

Dated

2023

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

- and -

**LENDLEASE (ELEPHANT & CASTLE) LIMITED**

- and -

**LENDLEASE RESIDENTIAL (CG) LIMITED**

Agreement pursuant to Section 106 of  
the Town and Country Planning Act 1990  
and other powers in relation to land known as

**Plot H1, Elephant Park, Land Bounded by Walworth Road, Elephant Road, Deacon Street and  
Sayer Street North, Elephant and Castle, London, SE1**

---

Doreen Forrester-Brown  
Assistant Chief Executive – Governance and Assurance  
London Borough of Southwark  
160 Tooley Street  
London SE1 2TZ  
Ref: LEG/RP/PL/S106/RR020/144  
21/AP/1819

BETWEEN

- WHEREAS:

- 2

- (G) The First Developer has decided that Plot H1 should come forward as a stand alone planning application and on 20 May 2021 submitted the Application referenced 21/AP/1819.
- (H) On 4 October 2022 the Council's planning committee resolved to refuse the Application and on 21 December 2022 the Council issued a decision notice refusing the Application.
- (I) On 3 April 2023 the First Developer lodged an appeal in respect of the Application.
- (J) Having regard to the provisions of the Development Plan and the planning considerations affecting Plot H1, the Council considers that in the interests of the proper planning of its area the development of Plot H1 ought only to be permitted subject to the terms hereof and for that purpose the Parties are willing to enter into this Agreement.
- (K) The Council is satisfied that the obligations, restrictions and provisions contained in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development and should be secured subject to the Inspector or the Secretary of State (as relevant) confirming that each planning obligation constitutes a reason for granting planning permission in accordance with Clause 4 of this Agreement in the event that the Inspector or the Secretary of State (as relevant) allows the Appeal.

NOW THIS AGREEMENT WITNESSETH:

# 1. **Definitions and Interpretation**

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

**“1990 Act”** means the Town and Country Planning Act 1990;

**“Active Lobby”** means the area forming that part of the ground floor of the Development shown shaded pink on the plan labelled Plan 2 attached hereto at Appendix 1;

**“Active Lobby Management Plan”** means a written management plan setting out how the Developer will manage the Active Lobby and which shall include the details specified in paragraph 1.4 of Schedule 6;

**“Acts”** means Sections 111, 120 and 123 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers)

Act 1974, Section 38/278 of the Highways Act 1980 and Section 1 of the Localism Act 2011 together with all other powers enabling;

<b>“Administration Cost”</b>	means the sum of £68,632.38 (sixty-eight thousand six hundred and thirty-two pounds and thirty-eight pence) Index Linked to be paid by the Developer to the Council for the reasonable costs incurred by the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms;
<b>“Affordable Workspace”</b>	means workspace forming part of the Development provided at a discount to Open Market Rent for employment use within Class E(g)(i) of the Use Classes Order constructed in accordance with the Affordable Workspace Specification and delivered in accordance with the Affordable Workspace Marketing Strategy;
<b>“Affordable Workspace Agreement for Lease”</b>	means an agreement entered into between the Developer and an Affordable Workspace Provider to lease an area of Affordable Workspace substantially in accordance with the Affordable Workspace Heads of Terms;
<b>“Affordable Workspace Equivalence Formula”</b>	means the formula set out in Appendix 6 of this Agreement;
<b>“Affordable Workspace Equivalent Provision”</b>	means the cost of providing the equivalent of 10% of the Commercial Floorspace as Affordable Workspace at a 25% discount to Open Market Rent for a period of 30 years;
<b>“Affordable Workspace Heads of Terms”</b>	means unless otherwise agreed in writing with the Council, the heads of terms for an Affordable Workspace Lease contained in Appendix 2;
<b>“Affordable Workspace Lease”</b>	means a lease of the Affordable Workspace (or relevant part thereof) granted in accordance with an Affordable Workspace Agreement for Lease;
<b>“Affordable Workspace Marketing Period”</b>	means a period of not less than 6 (six) months from the date the Affordable Workspace Marketing Strategy is first approved by the Council in writing unless if sooner all Affordable Workspace within the Development is the subject of an Affordable Workspace Agreement for Lease or Affordable Workspace Lease;



<b>“Affordable Workspace Marketing Strategy”</b>	means a strategy which sets out the marketing arrangements to promote the letting of the Affordable Workspace to an Affordable Workspace Provider with the objective that the Affordable Workspace is then promoted by the Affordable Workspace Provider to End Users;
<b>“Affordable Workspace Notice”</b>	means a written notice served by the Developer on the Council pursuant to paragraph 2.6 of Schedule 1;
<b>“Affordable Workspace Provider”</b>	means a business company or person who provides affordable workspace;
<b>“Affordable Workspace Specification”</b>	means the specification for the Affordable Workspace set out in Appendix 4 of this Agreement;
<b>“Appeal”</b>	means the appeal in respect of the Council’s refusal of the Application submitted by the Developer to the Planning Inspectorate on 3 April 2023 and given reference APP/A5840/W/23/3319797
<b>“Appeal Decision”</b>	means the written report of the Inspector or the decision letter published by the Secretary of State in relation to the Appeal;
<b>“Application”</b>	means the application for planning permission submitted by the Developer to the Council and received by the Council on 24 May 2021 to carry out the Development upon Plot H1 (local planning authority reference 21/AP/1819);
<b>“Apprenticeships”</b>	means apprenticeships operating under a statutory apprenticeship agreement which may including architectural, surveying and engineering services to be provided in Construction Employment during the design, pre-construction and construction phase of the Development;
<b>“Assessor”</b>	means an independent expert who is registered with the Royal Institution of Chartered Surveyors as a registered valuer and a member or fellow of the Royal Institution of Chartered Surveyors;
<b>“Be Seen Energy Monitoring Guidance”</b>	means the document titled “Be Seen Energy Monitoring Guidance” dated September 2021 prepared by the GLA or any replacement document;
<b>“Borough”</b>	means the London Borough of Southwark;
<b>“Bus Services</b>	means the sum of £270,000 (two hundred and seventy thousand

<b>Contribution”</b>	pounds) Index Linked to be paid to the Council and to be paid by the Council to TfL and to be spent by TfL on increasing the frequency of bus services in the vicinity of Plot H1;
<b>“Carbon Mitigation Measures”</b>	means measures to reduce carbon emissions including but not limited to the installation of photovoltaic panels to existing buildings, insulation, tree planting, LED lightbulb exchanges, homeowner grants to exchange boilers and community projects all within the Borough;
<b>“Carbon Offset Contribution”</b>	means the estimated sum of £1,257,990 (one million two hundred and fifty-seven thousand and nine hundred and ninety-pounds) Index Linked calculated based on £95 for every tonne of CO2 omitted per year in excess of the Carbon Targets multiplied by 30 years and Index Linked as calculated in accordance with the Energy Statement and as may be recalculated and reduced to reflect any improvements to the Carbon Targets secured by the Energy Statement Update and/or the Pre-Occupation Energy Review pursuant to paragraphs 1 and 3 of Schedule 4 (as applicable) and to be paid by the Developer to the Council in accordance with paragraph 2 of Schedule 4 and applied by the Council towards Carbon Mitigation Measures in the Borough;
<b>“Carbon Targets”</b>	means the net target CO2 emissions (which as set out in the Energy Statement are equivalent to a 38% reduction over a Building Regulations 2013 Part L2A baseline compliant development for the non-domestic parts of the Development) and summarised in Table 1 of Appendix 7 or any improvements to such net target CO2 emissions identified and secured by the Energy Statement Update and/or the Pre-Occupation Energy Review which shall first have been submitted to and approved by the Council in form appended at Table 2 and/or Table 3 of Appendix 7 respectively;
<b>“Challenge Period”</b>	means seven weeks from the date of grant of Planning Permission or in the event the Planning Permission is challenged by way of judicial review or an earlier decision of the Court has been appealed following such a challenge until the challenge has either been finally dismissed or a decision has been issued by the relevant Court and no further challenge may be made;

**“Completion”**

means:-

- (a) in respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Developer’s duly appointed architect or other project consultant designated by the Developer for that purpose; and
- (b) in respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Developer’s architect or other project consultant designated by the Developer for that purpose,

and “Completed” shall be construed accordingly;

**“Commencement”**

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

**“Commercial Floorspace”**

means the total lettable employment floorspace (within Class E(g)(i) of the Use Classes Order) within the Development;

**“Construction Employment”**

means employment in construction related trades and occupations on Plot H1 and in the services to be used in the creation of and supply to the Development including building, architectural and surveying services;

**“Construction Employment and Training Report”**

means a quarterly report to the Council about the work of the Construction Employment Contact including, but not limited to, information about progress toward achievement of the targets outlined in paragraph 1.4 of Schedule 3, such report to be written in a format approved by the Council’s local economy team or such team as shall be assigned the work of the local economy team from time to time;

**“Construction Employment and Training Shortfall Contribution”**

means the sum as calculated by the Council in accordance with the formula in paragraph 1.6 of Schedule 3 and if payable by the Developer to the Council to be applied by the Council in the support of Unemployed Borough Residents, including but not limited to, the

provision of appropriate training, in order for Unemployed Borough Residents to access Sustained Construction Employment;

**“Construction  
Employment Contact”**

means a named individual who is either appointed by the Developer or appointed by the lead contractor appointed by the Developer (if any) and who shall be based within the team contracted to construct the Development during the construction phase and whose role shall be to provide such training and support as is necessary to enable Unemployed Borough Residents to access Sustained Construction Employment in accordance with the Construction Employment Contact Methodology;

**“Construction  
Employment  
Methodology”**

**Contact**

means a methodology to secure the appointment of a Construction Employment Contact and which specifies the responsibilities of the post as outlined in paragraph 1.2 of Schedule 3 and the method by which the key outputs of the post will be achieved;

**“Construction  
Employment  
Period”**

**Contact**

means a period of time from the start of the detailed design of the Development to Completion (or such other period as may be agreed by the Council);

**“Construction  
Environmental  
Management Plan”**

means the detailed construction environmental management plan which shall be in substantial accordance with the ‘Construction Environmental Management Plan’ submitted with the Application and appended hereto at Appendix 8A and the ‘Construction Logistics Plan’ forming part of the Transport Assessment Addendum submitted with the Application and appended hereto at Appendix 8B;

**“Cycle Hire  
Docking  
Station”**

means a TfL cycle hire docking station to be provided within the vicinity of Plot H1;

**“Cycle Hire  
Docking  
Station Contribution”**

means the sum of £120,000 (one hundred and twenty thousand pounds) Index Linked to be paid to the Council for onward payment to TfL to enable TfL to provide one or more Cycle Hire Docking Stations in the vicinity of the Development;

**“Cycle Hire Scheme”**

means a scheme to be submitted by the Developer to the Council for its approval setting out the arrangement to provide and promote up to 125 free memberships to occupiers of the Health Hub or

Affordable Workspace (as applicable) to a cycle hire scheme licenced by the highway authority for a period of 3 years from the date of first Occupation of the Development or such lesser period as approved by the Council in writing;

**“Defects Liability Period”** means such period of 12 months following issue of the Provisional Certificate or until issue of the Final Certificate in respect of the entirety of the Public Realm Works (whichever is the later) in which a contractor may remedy defects to the Public Realm;

**“Delivery and Service Baseline Figure”** means not more than 93 Delivery and Service Motorised Vehicles per day based either on the log book used to record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis or those dates the Council has monitored the number of Delivery and Service Motorised Vehicles visiting the Development across the relevant days;

**“Delivery and Service Cash Deposit”** means the sum of £30,245 (thirty thousand two hundred and forty-five pounds) Index Linked to be paid by the Developer to the Council to secure compliance with the Delivery and Service Plan and if retained by the Council pursuant to paragraph 2.6 of Schedule 5 to be applied by the Council towards public realm improvements, highway infrastructure and/or measures to reduce air pollution within the vicinity of the Development;

**“Delivery and Service Plan”** means a delivery and service plan setting out details of the servicing management strategy for Plot H1 to be submitted to the Council for approval which shall be substantially in accordance with the draft delivery and servicing plan submitted with the Application and appended hereto at Appendix 9 and which may also incorporate the Delivery and Service Monitoring Plan;

**“Delivery and Service Monitoring Plan”** means a delivery and service monitoring plan to be submitted by the Developer to the Council for approval and which sets out a method for monitoring and recording the number of Delivery and Service Motorised Vehicles visiting the Development during the Delivery and Service Monitoring Period and which includes but shall not be limited to:-

- a) the name, address, email address and telephone number of the person the Developer has appointed to monitor the

number of Delivery and Service Motorised Vehicles;

- b) the format and layout of the log book or electronic logging system to be used to record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis; and
- c) the methodology to be used to track, monitor and record the number of Delivery and Service Motorised Vehicles visiting the Development on a daily basis;
- d) details of how the Development has regard to the servicing management strategy pursuant to paragraph 30 of the Original S.106 Agreement;

**“Delivery and Service Monitoring Fee”**

means the sum of £1,600 (one thousand six hundred pounds) Index Linked to be paid in accordance with paragraph 2.5 of Schedule 5 and to be applied by the Council towards monitoring the terms of the Delivery and Service Plan and administering the Delivery and Service Cash Deposit;

**“Delivery and Service Monitoring Period”**

means a period of 2 years commencing on 75% Occupation of the Development;

**“Delivery and Service Motorised Vehicles”**

means a motorised vehicle (excluding vehicles identified as all-electric vehicles (AEV vehicles))\_making a delivery to or servicing the Development or any part of the Development;

**“Developer”**

means the First Developer and the Second Developer combined;

**“Development”**

means the redevelopment of Plot H1 to provide an 18-storey building (including a mezzanine floor) plus basement and rooftop plant providing office floorspace (Class E(g)(i)) and areas of floorspace for the following flexible uses; office/retail/services/food and drink/medical or health floorspace (Class E(g)(i), E(a), E(c), E(b) or E(e)), including ancillary cycle parking, accessible car parking, servicing, plant, roof terraces, landscaping, public realm improvements and other associated works incidental to the development or any variation thereof;

**“Development Plan”**

means the Southwark Plan 2022, the London Plan 2021 and any

relevant area action plans in effect at the date of this Agreement;

<b>“Director of Planning and Growth”</b>	means the Council's Director of Planning and Growth or any other officer or person properly exercising the authority of the Director of Planning and Growth for the time being;
<b>“Display Energy Certificate”</b>	means in respect of a building visited by the public a certificate showing the energy performance of a building based on actual energy consumption;
<b>“District Heat Network”</b>	means the central combined heat and power network within the Original Development;
<b>“Elephant &amp; Castle Strategic Transport Contribution”</b>	means the sum of £1,721,384 (one million seven hundred and twenty one thousand three hundred and eighty four pounds) Index Linked to be paid to the Council and to be applied by the Council towards access improvement works at Elephant & Castle Station or, if that project does not proceed, towards strategic transport infrastructure projects in the vicinity of the Development;
<b>“Employment Density Guide”</b>	means the Homes and Community Agency Employment Density Guide 3 <sup>rd</sup> Edition November 2015 or such update or replacement as may be in force at the date of calculation pursuant to paragraphs 3.1.2 and/or 3.3.1 of Schedule 3 being carried out;
<b>“End Use Employment Contribution”</b>	means the sum as calculated in accordance with the formula in paragraph 3.7 of Schedule 3 and if paid to be applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment;
<b>“End Use Employment Default Contribution”</b>	means a financial contribution calculated in accordance with paragraph 3.7 of Schedule 3 and Index Linked which may be payable by the Developer to the Council in accordance with paragraph 3.2 of Schedule 3 and if paid applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment;
<b>“End Use Employment Period”</b>	means a period of 24 months from first Occupation of the Development;
<b>“End Use of the Development”</b>	means the use or uses of the Development as authorised by the Planning Permission following first Occupation;

<b>“End Use Employment Plan”</b>	means a plan which shall operate during the End Use Employment Period to secure Sustained Employment for Unemployed Borough Residents in the End Use of the Development and which includes the matters outlined in paragraph 3.3 of Schedule 3;
<b>“End Use Employment Plan Report”</b>	means a quarterly report to the Council about the implementation of the End Use Employment Plan including, but not limited to, information about progress toward achievement of the target outlined in paragraph 3.3 of Schedule 3 such report to be approved by the Council’s local economy team or such team as shall be assigned the work of the local economy team from time to time;
<b>“End Users”</b>	<p>means unless otherwise agreed in writing with the Council start-ups, independent businesses operating from no more than 3 sites and small businesses with 50 employees or fewer and which are from a specific sector with a social, cultural or economic development purpose which may include:</p> <ul style="list-style-type: none"> <li>a) charities, voluntary and community organisations or social enterprises;</li> <li>b) public health services;</li> <li>b) creative and artists workspace;</li> <li>c) rehearsal and performance space and makerspace;</li> <li>d) occupiers from disadvantaged groups starting up in any sector;</li> <li>e) occupiers in support of educational outcomes through connections to schools, colleges or higher education;</li> <li>f) small businesses located in the Borough;</li> <li>g) medium business located in the Borough approved by the Council; and</li> <li>h) such other businesses identified by the Affordable Workspace Provider approved by the Council;</li> </ul>



