plan – Development Management Policies (2013).

25. Prior to the occupation of the development, a Habitat Enhancement Report shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the number, positioning and type of habitat bricks, boxes, and hibernacula proposed for birds, bats, and invertebrates.

REASON: In the interest of biodiversity in accordance with Policies CS15 of the Waltham Forest Local Plan Core Strategy (2012), and Policies DM23, DM32, DM35 of the Waltham Forest Local Plan Development Management Policies (2013).

26. Prior to the occupation of the development, an Operational Management Plan in connection to the footway alongside Dagenham Brook shall be submitted to and approved by the Local Planning Authority. The Management Plan shall include details of lighting, CCTV and management of access to Dagenham Brook. The development shall be occupied and operated in accordance with the approved Operational Management Plan.

REASON: To ensure that adequate arrangements are made for maintenance and security to the site and to ensure that the operational management of the development has no harm on the amenity of local residents in accordance with Policy H16 of the London Plan (2021), Policy CS13 of the Waltham Forest Local Plan – Core Strategy (2012) and Policies DM24 and DM32 of the Waltham Forest Local Plan – Development Management Policies (2013).

#### Waste Management:

27. Prior to occupation of the development hereby approved, an updated Waste Management Strategy which sets out a scheme for the storage and disposal of waste and recycling, including details of methods for collection and enclosures, shall be submitted to, and approved in writing by, the Local Planning Authority. The development shall be implemented in accordance with the approved details and the refuse stores brought into use prior to the occupation of the dwellings hereby permitted and shall be retained as such together with the approved Waste Management Strategy being operated for the lifetime of the development.

REASON: In the interests of highway and pedestrian safety in accordance with policies CS7 and CS15 of the Waltham Forest Local Plan Core Strategy (2012).

#### Energy and Sustainability:

28. The non-residential units hereby permitted shall be constructed to achieve not less than

BREEAM 'Very Good' in accordance with the submitted Energy Report (or the equivalent standard in such measure of sustainability for non-residential building design which may replace the scheme). The units shall not be occupied until formal certification has been issued confirming that not less than "Very Good" has been achieved for each, and this certification has been submitted to and approved in writing by the Local Planning Authority.

REASON: In the interests of the sustainability and energy efficiency and to provide high quality development in accordance with policy CS4 of the Waltham Forest Local Plan Core Strategy (2012) and policy DM10 of the Waltham Forest Waltham Forest Local Plan – Development Management Policies (2013).

29. Prior to the occupation of any part of the development hereby permitted, a report demonstrating how the scheme reduces the carbon dioxide emissions of the development by at least 35% compared to the 2013 Building Regulations shall be submitted to, and approved in writing by, the Local Planning Authority. The report shall reference the measures set out in the Energy Statement accompanying the planning application but shall explain what measures have been implemented in the construction of the development. The development and energy efficiency measures shall thereafter be retained

REASON: In the interest of sustainability and energy efficiency of the development and to meet the requirements of policy SI2 of the London Plan (2021) and policy DM10 of the Waltham Forest Development Management Policies (2013).

30. Prior to first occupation of the residential units, an assessment of the size / output of the PV system, and the potential for any change to these in order to deliver further reductions in CO2 emissions, shall be submitted to and approved in writing the Local Planning Authority.

REASON: To ensure the development is sustainable and to comply with policies CS4 of the Waltham Forest Local Plan - Core Strategy (2012), Policies DM10, DM11 and DM24 of the Waltham Forest Local Plan – Development Management Policies (2013) and Policy SI2 of the London Plan (2021).

#### Water and Drainage:

31. Prior to the commencement of development (other than demolition, site clearance and preparation, ground works and development below DPC level), a scheme detailing measures to reduce water use within the development, to meet a target water use of 105 litres or less per person, per day, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved scheme and thereafter retained as such for the lifetime of the development.

REASON: To minimise the water use of the development, in accordance with the requirements of policy SI5 of the London Plan (2021).

