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10 February 2022

[REDACTED]  
Regeneration & Neighbourhoods  
London Borough of Southwark  
PO Box 64529  
London  
SE1P 5LX

Dear [REDACTED],

**PLOT H1: HEALTH HUB IN LIEU OF AFFORDABLE WORKSPACE**

We write in relation to planning application reference 21/AP/1819 for the redevelopment ('the H1 Development') of Plot H1, Elephant Park, Elephant and Castle, London, SE1 ('the Site'), specifically regarding the potential provision of an NHS Health Hub ('the Health Hub'), delivered as part of the H1 Development in lieu of affordable workspace.

We understand from your email dated 26th January 2022 that the Council consider the Health Hub to be the priority use for the space identified within the H1 Development, having regard to the New Southwark Plan Area Vision Policy, local need, and feedback from Guy's and St Thomas' Trust.

We hereby confirm that it is also our preference for this space to come forward as the Health Hub. We have been engaging with the NHS Southeast London Clinical Commissioning Group and the London Borough of Southwark on this opportunity since October 2020 and have agreed a Memorandum of Understanding (MOU) that provides the framework for the ongoing collaboration between all parties to develop and deliver the Health Hub. This represents the most advanced stage which can be reached between all parties in advance of securing planning permission. A copy of the MOU is enclosed for reference.

We therefore confirm that we anticipate the Section 106 agreement for the H1 Development to contain obligations to reflect this priority.

We trust the above is clear however, should you require any further information or clarification, please let us know.

Yours sincerely

[REDACTED]

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**Dated:** 09 February

2022

- (1) LENDLEASE RESIDENTIAL (CG) LIMITED
  - (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK
  - (3) NHS ORGANISATIONS VIA SOUTHEAST LONDON CLINICAL COMMISSIONING GROUP (SEL CCG)
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**Memorandum of understanding**

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relating to land at Plot H1, Elephant Park, Elephant and Castle, London SE17

## PARTICULARS

**Date** 09 February 2022

**Lendlease** LENDLEASE RESIDENTIAL (CG) LIMITED (Company Number 2009006) whose registered office is at 20 Triton Street, Regent's Place, London NW1 3BF

**NHS Organisations** NHS ORGANISATIONS VIA SOUTHEAST LONDON CLINICAL COMMISSIONING GROUP (CCG) of 160 Tooley Street, London, SE1 2QH

**LBS** THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of 160 Tooley Street, London SE1 2TZ

**Confidential Information** All information disclosed by or on behalf of Lendlease relating to the Property and the Transaction or to facilitate the Transaction irrespective of the manner or form in which it is given and whether disclosed before, on or after the date of this Memorandum.

**Property** The property known as part ground, part mezzanine and first floors at Plot H1, Elephant Park, Elephant and Castle, London SE17.

**Transaction** The proposed grant of a lease of the whole of the Property for a term of 30 years for use as a health hub. Such lease to be between Lendlease (or its group company) and a nominated NHS organisation via South East London Clinical Commissioning Group to be granted pursuant to a conditional agreement for lease.

**THIS MEMORANDUM** is made on the date set out in the Particulars

**BETWEEN**

- (1) Lendlease;
- (2) NHS Organisations; and
- (3) LBS;

together known as the “Parties”

**BACKGROUND**

- (A) Lendlease and the Parties wish to agree the framework by which the Parties will work in collaboration to facilitate agreement on the terms of the Transaction.
- (B) The parties wish to document certain terms in connection with the Transaction, which they intend will form the basis of the legal documentation in relation to the Transaction.
- (C) The terms in this Memorandum are not exhaustive and the Parties acknowledge that the principles outlined in this Memorandum are subject to legal exchange of contracts
- (D) The parties acknowledge that the letting of the Property shall be subject to planning approval, which the parties recognise is a separate and independent process.
- (E) The NHS is looking for a suitable space to develop a support hub (in effect a health centre for GP and community health nursing services) to serve the population at Elephant & Castle and the existing people currently served by the Princess Street and Manor Place GP Surgeries.
- (F) Following the lessons learned as a result of needing to put COVID-safe practices in place, the building should have both ‘in’ and ‘out’ doors, rather than a single entry. There should also be 2 lifts that are not constrained by a narrow lobby area.
- (G) Test fit studies have been developed through collaboration with Lendlease and the NHS Organisations and are documented in Appendix 1. These test fits will form the basis for ongoing refinement of the scope of services to be provided within the health hub and therefore inform future design development.
- (H) Space requirements to be updated with square metre requirements and proposed schedule of accommodation.

**OPERATIVE PROVISIONS**

**1. EFFECT OF THIS MEMORANDUM**

Save in relation to the provisions of paragraph 2 (*Confidentiality*) this Memorandum does not create legally binding obligations on either party and no part of this Memorandum creates an offer or acceptance of or in relation to any term.