<b>“Energy Statement”</b>	means the document titled Energy Statement dated May 2021 submitted with the Application;
<b>“Energy Statement Update”</b>	means a review of the Energy Statement to be undertaken no less than 3 months before the anticipated Implementation Date to determine if any alternative and/or additional energy performance measures can be incorporated into the Development to improve the Carbon Targets and if applicable the resulting reduction to the Carbon Offsetting Contribution to enable the Council to monitor the energy performance of the Development;
<b>“Equivalence Factor”</b>	means that the cost of providing the Health Hub when calculated using the Affordable Workspace Equivalence Formula is equivalent to the Affordable Workspace Equivalent Provision;
<b>“Estate Management Plan”</b>	means a plan setting out details of how the Public Realm will be managed and maintained;
<b>“Final Certificate”</b>	means a certificate issued on behalf of the Council certifying that following inspection the Public Realm Works or parts thereof has/have been completed to the reasonable satisfaction of the Director of Planning and Growth and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Realm Works only and as many times as is necessary until satisfied with the entirety of the Public Realm Works;
<b>“First Let”</b>	means in respect of an Affordable Workspace Unit or the Health Hub the date on which the first lease of that Affordable Workspace Unit or Health Hub is granted;
<b>“Full Time Equivalent”</b>	means in respect of business jobs and retail jobs of at least 35 hours per week within the Development the number of which shall be calculated in accordance with the Employment Density Guide;
<b>“GLA Be Seen Web Portal”</b>	means the GLA’s ‘Be Seen’ reporting webform templates located on the GLA’s website at <a href="https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance">https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance</a> ;
<b>“Health Hub”</b>	means delivery within the Development of a primary care healthcare surgery (including GP surgery) or clinic and operated by a Health Hub Provider for the provision of medical or healthcare services which

may include well-being and community health activities;

<b>“Health Hub Agreement for Lease”</b>	the agreement between the Developer and a Health Hub Provider to enter into a lease of the Health Hub on terms that are substantially consistent with the Health Hub Heads of Terms and Health Hub Specification subject to any more detailed specification for the Health Hub being to the reasonable requirement of the Health Hub Provider;
<b>“Health Hub Heads of Terms”</b>	means unless otherwise agreed in writing with the Council, the heads of terms for a Health Hub Lease contained in Appendix 3(A) or 3(B) as specified in the Appeal Decision;
<b>“Health Hub Lease”</b>	means a lease of the Health Hub to a Health Hub Provider substantially consistent with the Health Hub Agreement for Lease;
<b>“Health Hub Notice”</b>	means a written notice confirming that the Health Hub will be provided and served on the Council pursuant to paragraph 1.2 of Schedule 1;
<b>“Health Hub Provider”</b>	means the National Health Service (or its nominees) including NHS Property Services Limited, NHS England, NHS Southwark Clinical Commissioning Group, NHS South East London CCG or any successor body with responsibility for providing primary healthcare within the Borough or such other health care provider as may be agreed with the Council in writing;
<b>“Health Hub Specification”</b>	means a specification for the construction of a Health Hub to Category A standard in accordance with Appendix 5 of this Agreement subject to any more detailed specification for the Health Hub being agreed with the Health Hub Provider;
<b>“Health Hub Transport Operations Plan”</b>	<p>means a plan setting out details of the transport operations the Health Hub for staff, its functions and patients including:</p> <ul style="list-style-type: none"><li>a) the numbers, locations and swept path drawings for staff parking spaces, health hub vehicle parking, wheelchair staff parking spaces;</li><li>b) the route for staff to the Development (and resting points along the way);</li><li>c) the provision of ready access for staff through entry doors in Plot H2 at all times should Plot H2’s car park be used by the</li></ul>

Health Hub staff;

d) blue badge parking for patients; and

e) drop off facilities for the Health Hub Provider and patients and safe route into the Health Hub;

**“Highway Development Manager”** means the Council’s Highway Development Manager or any other officer or person properly exercising the authority of the Highway Development Manager for the time being;

**“Implementation Date”** means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development pursuant to the Planning Permission other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey, site clearance, archaeological investigation, demolition, remedial or remediation work in respect of any contamination or other adverse ground condition, diversion and laying or removal of services, erection of any temporary means of enclosure including fences and hoardings, the temporary display of site notices or advertisements and references to “Implementation” and “Implement” shall be construed accordingly;

**“Index”** means BCIS General Building Cost index published by the Royal Institution of Chartered Surveyors (RICS) in respect of the Bus Services Contribution; the Carbon Offset Contribution; the Elephant & Castle Strategic Transport Contribution; the Legible London Contribution; the Walworth Road Bus Contribution; the Cycle Hire Docking Station Contribution and the In Lieu Payment (if payable) and the RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics in respect of all other payments or in the event such indexes cease to exist such index as may be adopted by the Council for this purpose of calculating planning obligations to be applied in accordance with clause 15;

**“Index Linked”** means increased (if applicable) in accordance with clause 15;

**“In Lieu Payment”** means the payment of a financial sum to the Council in lieu of provision of Affordable Workspace and calculated in accordance with the Affordable Workspace Equivalence Formula;

**“In Lieu Payment”** means that the In Lieu Payment must be used by the Council for the

<b>“Purpose”</b>	provision of Affordable Workspace within the Borough;
<b>“Inspector”</b>	means a planning inspector appointed by the Secretary of State to consider the Appeal under delegated powers;
<b>“Legible London Contribution”</b>	means the sum of £12,000 Index Linked to be paid to the Council for onward payment to TfL to enable TfL to provide Legible London signage within the vicinity of the Development;
<b>“Local Businesses”</b>	means businesses whose registered or trading address is in the Borough;
<b>“London Plan”</b>	means the London Plan dated March 2021;
<b>“Mortgagee”</b>	means an established corporate body within the finance industry regulated by the Prudential Regulation Authority the Financial Conduct Authority or similiar and acting as a bona fide lender;
<b>“New Health Hub Lease”</b>	means a further lease of the Health Hub to a Health Hub Provider;
<b>“NVQ Starts”</b>	means the commencement of a full National Vocational Qualification or equivalent vocational qualification outside of a statutory apprenticeships;
<b>“Occupation”</b>	means the first date upon which any part of Plot H1 is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases “Occupy” and “Occupied” and “Occupier” shall be construed accordingly;
<b>“Open Market Rent”</b>	means the amount of rent for which the relevant floorspace within the Development could be let as commercial floorspace on the open market assuming a willing landlord and a willing tenant in an arm’s length transaction and where the landlord and the tenant has each acted knowledgeably, prudently and without compulsion;
<b>“Original Development”</b>	means the Original Planning Permission for a mixed use development comprising a number of buildings ranging between 13.13m (AOD) and 104.8m (AOD) in height with capacity for between 160,579sqm (GEA (min) and 254,000sqm GEA (max) residential floorspace together with retail (Class A1-A5), business (Class B1), leisure and community (Class

D2 and D1) energy centre (sui generis) uses. New landscaping, park and public realm, car parking means of access and other associated works);

<b>“Original Planning Permission”</b>	means the planning permission granted pursuant to application reference 12/AP/1092 on 27 March 2013;
<b>“Original S.106 Agreement”</b>	means the agreement entered into by the parties named in Recital E pursuant to section 106 of the 1990 Act and dated 27 March 2013;
<b>“Park Delivery Area”</b>	means the part of the wider area of park delivered as part of the Original Development marked ‘Park Phase 4’ and shaded green on the plan labelled Plan 3 appended hereto at Appendix 1;
<b>“Parking Bay”</b>	means a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 or other relevant legislation for use in the locality in which the Development is situated;
<b>“Parties”</b>	means the Council and the Developer;
<b>“Pedestrian and Cycle Routes”</b>	means the pedestrian and cycle routes to be provided as part of the Development in accordance with the plan labelled Plan 4 appended hereto at Appendix 1;
<b>"Permitted Closures"</b>	<p>means temporary closure of any area of the Publicly Accessible Active Lobby (or part thereof) in the following circumstances:-</p> <ul style="list-style-type: none"><li>(a) repair, maintenance, inspection, cleaning or resurfacing of the Publicly Accessible Active Lobby;</li><li>(b) in respect of the Publicly Accessible Active Lobby only a total of up to 20 days per calendar year which must not be more than 2 consecutive days at any one time unless agreed in writing with the Council to carry out any commercial activities and events or exhibitions including live event streaming, retail activities and the sale of food and beverages;</li><li>(c) the laying, cleaning, maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Publicly Accessible Active Lobby;</li><li>(d) the inspection, maintenance, repair, renewal, rebuilding, demolition or development of any buildings now or hereafter</li></ul>

on Plot H1 or any part thereof including to work from or erect scaffolding or ladders as required;

- (e) the ability to erect structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls, kiosks, lighting, notices, signs and advertising materials (subject to obtaining relevant consents);
- (f) for health and safety reasons;
- (g) for any security or public safety reason in accordance with the requirements of the emergency services; and/or
- (h) for any other reasonable cause and for such reasonable period as may be agreed in writing by the Council

PROVIDED THAT save in the case of an emergency or as otherwise agreed with the Council, the Developer will be required to provide reasonable prior notice to the public of any Permitted Closure;

<b>“Planning Permission”</b>	means the planning permission for the Development granted by the Inspector or the Secretary of State (as the case may be) pursuant to the Appeal and any variation thereof;
<b>“Plot H1”</b>	means the land known as Plot H1 Elephant Park, Land Bounded by Walworth Road, Elephant Road, Deacon Street and Sayer Street North, Elephant and Castle, London, SE1 and for the purpose of identification only shown edged red on the plan labelled Plan 1 attached hereto at Appendix 1;
<b>“Policy P31 Affordable Workspace Provision”</b>	means the provision of 10% of the Commercial Floorspace which includes a minimum of 4,448sqm NIA (being 10% of the Commercial Floorspace of the upper floors only) as Affordable Workspace at a 25% discount to Open Market Rent for a period of 30 years;
<b>“Policy P31 Notice”</b>	means a written notice served by the Developer on the Council pursuant to paragraph 2.1 of Schedule 1 confirming that Affordable Workspace will be delivered pursuant to paragraphs 2.1.2, 2.1.3 or 2.2 of Schedule 1;
<b>“Pre-Occupation Energy Review”</b>	means an independent assessment of the energy efficiency of the Development to be commissioned by the Developer and submitted to the Council in accordance with paragraph 3.1 of Schedule 4 to

determine whether or not the Carbon Targets have been achieved;

**“Project Architect”**

means Acme or such other architecture practice of commensurate skill and experience as may be approved in writing by the Council (acting reasonably);

**“Provisional Certificate”**

means a provisional certificate issued on behalf of the Council certifying provisionally and pending the issue of the Final Certificate that following inspection the Public Realm Works have been completed to the reasonable satisfaction of the Council and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Realm Works only and as many times as is necessary until satisfied with the entirety of the Public Realm Works;

**“Publicly Accessible  
Active Lobby”**

means the parts of the Active Lobby which shall be made available for use by members of the public free of charge in accordance with paragraph 2.1 of Schedule 6 and which shall be no less than 500sqm;

**“Public Realm”**

means the provision of public realm on that part of Plot H1 shown shaded yellow on the plan labelled Plan 5 attached hereto at Appendix 1;

**“Public Realm Works”**

means works to the Public Realm approximately consisting of the provision of 0.39ha of public space including but not limited to paving, benches, street furniture, street lighting to at least the same standard set out within the Council’s Streetscape Design Manual, bins, hard and soft landscaping, planting sufficient to establish effective habitat (at least 30% of which shall be native species), the creation of green corridors, the provision of routes through Plot H1, bollards to prevent vehicle access except emergency vehicles, the detail of which is to be approved by the Council pursuant to the Public Realm Specification;

**“Public Realm  
Specification”**

means a detailed specification to be submitted by the Developer to the Council for approval in respect of the Public Realm Works and which shall include as a minimum:- detailed and scaled plans and drawings; a full specification of the works and samples of proposed materials; details of the phasing and timing for delivery; and any other details as may be reasonably required by the Council;

<b>“Reasonable Endeavours”</b>	means that where the Developer is under such an obligation it will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the relevant Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);
<b>“Secretary of State”</b>	means the Secretary of State for the Department for Levelling Up, Housing and Communities (or any successor body);
<b>“Section 38/278 Highways Agreement”</b>	<p>means any agreement between the Developer and the Council pursuant to Section 38/278 of the Highways Act 1980 for securing and authorising the Developer to carry out the Section 38/278 Highway Works and (unless otherwise agreed between Developer and the Council) the Section 38/278 Highways Agreement(s) will include (without limitation) provisions for:</p> <ul style="list-style-type: none"> <li>a) the Section 38/278 Highways Works to be secured to the sum of the Section 38/278 Highways Works Bond;</li> <li>b) the security relating to the amount of the Section 38/278 Highway Works to be delivered prior to the commencement of the Section 38/278 Highway Works; and</li> <li>c) the Developer to carry out the Section 38/278 Highways Works in accordance with the approved Section 38/278 Highway Works Specification at its own cost and at no cost to the Council;</li> </ul>
<b>“Section 38/278 Highway Works Bond”</b>	means the deposit, bond, guarantee, surety or similar security relating to the Section 38/278 Highway Works in a sum equivalent to the estimated cost of the Section 38/278 Highway Works plus ten percent;
<b>“Section 38/278 Highway Works”</b>	<p>means:-</p> <ul style="list-style-type: none"> <li>1 resurfacing of Elephant Road alongside the boundary of Plot H1 including raised table surface;</li> <li>2 installation of a pedestrian and cycle crossing for Walworth Road</li> </ul>



next to the railway viaduct and associated works to the Elephant Road junction (including the provision of a raised table and reducing street clutter);

- 3 renew and upgrade the kerb and footway on Elephant Road and Walworth Road adjacent to Plot H1;
- 4 construction of a raised entry treatment at the Walworth Road / Deacon Street junction;
- 5 construction of vehicle crossover on Elephant Road;
- 6 construction of dropped kerbs on Elephant Road and Walworth Road for access to the cycle entrance;
- 7 re-construction of any existing tree pits;
- 8 upgrading of street lighting in accordance with current standards;
- 9 repairing any construction damage;
- 10 to offer to the Council for adoption area(s) on Elephant Road and Walworth Road to ensure a minimum 2.4m wide footway; and
- 11 the installation of the agreed Deacon Street layout,

and which for indication purposes only are shown on the plan labelled Plan 6 attached hereto at Appendix 1 along with such traffic regulation orders and any other ancillary works which the Council may reasonably require including but not limited to drainage and the dedication of land as highway all of which shall be in accordance with the Southwark Streetscape Design Manual;

**“Section 38/278 Highway Works Specification”**

means:-

- 1 a detailed design specification of the Section 38/278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery;
- 2 the detailed design layout and specification of Deacon Street between its Walworth Road and Sayer Street junctions and to include road markings and signage for the road safety of

cyclists

to be submitted by the Developer pursuant to paragraph 5 of Schedule 2 and approved by the Director of Planning and Growth and the Highway Development Manager and obtaining their approval to it in writing on or before the date the Developer and the Council (as highway authority) enter into the Section 38/278 Highway Works Agreement;

**“SCSC”**

means the Southwark Construction Skills Centre located at Surrey Quays Road, London SE16 7PJ which provides training and upskilling opportunities in the construction sector;

**“Short Courses”**

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

**“Site and Development Contributions”**

means the Bus Services Contribution, Cycle Hire Docking Station Contribution, Delivery and Service Cash Deposit, Delivery and Service Monitoring Fee, Elephant & Castle Strategic Transport Contribution, In Lieu Payment (if applicable), Legible London Contribution and the Walworth Road Bus Contribution;

**“Site Wide Employment and Training Scheme”**

means the ‘Site Wide Employment and Training Scheme’ approved pursuant to paragraph 9.1 of Schedule 3 of the Original S.106 Agreement;

**“SME”**

means a small to medium enterprise;

**“Southwark Education Business Alliance”**

means the Council operated schools careers service by that name or such other successor services as may be nominated by the Council from time to time;

**“Southwark Plan”**

means the Southwark Plan 2022;

**“Southwark Works”**

means the employment support service by that name which is commissioned by the Council or such other successor services as may be nominated by the Council from time to time;

**“Sustained Construction Employment”**

means Sustained Employment related to the Development and/or other development in the Borough including but not limited to

	Construction Employment;
<b>“Sustainable Employment Opportunities”</b>	means a contract of employment of not less than 26 weeks;
<b>“Sustained Employment”</b>	means a period of continuous employment of not less than 26 weeks;
<b>“TfL”</b>	means Transport for London or their successor in statutory function;
<b>“Topping Out”</b>	means the installation of the final piece of the structure of the Development;
<b>"Travel Plan"</b>	means a travel plan for the Development which shall be submitted by the Developer to the Council for approval in accordance with Schedule 2 and which shall include but shall not be limited to measures to discourage the use of vehicles, the provision of high quality shower/changing facilities accessible to all occupants of the Development and cycle parking including disabled/cargo bicycle spaces;
<b>“Travel Plan Co-ordinator”</b>	means the co-ordinator to be appointed by the Developer pursuant to sub-paragraph 6.2 of Schedule 2 to oversee the implementation and monitoring of the Travel Plan;
<b>“Unemployed Borough Residents”</b>	means persons residing within the Borough who are neither in employment nor contracted as self-employed workers and have not been so for a period of not less than seven days;
<b>“Use Classes Order”</b>	means the Use Classes Order 1987 (as amended as at the date of submission of the Application).
<b>“Walworth Road Bus Contribution”</b>	means the sum of £20,000 (twenty thousand pounds) Index Linked to be paid to the Council towards improvements to the north-bound bus stop on Walworth Road to provide a countdown facility; and
<b>"Working Days"</b>	means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays.