32. No drainage systems for the infiltration of surface water drainage into the ground at this site is 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 development shall be carried out in accordance with the approved details and thereafter retained as such for the lifetime of the development.

REASON: In the interests of future health of occupiers of the development and to protect pollution of groundwater in accordance with policies CS4 and CS13 of the Waltham Forest Local Plan – Core Strategy (2012) and policies DM23, DM24 and DM34 of the Waltham Forest Local Plan Development Management Policies (2013).

33. No piling shall take place until a Piling Method Statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to sub-surface water infrastructure and the programme of the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON: In the interests of future health of occupiers of the development and to protect pollution of groundwater in accordance with policies CS4 and CS13 of the Waltham Forest Local Plan - Core Strategy (2012) and policies DM23, DM24 and DM34 of the Waltham Forest Local Plan Development Management Policies (2013).

34. No development shall be occupied until confirmation has been provided that either a) capacity exists off site to serve the development, or b) a development and infrastructure phasing plan has been agreed with the Local Planning Authority in consultation with Thames Water. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phase plan. Or c) All wastewater network upgrades required to accommodate the additional flows from the development have been completed.

REASON: Network reinforcement works maybe required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents of groundwater in accordance with policies CS4 and CS13 of the Waltham Forest Local Plan – Core Strategy (2012) and policies DM23, DM24 and DM34 of the Waltham Forest Local Plan Development Management Policies (2013).

35. Prior to commencement of development, a Source Protection Strategy shall be submitted to and approved by the Local Planning Authority in consultation with Thames Water The strategy shall provide details of how the development will ensure that water abstraction source is not detrimentally affected by the development both during and after the construction phase. The development shall be constructed in line with the recommendation of the approved strategy.

REASON: To ensure that the water resource is not detrimentally affected by the development in accordance with policies DM23, DM24 and DM34 of the Waltham Forest Local Plan Development Management Policies (2013).

36. Prior to commencement of development, evidence that the site building(s) were built post 2000 shall be submitted to and approved in writing by the Local Planning Authority. Alternatively, a pre-demolition and refurbishment asbestos survey in accordance with HSG264 shall be submitted and approved by the Local Planning Authority, which shall be supported by appropriate mitigation measures to control risks to future occupiers of the development. The scheme must be written by a suitably qualified person and submitted to the Local Planning Authority for approval and shall demonstrably identify potential sources of asbestos contamination and detail removal of mitigation appropriate for the proposed uses. Detailed working methods are not required. However, the scheme of mitigation shall be independently verified for the satisfaction of the Local Planning Authority prior first occupation of the development.

REASON: To ensure the risks from land contamination to future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy CS13 of the adopted Waltham Forest Local Plan – Core Strategy (2012) and Policies DM24 and DM34 of the adopted Waltham

Forest Local Plan – Development Management Policies (2013).

37. Prior to commencement of construction works, a scheme including the following components (where applicable) to address the risk associated with site contamination shall be submitted to and approved in writing by the Local Planning Authority (LPA).

- A) A Desk Study report including a preliminary risk assessment and conceptual site model.
- B) A ground investigation based on the findings of the Desk Study Report to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- C) The results of the investigation and revised risk assessment and based on these, in the event that remediation measures are identified necessary a remediation strategy shall be submitted giving full details of the remediation measures required and how they will be undertaken.
- D) A verification report providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy are complete.

Any investigation and risk assessment must be undertaken in accordance with the Environment Agency's Model Procedures for the Management of Contaminated Land (CLR11). In the event that additional significant contamination is found at any time when carryout the approved development it must be reported immediately to the LPA.

For the avoidance of doubt, this condition can be discharged on a section-by-section basis.

REASON: To ensure the risks from land contamination to future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy CS13 of the adopted Waltham Forest Local Plan – Core Strategy (2012) and Policies DM24 and DM34 of the adopted Waltham Forest Local Plan – Development Management Policies (2013).