**2. CONFIDENTIALITY**

2.1 In consideration of Lendlease entering into this Memorandum NHS Organisations agree that they will:

- 2.1.1 keep confidential all Confidential Information disclosed to them and take all reasonable security precautions in the safekeeping of the Confidential Information;

- 2.1.2 not use the Confidential Information for any purpose other than in relation to the Transaction.
- 2.2 NHS Organisations agree not to disclose all or any of the Confidential Information to any third parties, other than those of its directors and employees or professional advisors to whom the Confidential Information must be disclosed in order for them to evaluate it and NHS Organisations shall ensure that any person to whom the Confidential Information is disclosed under deals with the Confidential Information as though he or she or they were bound by the terms of this Memorandum.
- 2.3 If requested to do so in writing by Lendlease at any time NHS Organisations are to:
- 2.3.1 cease to use the Confidential Information for any purpose;
- 2.3.2 immediately return to Lendlease all Confidential Information disclosed to them and any copies made of the Confidential Information;
- 2.3.3 destroy or delete all studies, notes, memoranda, extracts, summaries or any other records (whether in written, computer or any other format) which are based in whole or in part on the Confidential Information.
- 2.4 For the avoidance of doubt the disclosure of the existence of this Memorandum to the planning authority in support of Lendlease's planning application for the development of the land on which the Property is situated shall be permitted and such disclosure of the existence of this Memorandum shall not be treated as Confidential Information for the purposes of this clause 2.
3. **PUBLIC INFORMATION**
- No Party shall make any public statement or release of information regarding the Transaction without Lendlease's written consent save as may be required by law.
4. **HEADS OF TERMS – GENERAL PRINCIPLES**
- 4.1 The Parties will cooperate and work together to agree a set of heads of terms documenting the detailed terms of the Transaction ("**HoTs**") as soon as possible and in any case prior to 29 July 2022 (the "**Target Date**").
- 4.2 In order to achieve agreed HoTs by the Target Date:
- 4.2.1 the Parties shall identify and provide to Lendlease details of the key processes, internal approvals and milestones that need to be adhered to and achieved within their respective organisations in order to facilitate agreement of the HoTs by the Target Date and for the advancement of the Transaction;
- 4.2.2 NHS Organisations shall identify and provide to Lendlease a list of key information required to reach agreed HoTs, such information to be provided within six weeks of the date of this Memorandum including, but not limited to:
- 4.2.2.1 the outline scope of the design brief for the Property required by NHS Organisations at the Property;
- 4.2.2.2 the size of the Property to be demised to NHS Organisations pursuant to the Transaction;
- 4.2.2.3 the target date for occupation of the Property by NHS Organisations;
- 4.2.2.4 any other key requirements relating to the proposed development and lease of the Property;

4.2.3 NHS Organisations and LBS shall provide Lendlease with all reasonable support in a timely manner to facilitate the Transaction and the development of the Property.

4.3 All Parties have agreed to work together collaboratively to achieve the satisfaction of the obligations in clause 4.2 and to share available information between themselves, acting in good faith at all times and to collaborate in the advancement of Transaction for the purposes of delivery of the Property as a health hub for the benefit of the local community.

4.4 NHS Organisations and Lendlease will negotiate in good faith with a view to:

4.4.1 agreeing the HoTs on or before the Target Date;

4.4.2 exchanging an agreement for lease for the Transaction;

4.4.3 completing the lease of the Property.

## 5. **KEY INDIVIDUALS**

5.1 The Parties recognise the need for suitable representation from each of the Parties to share information, discuss matters, and to make recommendations to their respective organisations, all in a timely manner so as to implement the provisions of this Memorandum and the Parties have therefore nominated the following key individuals for this purpose:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.2 The Parties will within one month of the date of this Memorandum seek to agree the terms of reference, participation and frequency of meetings of the Key Individuals.

## 6. **FAIR DEALINGS**

The Parties agree to act with good faith towards each other and where reasonably required and reasonably available provide each other with information required by the other to progress the matters set out in this Memorandum.

## 7. **TERMINATION**

Any Party may serve written notice on the others terminating this Memorandum at any point and without a requirement to provide any reasons.

8. **NOTICES**

8.1 Notices under this Memorandum shall be in writing and sent to a Party's registered office as set out in the Particulars of this Memorandum. Notices may be given, and shall be deemed received:

8.1.1 by first-class post: two business days after posting;

8.1.2 by hand: on delivery.