In this Agreement (except where the context otherwise requires):

1.2 Reference to the masculine feminine and neuter genders shall include other genders.

- 1.3 Reference to the singular include the plural and vice versa unless the contrary intention is expressed.
- 1.4 Reference to natural persons are to include corporations and vice versa.
- 1.5 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Agreement.
- 1.7 Any reference in this Agreement to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force save that references to Use Classes shall be construed as references to Use Classes set out within the Town and Country Planning (Use Classes) Order 1987 (as amended) at the date of submission of the Application and such construction shall not be affected by changes to the Town and Country Planning (Use Classes) Order 1987 or any replacement thereof after the date of submission of the Application.
- 1.8 The expression “the Developer” shall include their respective successors in title and assigns and the expression “the Council” shall include their successors in statutory function.
- 1.9 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions.
- 1.10 An obligation not to Implement or Occupy the Development includes an obligation not to Implement or Occupy any part of the Development.
- 1.11 Where in this Agreement a party includes more than one person any obligation of that party shall be joint and several.
- 1.12 Any plan, document or strategy required to be submitted pursuant to this Agreement may be updated from time to time with the approval of the Council.
- 1.13 Where in this Agreement the Council is required to give an approval, consent or agreement the approval, consent or approval shall not be deemed to have been given unless in writing.
- 1.14 Where the agreement, approval, consent, confirmation or an expression of satisfaction is required by the Developer or the Council under the terms of this Agreement that agreement, approval, consent, confirmation or satisfaction shall not be unreasonably withheld or delayed.

## **2. Statutory Provisions**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that subject to clause 8 the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in Plot H1 or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 2.2 To the extent only that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.
3. **Legal Effect**
- 3.1 This Agreement is conditional upon the grant of the Planning Permission, Commencement and Implementation save in respect of the following:
- 3.1.1 The following provisions shall come into effect on the date of this Agreement:
- 3.1.1.1 Clauses 1, 2, 3, 4, 6.1.1, 8, 10, 18, 20, 21, 22, 23, 24, 25 and 26;
- 3.1.2 The following provisions are conditional upon the grant of the Planning Permission:
- 3.1.2.1 Clause 12;
- 3.1.2.2 Paragraphs 1.1, 1.2, and 5.1 of Schedule 4; and
- 3.1.2.3 Paragraph 1.1.4 of Schedule 9;
- 3.1.3 The following provisions are conditional upon the grant of the Planning Permission and Commencement:
- 3.1.3.1 Clauses 9, 11, 13 and 16;
- 3.1.3.2 Paragraphs 1.3, 1.4 and 2 of Schedule 3;
- 3.2 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the parties:-
- 3.2.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of Plot H1 granted pursuant to Section 73 of the 1990 Act and Plot H1 itself, and

3.2.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and

3.2.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:-

“The obligations in this Agreement relate to and bind Plot H1 in respect of which a new planning permission referenced ..... has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 or Section 106A of the 1990 Act.

3.3 The Developer shall meet the Council's reasonable legal fees in respect of any such endorsement.

#### 4. **Appeal**

4.1 If the Inspector or the Secretary of State (as relevant) determines in the Appeal Decision that any obligation (or any part of an obligation) contained within this Agreement is not:

4.1.1 necessary to make the Development acceptable in planning terms; and/or

4.1.2 directly related to the Development; and/or

4.1.3 fairly and reasonably related in scale and kind to the Development; and/or

4.1.4 compliant in all other aspects with Regulation 122 of the Community Infrastructure Levy Regulation 2010 as amended,

then the Developers shall not be bound by such obligation and the relevant obligation shall immediately (without any further act by the Parties) cease to have any effect and the Agreement shall be read as if such planning obligation were not included.

4.2 The Inspector or the Secretary of State (as relevant) is requested to state in their Appeal Decision whether they consider Appendix 3A or Appendix 3B or Appendix 3C best satisfies the test for planning obligations in accordance with Clause 4.1 above and accordingly only that appendix shall have legal effect in respect of the Development and the Agreement shall be

read as if all references to the other appendices were not included and the Parties agree that this Agreement shall be endorsed with the following words:

“From the date of the Appeal Decision the definition of “Health Hub Heads of Terms” shall refer to Appendix 3[X] only and this Agreement shall read as if all references to Appendix 3[X] and Appendix 3[X] were no longer included.”

- 4.3 In the event that the Inspector or the Secretary of State (as relevant) further to agreement with the Parties during the Appeal imposes a condition upon the Planning Permission instead of one or more of the obligations in this Agreement, then the said provisions of this Agreement shall thereafter have no legal effect to the extent determined by the Inspector in the Appeal Decision.

## **5. Obligations of the Developer**

- 5.1 The Developer covenants to observe and perform or cause to be observed and performed the obligations contained in the Schedules to this Agreement at the times and in the manner provided therein.
- 5.2 Without prejudice to any other remedy available to the Council, the Developer covenants that no part of the Development shall be Implemented, Topped Out or Occupied (as appropriate) unless and until the obligations contained within the Schedules to this Agreement that are required to be fulfilled before Implementation, Topping Out or Occupation have been complied with.
- 5.3 The Developer shall contact the S.106 and CIL Team at the Council to arrange payment of the Administration Cost and the Site and Development Contributions.

## **6. Developer to Notify Council**

- 6.1 The Developer covenants with the Council to notify the Council:
- 6.1.1 of its application to the Land Registry under clause 10 within 14 days of this Agreement;
- 6.1.2 immediately of the occurrence of the Implementation Date by written notice; and
- 6.1.3 of its intention to pay the Administration Cost and the Site and Development Contributions by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 Working Days immediately preceding the making of such payment.

**7. Council's Covenants**

- 7.1 The Council covenants with the Developer to observe and perform or cause to be observed and performed the obligations in Schedule 9 of this Agreement.

**8. Enforceability of Obligations**

- 8.1 The obligations contained in this Agreement shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of Plot H1 or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 8.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with the whole of its interest in Plot H1 (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

**9. Superseded Development**

- 9.1 The Developer covenants with the Council that on Commencement the Developer shall not carry out or permit to be carried out any further works or development on Plot H1 pursuant to the Original Planning Permission.
- 9.2 The Parties hereby agree that following Commencement the Original S.106 Agreement shall in respect of Plot H1 be superseded by the obligations, covenants and undertakings contained in this Agreement PROVIDED THAT the Original S.106 Agreement shall remain in full force and effect in respect of the remainder of the Original Development that is bound by the Original S.106 Agreement.

**10. Registration**

- 10.1 Immediately after the execution of this Agreement, the Developer shall make an application to the Land Registry for entries relating to this Agreement to be made in the charges register(s) of the title number(s) referred to in recitals C and D above so as to bind Plot H1 as provided for in the before-mentioned statutory provisions.
- 10.2 If the Developer fails to make application as referred to in clause 10.1 above the Council shall (without prejudice to any other right) be entitled to register this Agreement and recover the expenses incurred in doing so from the Developer and the Developer covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.



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

11. **Site Not To Be Encumbered**

The Developer covenants with the Council that it will not encumber nor deal with Plot H1 in any manner whereby any party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

12. **Right of Access**

Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon reasonable written notice to enter Plot H1 at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

13. **Waiver**

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

14. **Interest on Late Payment**

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

15. **Indexation**

Any sum referred to in this Agreement as being Index Linked and required to be paid to the Council shall be increased by an amount equivalent to the increase in the relevant Index from the date hereof until the date on which such sum is payable.

16. **Enforcement Costs**

Without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Developer arising hereunder PROVIDED THAT if it is found in a court of law that a breach has not occurred and it is determined that no costs are payable then the Developer will be under no obligation to pay such costs charges and expenses.

17. **Administration Cost**

The Developer covenants to pay the Administration Cost to the Council within 30 days of receiving written request and separately not to Implement the Development until the Administration Cost has been paid to the Council.

18. **Council's Legal Fees**

The Developer shall pay on the date of this Agreement to the Council by way of a BACS or CHAPS transfer the Council's reasonable costs in the preparation and negotiation of this Agreement.

19. **VAT**

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

19.2 The Developer acknowledges and agrees that if at any time VAT is required to be paid in respect of any Site and Development Contributions then to the extent that VAT had not been previously charged in respect of that contribution the Council shall have the right to issue a VAT invoice to the Developer and the VAT shall be paid accordingly.

20. **Notices**

20.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 20.3.

20.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

20.2.1 if delivered by hand, upon delivery at the relevant address;

20.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting; and

except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

20.3 Subject to clause 20.4, the address, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning Division,  
PO Box 64529 London, SE1P 5LX;

Relevant addressee: The Director of Planning (for general enquiries);  
  
S.106/CIL Monitoring Officer (for planning obligation enquiries)

Reference: S106/RR020/144and 21/AP/1819

For the First Developer:

Address: The registered address for the First Developer on Companies House.

Reference: H1 Elephant Park - S106

For the Second Developer:

Address: The registered address for the Second Developer on Companies House.

Reference: H1 Elephant Park - S106

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

20.4.1 the date specified in the notification as the date on which the change is to take place; or

20.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

**21. Determination of Disputes**

21.1 Subject to clause 21.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 21. The notice is to propose an appropriate Specialist and

specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 21.2 For the purposes of this clause 21 a “Specialist” is a person qualified to act as an expert in relation to the dispute having not less than ten years’ professional experience in relation to developments in the nature of the Development and property in the same locality as Plot H1.
- 21.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 21.4.
- 21.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 21.5 The Specialist is to act as an independent expert and:
- 21.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
  - 21.5.2 each party is to have a further ten Working Days to make written comments on the other’s representations and will copy the written comments to the other party;
  - 21.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
  - 21.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
  - 21.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision;
  - 21.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty Working Days of his appointment; and

21.5.7 save in the case of manifest error the decision of the Specialist shall be final and binding on the Parties.

21.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 21, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

21.7 This clause 21 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## **22. Contracts (Rights of Third Parties) Act 1999**

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

## **23. Miscellaneous**

23.1 The construction validity and performance of this Agreement shall be governed by English law.

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

23.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

23.4 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Agreement.

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

23.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop Plot H1 or any part of it in accordance with a planning permission other than the Planning Permission.

24. **Community Infrastructure Levy**

Subject to Clause 4, the Council is satisfied that the planning obligations given by the Developer set out in this Agreement accord with the three statutory tests set out in Regulation 122 (2)(a)-(c) of the Community Infrastructure Regulations 2010 (as amended).

25. **Future Mortgagee**

A Mortgagee with a charge over Plot H1 created after the date of this Agreement shall have no liability under this Agreement unless it takes possession of Plot H1 or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Developer.

26. **Good Faith**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Agreement.

## **SCHEDULE 1**

### **HEALTH HUB AND AFFORDABLE WORKSPACE**

The Developer covenants with the Council:-

#### **1. HEALTH HUB**

##### **Reasonable Endeavours**

- 1.1 To use Reasonable Endeavours following the expiry of the Challenge Period to reach agreement prior to Topping Out with a Health Hub Provider to deliver a Health Hub and from the date that is six months from the expiry of the Challenge Period to engage at least quarterly with the potential Health Hub Provider and the Council.

##### **Health Hub Notice**

- 1.2 To serve the Health Hub Notice on the Council for its approval in writing within 5 (five) Working Days of agreeing heads of terms for a Health Hub Agreement for Lease with a Health Hub Provider.
- 1.3 The Health Hub Notice will include the following:
- 1.3.1 the identity of the Health Hub Provider;
  - 1.3.2 an indicative plan showing the location of the Health Hub;
  - 1.3.3 details demonstrating that the heads of terms agreed with the Health Hub Provider are substantially consistent with the Health Hub Heads of Terms;
  - 1.3.4 details of how the Equivalence Factor will be met including:
    - (a) the quantum of Health Hub floorspace to be provided (which shall be 10% if Appendix C applies);
    - (b) the term of the proposed Health Hub Lease (which shall be 30 years if Appendix 3A or Appendix 3C applies and which shall be up to 30 years if Appendix 3B applies);
    - (c) the rent at which the Health Hub will be let including the level of discount to Open Market Rent; and
    - (d) relevant supporting information which must include the inputs into the Affordable Workspace Equivalence Formula and market evidence as relevant to demonstrate those inputs are appropriate.

- 1.3.5 details of any Affordable Workspace to be provided and/or In Lieu Payment required in addition to the provision of the Health Hub in order for the Development to meet the Affordable Workspace Equivalent Provision.
- 1.3.6 details of the latest Health Hub Specification.

#### **Approval of Health Hub Notice**

- 1.4 Upon receipt of the Health Hub Notice the Council shall within 20 (twenty) Working Days of such receipt appoint an Assessor and confirm the date of such appointment and the identity of the Assessor to the Developer in writing.
  - 1.5 Within 20 (twenty) Working Days of the date of appointment of the Assessor, the Council shall inform the Developer in writing if further evidence or information is reasonably required in order for the Assessor to assess the Affordable Workspace Equivalent Provision.
  - 1.6 The Council shall notify the Developer in writing whether or not it approves the Health Hub Notice including whether or not the Assessor considers the Health Hub Notice demonstrates that the Affordable Workspace Equivalent Provision will be met, such notice to be provided:
    - 1.6.1 within 40 (forty) Working Days of receipt of the Health Hub Notice; or
    - 1.6.2 where further evidence or information was reasonably requested pursuant to paragraph 1.5 of this Schedule within 10 (ten) Working Days of receipt by the Assessor of all such further evidence or information; and
- where the Health Hub Notice is not approved including because the Affordable Workspace Equivalent Provision is considered not to be met, the Council's written notice shall detail the reasons for not approving the Health Hub Notice.
- 1.7 Where the Council does not approve the Health Hub Notice and/or where the Council's Assessor does not consider the Affordable Workspace Equivalent Provision will be met either party shall be entitled to refer the matter to the Specialist pursuant to Clause 21 and the Specialist's determination regarding whether Affordable Workspace Equivalent Provision has been met and/or whether the Health Hub Notice should be approved shall be binding.

#### **Health Hub Delivery**

- 1.8 Unless otherwise agreed with the Council in writing to deliver the Health Hub pursuant to the approved Health Hub Notice.

#### **Health Hub Occupation Triggers**

- 1.9 Not to Occupy:



1.9.1 more than 25% of the Commercial Floorspace until the Health Hub Agreement for Lease has been entered into with the Health Hub Provider;

1.9.2 more than 50% of the Commercial Floorspace until:

(a) the Health Hub has been completed in accordance with the Health Hub Specification and made available for fit-out and occupation by the Health Hub Provider; and

(b) the first Health Hub Lease has been granted to the Health Hub Provider.

1.10 Within 10 Working Days of the Health Hub Lease having been granted to the Health Hub Provider to confirm the same to the Council in writing and such confirmation shall constitute acknowledgement by the Parties that the Health Hub can be occupied in accordance with the Health Hub Notice.

#### **Termination of Health Hub Lease**

1.11 If at any time after grant of the Health Hub Lease but before the expiry of the Health Hub lease term stated in the approved Health Hub Notice such lease is terminated either by the Developer or by the Health Hub Provider then in order to meet the Affordable Workspace Equivalent Provision:

1.11.1 the Developer shall within 10 Working Days inform the Council in writing that the Health Hub Lease has been terminated; and

1.11.2 the Developer shall use Reasonable Endeavours to enter into a New Health Hub Lease within 6 months or such other period as may be agreed with the Council in writing.

1.12 In the event a New Health Hub Lease is not entered into pursuant to paragraph 1.11.2 or if such New Health Hub Lease does not fully meet the Affordable Workspace Equivalent Provision then in order to meet the Affordable Workspace Equivalent Provision:

1.12.1 the Developer shall agree with the Council that Affordable Workspace will be delivered; and/or

1.12.2 the Developer shall agree an In Lieu Payment with the Council and once agreed with the Council the In Lieu Payment shall be made within 5 Working Days.

1.13 Where the Health Hub becomes vacant following the termination of the Health Hub Lease, not to Occupy the Health Hub or permit further Occupation of the floorspace forming the Health Hub until the obligations in paragraphs 1.11.2 or 1.12 have been satisfied.