#### Safety and Security:

38. Prior to commencement of development (other than demolition, site clearance and preparation, groundwork, and development below DPC level), details of measures to be incorporated into the development demonstrating how the development can achieve Secure by Design Certification, shall be submitted to, and approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out of Crime Officers. The development shall be carried out in accordance with the agreed details and maintained as such thereafter.

REASON: In the interest of security and to protect the living conditions of existing and future residents in the locality in accordance with Policy D11 of the London Plan (2021) and Policy DM33 of the of the Waltham Forest Local Plan Development Management Policies (2013).

39. Prior to the first occupation, each Phase of the development shall achieve a Certificate of Compliance to the relevant Secure by Design Guide(s) submitted to and approved in writing by the Local Planning Authority in conjunction with the Metropolitan Police and thereafter shall be fully retained and maintained as such for the lifetime of the development.

REASON: In the interest of security and to protect the living conditions of existing and future residents in the locality in accordance with Policy D11 of the London Plan (2021) and Policy DM33 of the Waltham Forest Local Plan Development Management Policies (2013).

40. Prior to commencement of development, notwithstanding demolition, site clearance and preparation, ground works, an updated Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. The statement should detail how the development proposal will function in terms of:

1. The building's construction: methods, products and materials used;
2. The means of escape for all building users: stair cores, escape for building users who are disabled or require level access, and the associated management plan approach;
3. Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these.
4. How provision will be made within the site to enable fire appliances to gain access to the building.

The development shall be implemented in accordance with the approved details and retained as such for the lifetime of the development.

REASON: In order to protect the living conditions and safety and security of the occupants in line with London Plan Policy D12 (2021).

#### Boundary Treatment:

41. Prior to the construction of roof slab level, details relating to the siting, design and height and finish of all new walls, gates, fencing, railings, and other means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out solely in accordance with the approved details, prior to the first occupation of the use hereby approved and thereafter shall be fully retained and maintained accordingly for the lifetime of the development.

REASON: In the interest of general visual amenity, and amenity of neighbouring occupants, in accordance with Policies CS13 and CS15 of the adopted Waltham Forest Local Plan – Core Strategy (2012) and Policies DM29 and DM32 of the adopted Waltham Forest Local Plan – Development Management Policies (2013).

#### Play Space:

42. Prior to occupation of the development, details of the proposed children's play equipment shall be submitted to and approved in writing by the Local Planning Authority. The plans must demonstrate that play space and equipment within the development is available to all and is not segregated by tenure. Children play space shall be installed in accordance with the information approved and retained and maintained in perpetuity for the lifetime of the development

Reason: In order to ensure adequate and appropriate children's play equipment is provided in accordance with Policy S4 of the London Plan (2021).

#### Accessible & Adaptable units and Wheelchair User Units:

43. 192 dwellings shall be constructed to the Building Regulations 2010, Access to and use of Buildings, Approved Document M, Volume 1: Dwellings (2015 edition incorporating 2016 amendments) optional requirement M4 (2), Sections 2A and 2B as a minimum. 21 of the residential units hereby permitted shall be built in accordance with the Building Regulations 2010, Access to and use of Buildings, Approved Document M, Volume 1: Dwellings (2015 edition incorporating 2016 amendments), optional requirement M4(3); of these, the 5 low cost rented units hereby permitted shall be built in accordance with the Building Regulations 2010, Access to and use of Buildings, Approved Document M, Volume 1: Dwellings (2015 edition incorporating 2016 amendments), optional requirement M4(3) (2) (b) accessible

Circulation areas in blocks with M4(3) dwellings will be built in full accordance with Part M4(3), as

referred to in publication London Plan para 3.7.2. This includes the entrance and circulation area doors which will have to be fully compliant with the relevant sections of Approved Document M. Details which are to be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. All wheelchair user dwellings must provide sufficient footprint and drawings must demonstrate that they can achieve a fully accessible layout.

REASON: To ensure inclusive development in accordance with Policy D7 of the London Plan (2021), Policy CS15 of the Waltham Forest Local Plan Core Strategy (2012) and DM Policies DM7 and DM9 of the Development Management Plan (2013).