8.2 This clause does not apply to notices given in legal proceedings or arbitration.

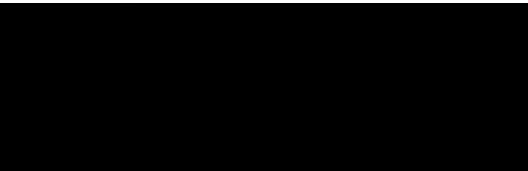
9. **RIGHTS OF THIRD PARTIES**

A person who is not a party to the Memorandum constituted by this letter shall not be able to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10. **GOVERNING LAW AND JURISDICTION**

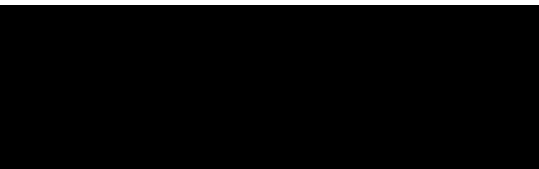
10.1 The agreement constituted by this Memorandum and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

10.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this letter, its subject matter or formation (including non-contractual disputes or claims).



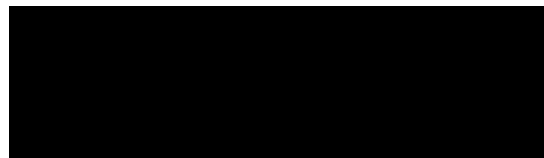
**SIGNED** by

for and on behalf of LENDLEASE RESIDENTIAL (CG) LIMITED



**SIGNED** by

for and on behalf of NHS SOUTHEAST LONDON CLINICAL COMMISSIONING GROUP (CCG)