- 1.14 Prior to any New Health Hub Lease being entered into, the Developer shall within 5 Working Days of agreeing heads of terms for a new Health Hub Agreement for Lease or New Health Hub Lease (as applicable) with a Health Hub Provider serve a further Health Hub Notice on the Council for its approval in writing and paragraphs 1.3 to 1.7 of this Schedule shall apply to the approval of such new Health Hub Notice, save that when the Council assesses whether the New Health Hub Lease meets the Equivalence Factor the New Health Hub Lease shall be considered cumulatively with the first Health Hub Lease.

## **2. AFFORDABLE WORKSPACE**

- 2.1 To deliver Affordable Workspace in the event any of the following circumstances arise:

2.1.1 if the Health Hub Notice includes the delivery of Affordable Workspace;

2.1.2 if in spite of using Reasonable Endeavours it is demonstrated to the Council's reasonable satisfaction at any stage prior to Topping Out that it has not been or will not be possible to reach agreement with a Health Hub Provider to deliver a Health Hub;

2.1.3 if at any time after service of the Health Hub Notice but before the grant of the Health Hub Lease it becomes apparent to the Developer that the Health Hub will not be delivered; or

2.1.4 if the Council and the Developer have agreed pursuant to paragraph 1.12.1 that Affordable Workspace shall be delivered.

- 2.2 Where Affordable Workspace is being provided pursuant to paragraphs 2.1.2 and 2.1.3 and there is an increase in the quantum of Commercial Floorspace being provided, there shall be a commensurate increase in the quantum of Affordable Workspace delivered.

- 2.3 To serve a Policy P31 Notice on the Council within 15 Working Days of the events in paragraphs 2.1.2, 2.1.3 or 2.2 occurring.

### **Affordable Workspace Marketing Strategy**

- 2.4 Within 30 Working Days of any of the circumstances in paragraph 2.1 of this Schedule first arising to submit the Affordable Workspace Marketing Strategy to the Council in writing setting out:

2.4.1 details of the arrangements to provide the Affordable Workspace and how the Affordable Workspace has been designed to meet local demand;

2.4.2 how the Affordable Workspace shall be marketed to Affordable Workspace Providers; and

- 2.4.3 that Affordable Workspace Providers shall be required to collaborate with relevant bodies and persons which may include the Council, local businesses, business associations, workplace providers and other stakeholders to identify businesses to be nominated for occupation regarding the availability of the Affordable Workspace (or relevant part thereof).
- 2.5 Within 20 Working Days of receipt of the Affordable Workspace Marketing Strategy, the Council shall approve the Affordable Workspace Marketing Strategy in writing or give reasons in writing for not approving the Affordable Workspace Marketing Strategy.
- 2.6 Unless otherwise agreed with the Council in writing, to comply with the approved Affordable Workspace Marketing Strategy for the Affordable Workspace Marketing Period.

#### **Affordable Workspace Notice**

- 2.7 No later than 5 (five) Working Days from agreement of heads of terms for an Affordable Workspace Lease with an Affordable Workspace Provider, to serve an Affordable Workspace Notice on the Council for the Council's written approval such notice to set out:
- 2.7.1 the identity of the Affordable Workspace Provider;
- 2.7.2 a plan showing the location of the Affordable Workspace;
- 2.7.3 the Affordable Workspace Specification;
- 2.7.4 the quantum of Affordable Workspace floorspace to be let to that Affordable Workspace Provider;
- 2.7.5 the proposed term of the relevant Affordable Workspace Lease;
- 2.7.6 the discount to Open Market rent at which the relevant Affordable Workspace will be let together with evidence to show how Open Market Rent of the relevant Affordable Workspace has been determined in accordance with paragraph 2.18 of this Schedule;
- 2.7.7 details of the terms upon which the Affordable Workspace will be leased to potential End Users and evidence of how the benefit of the discount to Open Market Rent secured by the Affordable Workspace Provider will be applied to achieve an average discount of no less than 25% across the Affordable Workspace; and either
- 2.7.8 where the Affordable Workspace is being provided pursuant to paragraph 2.1.1 or 2.1.4 evidence of the proportion of the Affordable Workspace Equivalent Provision represented by:
- 2.7.8.1 the relevant proposed Affordable Workspace Lease; and

- 2.7.8.2 the Health Hub by reference to the Health Hub Notice (and where Affordable Workspace is being provided pursuant to paragraph 2.1.4 evidence of the proportion of the Affordable Workspace Equivalent Provision delivered pursuant to the Health Hub Lease at the point of termination); or
- 2.7.9 where the Affordable Workspace is being provided pursuant to paragraphs 2.1.2 or 2.1.3 evidence of the proportion of the Policy P31 Affordable Workspace Provision that the relevant proposed Affordable Workspace Lease would represent.
- 2.8 Within 20 Working Days of receipt of an Affordable Workspace Notice, the Council shall approve the relevant Affordable Workspace Notice in writing or give reasons in writing why the relevant Affordable Workspace Notice is not approved.
- 2.9 Where the Council does not approve the Affordable Workspace Notice because the Council does not agree with the assessment of Open Market Rent of the relevant Affordable Workspace pursuant to paragraph 2.18 then paragraphs 2.19 to 2.22 shall apply and/or where the Council or its Assessor does not consider the Affordable Workspace Equivalent Provision will be met due to the details submitted in accordance with paragraph 2.7.8 either party shall be entitled to refer the matter to the Specialist pursuant to Clause 21 and the Specialist's determination regarding whether Affordable Workspace Equivalent Provision has been met and/or whether the Affordable Workspace Notice should be approved shall be binding.
- 2.10 Unless otherwise agreed with the Council in writing to deliver the Affordable Workspace (or relevant part thereof) pursuant to the relevant approved Affordable Workspace Notice.
- 2.11 In the event that the timing of the Council's approval of an Affordable Workspace Notice requires the amendment of any of the triggers or requirements set out in paragraph 2 of this Schedule the Developer and the Council acting reasonably shall agree such amendments as soon as reasonably practicable and where the Occupation restriction specified in paragraph 2.12 will not or cannot be met the Affordable Workspace Notice will set out the agreed revised triggers so that the Developer shall not be treated as being in breach of a relevant trigger or requirement including where such trigger or need for compliance with any requirement has already passed at the point Affordable Workspace Notice is served provided such revised triggers as are stated in the Affordable Workspace Notice are met.

#### **Affordable Workspace Occupation Triggers**

- 2.12 Not to Occupy more than 25% of the Commercial Floorspace (or such higher percentage as may be agreed with the Council in writing prior to any exceedance of the 25% to allow leases to cover full floorplates) excluding the Affordable Workspace until the Affordable Workspace has been completed in accordance with the Affordable Workspace Specification.

- 2.13 To notify the Council in writing upon completion of any Affordable Workspace (or relevant part thereof) and to allow or procure that the Council is allowed access to the relevant Affordable Workspace for the purpose of inspecting and ascertaining compliance with the Affordable Workspace Specification within a period of 20 (twenty) Working Days from the date of the Developer's notice, such access to be granted where the Developer has been provided with written notice by the Council at least 3 (three) Working Days in advance.
- 2.14 Unless otherwise agreed in writing with the Council not to use the Affordable Workspace other than as Affordable Workspace for a period of 30 years from the date any Affordable Workspace is first let.

#### **Obligation to re-market Affordable Workspace**

- 2.15 Where any Affordable Workspace has been marketed in accordance with the Affordable Workspace Marketing Strategy for the Affordable Workspace Marketing Period without an Affordable Workspace Agreement for Lease having been entered into, the Developer shall be entitled to let the Affordable Workspace (or relevant part thereof) to an End User living or whose business is primarily based outside the Borough PROVIDED THAT such letting shall be for a period of no longer than five years.
- 2.16 Where any Affordable Workspace (or part thereof) is let pursuant to paragraph 2.14 and the 30-year period referred to in paragraph 2.13 of this Schedule has not yet expired, then:
- 2.16.1 no earlier than 12 months prior to such letting coming to an end the Developer shall again market the Affordable Workspace (or relevant part thereof) in accordance with the latest approved Affordable Workspace Marketing Strategy for a further period of no less than six months or, if sooner, until an Affordable Workspace Agreement for Lease for the Affordable Workspace (or relevant part thereof) is entered into; and
- 2.16.2 the provisions of paragraph 2.14 and this paragraph 2.15 shall re-apply until the expiry of the period referred to in paragraph 2.13.

#### **Monitoring**

- 2.17 On 1 April each year following first Occupation of the Affordable Workspace (or relevant part thereof) until the expiry of the period described in paragraph 2.13 of this Schedule, the Developer will or will procure that the Affordable Workspace Provider (as appropriate) submit(s) to the Council a report detailing:
- 2.17.1 the level of occupancy and a breakdown of the End Users of the Affordable Workspace by eligibility, sector and size;

- 2.17.2 an overview as to the terms of occupation of those End Users including confirmation as to the amount of discount applied to each End User's rent;
- 2.17.3 any measures to improve the operation of the Affordable Workspace.

#### **Determination of Open Market Rent for Affordable Workspace**

- 2.18 Unless otherwise agreed in writing with the Council the rent at which the Affordable Workspace (or relevant part thereof) is let to an Affordable Workspace Provider shall not exceed 75% of the Open Market Rent per square metre NIA.
- 2.19 The Open Market Rent of the Affordable Workspace shall be determined as follows:-
  - 2.19.1 the Developer shall commission an Assessor to prepare a full written assessment of the Open Market Rent of the Affordable Workspace (or relevant part thereof) for inclusion in an Affordable Workspace Notice such written assessment to be prepared, subject to any variations required by this Agreement, in line with the RICS Red Book or such other methodology as may be agreed between the Developer and the Council and the conclusions in the assessment will be clearly supported by comparable evidence; and
  - 2.19.2 the assessment produced by the Assessor shall be submitted to the Council for approval.
- 2.20 In the event that the Council does not accept the figure provided by the Developer in accordance with paragraph 2.18 above, the Council may commission another Assessor to provide reasons supported by comparable evidence to demonstrate why the Developer's assessment of the Open Market Rent of the Affordable Workspace (or relevant part thereof) is not accepted and, where necessary will commission its Assessor to provide their own assessment of the Open Market Rent of the Affordable Workspace (or relevant part thereof), subject to any variations required by this Agreement, in line with the RICS Red Book.
- 2.21 The Developer shall pay the reasonable and proper costs of the Council's Assessor in respect of the operation of paragraph 2.19 of this Schedule.
- 2.22 If the Developer's Assessor and the Council's Assessor cannot agree a value for Open Market Rent of the Affordable Workspace (or relevant part thereof) either party shall be entitled to refer the matter to a Specialist in accordance with Clause 21.

## **SCHEDULE 2**

### **Public Realm, Highways, Cycle Hire, Travel Plan and Health Hub Transport Plan**

The Developer covenants with the Council:-

#### **1. PUBLIC REALM**

- 1.1 Not to Implement the Development or any part of it until it has submitted the Public Realm Specification to the Council and obtained the Council's approval to it in writing.
- 1.2 To serve the Council with written notice of Completion of the Public Realm Works within 14 days of its occurrence.
- 1.3 To permit the Council its agents and its surveyors access to inspect the Public Realm Works following service of the notice referred to in paragraph 1.2 above in order for the Council to issue the Provisional Certificate.
- 1.4 Not to Occupy the Development or any part of it until the Public Realm Works have been completed in accordance with the approved Public Realm Specification and a Provisional Certificate has been issued by the Council in respect of all of the works PROVIDED THAT such Provisional Certificate shall be issued within 20 Working Days of notice being served pursuant to paragraph 1.2 above.
- 1.5 Not to Occupy the Development until it has submitted to the Council for its approval the Estate Management Plan.
- 1.6 Not to Occupy the Development until the Pedestrian and Cycle Routes have been provided.
- 1.7 Not to Occupy the Development until 0.02ha of the Park Delivery Area is provided.

#### **2. Defects**

- 2.1 For the duration of the Defects Liability Period, the Developer shall at its own expense and at no expense to the Council and to the reasonable satisfaction in all respect of the Director of Planning and Growth:-

2.1.1 maintain the Public Realm Works; and

2.1.2 make good any defects arising out of defective design or workmanship discovered during the Defects Liability Period until the issue of the relevant Final Certificate PROVIDED THAT the Defects Liability Period shall be deemed to continue until any necessary remedial works have been properly completed and the relevant Final

Certificate issued and for the avoidance of doubt the Director of Planning and Growth reserves the right to issue a Final Certificate only in respect of such part(s) of the Public Realm Works and as many times as necessary until the entirety of the Public Realm Works meet with his reasonable satisfaction and the Director of Planning and Growth will provide a Final Certificate discharging the Developer's obligations in relation to the Public Realm Works once he is satisfied that they have all been completed in accordance with the terms of this Schedule.

### **3. Maintenance**

3.1 With effect from the date on which the public are permitted access to the Public Realm, the Developer shall (or shall procure that an estate management company shall):-

3.1.1 at its own expense permanently maintain, cleanse, drain and keep maintained, cleansed and drained the Public Realm;

3.1.2 at its own expense permanently maintain a system of lighting to the reasonable satisfaction of the Council and ensure that such lighting operates effectively at all times whilst the Public Realm is open to the public subject to matters outside its reasonable control; and

3.1.3 at all times repair maintain cleanse drain and light the Public Realm.

### **4. Access**

4.1 Subject to paragraphs 4.2, 4.3 and 4.4 below to provide full unrestricted public access to the Public Realm 24 hours a day every day throughout the calendar year.

4.2 The Public Realm may be closed to the public 1 day a year to prevent public or private rights from coming into being by means of prescription or other process of law.

4.3 Not use more than 285sqm of the Public Realm as seating, tables and spill-out space or partitioned off areas for the ground floor units within the Development.

4.4 The Developer may from time to time temporarily restrict or prevent access to the Public Realm or part(s) thereof by giving reasonable prior notice to the Council in writing (EXCEPT in cases of emergency or danger to the public when no prior notice or consent shall be required) but only for the following purposes:-

4.4.1 the repair maintenance and resurfacing of the Public Realm;

4.4.2 the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Public Realm;



- 4.4.3 the inspection maintenance repair renewal rebuilding or demolition or development of any buildings now or hereafter on Plot H1 or any part thereof;
  - 4.4.4 if in the reasonable opinion of the Developer there shall be some danger to the public; and
  - 4.4.5 for any other reasonable and sufficient cause and for such reasonable period as may be agreed in writing by the Council.
- 4.5 If the Director of Planning and Growth requests the closure of the Public Realm to the public so as to avoid or prevent injury or damage to the general public then the Developer shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the Public Realm to the public for so long as may be required by the Director of Planning and Growth.
- 4.6 In the event of closure of any part(s) of the Public Realm by reason of emergency or danger or risk of injury or damage to the general public (whether at the Council's behest or not), the Developer shall promptly take all steps as are reasonably necessary which it may reasonably and practicably take to remove or overcome the emergency, danger or risk of injury or damage to the general public, failing which the Council may enter Plot H1 and undertake the said steps and recover the reasonable costs of doing so from the Developer but only after having first provided the Developer with an opportunity to carry out the said steps.

## **5 HIGHWAY WORKS**

- 5.1 Not to Implement the Development until it has submitted the Section 38/278 Highway Works Specification to the Director of Planning and Growth and the Highway Development Manager.
- 5.2 Not to commence the Section 38/278 Highway Works until entering into the Section 38/278 Agreement with the Council (and the Council hereby covenants to also enter into the Section 38/278 Highway Agreement with the Developer) and/or TfL (as the case may be) for the purpose of authorising the Section 38/278 Highway Works and securing them to the value of the Section 38/278 Highway Works Bond.
- 5.3 Not to Occupy the Development or any part of it until the Section 38/278 Highway Works approved pursuant to the Section 38/278 Highway Works Specification have been completed in accordance with the Section 38/S278 Agreement and a certificate of substantial completion has been issued pursuant to the Section 38/S278 Agreement.

## **6 CYCLE HIRE**

- 6.1 Not to Occupy the Development until the Cycle Hire Scheme has been submitted to the Council and approved in writing.

6.2 To comply with the Cycle Hire Scheme approved pursuant to paragraph 6.1 above.

**7. TRAVEL PLAN**

7.1 Prior to first Occupation of the Development the Developer shall appoint a Travel Plan Co-ordinator and shall ensure that the Travel Plan Co-ordinator is employed for a minimum period extending from the appointment date until six years after first Occupation of the Development and in the event that the Travel Plan Co-ordinator's employment is terminated or otherwise ceases the Developer shall ensure that a replacement Travel Plan Co-ordinator is appointed as soon as reasonably practicable and thereafter is employed for so long as shall be necessary until the expiry of six years from first Occupation of the Development.

7.2 The Developer covenants not to Occupy (or permit any person to Occupy) the Development unless and until such time as the Travel Plan has been approved in writing by the Council.

7.3 The Developer covenants to implement, monitor and review the Travel Plan including undertaking the following:-

7.3.1 prior to or on Occupation to provide written details of the Travel Plan to new occupiers of the Development;

7.3.2 use reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;

7.3.3 monitor and review the workings of the Travel Plan at yearly intervals commencing with the anniversary of its approval for a period of five years and to submit details of the review to the Council showing how the Travel Plan has operated and how effective it has been in achieving its objectives; and

7.3.4 following each review to update and/or review the Travel Plan to reflect the outcomes of the relevant review with the approval of the Council.