#### Archaeology:

44. No demolition or development shall take place until a Stage 1 Written Scheme of Investigation (WSI) has been submitted to and approved by the Local Planning Authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site modelling and evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a Stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the Stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed Stage 2 WSI which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;

B. Proposals for public outreach and interpretation if appropriate;

C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the Stage 2 WSI.

REASON: In order to protect historic assets of Archaeological interest that may be present on site, which the Local Planning Authority seeks to ensure investigated and conserved, in compliance with Policy CS12 of the adopted Waltham Forest Local Plan – Core Strategy (2012) and Policy DM28 of the adopted Waltham Forest Local Plan – Development Management Policies (2013).

#### Wayfinding Strategy:

45. Prior to practical completion, a wayfinding strategy prepared in accordance with the Enjoy Waltham Forest: Cycle Wayfinding Planning Guidelines (March 2017) shall be submitted to and approved in writing by the Local Planning Authority in conjunction with Highways and the Enjoy Waltham Forest Team. All wayfinding will be paid for by the developer whether on private land or on public highway. Wayfinding on public highway will for part of the S278 and S38 Agreements.

REASON: To ensure the safe movement of pedestrians and cyclists in accordance with WFLP Policies CS7, CS13 (2012) and WFLP DM Policy DM14 (2013).

#### CIL:

46. For the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) this is a phased development. The first phase of development is defined as demolition works. The extent of these phases is presented on plan 3549\_4016 (Revision A). Prior to commencement of each Phase after this first phase, a CIL Phase Plan establishing the extent of the phase shall be submitted to and approved by the Council. Each CIL phase approved by this condition shall be considered a

separate chargeable development for the purposes of calculating Community Infrastructure Levy.

**REASON:** For clarity, and to ensure CIL liability payments are phased and that each phase of the development is treated as if it is were a chargeable development for levy purposes in accordance with Regulation 8(3A) as amended by The Community Infrastructure Levy (Amendment) Regulations 2014.

**Use Class Restriction:**

47. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order), the hereby approved Class E (g) (iii) units shall only be used for the purposes within use classes E (g) (iii) for industrial processes unless otherwise agreed in writing by the Local Planning Authority.

**REASON:** To protect amenity of adjoining properties and the surrounding area in accordance with Policy CS3 and CS13 of the of the Waltham Forest Local Plan Core Strategy (2012), Policies DM17, DM23 and DM32 of the Waltham Forest Local Plan Development Management Policies (2013)

**Informatives:**

1. To assist applicants the Local Planning Authority has produced policies and written guidance, all of which is available on the Council's website, and which offers a pre planning application advice service. The scheme was submitted in accordance with guidance following pre application discussions and the decision was delivered in a timely manner.
2. Construction and demolition works audible beyond the boundary of the site should only be carried out between the hours of 0800- and 1800-hours Mondays to Fridays and 0800 and 1300 hours on Saturdays, and not at all on Sundays or Public/Bank Holidays.
3. The developer is to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed online via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).
4. The application is subject to both the Mayoral and the Waltham Forest Council Community Infrastructure Levy.
5. If approved it is the developer's responsibility to ensure all signage associated with the proposed development i.e., street nameplates, building names and door numbers are erected prior to occupation, as agreed with the Councils Street Naming/Numbering Officer.
6. The proposed development is located within 15 metres of Thames Waters underground assets. As such, the development could cause the assets to fail if appropriate measures are not taken. Please read the guide 'working near our assets' to ensure works are in line with the necessary processes that should be followed if it's considered working above or near Thames Water Pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>
7. A detailed Quantitative Risk Assessment (DQRA) for controlled waters using the results of the site investigations with consideration of the hydrogeology of the site and the degree of any existing groundwater and surface water pollution should be carried out. This increased provision of information by the applicant reflects the potentially greater risk to the water environment. The DQRA

report should be prepared by a 'competent person', e.g., a suitably qualified hydrogeologist.

In the absence of any applicable on-site data, an arrange of values should be used to calculate the sensitivity of the input parameter on the outcome of the risk assessment.