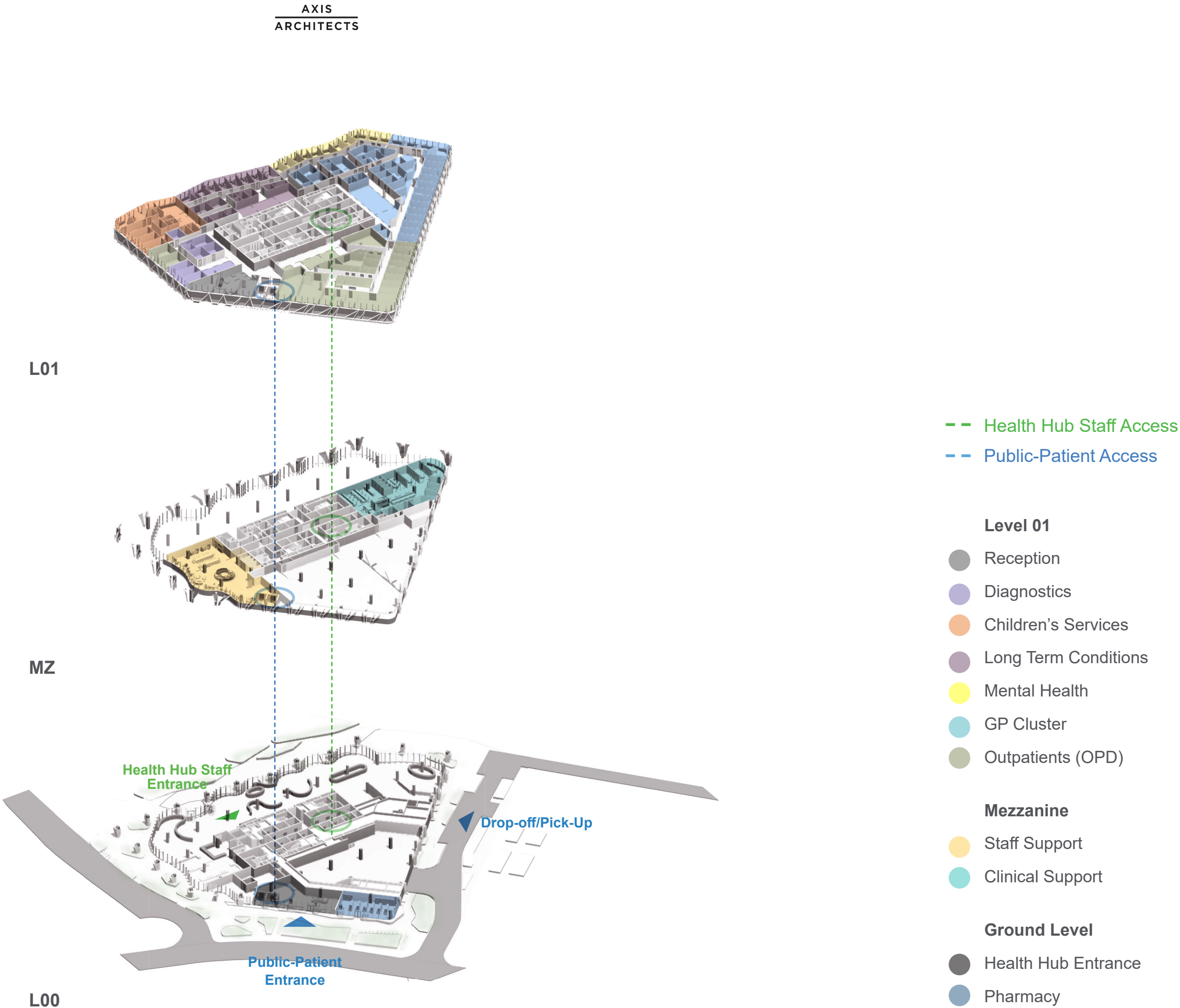
**SIGNED** by

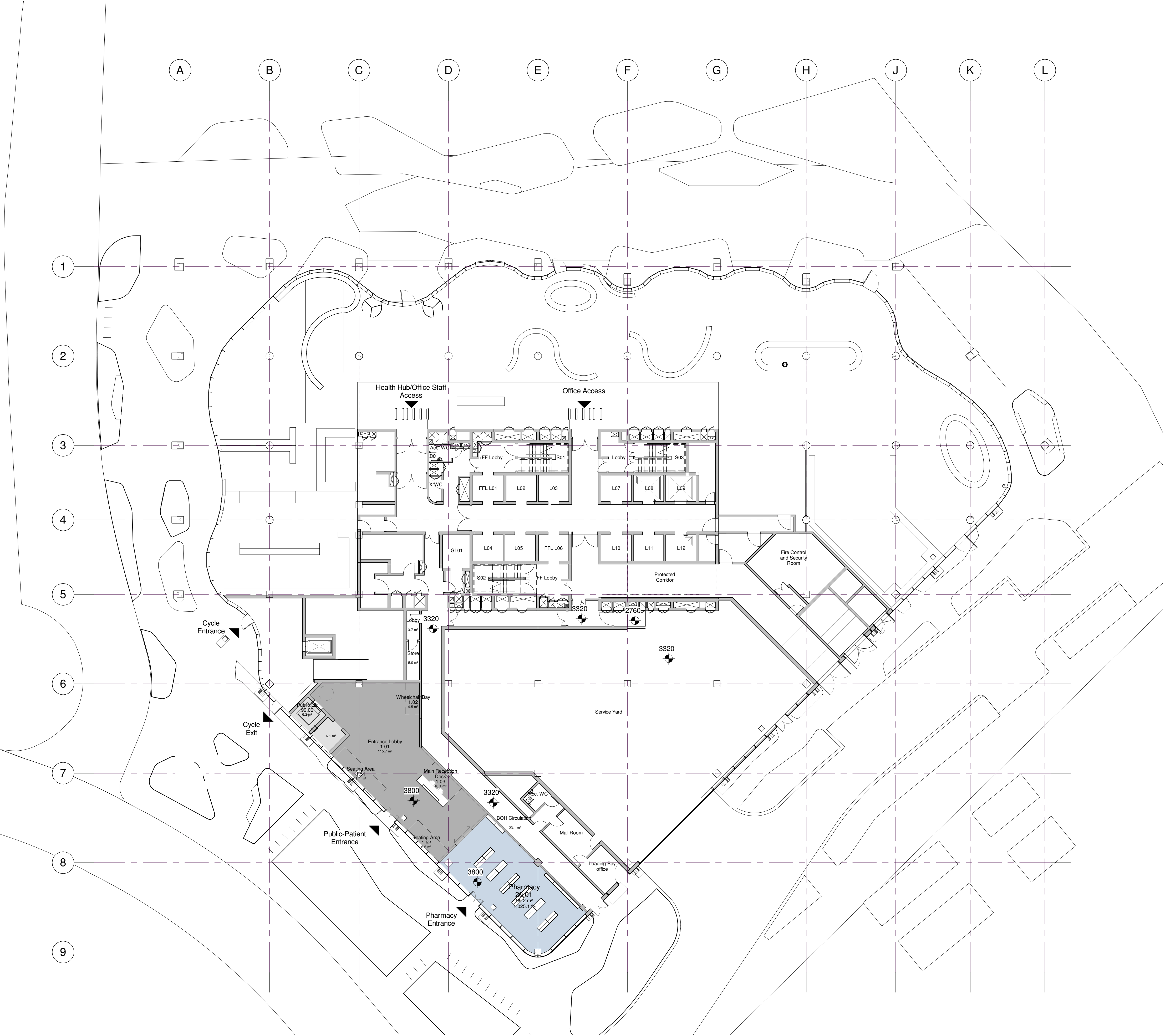
for and on behalf of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK

## APPENDIX 1 – HEALTH HUB TEST FITS



Plot H1, Elephant Park  
Indicative Health Hub Test Fit







Key

- Circulation
- Clinical Support
- Communications
- Staff Facilities