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

**8. HEALTH HUB TRANSPORT OPERATIONS PLAN**

8.1 This paragraph 8 shall apply in the event a Health Hub is delivered in accordance with paragraph 1.8 of Schedule 1.

8.2 Not to Occupy the Health Hub until the Health Hub Transport Operations Plan has been submitted to the Council and approved in writing.

- 8.3 To comply with the Health Hub Transport Operations Plan approved pursuant to paragraph 8.2 above for as long as the Health Hub is operational.

## **SCHEDULE 3**

### **Employment**

The Developer covenants with the Council:-

#### **1. Construction Employment, Training and, Apprenticeships**

1.1 Not to Implement the Development until the Developer has submitted the Construction Employment Contact Methodology to the Council and the Council has approved the methodology.

1.2 The Construction Employment Contact Methodology shall include but not be limited to:

1.2.1 the method by which a Construction Employment Contact shall be appointed and;

1.2.2 the responsibilities of the Construction Employment Contact which shall include the following:

- (a) identifying Sustainable Employment Opportunities to lead to Sustained Construction Employment;
- (b) encouraging applications from Unemployed Borough Residents by liaising with Jobcentre Plus services within the Borough, employment service providers including Southwark Works, the voluntary and community sector, training providers including SCSC, and careers service providers including the Southwark Education Business Alliance;
- (c) commissioning Short Courses where necessary and identifying financial resources for the delivery of appropriate construction industry training and skills certification;
- (d) providing training to selected Unemployed Borough Residents in pre-employment skills, basic construction skills and site safety;
- (e) supporting Unemployed Borough Residents and their future employers through the transition into Sustained Construction Employment; and
- (f) recruiting Borough residents into Apprenticeships;
- (g) where relevant, details of how similar or equivalent principles to those set out in the Site Wide Employment and Training Scheme are adopted for Plot H1;

- 1.3 To appoint and retain a Construction Employment Contact throughout the Construction Employment Contact Period.
- 1.4 During the Construction Employment Contact Period to:
  - 1.4.1 place a minimum of 128 Unemployed Borough Residents into Sustained Construction Employment;
  - 1.4.2 train a minimum of 128 Borough residents using Short Courses;
  - 1.4.3 provide a minimum of 32 new Apprenticeships or NVQ Starts;
  - 1.4.4 ensure that their contractors and sub-contractors shall work with the Construction Employment Contact and with local employment and skills agencies approved by the Council to recruit Borough residents into Apprenticeships; and
  - 1.4.5 produce the Construction Employment and Training Report.
- 1.5. Following the submission to the Council of the final Construction Employment and Training Report prior to Completion of the Development or such phase(s) of the Development as may be agreed in writing with the Council, the Council shall assess if the targets outlined in paragraph 1.4 above have been achieved.
- 1.6 In the event that the targets in paragraph 1.4 above have not been achieved to the satisfaction of the Council, the Council shall notify the Developer in writing of the calculation of the Construction Employment and Training Shortfall Contribution which shall be calculated using the following formula;
  - 1.6.1 Shortfall against number of Unemployed Borough Residents in Sustained Construction Employment x £4,300; and
  - 1.6.2 Shortfall against number of Borough residents trained in Short Courses x £150; and
  - 1.6.3 Shortfall against number of Apprenticeships or NVQ Starts x £1,500
- 1.7 The Developer shall pay the Construction Employment and Training Shortfall Contribution to the Council within 30 days of the notice referred to in paragraph 1.6 above.

## **2. Local Procurement**

- 2.1 To work with the Council's local economy team or a nominee of the Council in the Borough as far as practicable and in compliance with all applicable laws to achieve the procurement of construction contracts and goods and services from organisations based in the Borough.
- 2.2 To use Reasonable Endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to Plot H1.
- 2.3 To comply with the following or to use Reasonable Endeavours to procure that any contractors and/or sub-contractors (as relevant) comply with the following:
  - 2.3.1 to consider applications to tender received from Local Businesses for the provision of goods and services for the running of the Site, pre, during and post construction, and to liaise with the Council through the Construction Employment Contact to increase opportunities for local firms and people;
  - 2.3.2 to include a written statement in its contracts with any contractors and/or sub-contractors (as relevant) encouraging them to liaise with the Council's local economy team or such team as shall be assigned the work of the local economy team from time to time to discuss, agree and implement the arrangements as set out in this paragraph 2.3 and to comply with any appropriate arrangements in any relevant economic strategy adopted by the Council;
  - 2.3.3 to brief contractors and/or sub-contractors (as relevant) on the requirements of this paragraph 2.3 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;
  - 2.3.4 to advertise sub-contracting and tendering opportunities to SME's (whose registered or trading address is in the Borough) through local business networks/associations, the local press and meet the buyer events;
  - 2.3.5 to resource and deliver, in consultation with the Council or a nominee of the Council, at least one seminar on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

### **3 End Use Employment**

- 3.1 No later than six months prior to first Occupation of the Development the Developer shall either:
- 3.1.1 submit an End Use Employment Plan to the Council for approval; or
  - 3.1.2 notify the Council of the number of Full Time Equivalent business jobs and Full Time Equivalent retail jobs to be included in the Development and the value of the End Use Employment Default Contribution calculated in accordance with the formula at paragraph 3.7 below.
- 3.2 Where the Developer has notified the Council pursuant to paragraph 3.1.2 above the Developer shall pay to the Council the End Use Employment Default Contribution within 30 Working Days of the Council's approval of such notice and the remainder of this paragraph 3 of Schedule 3 shall cease to apply.
- 3.3 Where an End Use Employment Plan is submitted under paragraph 3.1.1 above it shall:
- 3.3.1 Identify the provision of 10% Full Time Equivalent business jobs and 20% Full Time Equivalent retail jobs (which can include jobs provided within any Affordable Workspace) being suitable Sustainable Employment Opportunities for Unemployed Borough Residents in the End Use Employment Period in the Development;
  - 3.3.2 Identify the detailed mechanism through which the Sustainable Employment Opportunities will be filled, including, but not limited to, the name of the lead organisation, details of its qualifications and experience in providing employment support and job brokerage for unemployed people, and the name of the point of contact who shall co-ordinate implementation of the End Use Employment Plan and liaise with the Council;
  - 3.3.3 Define key milestones to be achieved for filling the Sustainable Employment Opportunities;
  - 3.3.4 Identify skills and training gaps required to gain Sustained Employment in the End Use of the Development, including the need for pre-employment training; and
  - 3.3.5 Encourage applications from suitable Unemployed Borough Residents by liaising with the local Jobcentre Plus, employment service providers including Southwark Works, voluntary and community sector, training providers and careers service providers, including the Southwark Education Business Alliance.
- 3.4 The Developer shall not Occupy the Development until the End Use Employment Plan has been approved by the Council.

- 3.5 The Developer shall submit the End Use Employment Plan Report during the End Use Employment Period.
- 3.6 Following the submission of the final End Use Employment Plan Report at the end of the End Use Employment Period, the Council shall assess if the targets included in the End Use Employment Plan have been achieved.
- 3.7 In the event that the targets in the End Use Employment Plan have not been achieved the Council shall notify the Developer in writing of the End Use Employment Contribution which shall be calculated using the following formula:-
- Shortfall against number of Unemployed Borough Residents in Sustained Employment x £4,300.
- 3.8 The Developer shall pay the End Use Employment Contribution to the Council within 30 days of receipt of the notice referred to in paragraph 3.7 above.



## **SCHEDULE 4**

### **Energy efficiency of the development**

The Developer covenants with the Council:-

#### **1. Energy Statement Update**

- 1.1 That if it elects to submit an Energy Statement Update the Energy Statement Update and respective update to the Carbon Targets (using the template Table 2 at Appendix 7) must be submitted to the Council for approval at least 3 months prior to Implementation of the Development.
- 1.2 Where an Energy Statement Update and update to the Carbon Targets (using Table 2 at Appendix 7) is submitted pursuant to paragraph 1.1 above the Council shall within 40 Working Days of receiving such Energy Statement Update confirm to the Developer approval of the Energy Statement Update and updated Carbon Targets or provide in writing the reasons why it does not consider the Energy Statement Update and/or update to the Carbon Targets can be approved.
- 1.3 To deliver the Development in accordance with the Energy Statement and/or (as applicable) any Energy Statement Update approved pursuant to paragraph 1.2 above.
- 1.4 Unless otherwise agreed by the Council, to retain and maintain the energy efficiency measures delivered as part of the Development pursuant to the Energy Statement and/or (as applicable) any Energy Statement Update approved pursuant to paragraph 1.2 above for the duration that the Development remains Occupied.

#### **2. Carbon Offset Contribution**

- 2.1 To pay 50% of the Carbon Offset Contribution to the Council on or before Implementation.
- 2.2 Subject to paragraph 3.2.1 below, to pay the remaining balance of the Carbon Offset Contribution in accordance with paragraph 3.2.2 below.

#### **3. Pre-Occupation Energy Review**

- 3.1 Prior to Occupation the Developer shall submit to the Council for approval the Pre-Occupation Energy Review together with an update to Carbon Targets (if applicable) in accordance with the template at Table 3 of Appendix 7 which:
  - 3.1.1 shall include the amount of the remaining balance of the Carbon Offset Contribution based on the Development's shortfall against the Carbon Targets at Pre-Occupation stage; and

- 3.1.2 may include proposals to achieve the Carbon Targets either within the Development or the Original Development to mitigate any shortfall against the Carbon Targets as an alternative to the Carbon Offset Contribution provided always that any proposals for the Original Development must be in addition to the agreed renewable energy target and agreed carbon targets required as part of the Original S.106 Agreement.
- 3.2 Following approval of the Pre-Occupation Energy Review and any revised Carbon Targets (as applicable) the Developer shall:
- 3.2.1 where the Council approves any proposals submitted pursuant to paragraph 3.1.2, implement such proposals within 12 months of the date the Pre-Occupation Energy Review is approved or such other timescale as may be agreed with the Council pursuant to the Pre-Occupation Energy Review; and/or
- 3.2.2 where no alternative proposals are submitted pursuant to paragraph 3.1.2 or such proposals are not approved by the Council or where the proposals approved pursuant to paragraph 3.1.2 do not fully mitigate any shortfall against the Carbon Targets, pay the remaining balance of the Carbon Off-setting Contribution as determined by the Pre-Occupation Energy Review within 30 days of approval of the Pre-Occupation Energy Review.
- 3.3 To display a Display Energy Certificate (to be renewed and updated annually) in a position clearly visible from the street and to submit details of the energy efficiency of the Development using the GLA's online carbon portal annually for a period of 5 years from first Occupation of the Development.

#### **4. District Heat Network**

- 4.1. To connect the Development to the District Heating Network prior to Occupation of the Development.
- 4.2 Not to Occupy the Development until the Development has been connected to the District Heating Network.

#### **5. Be Seen Monitoring**

- 5.1 Within 8 weeks of the grant of the Planning Permission the Developer shall submit to the GLA the estimates of the "Be Seen" energy performance indicators set out in the "(BE SEEN) monitor, verify and report on energy performance" section of the Energy Statement. This shall be submitted to the GLA in accordance with the "Be Seen" Energy Monitoring Guidance using the "Be Seen" Monitoring Webform and sent to the Council.

- 5.2 Not to Occupy the Development until updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the Development, as per the methodology outlined in the 'as-built stage' chapter / section of the Be Seen Energy Monitoring Guidance, have been submitted to the GLA. All data and supporting evidence shall be submitted using the 'Be Seen' as-built stage GLA Reporting Webform and copied to the Council. The Developer shall 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 Be Seen Energy Monitoring Guidance.
- 5.3 Upon the first anniversary of first Occupation of the Development and at least for the following four years after that date, the Developer shall 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 Be Seen Energy Monitoring Guidance, to the GLA. All data and supporting evidence shall be submitted using the 'in-use stage' GLA Reporting Webform and copied to the Council. This obligation shall be satisfied after the Developer has reported on all relevant indicators included in the 'in-use stage' chapter of the Be Seen Energy Monitoring Guidance for at least five years.
- 5.4 In the event that the 'in-use stage' evidence submitted under paragraph 5.3 shows that the 'as-built stage' performance estimates derived from paragraph 5.2 have not been or are not being met, the Developer shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'in-use stage' GLA Reporting Webform. An action plan comprising measures identified in paragraph 5.3 which would be reasonably practicable to implement and a proposed timescale for implementation shall be submitted to the GLA (copied to the Council) and approved in writing by the GLA. The action plan and measures approved by the GLA shall be implemented by the Developer as soon as reasonably practicable.

## **SCHEDULE 5**

### **Construction Environmental Management Plan and Delivery and Service Plan**

The Developer covenants with the Council:

**1. Construction Environmental Management Plan**

- 1.1 Not to Implement the Development until the Construction Environmental Management Plan has been submitted to and approved by the Council.
- 1.2 To comply with and require its contractor and sub-contractors (and insofar as relevant their suppliers and haulers) to comply with the Construction Environmental Management Plan when undertaking works for construction forming part of the Development and shall use reasonable endeavours to prevent the carrying out of any works on Plot H1 as part of the Development otherwise than in accordance with the terms of the Construction Environmental Management Plan PROVIDED ALWAYS that the Developer may from time to time agree with the Council amendments to the Construction Environmental Management Plan.

**2. Delivery and Service Plan and Delivery and Service Monitoring Plan**

- 2.1 To submit the Delivery and Service Plan to the Council for approval prior to Occupation.
- 2.2 To comply with the approved Delivery and Service Plan (which may be updated from time to time with the Council's agreement in writing) for the duration that the Development or any part of it remains Occupied (unless otherwise agreed in writing with the Council).
- 2.3 Not to Occupy the Development until the Delivery and Service Monitoring Plan has been submitted to the Council and approved in writing.
- 2.4 To comply with the Delivery and Service Monitoring Plan approved pursuant to paragraph 2.3 above for the duration of the Delivery and Service Monitoring Period.
- 2.5 Not to Occupy the Development or any part of it until the Delivery and Service Cash Deposit and the Delivery and Service Monitoring Fee has been paid to the Council in full.
- 2.6 The Council shall be entitled to retain the Delivery and Service Cash Deposit in full in the event:-
  - 2.6.1 the Developer fails to submit any of the monitoring reports required to be submitted to the Council in accordance with the terms agreed as part of the Delivery and Service Monitoring Plan approved by the Council pursuant to paragraph 2.3 above; or

- 2.6.2 after an initial warning, the number of Delivery and Service Vehicles visiting Plot H1 continue to exceed the Delivery and Service Baseline Figure.
- 2.7 In respect of paragraph 2.6.2 above, the Council shall be entitled to rely on either data obtained as part of the monitoring reports provided by the Developer or as part of its own monitoring and in the event of a dispute this shall be referred for determination under Clause 21 of the Agreement.
- 2.8 Save where the Delivery and Service Cash Deposit has been retained by the Council pursuant to paragraph 2.5 above, the Council shall return the Delivery and Service Cash Deposit (Index Linked from the date of payment to the Council pursuant to paragraph 2.5 above) to the Developer within 30 Working Days of expiry of the Delivery and Service Monitoring Period.

## **SCHEDULE 6**

### **ACTIVE LOBBY MANAGEMENT PLAN**

The Developer covenants with the Council:

#### **1. ACTIVE LOBBY MANAGEMENT PLAN**

- 1.1 To submit an Active Lobby Management Plan to the Council for approval at least 6 months prior to Occupation of the Development.
- 1.2 Where an Active Lobby Management Plan is submitted pursuant to paragraph 1.1 above the Council shall confirm to the Developer its approval of the Active Lobby Management Plan or give the reasons why it does not consider the Active Lobby Management Plan can be approved in writing within 40 Working Days of receiving such Active Lobby Management Plan.
- 1.3 Not to Occupy the Development until the Active Lobby Management Plan has been approved by the Council.
- 1.4 The Active Lobby Management Plan shall include:
  - 1.4.1 a plan showing the Publicly Accessible Active Lobby;
  - 1.4.2 the opening hours for the Publicly Accessible Active Lobby;
  - 1.4.3 details of the uses and facilities within the Publicly Accessible Active Lobby which shall include:
    - (a) free wi-fi;
    - (b) provision of free-to-use toilets including an accessible facility;
    - (c) phone charging points; and
    - (d) seating; and
  - 1.3.4 details of the management and maintenance of the Publicly Accessible Active Lobby.
- 1.4 The Developer shall implement and comply with the approved Active Lobby Management Plan unless otherwise agreed with the Council and subject to such amendments as may be agreed in writing between the Developer and the Council from time to time.

## **2. PUBLIC ACCESS**

2.1 From the date of first Occupation of the Development to permit the general public to have access to the Publicly Accessible Active Lobby 7 days a week within the agreed opening hours at all times free of charge **SUBJECT TO:-**

2.1.1 Permitted Closures.

2.1.2 any lawful requirements of the police, security or emergency services or any other competent authority.