GP3 version 1.1 August 2013 provided further guidance on setting compliance points sin DQRAs. This is now available as online guidance: <https://www.gov.uk/guidance/land-contamination-groundwater-compliance-points-quantitative-risk-assessments>

Where groundwater has been impacted by contamination on site, the default compliance point for both Principal and Secondary aquifers is 50 metres.

Where leaching tests are used it is strongly recommended that BS ISO 18772:2008 is followed as a logical process to aid the selection and justification of appropriate tests based on a conceptual understanding of soil and contaminant properties, likely and works-case exposure conditions, leaching mechanisms, and study objectives. During risk assessment one should characterise the leaching behaviour of contaminated solid using an appropriate suite of tests. As a minimum, these tests should be:

- Up flow percolation column test, run to LS 2 – to derive kappa values.
- pH dependence test if pH shifts are realistically predicted with regard to soil properties and exposure scenario; and
- LS 2 batch test – to benchmark results of a simple compliance test against the final step of the column test.

Following the DQRA, a Remediation Options Appraisal to determine the Remediation Strategy in accordance with CRL 11.

The verification plan should include proposals for a groundwater-monitoring programme to encompass regular monitoring for a period before, during and after ground works. E.g., monthly monitoring before, during and for at least the first quarter after completion of ground works, and then quarterly for the remaining 9-month period. The verification report should be undertaken in accordance with guidance **Verification of Remediation of Land Contamination:** <http://publications.environmentagency.gov.uk/pdf/SCHO0210BRXF-e-e.pdf>

8. Infiltration of surface water has the potential to mobilise contamination present within the soil. Where the proposal involves the discharge of anything other than clean roof water via sealed drainage, within sensitive groundwater locations, a risk assessment and suitable level of treatment may be required. In certain circumstances, the discharge may be classified as a groundwater activity and require an environmental permit.
9. The Air Quality Development Management Plan QDMP can form part of the Construction Environmental Management Plan (CEMP). The AQDMP shall include the following for each relevant phase of work (demolition, earthworks, construction and track out):
  - a) A summary of work to be carried out.
  - b) Proposed haul routes, location of site equipment including supply of water for damping down, source of water, drainage, and enclosed areas to prevent contaminated water leaving the site.
  - c) Inventory and timetable of all dust and NOx air pollutant generating activities.
  - d) List of all dust and emission control methods to be employed and how they relate to the Air Quality (Dust) Risk Assessment.
  - e) Details of any fuel stored on-site.
  - f) Details of a trained and responsible person on-site for air quality (with knowledge of pollution monitoring and control methods, and vehicle emissions).
  - g) Summary of monitoring protocols and agreed procedure of notification to the local authority; and
  - h) A logbook for action taken in response to incidents or dust-causing episodes and the mitigation measure taken to remedy any harm caused, and measures employed to prevent a

similar incident reoccurring.

Developments assessed to be medium risk or greater for any of the steps required in an Air Quality and Dust Risk Assessment (AQDRA) regular or continuous PM10 monitoring should be carried out on site. Baseline monitoring should commence before the commencement of works and continue throughout all construction phases. Details of the equipment to be used, its positioning, additional mitigation to be employed during high pollution episodes and a proposed alert system should be submitted to the Council for approval.

No demolition or development shall commence until all necessary pre-commencement measures described in the AQDMP have been put in place and set out on site. The demolition and development shall thereafter be carried out and monitored in accordance with the details and measures approved in the AQDMP. The IAQM "Guidance on Air Quality Monitoring in the Vicinity of Demolition and Construction Sites" details appropriate monitoring for the scale of the site or project.

10. The applicant must seek the advice of the MPS Designing Out Crime Officers (DOCOs). The services of MPS DOCOs are available free of charge and can be contacted via [DOCCMailbox.NE@met.police.uk](mailto:DOCCMailbox.NE@met.police.uk) or 0208 217 3813.
11. The roof plan indicates the proposal to install photovoltaic panels (PV) panels. Fire safety standards require suitable support of cabling to avoid obstruction of escape routes and firefighting access due to the failure of fixings. Where PV panels are proposed, consideration should be given to ensure that all power supplies, electrical wiring and control equipment is provided with appropriate levels of protection against fire.
12. The applicant/occupants should phone Flood line on 0345 988 1188 to register for a flood warning or visit <https://www.gov.uk/sign-up-for-flood-warnings>. It's a free service that provides warnings of flooding from rivers, the sea and groundwater, direct by telephone, email or text message.
13. Circular Economy: The applicant is required to submit a Post Completion Report to the relevant local authority and the GLA at [ce&wastestatement@london.gov.uk](mailto:ce&wastestatement@london.gov.uk).
14. Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.
15. The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which . will take place:
  - on or within 8 metres of a main river (16 metres if tidal);
  - on or within 8 metres of a flood defence structure or culvert (16 metres if tidal);
  - on or within 16 metres of a sea defence;
  - involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert;
  - in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activitiesenvironmental-permits> or contact our National Customer Contact Centre on 03702 422549 or by emailing [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk).

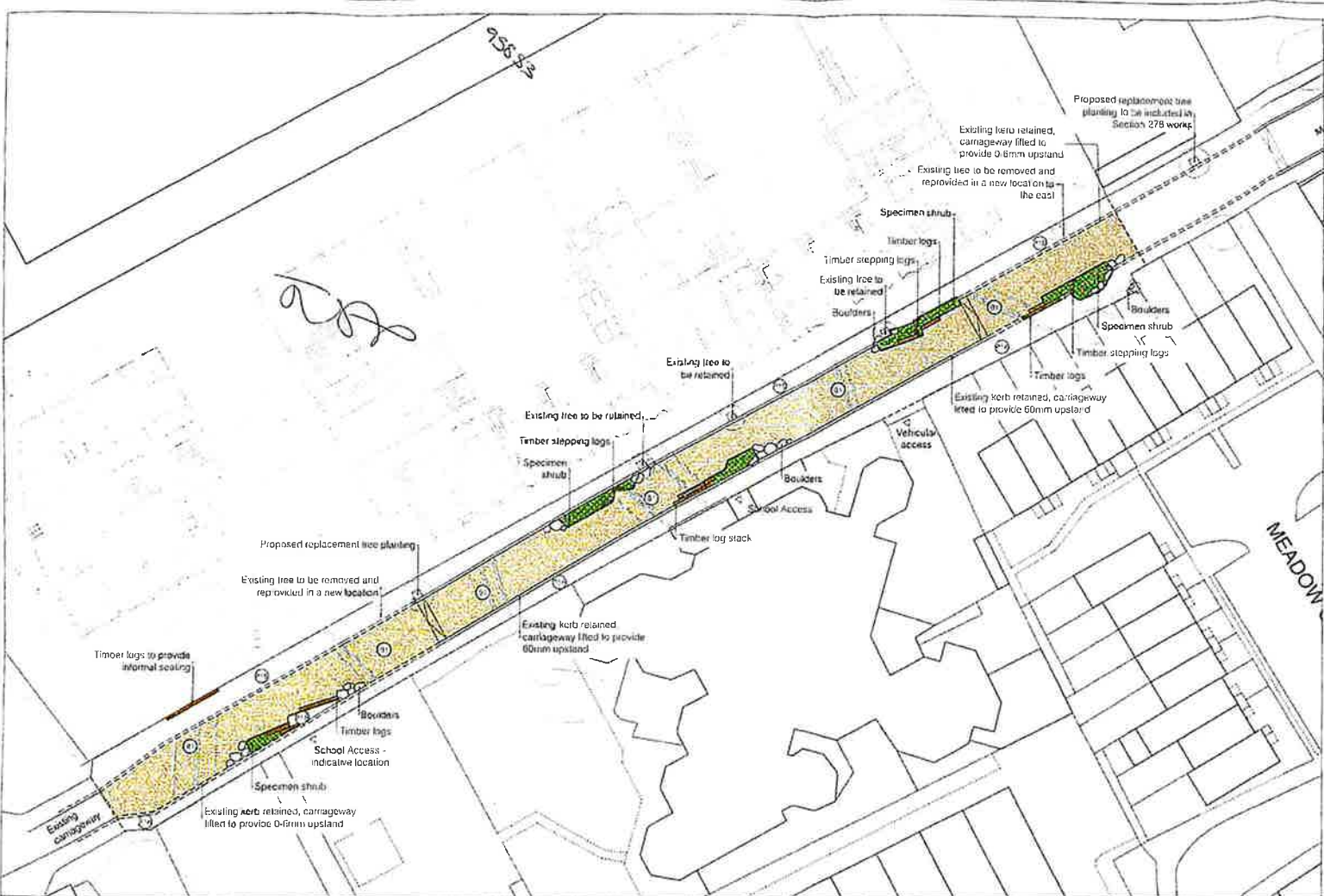
The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

Justin Carr  
Assistant Director – Development Management and Building Control  
London Borough of Waltham Forest



**SCHEDULE 15**

**HIGHWAY WORKS PLAN**



**LEGEND**

- Extent of 2276 Works

**Surface Types**

- P1A - Existing Footway - retained**  
Colour: Buff, Material: Asphalt with aggregate dressing layer  
Product: To match existing
- P1B - Proposed Footway - proposed**  
Colour: Buff, Material: Asphalt with aggregate dressing layer  
Product: To match existing
- P2 - Carriageway**  
Colour: Buff, Material: Coloured Asphalt  
Product: Unclutter by Tarmac
- P3 - Retention ground to use pits**  
Colour: To match existing
- B1 - Paving Bands - Feature**  
Size: (W x L) 225 x 1000mm (Min)  
Colour: 100% Silver Grey Granite  
Material: Concrete  
Product: Mastic Resin or equivalent approved

**Edge Types**

- E1 - First log laid kerb - 60mm upstand**  
Size: 300x300mm to match existing  
Upstand: New carriageway to be filled to provide 60mm upstand
- E2 - Existing kerb Note**  
Size: 300x300mm to match existing  
Upstand: New carriageway to be filled to provide retention to 0.6m upstand
- E3 - Retained granite kerb/Retained granite walls**  
Natural split/slabs/Retained walls to achieve minimal front  
Slope: 10%

Note: If cut hole channel fill to use drainage along road kerb to be confirmed

**Natural play features**

- P01 - Plastic Stepping Log**  
Size: Approx. 200mm (H) 350-550mm (Dia)  
Colour: Birch/Play/Rainbow or similar
- P02 - Play Logs**  
Size: Approx. 200-300mm (H) 300-500mm (Dia)  
Colour: Birch/Play/Rainbow or similar
- P03 - Natural**  
Size: Natural  
Colour: Birch/Play/Rainbow or similar

**Soft Landscape**

- Existing Trees
- Proposed Trees
- Specimen shrub
- Retained Planting Area
- Proposed SuDS Planting  
TBC

**NOTES**  
1. All dimensions are in metres unless otherwise specified  
2. To be included in final drawing

*[Handwritten signatures]*

Rev	Date	Description	On	Chk	App
02	14/09/2023	DRAWING REVISED TO A3 LAYOUT	PP	PP	KRM
01	28/04/2023	STAGE 2 ISSUE FOLLOWING COMMENTS	AM	PP	KRM
00	09/04/2023	STAGE 2 DRAFT ISSUE	AM	PP	KRM

**PROJECT CENTRE**  
www.projectcentre.co.uk/projectcentre

**Waltham Forest**

Project: MARSH LANE  
Drawing Title: SECTION 28 / LANDSCAPE GENERAL ARRANGEMENT

FOR INFORMATION

Drawn	Designed	Date	Scale	Size
AM	AM	AUG 2023	1:500	A3

Drawing No: 1001009246-2-0100-03  
Rev: 02