2.1.3 The Director of Planning and Growth requesting the closure of the Publicly Accessible Active Lobby to the public so as to avoid or prevent injury or damage to the general public and in such circumstances the Developer shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the Publicly Accessible Active Lobby to the public for so long as may be required by the Director of Planning and Growth.

2.2 In the event of closure of any part(s) of the Publicly Accessible Active Lobby by reason of emergency or danger or risk of injury or damage to the general public (whether at the Council's behest or not), the Developer shall promptly take all steps as are reasonably necessary which it may reasonably and practicably take to remove or overcome the emergency, danger or risk of injury or damage to the general public, failing which the Council may enter Plot H1 and undertake the said steps and recover the reasonable costs of doing so from the Developer but only after having first provided the Developer with an opportunity to carry out the said steps.

## **SCHEDULE 7**

### **ARCHITECT RETENTION**

The Developer covenants with the Council:

#### **1. RETENTION OF ARCHITECT**

- 1.1 To retain the Project Architect throughout the whole of the construction of the Development and until Completion.
- 1.2 To ensure that the role of the Project Architect and any other architect is undertaken in a collaborative spirit and that the design of the Development is consistent with the original design intent of the Application; and
- 1.3 Not to submit any details of the design of the Development that are required to be submitted pursuant to conditions 23, 24, 25, 26, 27 and 28 of the Planning Permission unless such details are accompanied by a letter from the Project Architect to confirm consistency with the original design intent of the Application.



## SCHEDULE 8

### FINANCIAL OBLIGATIONS

The Developer covenants with the Council:-

1. Prior to Implementation, Topping Out or Occupation (as the case may be) of Plot H1 the Developer covenants to pay to the Council the corresponding Site and Development Contribution Index Linked (using the relevant Index identified in the table) upon occurrence of the relevant trigger event as detailed below in tabular form:

Contribution	Payment	Payment Trigger Event	Index
Administration Cost	£68,632.38	Implementation	RPI
Bus Services Contribution	£270,000 payable in 3 equal instalments	Instalment 1 of £90,000 payable on Implementation  Instalment 2 of £90,000 payable on Topping Out  Instalment 3 of £90,000 on Occupation	BCIS
Cycle Hire Docking Station Contribution	£120,000	Implementation	BCIS
Delivery and Service Cash Deposit,	£30,245	Implementation	RPI
Delivery and Service Monitoring Fee	£1,600	Implementation	RPI
Elephant & Castle Strategic Transport Contribution	£1,721,384 payable in 2 equal instalments	Instalment 1 of £860,692 payable on Implementation  Instalment 2 of £860,692 on Occupation	BCIS
Legible London Contribution	£12,000	Implementation	BCIS
Walworth Road Bus Contribution	£20,000	Implementation	BCIS

## **SCHEDULE 9**

### **COUNCIL'S OBLIGATIONS**

#### **1. Council's Obligations**

- 1.1 The Council covenants with the Developer to comply with its obligations set out in:
- 1.1.1 Paragraphs 1.4 (appointment of Assessor), 1.5 (inform Developer if further evidence or information required), 1.6 (approval of Health Hub Notice), 2.5 (approval of Affordable Workspace Marketing Strategy), 2.8 (approval of Affordable Workspace Notice) and 2.11 (agree amendments to Affordable Workspace Notice) of Schedule 1;
  - 1.1.2 Paragraphs 1.1 (approval of Public Realm Specification), 1.3 (issue of Provisional Certificate), 2.1.2 (issue of Final Certificate), 5.2 (enter into Section 38/278 Highways Agreement), 6.1 (approval of Cycle Hire Scheme) and 8.2 (approval of Health Hub Transport Operations Plan) of Schedule 2;
  - 1.1.3 Paragraphs 1.1 (approval of Construction Employment Contact Methodology), 1.5 (assessment of targets in paragraph 1.4), 1.6 (if applicable) (notice of Construction Employment and Training Shortfall Contribution), 3.2 or 3.7 (as applicable) (approval of End Use Employment Default Contribution), 3.4 (if applicable) (approval of End Use Employment Plan), 3.5 (if applicable) (approval of End use Employment Plan Report) and 3.6 (assessment of targets in End Use Employment Plan) of Schedule 3;
  - 1.1.4 Paragraphs 1.2 (if applicable) (approval of Energy Statement Update) and 3.2.1 (respond to Pre-Occupation Energy Review) of Schedule 4;
  - 1.1.5 Paragraphs 1.1 (approval of Construction Environmental Management Plan), 2.2 (approval of Delivery and Service Plan), 2.3 (approval of Delivery and Service Monitoring Plan) and 2.8 (if applicable) (return of Delivery and Service Cash Deposit) of Schedule 5.
- 1.2 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a Council revenue account and the Parties agree that this shall be without prejudice to the Council's right to apply the Site and Development Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other provided that the Site and Development Contributions are used in accordance with paragraph 1.3 below.
- 1.3 The Council agrees to use the Site and Development Contributions for the purposes for which they are paid in accordance with this Agreement.

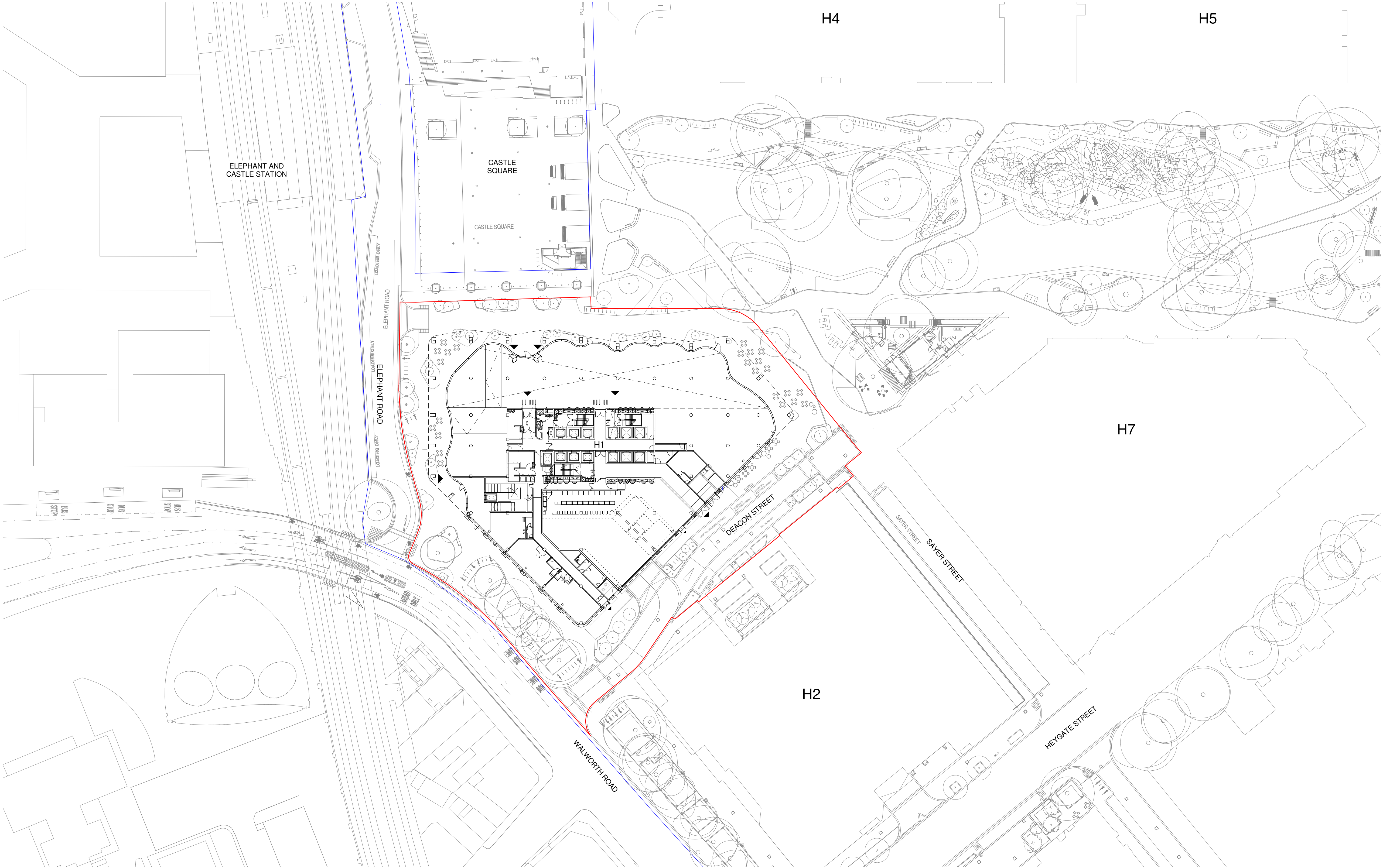
- 1.4 The Council covenants with the Developer upon payment of each of the Bus Services Contribution; the Cycle Hire Docking Station Contribution and the Legible London Contribution to pay such contribution on to TfL as appropriate to use towards the purposes for which they are paid in accordance with this Agreement.
- 1.5 In the event that the Council cannot demonstrate that it has spent, entered into a commitment to spend or allocated for expenditure the Site and Development Contributions or part thereof ten (10) years from the date on which the relevant Site and Development Contribution was received by the Council, then upon receipt of a written request from the Developer, the Council will repay the relevant amount of any such unspent, uncommitted or unallocated Site and Development Contribution or part thereof to the Developer together with any interest accrued.

## **APPENDIX 1**

### **PLANS**

<b>Plan 1: Plot H1 Plan</b>
<b>Plan 2: Active Lobby Plan</b>
<b>Plan 3: Park Delivery Area Plan</b>
<b>Plan 4: Pedestrian and Cycle Routes Plan</b>
<b>Plan 5: Public Realm Plan</b>
<b>Plan 6: Section 38&amp;278 Highway Works Plan</b>





NOTES:

- 1. All levels relate to AOD.
- 2. For public realm design refer to landscape architect's report.
- 3. For external levels refer to landscape architect's report.
- 4. Core arrangement and façade build-up are subject to further design development and are shown here for illustrative purposes only.

LEGEND:

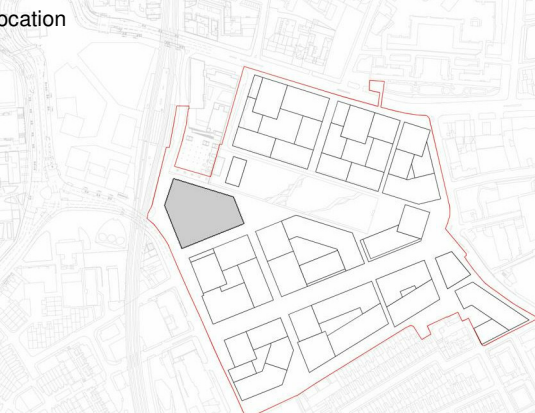
- Elephant Park Masterplan Boundary
- H1 Planning Application Site boundary


P102	13.12.2021	REVISED PLANNING AMENDMENT	KY	PS
P101	12.11.2021	PLANNING AMENDMENT	GS	PS
P100	MAY 2021	FOR PLANNING	DOC	PS
rev.	date	issue	drawn	checked
revision				

note

Dimensions govern. Do not scale drawings.  
All dimensions are in millimeters unless noted otherwise.  
All dimensions shall be verified on site before proceeding.  
All discrepancies to be notified in writing to ACME.  
This drawing is to be read in conjunction with all relevant architectural and engineers information.  
All rights reserved. © ACME SPACE Ltd.  
Area measurements must not be taken to represent contractual documentation.

This drawing may contain data under lease from Ordnance Survey. Unauthorised reproduction infringes crown copyright.

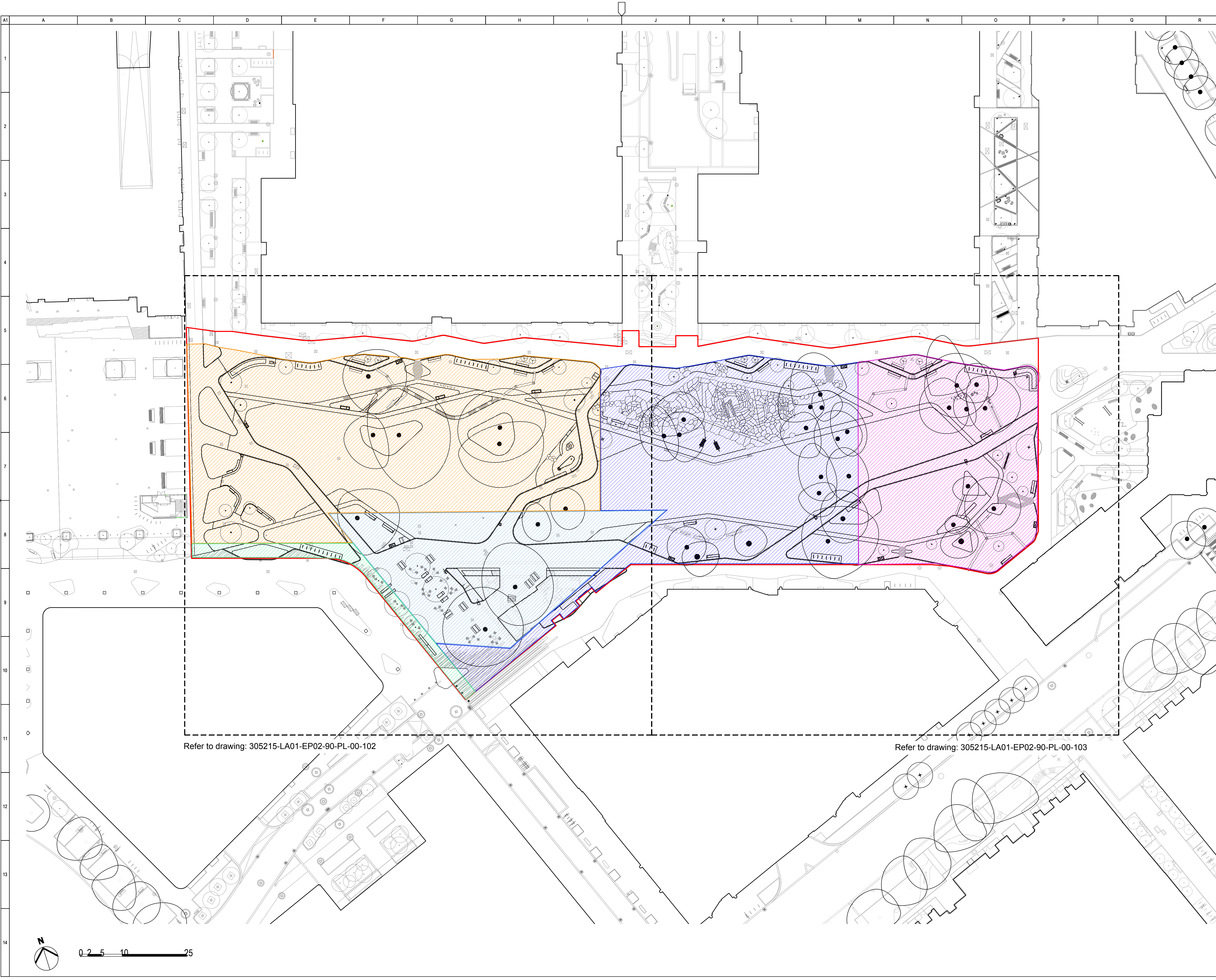


designer	<b>acme</b> 76 Tabernacle Street, London EC2A 4EA, UK Tel +44 (0)20 7251 5122 M: mail@acme.ac W: www.acme.ac			
client	 20 Triton Street, Regent's Place, London NW1 3BF, UK			
project	ELEPHANT H1			
number	168			
drawing	Proposed Siteplan GF			
scale	1 : 500 @ A1 (1:400@A3)			
status	FOR PLANNING			
date	MAY 2021			
drawn by	DOC	checked	PS	
drawing no				rev no









- Notes
1. Do not scale from this drawing, other than for Planning purposes.
  2. All dimensions to be checked on site by the contractor and any discrepancies reported to the contract manager.
  3. This document may be issued in an uncontrolled CAD format to enable others to use it as background information to make alterations and/or additions. In that instance the file will be accompanied by a PDF version. It is for those making such alterations and additions to ensure that they make use of current background information.
  4. Gillespies LLP accepts no liability for any such alterations or additions to the background information or arising out of changes to background information which occur prior to alterations of additions being made.
  - 5.0 Drawings to be read in conjunction with Gillespies specification 305215-LA01-EP02-90-SP-00-501
  - 5.1 Refer to Buro Happold specification 305215-IF00-EP02-SP-00-00-20
  - 5.2 Paving details - Refer to Buro Happold drawing 305215-IF00-EP02-97-DT-00-231 for joint layout + details.
  - 5.3 Drainage details and levels including manholes - Refer to Buro Happold drawings: 305215-IF00-EP02-95-PL-00-321, 322, 323 & Details: 305215-IF00-EP02-95-DT-00-341, 342, 343, 362
  - 5.4 Kerb details - Refer to Buro Happold drawing 305215-IF00-EP02-97-DT-00-232
  - 5.5 Foundation details - Refer to Buro Happold drawing 305215-IF00-EP02-10-DT-00-851
  - 5.6 Refer to Buro Happold specification 305215-IF00-EP02-SP-00-00-20 for pavement build ups & foundation.
  - 6.0 Refer to Speirs + Major's Lighting specification 305215-SP00-EP02-98-SP-00-201
  - 6.1 Lighting details - Refer to Speirs + Major drawings: 305215-SP00-EP02-98-PL-00-001 and 002 (General arrangement plans) 305215-SP00-EP02-98-DT-00-011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023
  - 6.2 Refer to Michael Grubb Studio's Lighting drawing: 305215-SP01-RE03-98-PL-00-001 (General arrangement plan)
  - 7.0 Signage details and locations - Refer to CityID drawings and specification.
  - 8.0 Refer to 305215-LA01-EP02-90-PL-00-114 for phasing and extent of landscape works.
  - 9.0 Hatches are illustrative. For paving directions refer to paving setting-out drawings.

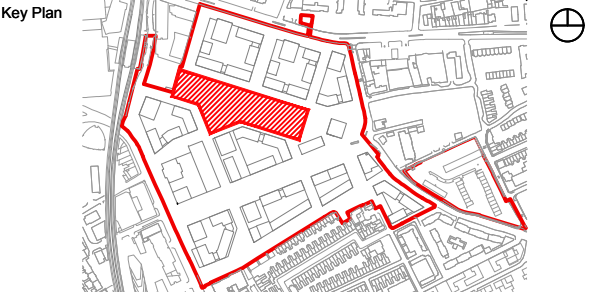
#### Legend

##### GENERAL

- Park RMA Boundary
- Park Phase 1
- Park Phase 2
- Pavilion RMA (Phase 2A)
- Park Phase 3
- Park Phase 4

C05	Construction Update	GG	RC	22/06/20
C04	Construction Update	GG	RC	04/06/20
C03	Construction Update	GG	RC	28/03/20
C02	Construction Update	GG	RC	13/03/20
C01	Construction Update	GG	RC	31/01/20
C00	For Construction	GG	RC	15/01/20
T00	For Tender	BY	RC	15/11/19

REV	DESCRIPTION	BY	CHK	DATE
-----	-------------	----	-----	------



Author

**GILLESPIES**

Project Title

**ELEPHANT PARK  
The Park**

Drawing Title

**Park Boundary and Context Plan**

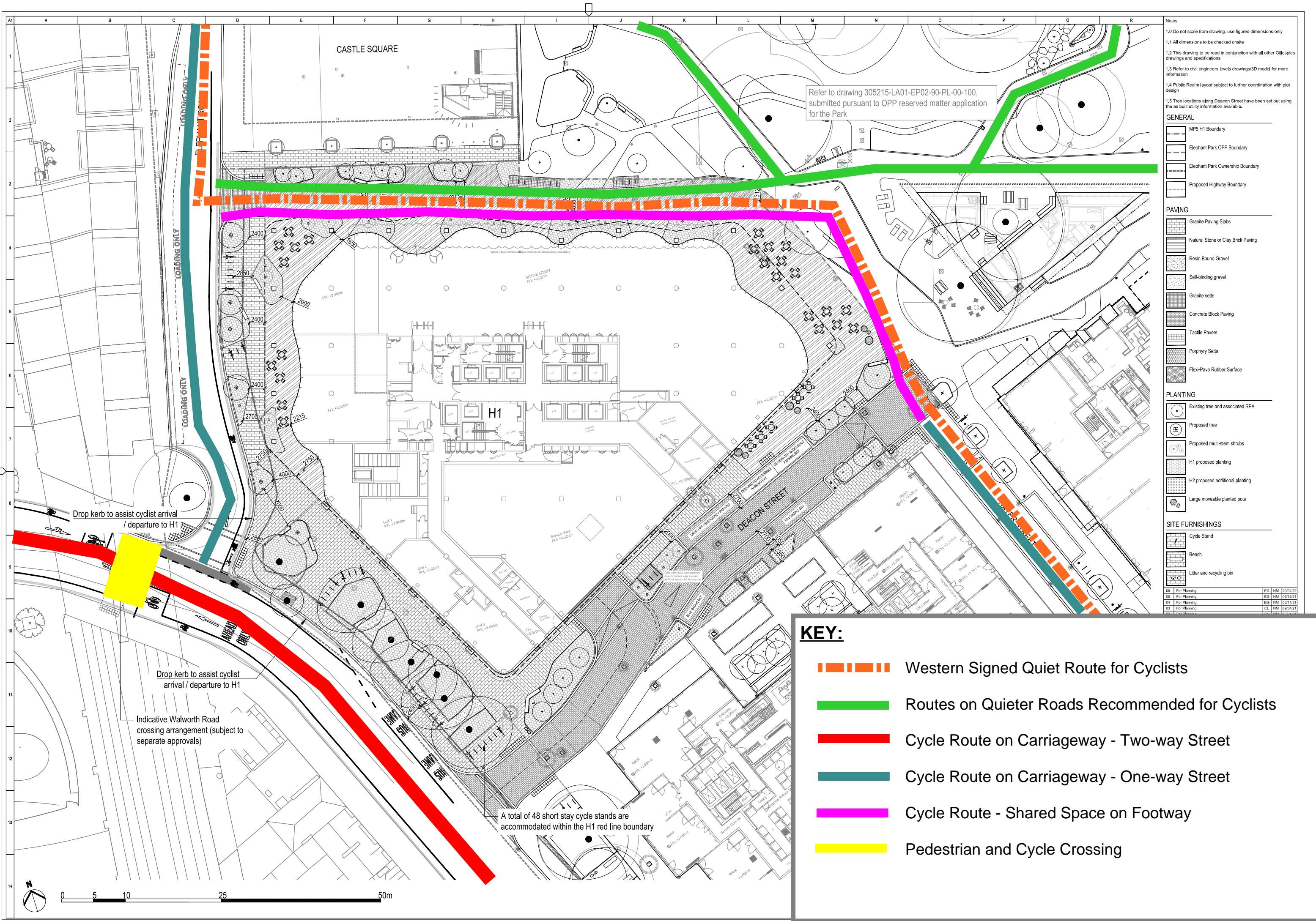
Purpose of Issue

**For Construction**

Project Number	Scale
<b>305215</b>	<b>1:400 @ A1</b>

Drawing No	Revision
305215-LA01-EP02-90-PL-00-101	<b>C05</b>





Notes

1.0 Do not scale from drawing, use figured dimensions only

1.1 All dimensions to be checked onsite


1.2 This drawing to be read in conjunction with all other Gillespies drawings and specifications

1.3 Refer to civil engineers levels drawings/3D model for more information


1.4 Public Realm layout subject to further coordination with plot design

1.5 Tree locations along Deacon Street have been set out using the as built utility information available,


GENERAL




MP5 H1 Boundary



Elephant Park OPP Boundary




Elephant Park Ownership Boundary




Proposed Highway Boundary


PAVING




Granite Paving Slabs




Natural Stone or Clay Brick Paving




Resin Bound Gravel




Self-binding gravel




Granite setts




Concrete Block Paving



Tactile Pavers




Porphyry Setts




Flexi-Pave Rubber Surface


PLANTING




Existing tree and associated RPA




Proposed tree




Proposed multi-stem shrubs



H1 proposed planting




H2 proposed additional planting




Large moveable planted pots


SITE FURNISHINGS



Cycle Stand



Bench



Litter and recycling bin

06For PlanningEGNM2001/22

05For PlanningEGNM09/12/21

04For PlanningEGNM03/11/21

03For PlanningCLNM09/04/21

KEY:

Western Signed Quiet Route for Cyclists

Routes on Quieter Roads Recommended for Cyclists

Cycle Route on Carriageway - Two-way Street

Cycle Route on Carriageway - One-way Street

Cycle Route - Shared Space on Footway

Pedestrian and Cycle Crossing





Refer to drawing 305215-LA01-EP02-90-PL-00-100,  
submitted pursuant to OPP reserved matter application  
for the Park

- Notes
- 1.0 Do not scale from drawing, use figured dimensions only
  - 1.1 All dimensions to be checked onsite
  - 1.2 This drawing to be read in conjunction with all other Gillespies drawings and specifications
  - 1.3 Refer to civil engineers levels drawings/3D model for more information
  - 1.4 Public Realm layout subject to further coordination with plot design
  - 1.5 Tree locations along Deacon Street have been set out using the as built utility information available.

- GENERAL
- MP5 H1 Boundary
  - Elephant Park OPP Boundary
  - Elephant Park Ownership Boundary
  - Proposed Highway Boundary

- PAVING
- Granite Paving Slabs
  - Natural Stone or Clay Brick Paving
  - Resin Bound Gravel
  - Self-binding gravel
  - Granite setts
  - Concrete Block Paving
  - Tactile Pavers
  - Porphyry Setts
  - Flexi-Pave Rubber Surface

- PLANTING
- Existing tree and associated RPA
  - Proposed tree
  - Proposed multi-stem shrubs
  - H1 proposed planting
  - H2 proposed additional planting
  - Large moveable planted pots

- SITE FURNISHINGS
- Cycle Stand
  - Bench
  - Litter and recycling bin

06	For Planning	EG	NM	2001022
05	For Planning	EG	NM	0911221
04	For Planning	EG	NM	0311221
03	For Planning	CL	NM	0910421
02	For Planning	CL	NM	060421
01	For Planning	CL	NM	290321
00	For Planning	CL	NM	290221
REV DESCRIPTION				BY CHK DATE



Author

**GILLESPIES**

Project Title

**ELEPHANT PARK  
MP5**

Drawing Title

**H1 Public Realm  
General Arrangement Plan**

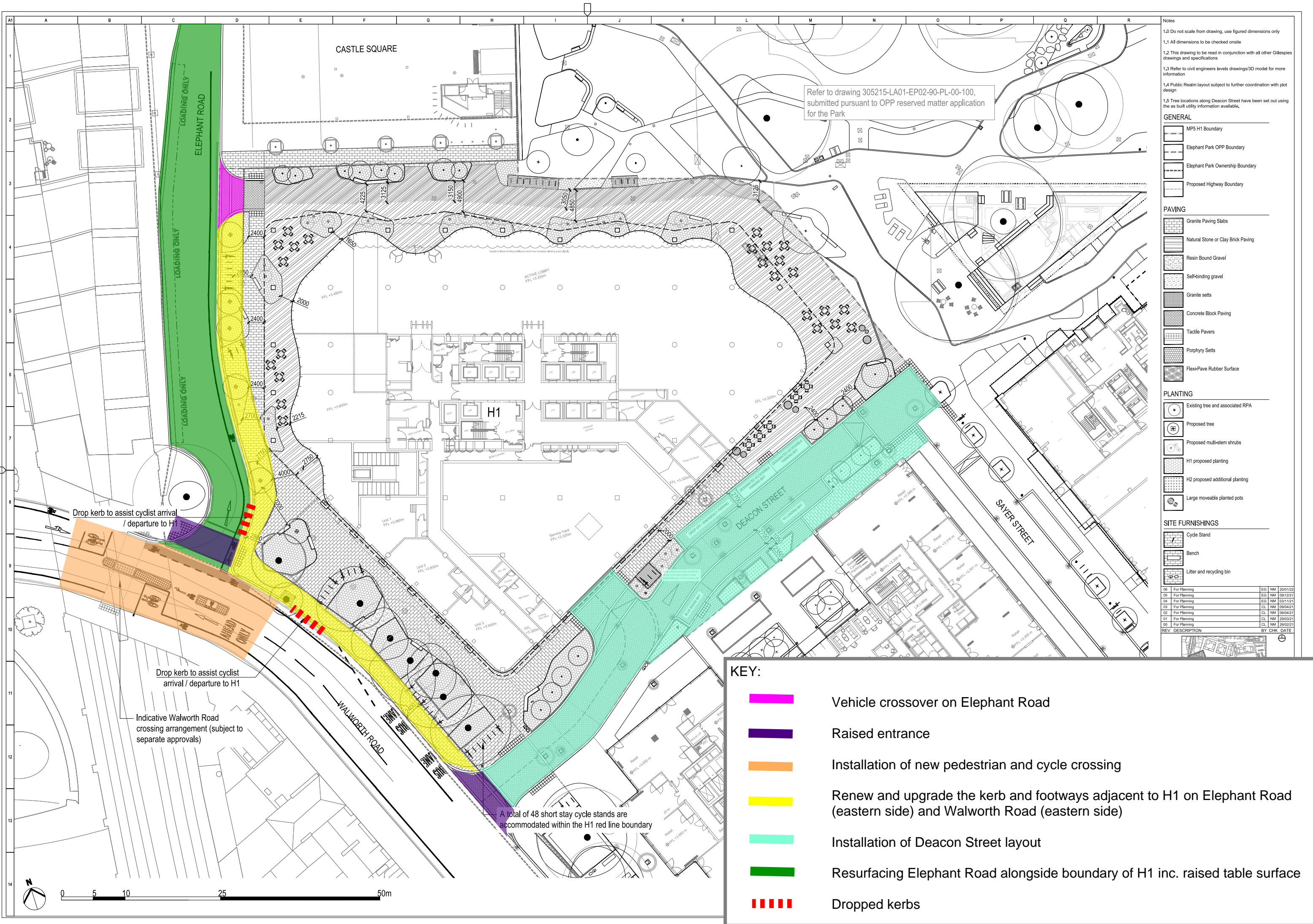
Purpose of Issue

**For Planning**

Project Number	Scale
<b>251797</b>	<b>1:250 @ A1</b>

Drawing No	Revision
251797-LA01-REH1-90-PL-00-100	<b>06</b>





Refer to drawing 305215-LA01-EP02-90-PL-00-100, submitted pursuant to OPP reserved matter application for the Park

- Notes
- 1.0 Do not scale from drawing, use figured dimensions only
  - 1.1 All dimensions to be checked onsite
  - 1.2 This drawing to be read in conjunction with all other Gillespie drawings and specifications
  - 1.3 Refer to civil engineers levels drawings/3D model for more information
  - 1.4 Public Realm layout subject to further coordination with plot design
  - 1.5 Tree locations along Deacon Street have been set out using the as built utility information available.

- GENERAL
- MPS H1 Boundary
  - Elephant Park OPP Boundary
  - Elephant Park Ownership Boundary
  - Proposed Highway Boundary

- PAVING
- Granite Paving Slabs
  - Natural Stone or Clay Brick Paving
  - Resin Bound Gravel
  - Self-binding gravel
  - Granite setts
  - Concrete Block Paving
  - Tactile Pavers
  - Porphyry Setts
  - Flexi-Pave Rubber Surface

- PLANTING
- Existing tree and associated RPA
  - Proposed tree
  - Proposed multi-stem shrubs
  - H1 proposed planting
  - H2 proposed additional planting
  - Large moveable planted pots

- SITE FURNISHINGS
- Cycle Stand
  - Bench
  - Litter and recycling bin

06	For Planning	EG	NM	2009122
05	For Planning	EG	NM	0911221
04	For Planning	EG	NM	0311221
03	For Planning	CL	NM	090421
02	For Planning	CL	NM	060421
01	For Planning	CL	NM	290321
02	For Planning	CL	NM	290221
REV. DESCRIPTION		BY		CHK. DATE

- KEY:
- Vehicle crossover on Elephant Road
  - Raised entrance
  - Installation of new pedestrian and cycle crossing
  - Renew and upgrade the kerb and footways adjacent to H1 on Elephant Road (eastern side) and Walworth Road (eastern side)
  - Installation of Deacon Street layout
  - Resurfacing Elephant Road alongside boundary of H1 inc. raised table surface
  - Dropped kerbs

## APPENDIX 2

### HEADS OF TERMS FOR AFFORDABLE WORKSPACE LEASE

<b>Demise</b>	Affordable Workspace comprising [xx] sq ft NIA within the Development as shown on the plan submitted to the Council under Schedule 1 paragraph 2.7.2
<b>Lease</b>	Internal repairing lease between the parties and to commence no earlier than Completion of the relevant Affordable Workspace unless at the Affordable Workspace Providers request. Lease to be outside of the Landlord and Tenant Act 1954.
<b>Use</b>	Class E(g)(i) of the Use Classes Order office use unless otherwise agreed in writing with the Council.
<b>Rent</b>	£ [xx] per sq ft per annum inclusive of VAT. To be calculated on the NIA.
<b>Rent Free Period</b>	6 months from the grant of the lease.
<b>Rent Review</b>	Once every five years.
<b>Service Charge</b>	Lessee to contribute to any service charge regime which the Landlord has in place for the management of Plot H1 and pay a proportionate part of the service charge which relates to the Affordable Workspace and to pay any applicable estate service charge fee subject to the Service Charge Cap.
<b>Service Charge Cap</b>	means a maximum £4.50 per sq ft which shall not include any estate service charges relating to the wider development pursuant to the Original Planning Permission and which may be reviewed annually and increased annually by up to CPI +1%.

<b>Insurance</b>	<p>Lessee to insure their own fixtures and fittings and to provide third party liability insurance.</p> <p>The landlord to insure building structure and to charge an insurance rent on a proportionate basis.</p>
<b>Utilities</b>	The premises will be served by electricity, telecoms, water, drainage and heating. The lessee will be responsible for paying all outgoings including rates and utilities relating to the relevant Affordable Workspace (or part thereof).
<b>Compliance</b>	The lessee to be responsible for compliance with legislation and regulations and where appropriate both parties to co-operate.
<b>Rights granted</b>	<p>The lessee to be granted rights of access (in common with others) including emergency escape rights to include:-</p> <ul style="list-style-type: none"> <li>• rights of access and use of the loading facilities;</li> <li>• rights of access and use to refuse facilities;</li> <li>• rights of access to common facilities; and</li> <li>• rights of access to cycling end of journey facilities and parking.</li> </ul>
<b>Reinstatement</b>	The lessee will be required to offer up the Affordable Workspace (or relevant part thereof) in accordance with a reinstatement specification.
<b>Legal costs</b>	Each party to bear its own.
<b>Alienation</b>	Alienation provisions to be agreed between the parties.
<b>Alterations</b>	No structural or external alterations are permitted.

	The lessee may make internal non-structural alterations with the consent of the landlord (consent not to be unreasonably withheld or delayed).
--	--

## APPENDIX 3A

### HEADS OF TERMS FOR HEALTH HUB LEASE

<b>Demise</b>	Health Hub comprised of [xx] sq ft/sqm GIA total in floorspace within the Development as determined by the Health Hub Notice and as shown on the plan approved by the Council under Schedule 1 paragraph 1.3.2.
<b>Lease</b>	Internal repairing lease between the parties and to commence no earlier than Completion of the Health Hub unless at the Health Hub Provider request. Lease to be outside of the Landlord and Tenant Act 1954.
<b>Term</b>	For a period of 30 years from first Occupation.
<b>Use</b>	Class E(e) of the Use Classes Order medical/healthcare use.
<b>Rent</b>	In accordance with the Health Hub Notice approved/determined in accordance with paragraph 1 of Schedule 1 of this Agreement.
<b>Rent Review</b>	Once every five years.
<b>Service Charge</b>	Lessee to contribute to any service charge regime which the landlord has in place for the management of Plot H1 and pay a proportionate part of the service charge which relates to the Health Hub and to pay any applicable estate service charge fee.
<b>Insurance</b>	<p>Lessee to insure their own fixtures and fittings and to provide third party liability insurance.</p> <p>The landlord to insure building structure and to charge an insurance rent on a proportionate basis.</p>
<b>Utilities</b>	The premises will be served by electricity, telecoms, water, drainage and heating. The



	lessee will be responsible for paying all outgoings including rates and utilities relating to the Health Hub.
<b>Compliance</b>	The lessee to be responsible for compliance with legislation and regulations and where appropriate both parties to co-operate.
<b>Rights granted</b>	<p>The lessee to be granted rights of access (in common with others) including emergency escape rights to include:-</p> <ul style="list-style-type: none"> <li>• rights of access and use of the loading facilities;</li> <li>• rights of access and use to refuse facilities;</li> <li>• rights of access to common facilities; and</li> <li>• rights of access to cycling end of journey facilities and parking.</li> </ul>
<b>Reinstatement</b>	The lessee will be required to offer up the Health Hub in accordance with a reinstatement specification.
<b>Legal costs</b>	Each party to bear its own.
<b>Alienation</b>	Alienation provisions to be agreed between the parties.
<b>Alterations</b>	<p>No structural or external alterations are permitted.</p> <p>The lessee may make internal non-structural alterations with the consent of the landlord (consent not to be unreasonably withheld or delayed).</p>

## APPENDIX 3B

### HEADS OF TERMS FOR HEALTH HUB LEASE

<b>Demise</b>	Health Hub comprised of [xx] sq ft/sqm GIA total in floorspace within the Development as determined by the Health Hub Notice and as shown on the plan approved by the Council under Schedule 1 paragraph 1.3.2
<b>Lease</b>	Internal repairing lease between the parties and to commence no earlier than Completion of the Health Hub unless at the Health Hub Provider request. Lease to be outside of the Landlord and Tenant Act 1954.
<b>Term</b>	As agreed with the Health Hub Provider.
<b>Use</b>	Class E(e) of the Use Classes Order medical/healthcare use.
<b>Rent</b>	In accordance with the Health Hub Notice approved/determined in accordance with paragraph 1 of Schedule 1 of this Agreement.
<b>Rent Review</b>	Once every five years.
<b>Service Charge</b>	Lessee to contribute to any service charge regime which the landlord has in place for the management of Plot H1 and pay a proportionate part of the service charge which relates to the Health Hub and to pay any applicable estate service charge fee.
<b>Insurance</b>	<p>Lessee to insure their own fixtures and fittings and to provide third party liability insurance.</p> <p>The landlord to insure building structure and to charge an insurance rent on a proportionate basis.</p>
<b>Utilities</b>	The premises will be served by electricity, telecoms, water, drainage and heating. The



	lessee will be responsible for paying all outgoings including rates and utilities relating to the Health Hub.
<b>Compliance</b>	The lessee to be responsible for compliance with legislation and regulations and where appropriate both parties to co-operate.
<b>Rights granted</b>	<p>The lessee to be granted rights of access (in common with others) including emergency escape rights to include:-</p> <ul style="list-style-type: none"> <li>• rights of access and use of the loading facilities;</li> <li>• rights of access and use to refuse facilities;</li> <li>• rights of access to common facilities; and</li> <li>• rights of access to cycling end of journey facilities and parking.</li> </ul>
<b>Reinstatement</b>	The lessee will be required to offer up the Health Hub in accordance with a reinstatement specification.
<b>Legal costs</b>	Each party to bear its own.
<b>Alienation</b>	Alienation provisions to be agreed between the parties.
<b>Alterations</b>	<p>No structural or external alterations are permitted.</p> <p>The lessee may make internal non-structural alterations with the consent of the landlord (consent not to be unreasonably withheld or delayed).</p>

## APPENDIX 3C

### HEADS OF TERMS FOR HEALTH HUB LEASE

<b>Demise</b>	Health Hub comprised of 10% of the Commercial Floorspace within the Development as shown on the plan approved by the Council under Schedule 1 paragraph 1.3.2.
<b>Lease</b>	Internal repairing lease between the parties and to commence no earlier than Completion of the Health Hub unless at the Health Hub Provider request. Lease to be outside of the Landlord and Tenant Act 1954.
<b>Term</b>	For a period of 30 years from first Occupation.
<b>Use</b>	Class E(e) of the Use Classes Order medical/healthcare use.
<b>Rent</b>	In accordance with the Health Hub Notice approved/determined in accordance with paragraph 1 of Schedule 1 of this Agreement.
<b>Rent Review</b>	Once every five years.
<b>Service Charge</b>	Lessee to contribute to any service charge regime which the landlord has in place for the management of Plot H1 and pay a proportionate part of the service charge which relates to the Health Hub and to pay any applicable estate service charge fee.
<b>Insurance</b>	<p>Lessee to insure their own fixtures and fittings and to provide third party liability insurance.</p> <p>The landlord to insure building structure and to charge an insurance rent on a proportionate basis.</p>
<b>Utilities</b>	The premises will be served by electricity, telecoms, water, drainage and heating. The lessee will be responsible for paying all outgoings

	including rates and utilities relating to the Health Hub.
<b>Compliance</b>	The lessee to be responsible for compliance with legislation and regulations and where appropriate both parties to co-operate.
<b>Rights granted</b>	<p>The lessee to be granted rights of access (in common with others) including emergency escape rights to include:-</p> <ul style="list-style-type: none"> <li>• rights of access and use of the loading facilities;</li> <li>• rights of access and use to refuse facilities;</li> <li>• rights of access to common facilities; and</li> <li>• rights of access to cycling end of journey facilities and parking.</li> </ul>
<b>Reinstatement</b>	The lessee will be required to offer up the Health Hub in accordance with a reinstatement specification.
<b>Legal costs</b>	Each party to bear its own.
<b>Alienation</b>	Alienation provisions to be agreed between the parties.
<b>Alterations</b>	<p>No structural or external alterations are permitted.</p> <p>The lessee may make internal non-structural alterations with the consent of the landlord (consent not to be unreasonably withheld or delayed).</p>

## **APPENDIX 4**

### **AFFORDABLE WORKSPACE SPECIFICATION**

#### **1 General**

This specification sets out the minimum specification of the Affordable Workspace. The Affordable Workspace is to be delivered to a Category A specification.

##### **Compliance**

The Affordable Workspace must comply with all statutory requirements and be compliant with the principles contained in the Equality Act 2010.

#### **2. Specification**

The following specification details will vary slightly depending on whether the Affordable Workspace is within the ground floor or upper floors of the Development:

##### **2.1 Floor**

Ground floor: Screed polished to finish.

Upper floors: Raised access floors.

##### **2.2 Ceiling**

Ground floor: Exposed concrete ceiling.

Upper floors: Exposed concrete or cross laminated timber ceiling.

Where dry lining is required to ceilings it will be tape and jointed, dry lined with paint finish.

Acoustic insulation between different occupiers to meet the requirements of Building Regulations and is sufficient to acoustically separate each part of the building, notably ceilings that separate workspaces from other occupiers.

##### **2.3 Walls**

Ground floor: Thermally and acoustically insulated blockwork finished with white paint.

Upper floors: Tape and jointed, dry lined with paint finish, including any necessary acoustic insulation.

External street-facing walls to be partly glazed or such other plans as may be approved by the Council.

## **2.4 Doors**

Entrance door to include a glass panel with a minimum of 5/7 point manual key locking.

## **2.5 Power, Electrical and Lighting**

Power supply and distribution board DDA compliant.

To have an appropriate number of ceiling hung LED light panels, no less than one per 100sqft unless it can be demonstrated that appropriate lux levels are being achieved.

To have an appropriate number of wall or floor mounted sockets..

Adequate emergency lighting.

## **2.6 Heating**

Heating that complies with Energy Statement.

## **2.7 Ventilation**

Provide mechanical fresh air circulation and ventilation..

## **2.8 Toilets**

Cold and hot running water.

Disabled WC.

White painted plasterboard moisture resistant in WCs.

Provide mechanical extract and appropriate lighting to the toilets.

Toilet doors to be hinged solid core and lock.

## **2.9 Fire**

Heat detectors in each unit to central control panel in compliance with regulations.

## **3. Telecommunications**

Each unit to be provided with high speed internet and be able to access wireless internet solutions.

**4. Means of escape**

Ensure that there is a means of escape proposal that complies with the statutory requirements.

**5. Signage**

Ensure there are no impediments to exterior illuminated signage at unit entrance doors.

## APPENDIX 5

### HEALTH HUB SPECIFICATION

#### 1 Specification

The detailed Health Hub Specification will be agreed with the Health Hub Provider in response to the specific clinical and clinical support services to be accommodated within the Health Hub. The minimum specification of the Health Hub will include:

- a) Dedicated lift access from Walworth Road to all levels of the Health Hub
- b) Ventilation and drainage infrastructure to enable the satisfaction of the Health Technical Memoranda provided by the Department of Health or any other document identified by the Health Hub Provider as detailing the necessary guidance for the delivery of clinical and clinical support spaces.
- c) Fire strategy to satisfy the guidance provided by the Health Technical Memoranda provided by the Department of Health
- d) Any other base infrastructure required to satisfy either the Health Technical Memoranda provided by the Department of Health or Health Building Note 00-03: Clinical and clinical support spaces prepared by the Department of Health or any other document identified by the Health Hub Provider as detailing the necessary guidance for the delivery of clinical and clinical support spaces.

## APPENDIX 6

### AFFORDABLE WORKSPACE EQUIVALENCE FORMULA

#### Formula

	Definition	Information required for worked example
A	Total lettable employment floorspace in development (sq ft)	
B	Percentage of floorspace floorspace to be Affordable Workspace	10%
C	<b>Amount of floorspace to be Affordable Workspace</b>	$C = A \times B$
D	Market rent (£ per sq ft)	
E	<b>Rent for Affordable Workspace at full market value</b>	$E = C \times D$
F	Market Investment yield, sourced from investment agents	
G	<b>Income multiplier for market investment yield</b>	$G = 1 \div F$
H	<b>Capital value of Affordable Workspace at full market value</b>	$H = E \times G$
I	Discount to market rent for Affordable Workspace (%)	
J	<b>Rent for Affordable Workspace at discounted rent</b>	$J = E \times (1 - I)$
K	Affordable Workspace investment yield (market investment yield +1%)	
L	<b>Income multiplier of Affordable Workspace investment yield</b>	$L = 1 \div K$
M	<b>Capital value of Affordable Workspace</b>	$M = J \times L$
O	<b>Cost to scheme of delivering Affordable Workspace</b>	$O = H - M$
P	<b>Affordable Workspace Payment £ per sq ft</b>	$P = O \div C$
Q	<b>Affordable Workspace Payment £ per sq m</b>	$Q = P \times [£ ]$

#### 2. Workings from inputs above - green cell shows AW PIL calculation

Step 1:	Calculate C - the amount of floorspace to be Affordable Workspace	-
Step 2:	Calculate E - the rent for Affordable Workspace at full market value	£0
Step 3:	Calculate G - the income multiplier for market investment yield	
Step 4:	Calculate H - the Capital value of Affordable Workspace floor area when provided at full market value	£0.00
Step 5 :	Calculate J - the rent for the Affordable Workspace at discounted rent	£0
Step 6 :	Calculate L - the income multiplier of Affordable Workspace investment yield	
Step 7:	Calculate M - the capital value of Affordable Workspace	£0
Step 8:	Calculate O - the Cost to the scheme of delivering Affordable Workspace (by sqft)	£0
Step 9:	Calculate P - the Affordable Workspace Payment in £ per sq ft	
Step 10:	Calculate Q - the Affordable Workspace Payment in £ per sq m	£0.00



## APPENDIX 7

### CARBON TARGETS

**Table 1 – Energy Statement Carbon Targets**

	CO2 Emissions	CO2 Savings from Energy Statement	
	Total tCO2	CO2 savings (Tonnes CO2 / year)	Percentage savings (%)
<b>Part L 2013 Baseline (with updated benchmarks using SAP 10)</b>	712	-	-
<b>Be Lean</b>	541	171	24%
<b>Be Clean</b>	442	99	14%
<b>Be Green</b>	441	0	0%
<b>Total Cumulative Savings</b>	-	271	38%
<b>Carbon Shortfall</b>	441.4 (Tonnes CO2 / year)		
<b>Cumulative Savings for Offset Payment (30 years)</b>	13242 (Tonnes CO2 over 30 years)		

**Table 2 – Energy Statement Update Carbon Targets (to be submitted for approval)**

	CO2 Emissions	CO2 Savings from Energy Statement Update (if applicable)	
	Total tCO2	CO2 savings (Tonnes CO2 / year)	Percentage savings (%)
<b>Part L 2013 Baseline (with updated benchmarks using SAP 10)</b>	712	-	-
<b>Be Lean</b>	541		
<b>Be Clean</b>	442		
<b>Be Green</b>	441		
<b>Total Cumulative Savings</b>	-		
<b>Carbon Shortfall</b>	(Tonnes CO2 / year)		

<b>Cumulative Savings for Offset Payment (30 years)</b>	(Tonnes CO2 over 30 years)
---	----------------------------

**Table 3 – Pre-Occupation Energy Review (to be submitted for approval)**

	<b>CO2 Emissions</b>	<b>CO2 Savings from Pre-Occupation Energy Review</b>	
	Total tCO2	CO2 savings (Tonnes CO2 / year)	Percentage savings (%)
<b>Part L 2013 Baseline (with updated benchmarks using SAP 10)</b>	712	-	-
<b>Be Lean</b>	541		
<b>Be Clean</b>	442		
<b>Be Green</b>	441		
<b>Total Cumulative Savings</b>	-		
<b>Carbon Shortfall</b>	(Tonnes CO2 / year)		
<b>Cumulative Savings for Offset Payment (30 years)</b>	(Tonnes CO2 over 30 years)		

## **APPENDIX 8A**

### **CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN**

**APPENDIX 8B**

**TRANSPORT ASSESSMENT ADDENDUM**

## **APPENDIX 9**

### **DRAFT DELIVERY AND SERVICING PLAN**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first before written

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** was hereto affixed in the presence of:

Authorised Signatory

**EXECUTED** as a Deed (but not delivered )  
until dated) by )  
**LENDLEASE (ELEPHANT & CASTLE) LIMITED** )  
acting by one Director in the presence of:- )  
)

Witness Name:

Witness Address:

Occupation:

**EXECUTED** as a Deed (but not delivered )  
until dated) by )  
**LENDLEASE RESIDENTIAL (CG) LIMITED** )  
acting by one Director in the presence of:- )  
)

Witness Name:

Witness Address:

Occupation: