



DATED 2ND DECEMBER 2016

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK

- and -

RICH INVESTMENTS LIMITED

- and -

LONDON SQUARE (CRIMSCOTT STREET) LIMITED

AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS IN RELATION TO LAND KNOWN AS:
RICH INDUSTRIAL ESTATE, CRIMSCOTT STREET, LONDON SE1 5TE
AND WILLOW WALK, LONDON SE1

Doreen Forrester Brown
Director of Law and Democracy
London Borough of Southwark
160 Tooley Street
London SE1 2QH

Ref: LEG/RP/PL/S106/RR020/63884

15-AP-2474

THIS AGREEMENT is made as a DEED the 21) day of DECEMBER Two thousand and Sixteen

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2QH of the first part ("the Council");
- (2) **RICH INVESTMENTS LIMITED** (company registration number 879589) whose registered office is situated at 43 Portland Road, London, W11 4LJ ("the Owner"); and
- (3) **LONDON SQUARE (CRIMSCOTT STREET) LIMITED** (company registration number 8633361) whose registered office is situated at One York Road, Uxbridge, Middlesex UB8 1RN ("the Developer")

W H E R E A S:

- A. The Owner is the freehold owner of the Site as the same is registered with Title Absolute under Title Number SGL219014 at the Land Registry.
- B. The Developer has entered in to a conditional agreement with the Owner to purchase the freehold of the Site (unilateral notices of which agreement are registered in the charges register of Title Number SGL219014 at the Land Registry)
- C. The Owner wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein.
- D. The Council is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- E. The Owner has agreed to obtain the surrender of the lease of 61 Willow Walk and to obtain vacant possession from the Lessee before Implementing Phase 3 of the Development.
- F. On 18 June 2015 the Developer submitted the Application to the Council and on 22 March 2016 the Council's Planning Committee resolved to grant the Planning Permission subject to the completion of this Agreement.
- G. Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the parties are willing to enter into this Agreement.

NOW THIS DEED WITNESSETH:

1. Definitions and Interpretation

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

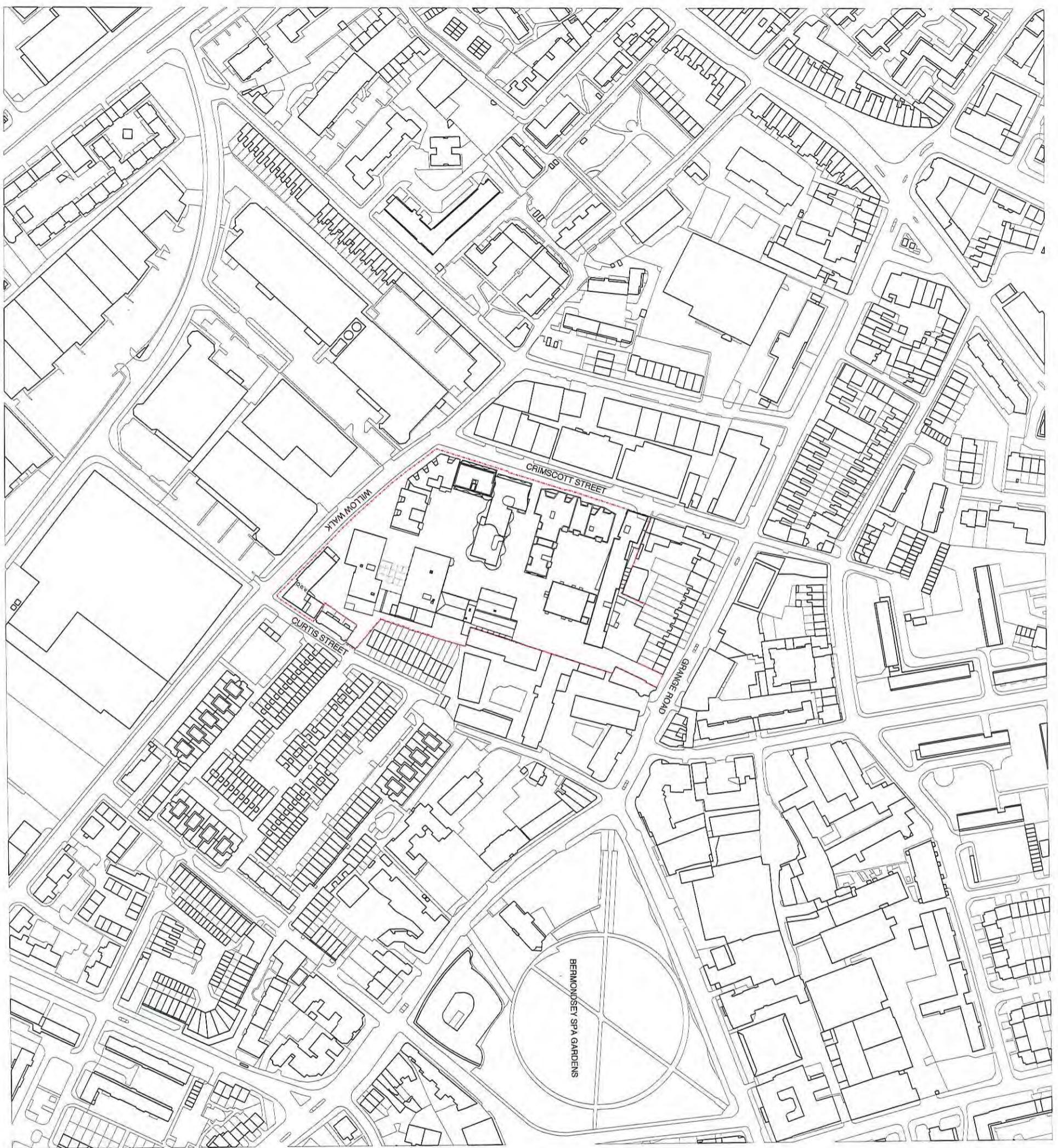
"1990 Act"	means the Town and Country Planning Act 1990;
"2015 Technical Update"	means the 2015 Technical Update to the Residential Design Standards Supplementary Planning Document;
"AAPs"	means the Council's area action plans extant at the time of the Implementation Date;
"Access Routes"	means the routes across the Site for pedestrians and cyclists being: a) the route traversing the Site from Grange Road in the north to Willow Walk in the south known as 'Tannery Way' and shown on the attached Plan SK16300; b) the route traversing the Site from Crimscott Street in the west to the Tannery Way and shown on the attached Plan SK16300 or such other route or routes as the Council shall approve.
"Additional Bus Capacity Contribution"	means the sum of £810,000 (eight hundred and ten thousand pounds) Index Linked to be paid by the Owner to the Council in three equal payments of £270,000 (two hundred and seventy thousand pounds) hereafter called Payment 1, Payment 2 and Payment 3 in accordance with paragraphs 1.5 and 2 of Schedule 7 and given by the Council to Transport for London to enable Transport for London to provide additional bus capacity within the vicinity of the Development;
"Acts"	means Section 27 of the Greater London Council (General Powers) Act 1969, Sections 111, 120 and 123 of the Local Government Act 1972 Section 16 of the Greater London Council (General Powers) Act 1974, Section 278 of the Highways Act 1980, and Section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;

"Administration Cost"	means the sum of £23,264.46 to be paid by the Owner to the Council in accordance with clause 16 of this Agreement and to be applied by the Council towards 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 and expended and applied and monitoring compliance with the terms of the Agreement;
"Affordable Housing"	Affordable housing that is attainable for purchase and/or rent by those households who cannot afford to buy or rent anywhere in the Borough at market housing prices and in the case of Intermediate Housing which may comprise of Shared Ownership shall refer to accommodation for which first priority will be given to households where the average total gross household annual income does not exceed £42,918, in respect of all 1 bed dwellings, £50,710 in respect of all 2 bed dwellings, £58,866 in respect of all 3 bed dwellings or £66,759 in respect of all 4 bed dwellings PROVIDED THAT in the event that the Shared Ownership Units are not Disposed of within the Shared Ownership Marketing Period or Exchange of Contracts have not taken place in respect of the Shared Ownership Units within the Shared Ownership Marketing Period then households where the average total gross household annual income does not exceed £90,000 (or such higher figure as may be determined by the London Plan) who meet the London-wide eligibility criteria as set out in the London Housing Strategy 2014 in accordance with the London Plan March 2015 will be eligible to purchase the Shared Ownership Units. In all cases a household's total annual expenditure upon rent, mortgage, and service charges shall not exceed 40% of net household income as at the date of exchange of contracts. All income thresholds are to rise annually from the date of this Agreement in accordance with such annual reviews of those corresponding figures as are published by the Council or the Mayor of London or any successor public authority as appropriate to reflect changes in local income/house price ratios and further Provided That in default of such figures being so published on an annual basis such sums may rise from time to time by agreement in writing between the Council and the Registered Provider having regard to changes in income levels and house prices in the Borough.

Net household income is defined as 70% of gross household income

“Affordable Housing Phases”	means a) Affordable Housing Phase 1 comprised of Phase 1 Development and Phase 2 Development; and b) Affordable Housing Phase 2 comprised of Phase 3 Development;
“Affordable Housing Supplementary Planning Document”	means the Council’s Affordable Housing Supplementary Planning Document 2008;
“Affordable Housing Units”	means the 135 dwellings to be constructed upon the Site being 497 Habitable Rooms pursuant to the Approved Affordable Housing Mix and to include the Social Rented Units, Shared Ownership Units, and the Wheelchair Accessible Affordable Housing Units;
“Application”	means the Application for planning permission submitted by the Developer to the Council and received by the Council on 18 June 2015 to carry out the Development upon the Site (LBS Registered Number 15/AP/2474);
“Approved Affordable Housing Mix”	means the approved mix of Affordable Housing Units both in terms of tenure and number of bedrooms and as set out in part 2 of Schedule 2 of this Agreement and to include the tenure and number of bedrooms of the Wheelchair Accessible and Wheelchair Adaptable Affordable Housing Units;
“Archaeology Contribution”	means the sum of £11,171 (eleven thousand one hundred and seventy one pounds) Indexed linked to be paid by the Owner to the Council in accordance with Paragraph 1.1 of Schedule 7 to be used towards the assessment, evaluation and investigation of archaeological matter on the Site;
“Area A”	means the area in Plot 1 ('the Tannery') of approximately 1533 (one thousand five hundred and thirty three) square metres as shown shaded blue for identification purposes on the attached plans P099, P100 and P100m;
“Area B”	means the area in Plot 5 ('the Pickle Factory ') of approximately 1120 (one thousand one hundred and twenty) square metres as shown shaded green for identification purposes on the attached plans P099P05 and P100P05;

“Artists’ Workspace Areas”	means Area A and Area B which are to be provided as part of the Development and which are to be;
	(i) constructed and provided by the Owner in accordance with the Artists’ Workspace Specification; and
	(ii) let to an Artists’ Workspace Operator;
	and
	(iii) retained as artists’ gallery and artists’ studio space and associated retail and ancillary office use only for the period of 35 years from the commencement date of the first Artists’ Workspace Leases and should Area A and Area B be let at different dates, the period of 35 years shall be different for each of Area A and Area B;
“Artists’ Workspace Completion Notice”	A certificate of practical completion in relation to the Artists’ Workspace Area concerned;
“Artists’ Workspace Lease”	means a lease or leases of the Artists’ Workspace Areas;
	(i) to be granted to an Artists’ Workspace Operator;
	(ii) consistent with the heads of terms set out in part three of Schedule 8 (unless otherwise agreed in writing by the Council);
“Artists’ Workspace Management Plan”	means a strategy for managing the Artists’ Workspace Areas in accordance with the provisions of part one of Schedule 8;
“Artists’ Workspace Marketing Agency”	means a marketing agency appointed by the Owner and approved in writing by the Council whose appointment shall be at the expense of the Owner to undertake the marketing of the Artists’ Workspace Areas;
“Artists’ Workspace Marketing Strategy”	means a strategy for marketing the Artists’ Workspace Areas or any part of them in accordance with the provisions of part one of Schedule 8 or in such other manner as the Council may approve in writing and which includes proposals for the appointment of an Artists’ Workspace Marketing Agency ;
“Artists’ Workspace Operator”	means a not- for- profit organisation approved by the Council to be selected in accordance with part one of Schedule 8;
“Artists’ Workspace Specification”	means a specification for the detailed design of the Artists’ Workspace as set out in part two of Schedule 8 (as the same may be amended with the written approval of the Council);
“Borough”	means the London Borough of Southwark;



**AUTHORISED
SIGNATORY**

[Handwritten signature]

CONSULTANTS	NAME
CLIENT:	LONDON'S SQUARE
PLANNING CONSULTANT:	DPA
MASTERPLAN ARCHITECT:	ANHAM ARCHITECTS
ARCHITECT PLOT 1C:	COPPER ARCHITECTS
ARCHITECT PLOT 2A & 5B:	ANHAM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EIGRET (WEST)
LANDSCAPE ARCHITECT:	TOWNSEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TERRSCAPE CONSULTANT:	PROFL. TAVENOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

NOTE
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P03 04/12/15 Revision notes: Planning Application
 P02 28/05/15 Revision notes: Issue to Client
 P01 05/05/15 Revision notes: Design Team issue
 P00 02/04/15 Revision notes: Issue to Client

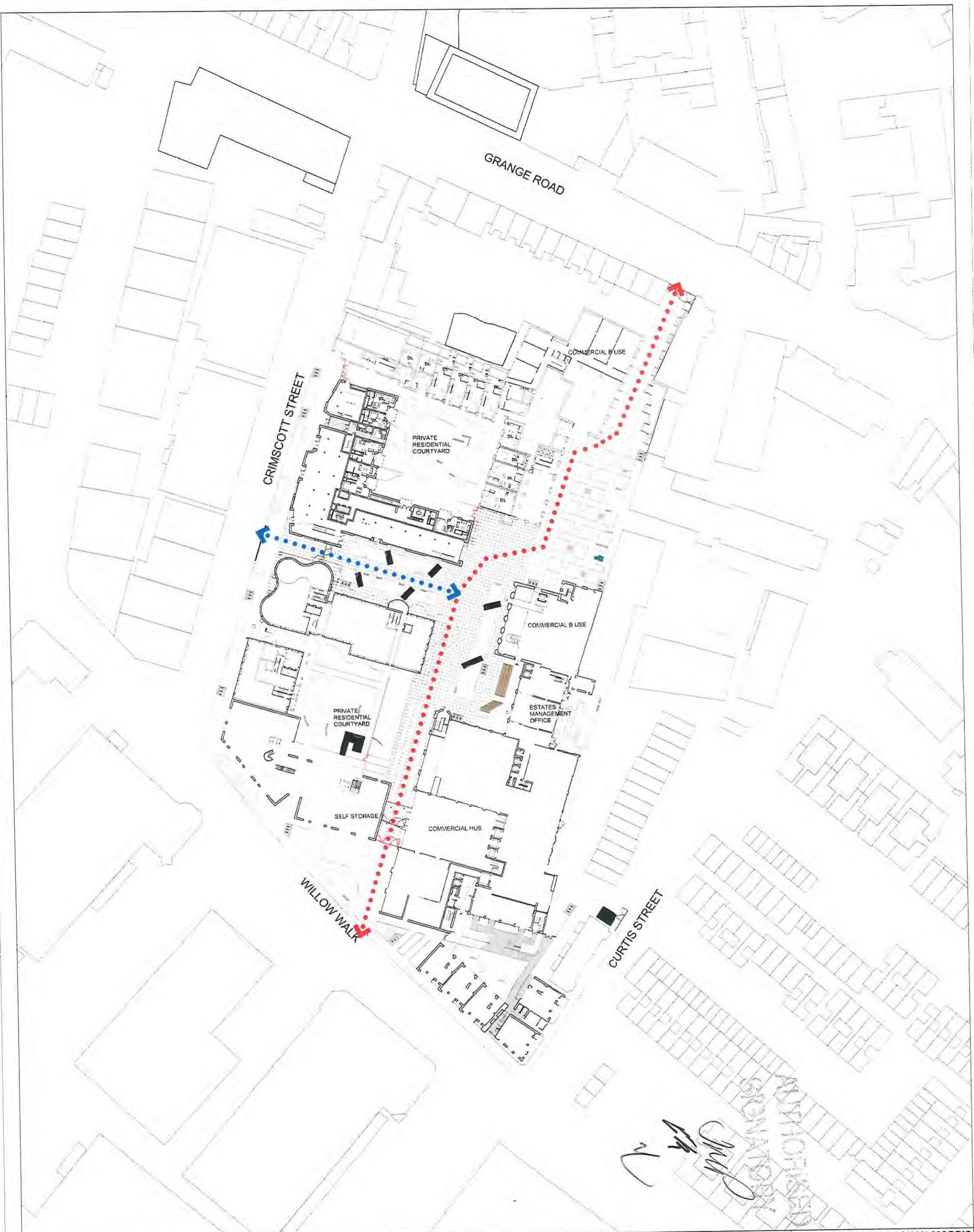
REV	DATE
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ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS 14 MORELANS, 5-7 OLD STREET, LONDON EC1V 9HQ
 TEL 020 7251 5281 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK
 Job Ref: 12144

LONDON SQUARE BERMONDSEY

drawing title location
PROPOSED SITE PLAN IN CONTEXT

drawn by	checked by	scale	status
MM	AB	1:1150 @ A1, 1:2500 @ A3	INFORMATION
project	area source	status/edition	drawing no.
12144	[00]	P001	P03



KEY
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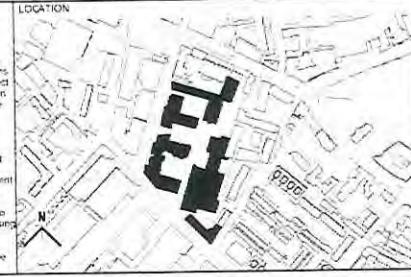
REV DATE
00 24/11/16 Issued for Information

Access Route a
Access Route b

CONSULTANTS
CLIENT LONDON SQUARE
PLANNING CONSULTANT DPB
MASTERPLAN ARCHITECT AHMM ARCHITECTS
ARCHITECT PLOT 1 COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6 STUDIO EGERT WEST
LANDSCAPE ARCHITECT TOWNSHEND
MECHANICAL ENGINEER DESSO
STRUCTURAL ENGINEER WATERMAN GROUP
TOWNSCAPE CONSULTANT PROF R TAVERNOV
TRANSPORT ENGINEER WSP
WASTE CONSULTANT WSP

NOTE
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LOCATION



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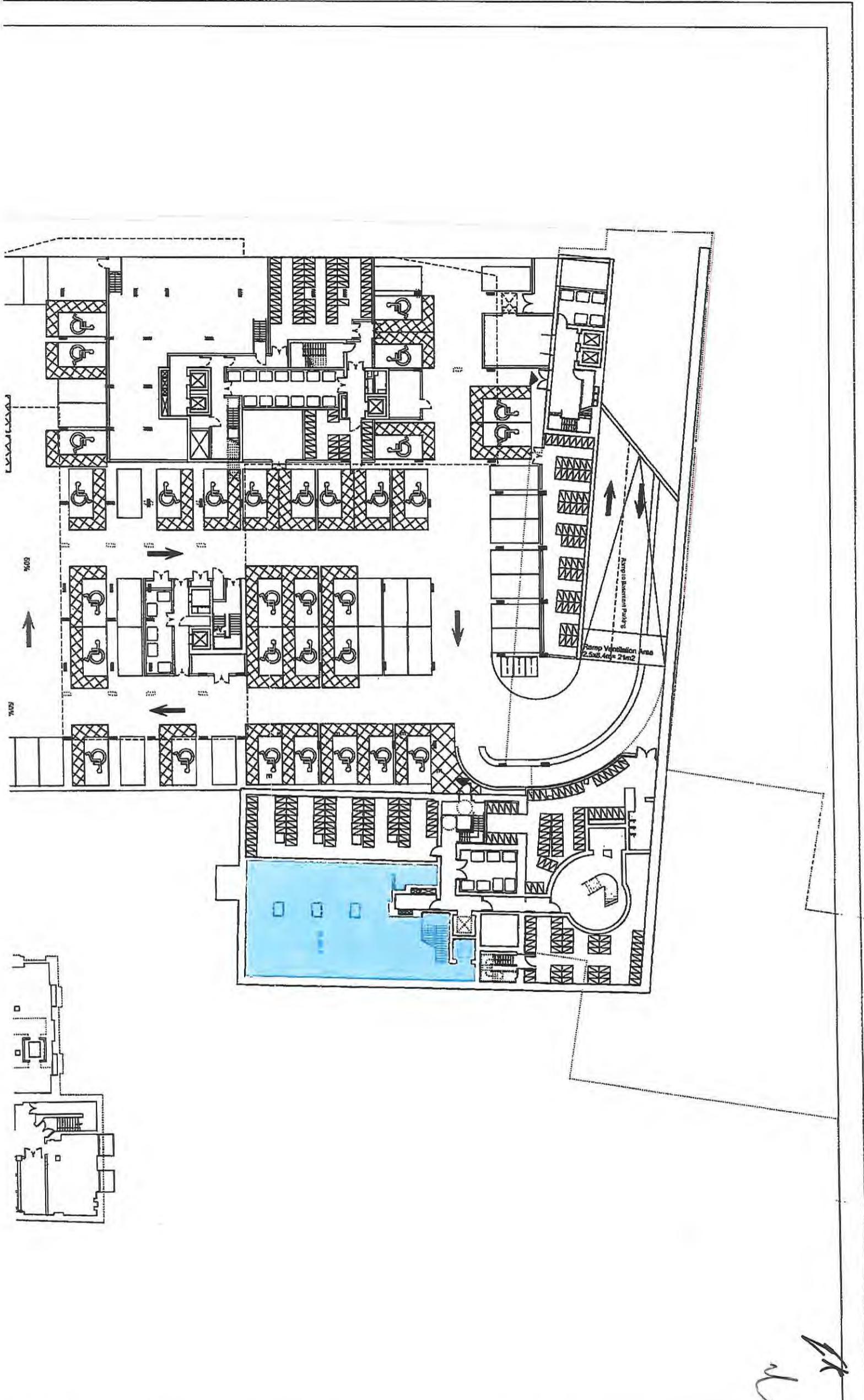
Jan 16

LONDON SQUARE BERMONDSEY

drawing ref / location PLAN 1 - ACCESS ROUTES

drawn by checked scale
JD AB 1:500 @ A1, 1:1000 @ A3 INFORMATION
project zone type classification drawing no. revision

12144 - [SK] 163 00



APPROVED
SIGNED
JMF

AREA A

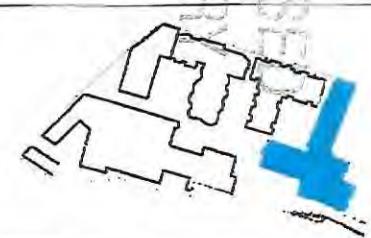
Project No:	12144
Project Name:	London Square
Planning Ref:	Plot Of Basement
Plot Plan Ref:	A/PA/1
Date:	01/09/2015
Drawing No:	P099

NOTES FOR PLANNING
DRAWINGS AND COMMENTS
TO BE MADE ON THIS SHEET

Colley Associates
11-12 Green Street
London EC1V 0BX
Tel: 0207 429 9234
www.colleyassociates.com



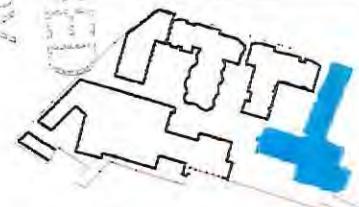
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SIGNATURE



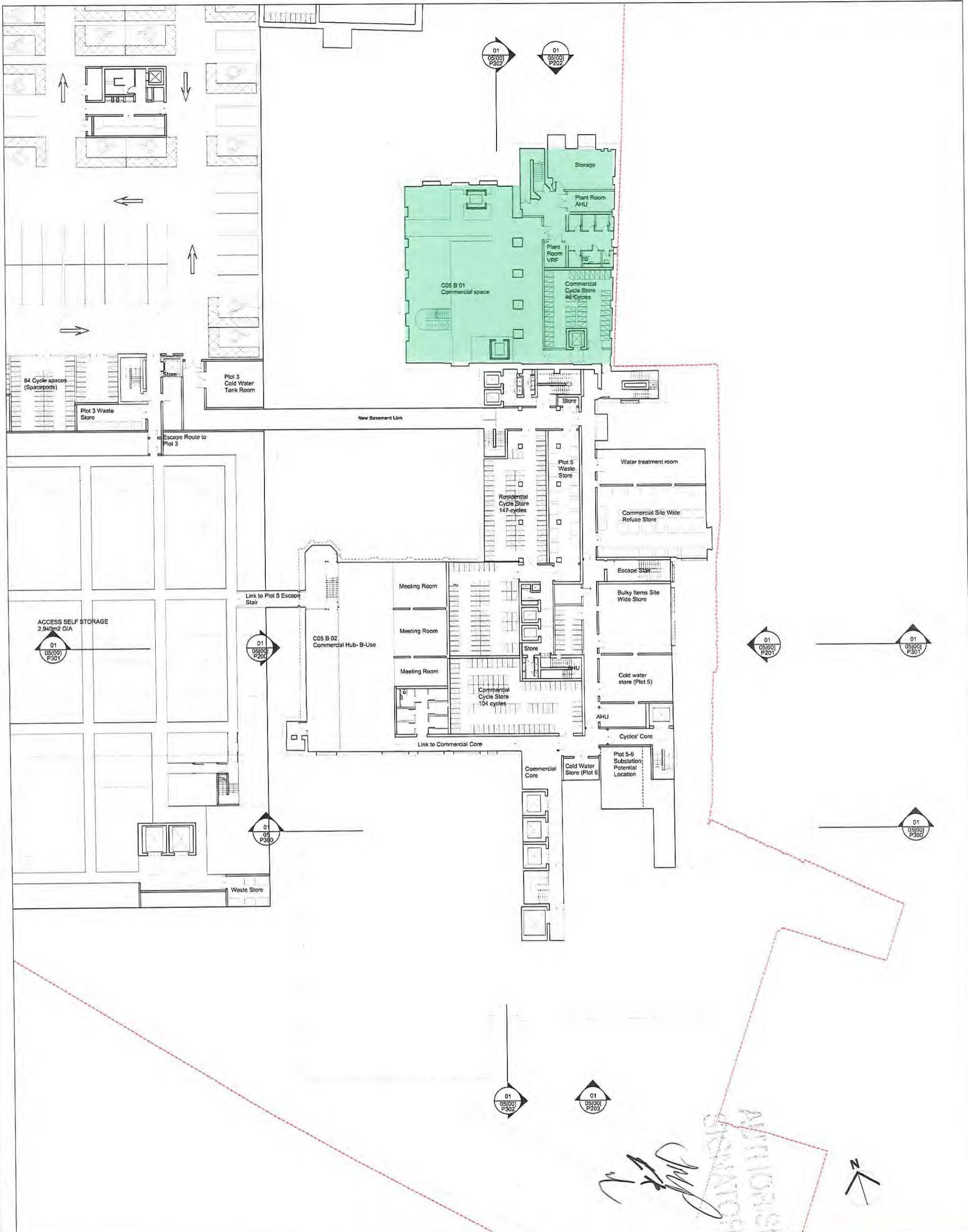


[Handwritten signatures]
JMF
ANDREW GUNN
SIGNATORY
Location Plan 12500

AREA A



Planning	
NOTICE OF PLANNING APPLICATION AND PUBLIC EXAMINATION AND DETERMINATION OF THE PLANNING APPLICATION	
Project No.	12144
Project Name	London Square
Drawing Name	Plot of Mezzanine Area A
Scale	1:2000
Date Rec'd	11/07/2011
Drawn By:	P100m



KEY	
0	5
Site Boundary	10
B balcony	
T terrace	
WG winter garden	
AH access hatch	
SV smoke vent	
Area B	

REV DATE
P00 10/02/15 revision notes: First Issue
P01 23/02/15 revision notes: Masterplan Freeze
P02 02/04/15 revision notes: Masterplan Freeze
P03 01/05/15 revision notes: Issue to Design Team
P04 20/05/15 revision notes: Issue to Client
P05 04/12/15 revision notes: Planning Addendum

CONSULTANTS

CLIENT: LONDON SQUARE
PLANNING CONSULTANT: DPB
MASTERPLAN ARCHITECT: AHMM ARCHITECTS
ARCHITECT PLOT 1: COFFEY ARCHITECTS
ARCHITECT PLOT 2 & 5: AHMM ARCHITECTS
ARCHITECT PLOT 3: STUDIO EGRET WEST
LANDSCAPE ARCHITECT: TOWNSHEND
MECHANICAL ENGINEER: DESCO
STRUCTURAL ENGINEER: WATERMAN GROUP
TOWNSCAPE CONSULTANT: PROF. R. TAVERNOR
TRANSPORT ENGINEER: WSP
WASTE CONSULTANT: WSP

NOTE

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LOCATION



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Job Ref:	LONDON SQUARE BERMONDSEY		
Drawing title / location:	PLOT 5 BASEMENT FLOOR PLAN - AREA B		
Drawn by checked scale	LL AB 1:200@A1; 1:400@A3	status	INFORMATION
Project zone type classification			
12144 05 - [00]	P099 P05		



KEY
0 5 10
Site Boundary

REV DATE
P00 10/02/15 revision notes: Final Issue
P01 23/02/15 revision notes: Masterplan Freeze
P02 02/04/15 revision notes: Masterplan Freeze
P03 01/05/15 revision notes: Issue to Design Team
P04 28/05/15 revision notes: Issue to Client
P05 06/12/15 revision notes: Planning Addendum

CONSULTANTS

CLIENT LONDON SQUARE
PLANNING CONSULTANT DP1
MASTERPLAN ARCHITECT AHMM ARCHITECTS
ARCHITECT PLOT 1 COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6 AHMM ARCHITECTS
ARCHITECT PLOT 3 STUDIO EGRET WEST
LANDSCAPE ARCHITECT TOWNSEND
MECHANICAL ENGINEER DESCO
STRUCTURAL ENGINEER WATERMAN GROUP
TOWNSCAPE CONSULTANT PROF. R. TAVERNOV
TRANSPORT ENGINEER WSP
WASTE CONSULTANT WSP

NOTE

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LOCATION



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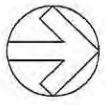
job title LONDON SQUARE BERMONDSEY

drawing title / location PLOT 5_GROUND FLOOR PLAN - AREA B

drawn by checked scale status
LL AB 1:200@A1, 1:400@A3 INFORMATION

project zone type classification drawing no. revision

12144 05 - [00] P100 P05



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AS
BY
C
S
J
M
W

DRAWING STAMPS					
FOR INFORMATION ONLY					



WSP House, 70 Chancery Lane, London, WC2A 1AF
Tel: +44 (0)20 7314 6000 Fax: +44 (0)20 7314 5899
www.wspgroup.com www.pbworld.com

CLERK:
LONDON SQUARE

ARCHITECT:
TOWNSHEND

PROJECT:
RICH INDUSTRIAL ESTATE

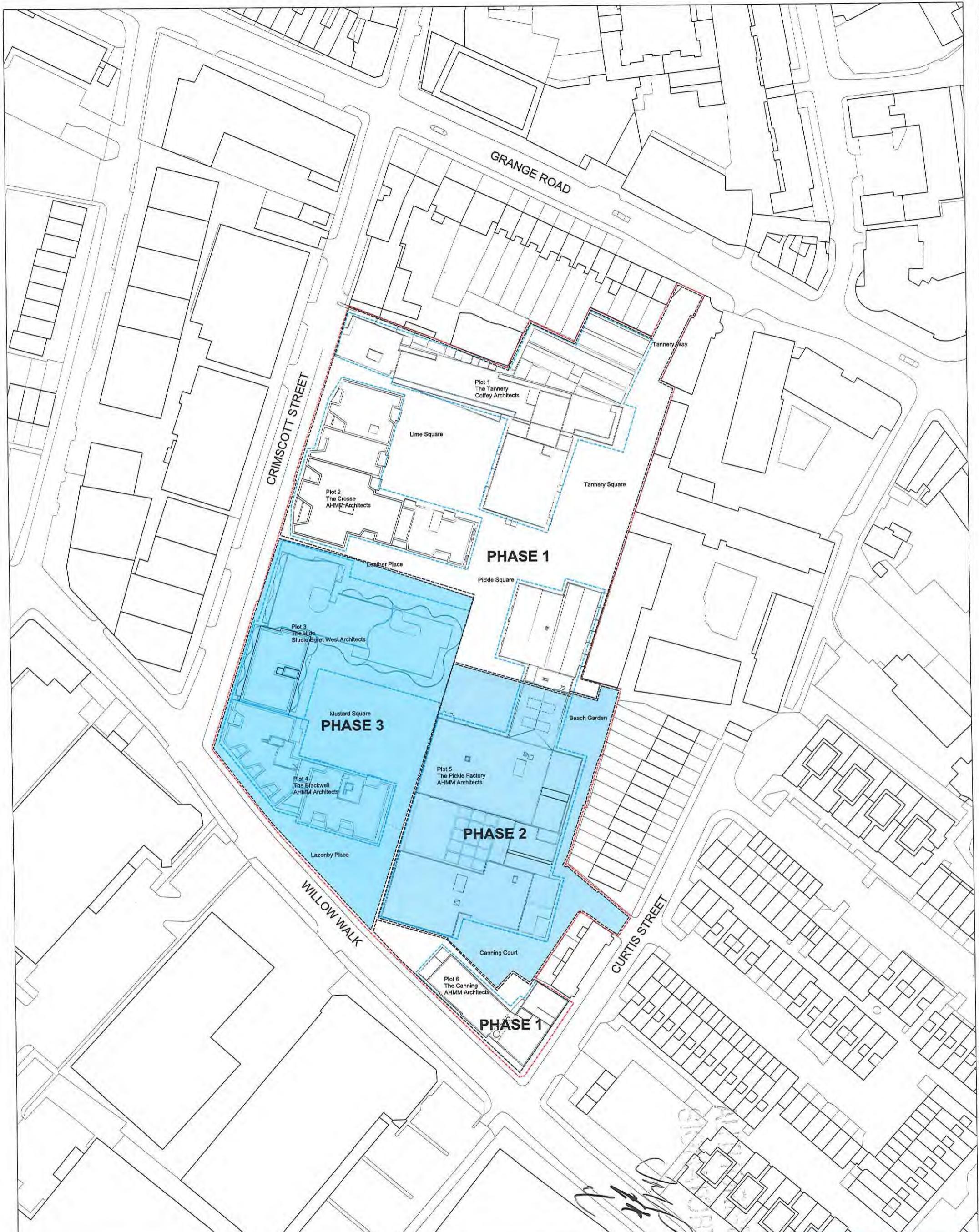
TITLE:

PLAN 3

S278 HIGHWAYS PHASING

SCALE: 1:500	DESIGN: SCD	APPROVED: SCD
DATE: 70004864-S278-001	DESIGNER: MAS	DATE: November 2015

PROJECT: 70004864	DRAWN BY: 70004864-S278-001	REF: B
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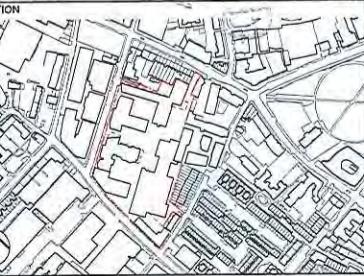
KEY
0 5 10 15 20 30m
Site Boundary
PHASE 1
PHASE 2
PHASE 3

REV DATE
P00 23/02/15 revision notes: Masterplan Freeze
P01 02/04/15 revision notes: Masterplan Freeze
P02 05/05/15 revision notes: Design Team Issue
P03 19/05/15 revision notes: Update of Phasing Split
P04 29/05/15 revision notes: Issue to Client
P05 04/12/15 revision notes: Planning Addendum

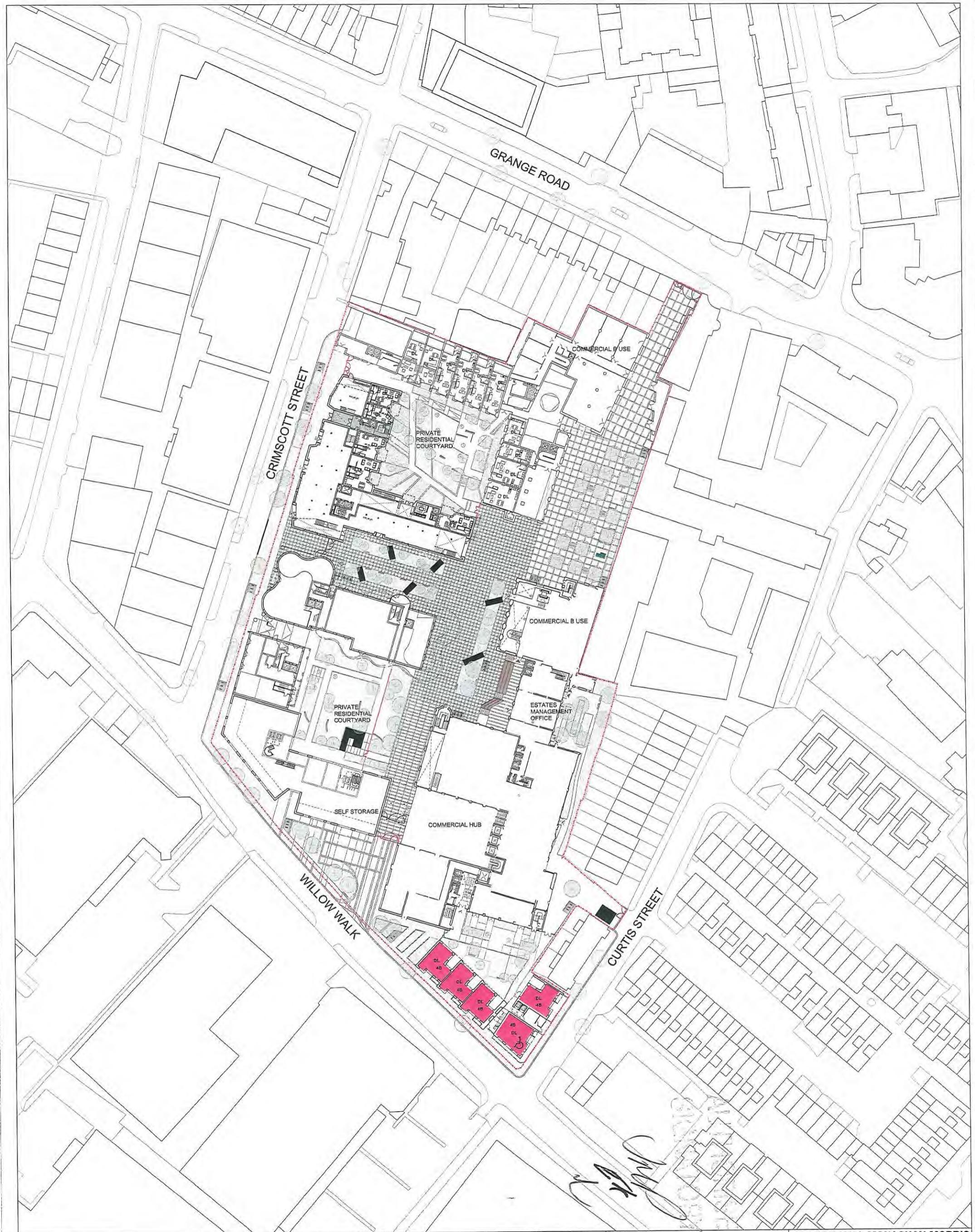
CONSULTANTS	
CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOV
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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LOCATION



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Job title:
LONDON SQUARE BERMONDSEY
drawing title / location
PROPOSED PHASING PLAN
drawn by checked scale status
AB 1:500@A1; 1:1000@A3 INFORMATION
project zone type classification drawing no revision
12144 - - [00] P006 P05



KEY
0 5 10 15 20 30m

Site Boundary

Rent Housing
1 Bed
2 Bed
3 Bed+ (4B = 4 Bed)

Others

Wheelchair adaptable DL/DU Duplex Lower/Upper Floor

REV. DATE
DD 15/11/16 Issued for Information

CONSULTANTS

CLIENT: LONDON SQUARE
PLANNING CONSULTANT: DP9
MASTERPLAN ARCHITECT: AHMM ARCHITECTS
ARCHITECT PLOT 1: COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6: AHMM ARCHITECTS
ARCHITECT PLOT 3: STUDIO EGRET WEST
LANDSCAPE ARCHITECT: TOWNSHEND
MECHANICAL ENGINEER: DESCOP
STRUCTURAL ENGINEER: WATERMAN GROUP
TOWNSCAPE CONSULTANT: PROF. R. TAVERNER
TRANSPORT ENGINEER: WSP
WASTE CONSULTANT: WSP

NOTE

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LOCATION

ALLFORD HALL MONAGHAN MORRIS

ARCHITECTS LTD
MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

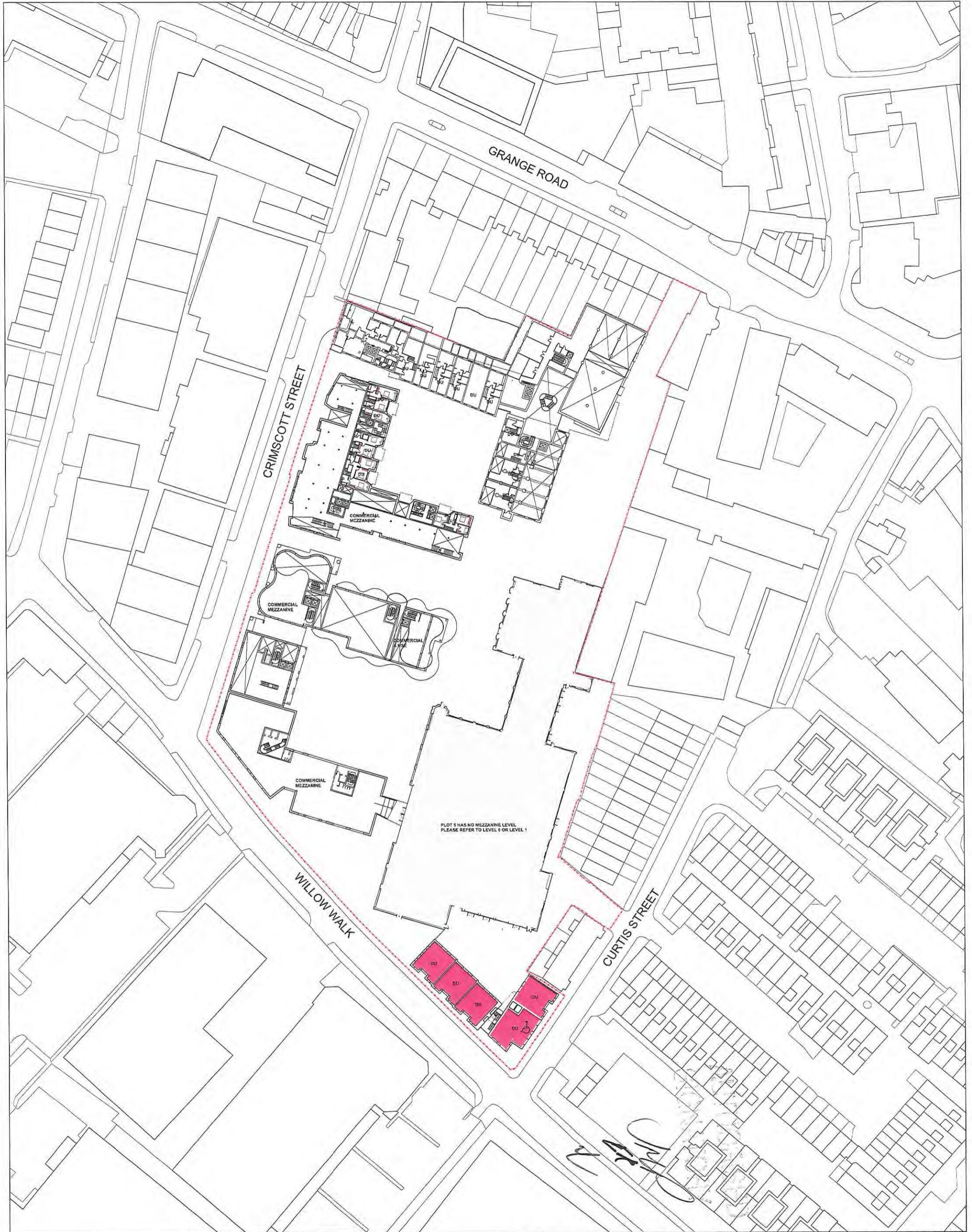
Job title: LONDON SQUARE BERMONDSEY

drawing title / location: LEVEL 0 GROUND FLOOR PLAN

SOCIAL RENT

drawn by: checked: scale: status:
JD AB 1:500@A1; 1:1000@A3 INFORMATION

Project	zone	type	classification	drawing no.	revision
12144	-	-	[SK]	154	00



KEY
0 5 10 15 20 30m

Site Boundary

Rent Housing
1 Bed
2 Bed
3 Bed+ (4B = 4 Bed)

Others
Wheelchair
adaptable

DL/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

NOTE

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LOCATION

Architects Ltd
Architects, 5-23 Old Street, London EC1V 9HL
Tel: 020 7251 5281 Fax: 020 7251 5123 Web: www.AHMM.co.uk

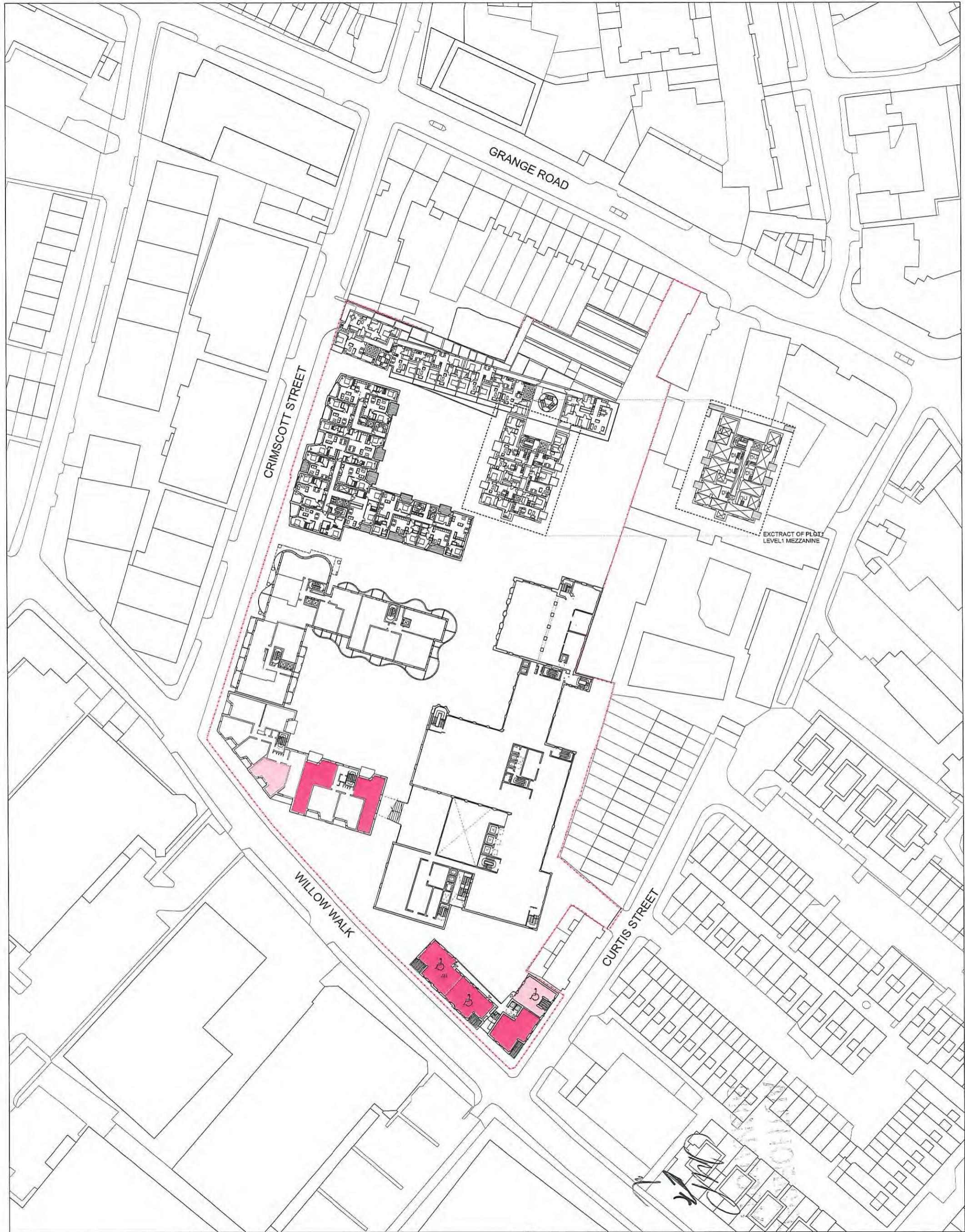
Job title

LONDON SQUARE BERMONDSEY

drawing title / location

LEVEL 0 MEZZANINE FLOOR PLAN
SOCIAL RENT

drawn by	checked	scale	status
JD	AB	1:500@A1; 1:1000@A3	INFORMATION
project	zone	type	classification
12144	-	-	[SK] 155 00



KEY
0 5 10 15 20 30m

Site Boundary

Rent Housing
1 Bed
2 Bed
3 Bed+ (4B = 4 Bed)

Others
Wheelchair
adaptable

DU/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

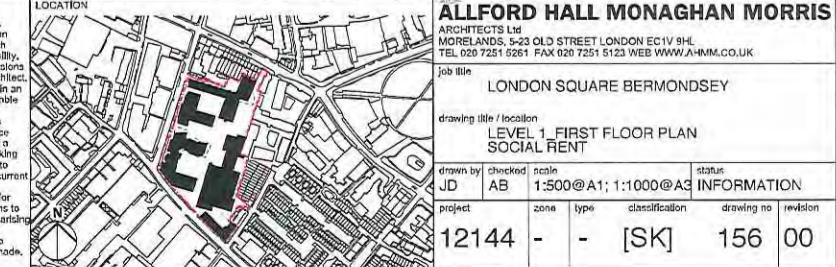
CONSULTANTS

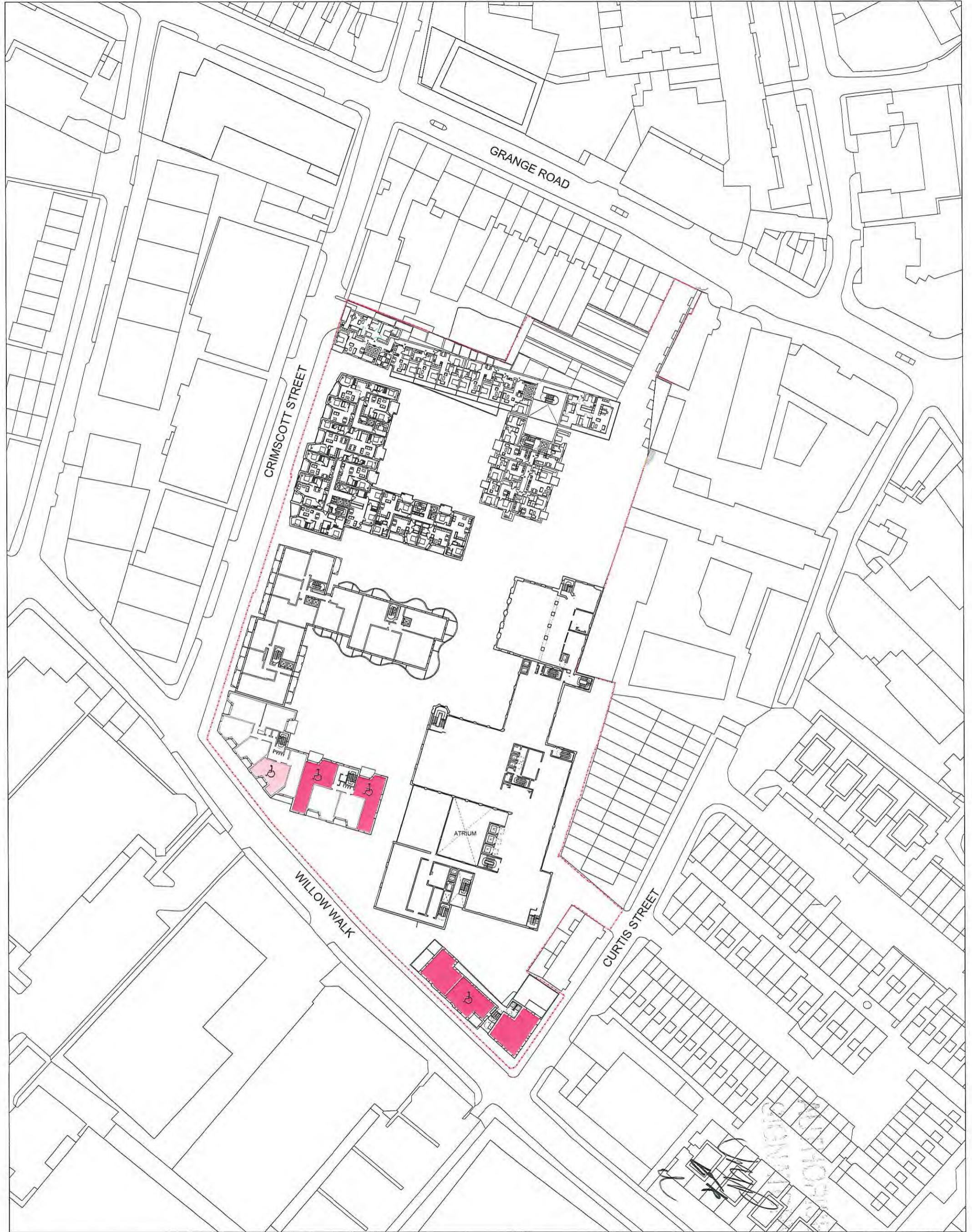
CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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LOCATION





KEY
0 5 10 15 20 30m
Site Boundary

REV DATE
00 16/11/16 Issued for Information

CONSULTANTS

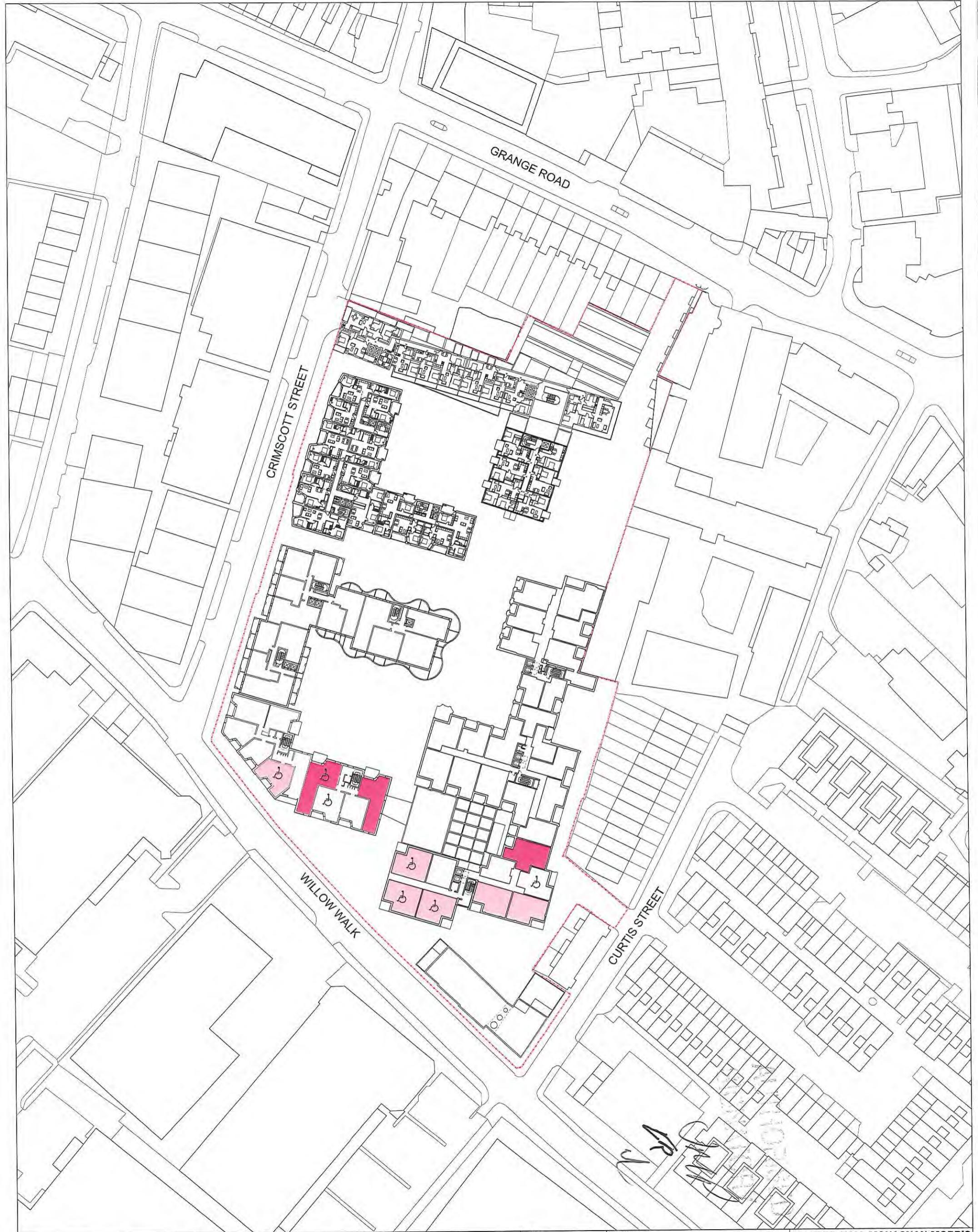
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PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDI EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PRCF, R. TAVERNOIR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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LOCATION





KEY
0 5 10 15 20 30m

REV. DATE
00 16/11/16 Issues for Information

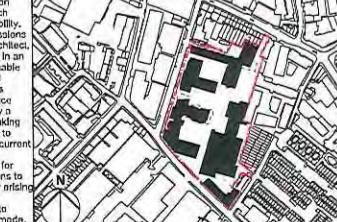
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DPS
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,8:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Job Ref: LONDON SQUARE BERMONDSEY

drawing title / location

LEVEL 3, THIRD FLOOR PLAN
SOCIAL RENT

drawn by	checked	scale	status
JD		1:500@A1; 1:1000@A3	INFORMATION
	AB		
project	zone	type classification	drawing no. ref/line

12144 - - [SK] 158 00

Site Boundary

Rent Housing

1 Bed

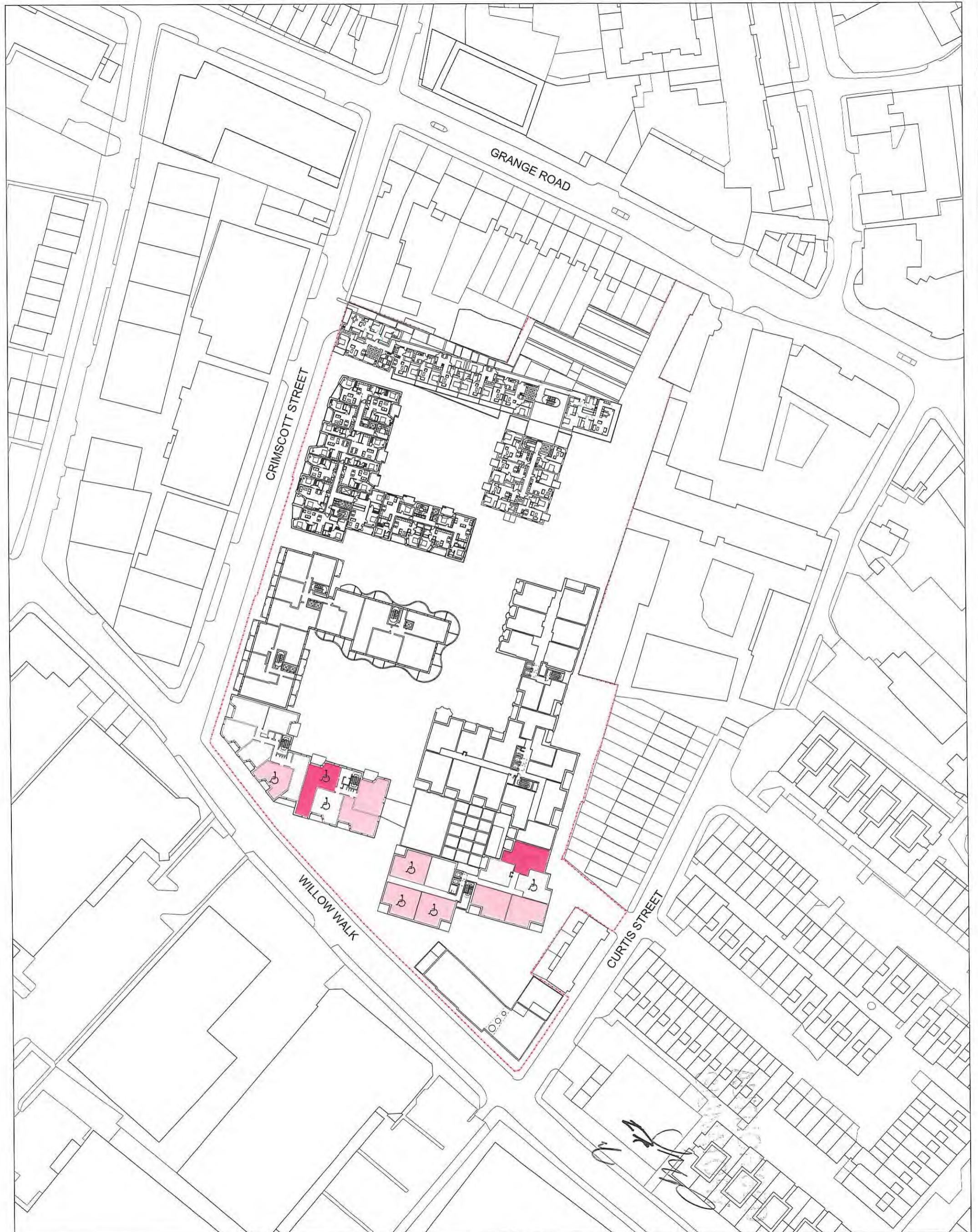
2 Bed

3 Bed+

Others

Wheelchair adaptable

DLDU Duplex Lower/Upper Floor



KEY
0 5 10 15 20 30m

Site Boundary

Rent Housing

1 Bed

2 Bed

3 Bed+

Others

Wheelchair
adaptable

DU/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/15 Issued for Information

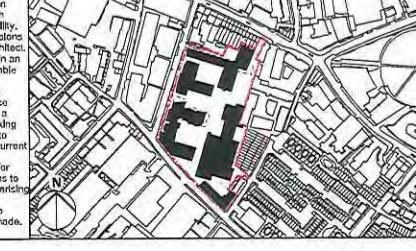
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,8:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET/WEST
LANDSCAPE ARCHITECT:	TOWNSCAPE
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNER
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Job title: LONDON SQUARE BERMONDSEY

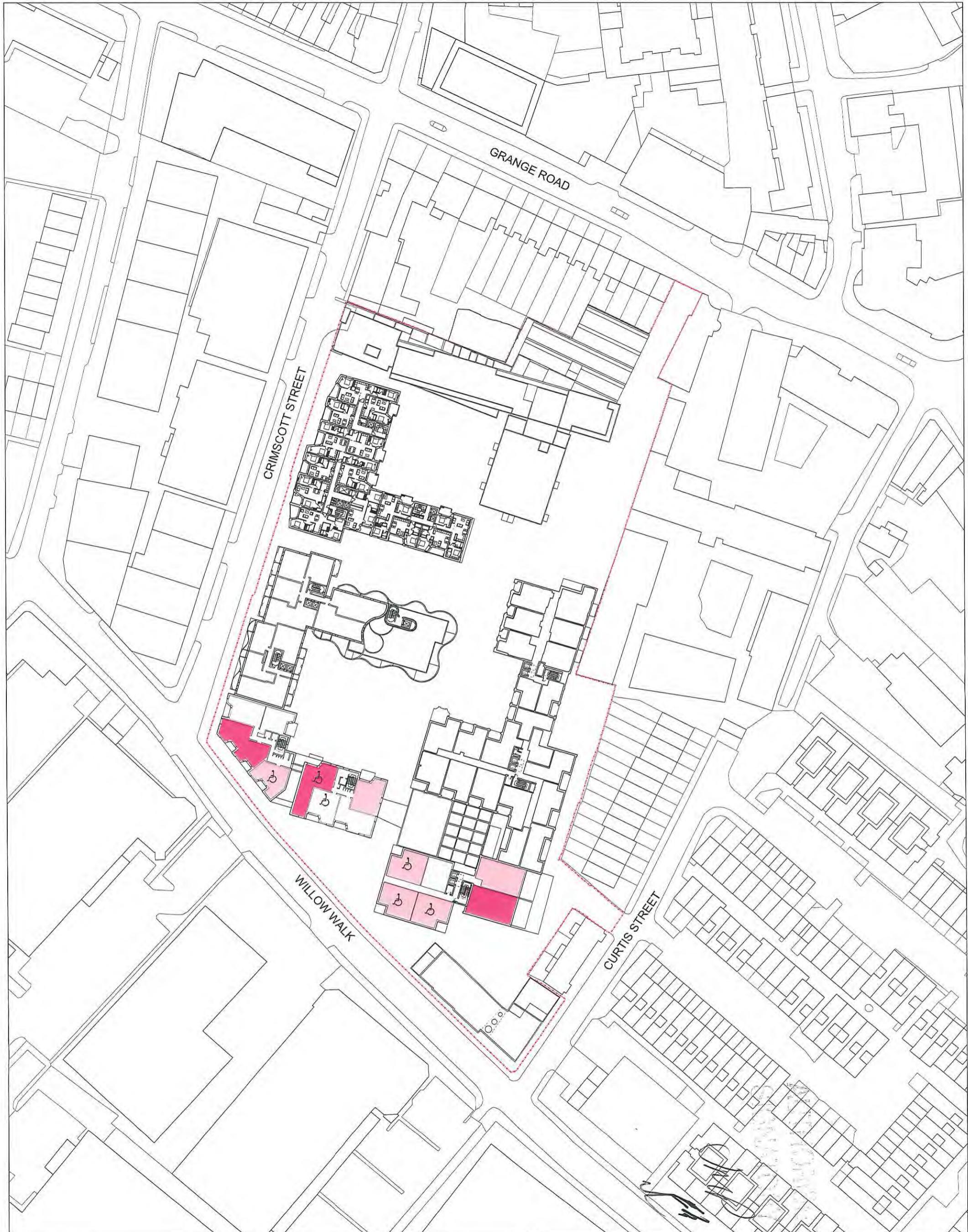
drawing file / location: LEVEL 4 FOURTH FLOOR PLAN

SOCIAL RENT

drawn by: checked by: scale: 1:500@A1; 1:1000@A3 INFORMATION

project: zone: type: classification: drawing no: revision:

12144 - - [SK] 159 00



KEY
0 5 10 15 20 30m
Site Boundary

REV DATE
00 16/11/16 Issued for Information

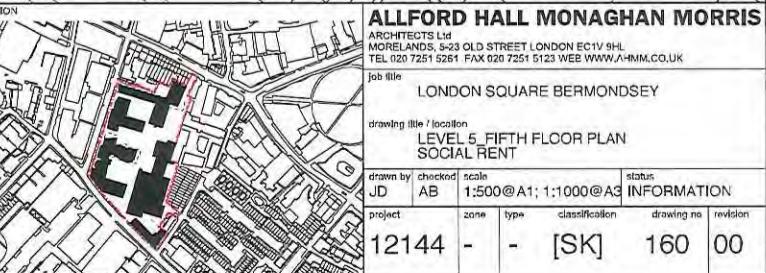
CONSULTANTS

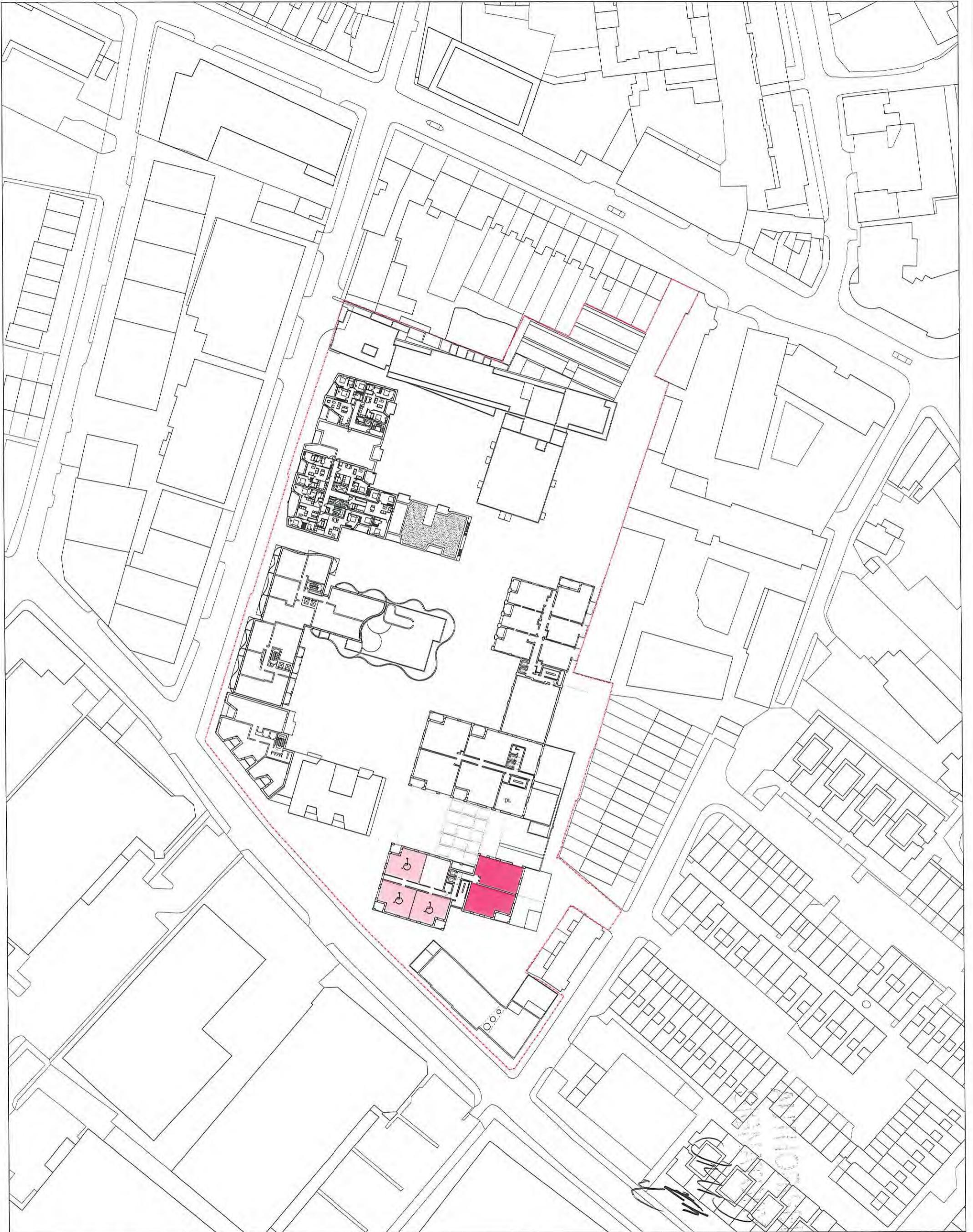
CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 7,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNER
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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LOCATION





KEY
0 5 10 15 20 30m

Site Boundary

Rent Housing

1 Bed

2 Bed

3 Bed+

Others

Wheelchair adaptable DL/DU Duplex Lower/Upper Floor

REV DATE
00 10/11/16 Issued for Information

CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DPP
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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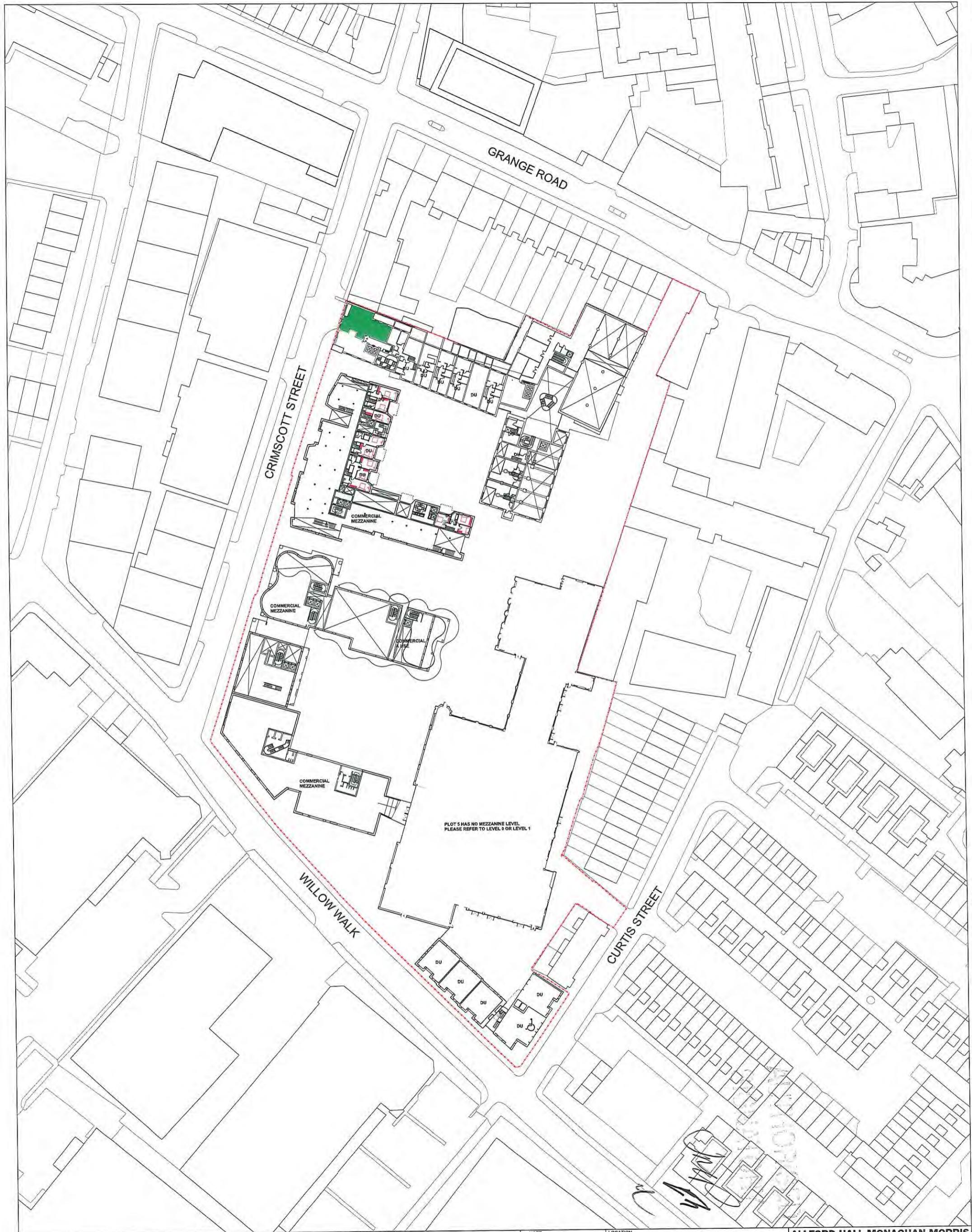
ARCHITECTS Ltd
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TEL 020 7281 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Job Ref: LONDON SQUARE BERMONDSEY

drawing title / location LEVEL 6 SIXTH FLOOR PLAN

SOCIAL RENT

drawn by	checked	scale	status
JD	AB	1:500 @ A1; 1:1000 @ A3	INFORMATION
project	zone	type	classification
12144	-	[SK]	161 00



KEY
0 5 10 15 20 30m

REV DATE
00 16/11/16 Issued for Information

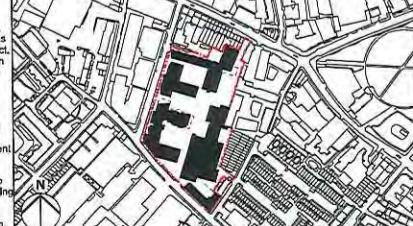
CONSULTANTS

CLIENT: LONDON SQUARE
PLANNING CONSULTANT: DP9
MASTERPLAN ARCHITECT: AHMM ARCHITECTS
ARCHITECT PLOT 1: COFFEY ARCHITECTS
ARCHITECT PLOT 2&5B: AHMM ARCHITECTS
ARCHITECT PLOT 3: STUDIO EGRET WEST
LANDSCAPE ARCHITECT: TOWNSHEND
MECHANICAL ENGINEER: DESCO
STRUCTURAL ENGINEER: WATERMAN GROUP
TOWNSCAPE CONSULTANT: PROF. R. TAVERNOV
TRANSPORT ENGINEER: WSP
WASTE CONSULTANT: WSP

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Job title: LONDON SQUARE BERMONDSEY

drawing title / location: LEVEL 0_MEZZANINE FLOOR PLAN SHARED OWNERSHIP

drawn by: checked: scale: status:
JD AB 1:500@A1; 1:1000@A3 INFORMATION

project zone type classification drawing no revision

12144 - - [SK] 146 00

Site Boundary

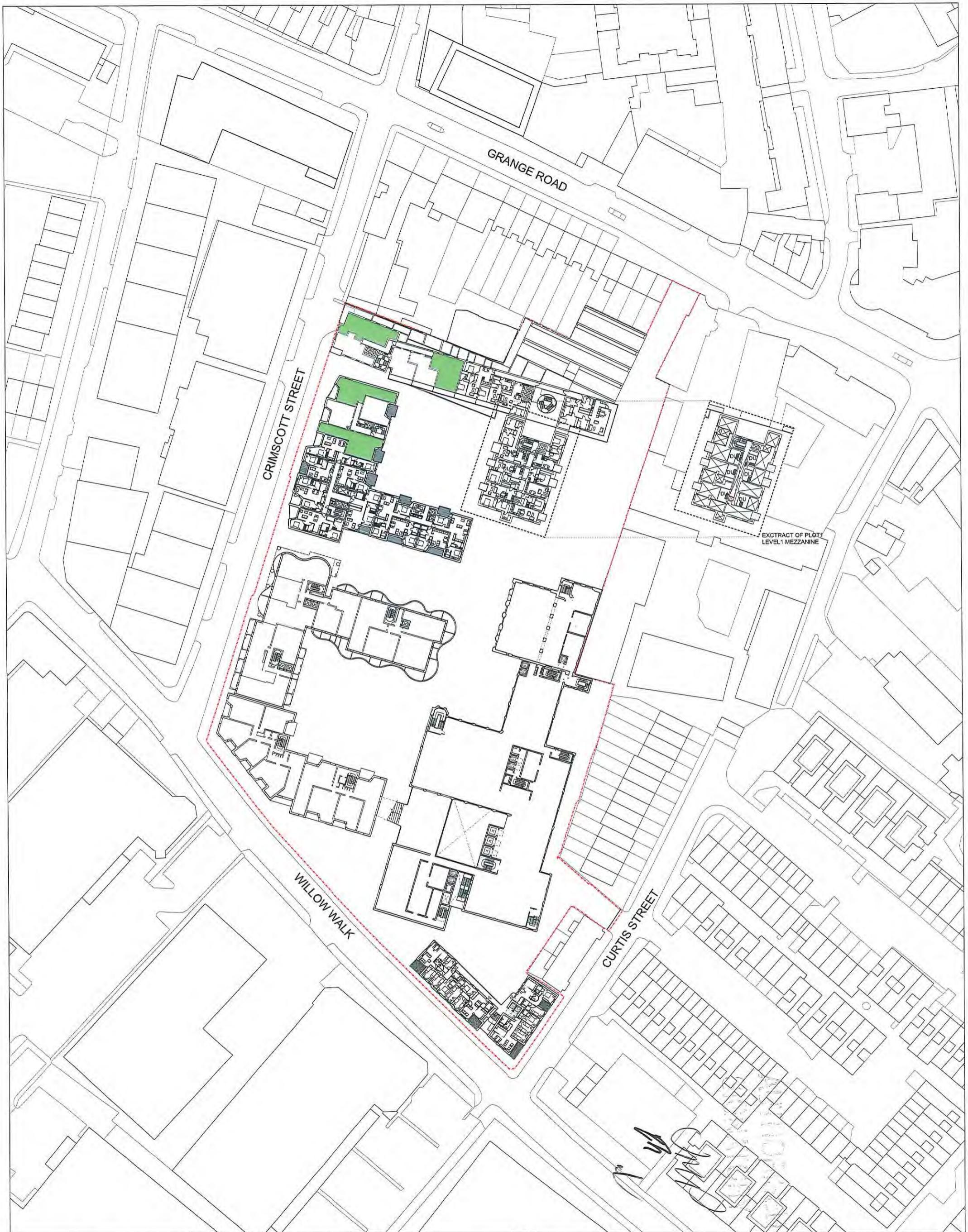
Intermediate Housing

1 Bed
2 Bed
3 Bed+

Others

Wheelchair adaptable

DL/DU Duplex Lower/Upper Floor



KEY
0 5 10 15 20 30m

Site Boundary

Intermediate Housing

1 Bed

2 Bed

3 Bed+

Others

Wheelchair adaptable DL/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

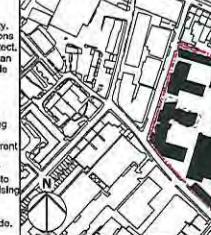
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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Job title

LONDON SQUARE BERMONDSEY

drawing title / location

LEVEL 1 FIRST FLOOR PLAN
SHARED OWNERSHIP

drawn by	checked	scale	status
JD	AB	1:500@A1; 1:1000@A3	INFORMATION
project	zone	type	classification
12144	-	-	[SK] 147 00



KEY
0 5 10 15 20 30m

Site Boundary

Intermediate Housing

1 Bed
2 Bed
3 Bed+

Others

Wheelchair adaptable DL/DU Duplex Lower/Upper Floor

REV DATE
00 15/11/16 Issued for Information

CONSULTANTS

CLIENT: LONDON SQUARE
PLANNING CONSULTANT: DP9
MASTERPLAN ARCHITECT: AHMM ARCHITECTS
ARCHITECT PLOT 1: COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6: AHMM ARCHITECTS
ARCHITECT PLOT 3: STUDIO EGRET WEST
LANDSCAPE ARCHITECT: TOWNSHEND
MECHANICAL ENGINEER: DESCOP
STRUCTURAL ENGINEER: WATERMAN GROUP
TOWNSCAPE CONSULTANT: PROF. R. TAVERNO
TRANSPORT ENGINEER: WSP
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Job title: LONDON SQUARE BERMONDSEY

drawing title / location: LEVEL 2, SECOND FLOOR PLAN SHARED OWNERSHIP

drawn by	checked	scale		
JD	AB	1:500@A1; 1:1000@A3	INFORMATION	
project	zone	type	classification	drawing no
12144	-	-	[SK]	148 00



KEY
0 5 10 15 20 30m

Site Boundary

Intermediate Housing

1 Bed

2 Bed

3 Bed+

Others

Wheelchair adaptable

DL/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

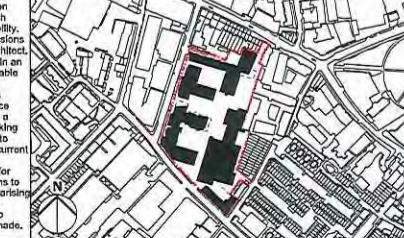
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNO
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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TEL: 020 7251 5261 FAX: 020 7251 5123 WEB: WWW.AHMM.CO.UK

Job title
LONDON SQUARE BERMONDSEY

drawing title / location
LEVEL 3, THIRD FLOOR PLAN
SHARED OWNERSHIP

drawn by	checked	scale	status
JD	AB	1:500@A1; 1:1000@A3	INFORMATION
project	zone	type	classification
12144	-	-	[SK] 149 00



KEY
0 5 10 15 20 30m

Site Boundary

Intermediate Housing

1 Bed

2 Bed

3 Bed+

Others

Wheelchair adaptable

DL/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

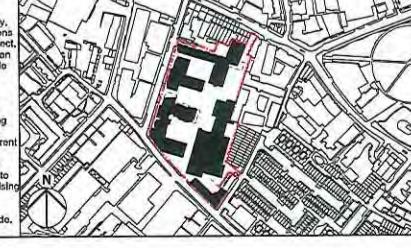
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
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TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Job title LONDON SQUARE BERMONDSEY

drawing title / location LEVEL 4, FOURTH FLOOR PLAN

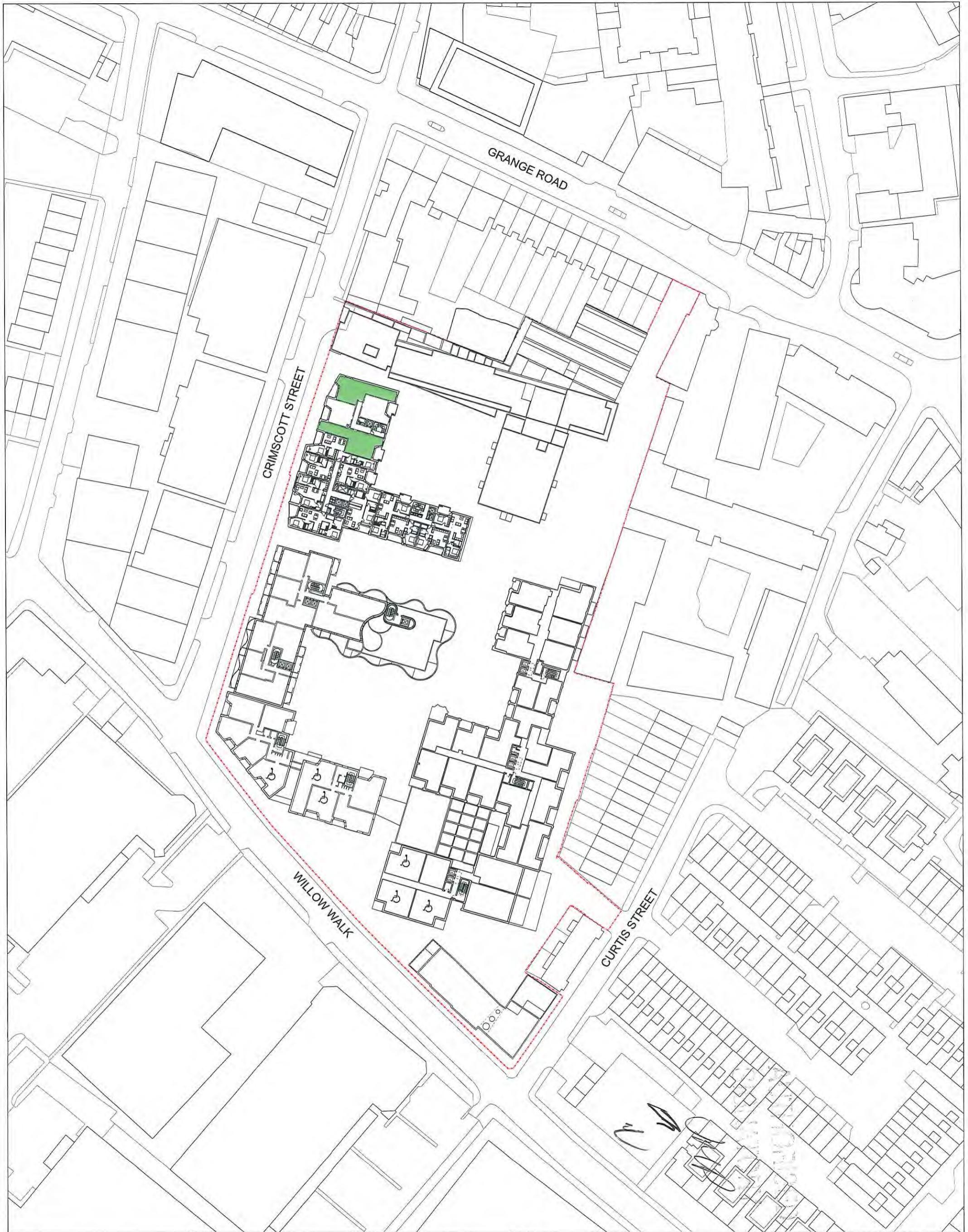
SHARED OWNERSHIP

drawn by checked scale status

JD AB 1:500@A1; 1:1000@A3 INFORMATION

project zone type classification drawing no revision

12144 - - [SK] 150 00



KEY
0 5 10 15 20 30m
Site Boundary

Intermediate Housing
1 Bed
2 Bed
3 Bed+

Others
Wheelchair adaptable

DL/DU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

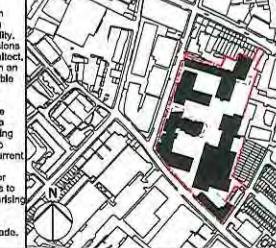
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDI EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

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LOCATION



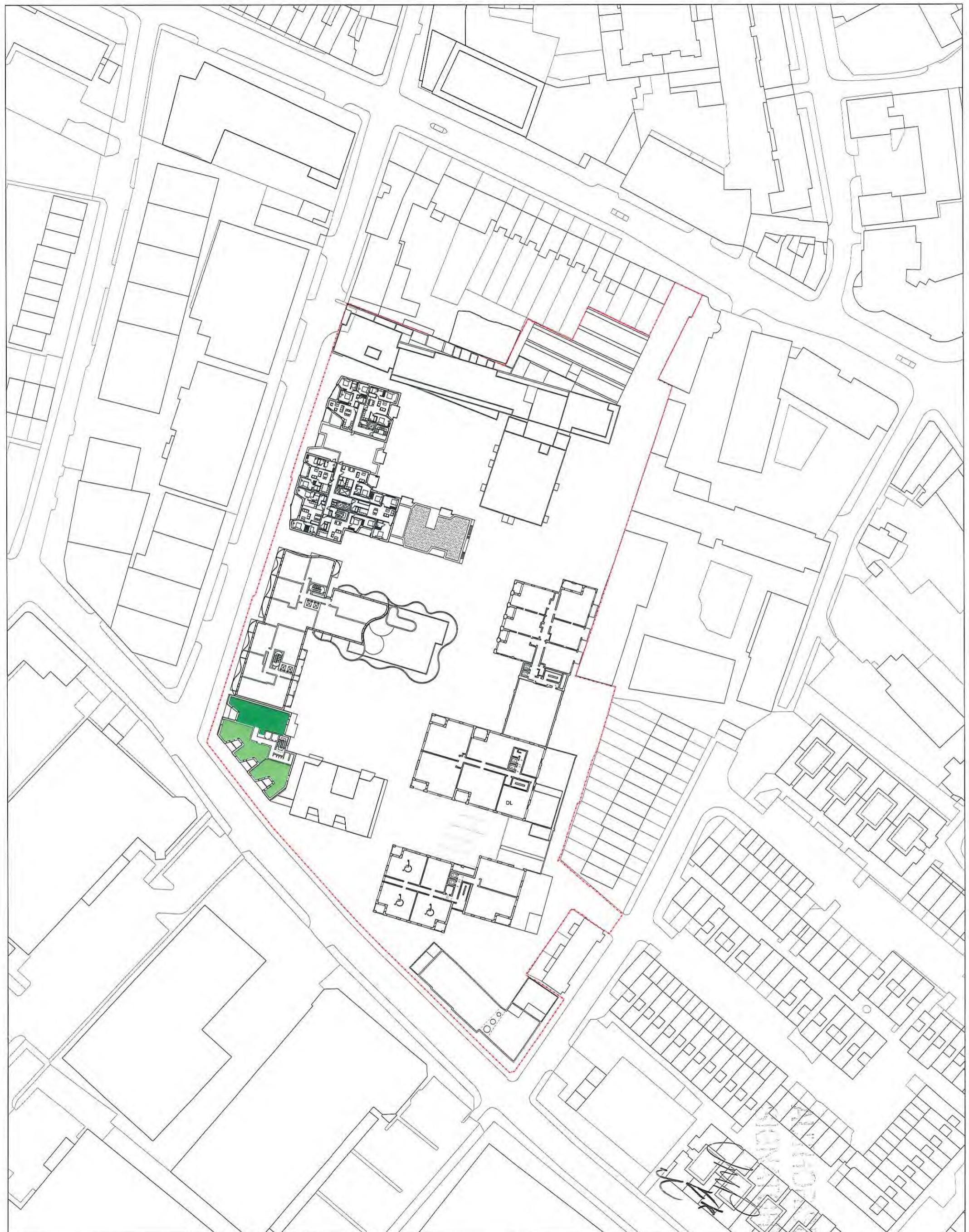
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MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL
TEL 020 7251 5281 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK

Job title: LONDON SQUARE BERMONDSEY

drawing title / location: LEVEL 5_FIFTH FLOOR PLAN SHARED OWNERSHIP

drawn by	checked	scale	status
JD	AB	1:500 @ A1; 1:1000 @ A3	INFORMATION
project	zone	type	classification
12144	-	-	[SK] 151 00



KEY
0 5 10 15 20 30m
Site Boundary

Intermediate Housing
1 Bed
2 Bed
3 Bed+

Others

Wheelchair adaptable
DLDU Duplex Lower/Upper Floor

REV DATE
00 16/11/16 Issued for Information

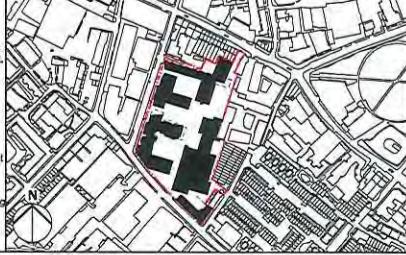
CONSULTANTS

CLIENT:	LONDON SQUARE
PLANNING CONSULTANT:	DP9
MASTERPLAN ARCHITECT:	AHMM ARCHITECTS
ARCHITECT PLOT 1:	COFFEY ARCHITECTS
ARCHITECT PLOT 2,4,5,6:	AHMM ARCHITECTS
ARCHITECT PLOT 3:	STUDIO EGRET WEST
LANDSCAPE ARCHITECT:	TOWNSHEND
MECHANICAL ENGINEER:	DESCO
STRUCTURAL ENGINEER:	WATERMAN GROUP
TOWNSCAPE CONSULTANT:	PROF. R. TAVERNOR
TRANSPORT ENGINEER:	WSP
WASTE CONSULTANT:	WSP

NOTE

1. Do not scale from this drawing.
2. All dimensions to be checked on site by the contractor and such dimensions to be his responsibility.
3. Report all discrepancies to the architect.
4. This document may be issued in an uncontrolled PDF format to enable others to use it as background information to make alterations and/or additions. In that instance, the contractor must use a PDF version. It is for those making such alterations and additions to ensure that they make use of current AHMM Ltd accepts no liability for any such alterations or additions to the document, its location or arising out of changes to background information which occur prior to alterations of additions being made.

LOCATION



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Job title
LONDON SQUARE BERMONDSEY

drawing title / location
LEVEL 6 SIXTH FLOOR PLAN
SHARED OWNERSHIP

drawn by	checked	scale	status
JD	AB	1:500@A1; 1:1000@A3	INFORMATION
project	zone	type	classification
12144	-	-	[SK] 152 00

“Bus Stop Contribution”	means the sum of £50,000 (fifty thousand pounds) Index Linked to be paid by the Owner to the Council in accordance with paragraph 1.5 of Schedule 7 and given by the Council to Transport for London to enable Transport for London to improve two existing bus stops in the vicinity of the Development ;
“Car Club”	means the Car Club to be promoted by the Owner and to be operated in accordance with the Car Club Scheme;
“Car Club On Street Space”	means the provision of one Car Club Space on the highway the location of which shall be approved in writing by the Council;
“Car Club Operator”	means a Car Club operator approved in writing by the Council and which shall be a member of the trade organisation Car Plus;
“Car Club Scheme”	means a scheme to be submitted by the Owner to the Council in accordance with paragraph 2.1 of Schedule 5 setting out the proposed agreement with the Car Club Operator including any financial arrangements and the detail of the provision of three years' free Car Club membership for eligible residents of the Development and to include details of the Car Club On Street Space;
“Commercial Units”	means any individual unit or units re-configured from or any part of the floorspace comprised in the Development and being within Classes A1 to A3, B1, B8, and D1 as defined by the Town and Country Planning (Use Classes) Order 1987 (as amended) and in force at the date of this Agreement but excluding the Artists' Workspace Areas;
“Commercial Units Management Plan”	means a strategy to be submitted to the Council by the Owner to maximize the potential of the Commercial Units to form a successful business and community quarter and to include (without limitation)
	(a) a scheme for the appointment of a Workspace Provider or Workspace Providers, and
	(b) details of the marketing strategy to be undertaken by the Workspace Provider, and
	(c) details of the strategy for managing the Commercial Units
“Completion”	(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 Owner's duly appointed architect or other project consultant designated by the Owner 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 Owner's architect or other project consultant designated by the Owner for that purpose,

and "Complete" and "Completed" and "Completion Date" and cognate expressions shall be construed accordingly.

"Confirmation Certificate" means a written confirmation issued by the Surveyor confirming that the Artists' Workspace Area concerned has been constructed in accordance with the Artists' Workspace Specification;

"Connection Notice" means a written notice served on the Owner by the Council under paragraph 1.5 of Schedule 9;

"Construction Industry Apprenticeships" shall mean apprenticeships operating under a statutory apprenticeship agreement to be provided in construction related trades and occupations on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services, during the period of construction of the Development;

"Construction Industry Employment Contact" shall mean a named individual who is either an employee of the Owner or a contractor appointed by the Owner and who shall be based with the team contracted to construct the Development during the Construction Industry Employment Contract Period and whose role shall be to provide such training and support as is necessary to enable Unemployed Borough Residents to access Sustained Construction Industry Employment in accordance with the Employment and Skills Methodology;

"Construction Industry Employment Contact Period" shall mean a period of time from the Implementation Date to be agreed in writing with the Council prior to Implementation;

"Construction Industry Employment and" shall mean the sum as calculated by the Council in accordance with the formula in paragraph 4.1 of Schedule 4 to be expended by the Council

Training Contribution”	upon supporting Unemployed Borough Residents, including but not limited to, the provision of appropriate training, in order for Unemployed Borough Residents to access Sustained Construction Industry Employment;
“Construction Industry Employment and Training Report”	shall mean a quarterly report to the Council about the work of the Construction Industry Employment Contact including, but not limited to, information about progress toward achievement of the targets outlined in paragraphs 3.1 to 3.3 of Schedule 4, such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;
“Core Strategy”	means The Core Strategy 2011;
“Cycle Hire Docking Station”	means a facility on or within the vicinity of the Site the location of which is to be identified by the Owner and agreed with the Council and Transport for London comprising cycle hire facilities accommodating a total of 36 cycles;
“Cycle Hire Docking Station Contribution”	means the sum of £200,000 (two hundred thousand pounds) Index Linked to be paid by the Owner to the Council in accordance with paragraph 1.5 of Schedule 7 and given by the Council to Transport for London to enable Transport for London to provide the Cycle Hire Docking Station;
“Deferred Affordable Housing Payment”	means an amount equivalent to the maximum reasonable number of Deferred Affordable Housing Units that could viably be delivered as part of the Development (up to the Policy Compliant Level) determined by the Viability Review Update and which may be payable by the Owner to the Council in accordance with paragraph 6 of Part 3 of Schedule 2 and to be applied by the Council towards the construction, provision and delivery of Affordable Housing in the Borough or to be allocated by the Council into a managed pool of funds operated and used for the same purpose, namely the construction, provision or delivery of Affordable Housing via the Council's Direct Delivery Programme (or such other successor programme extant from time to time);
“Deferred Affordable Housing Payment Scheme”	means a detailed calculation and justification of the Deferred Affordable Housing Payment;
“Deferred Affordable	means a scheme submitted by the Owner to the Council for its approval

Housing Scheme”	in writing setting out a method to secure the Deferred Affordable Housing Units (or off-site Affordable Housing dwellings) including details as to their quantum, tenure, size and location;
“Deferred Affordable Housing Units”	means additional Affordable Housing dwellings that can be delivered on Site by the Owner based on the maximum reasonable number that could viably be delivered as part of the Development and as determined by the Viability Review Update;
“Demolition”	means the taking down of the existing buildings on the Site or any substantial part thereof but excludes inter alia the removal of doors, flooring, fixtures, services and temporary structures including room partitions and ‘Demolish’ shall be construed accordingly;
“Developer”	means the party of the third part hereto which shall include its successors and assigns from time to time;
“Development”	means the demolition of four existing buildings and electricity substation and the development of a phased mixed-use scheme ranging from 3 - 9 storeys plus basements (maximum height 34.03m AOD) comprising a series of new buildings and retained/refurbished/extended buildings to provide a total of 19,468sqm (GIA) of commercial, retail, art gallery and storage floorspace (Use Classes A1, A2, A3, B1, B8 and D1) and 406 residential units (Use Class C3) plus associated highway and public realm works, landscaping, car and cycle parking, infrastructure works and associated works;
“Development Plan”	means the Southwark Plan, The Core Strategy, AAPs and the London Plan;
“Direct Delivery Programme”	means a programme implemented by the Council for the delivery of new affordable housing financed by the Council's affordable housing fund;
“Dispose”	The occurrence of any of the following: - <ul style="list-style-type: none"> (i) the grant of any lease on Shared Ownership Terms or any other lease or tenancy in respect of any Dwelling(s) on the Site; (ii) the completion of a contract or option for the sale or lease or tenancy of any Dwelling(s) on the Site; and (iii) the completion of an assignment of a lease or tenancy in respect of any Dwelling(s) on the Site,

	and "Disposal" shall be construed accordingly and the date upon which any of the above events occur in respect of any Dwelling(s) shall be deemed the Disposal Date;
"District CHP"	means SELCHP or an alternative strategic district central heating and power plant network which the Council or energy services company may propose to implement to serve existing and new developments including the Site ;
"Dwelling"	means any dwelling constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly;
"Employment and Skills Methodology"	shall mean a methodology to secure the appointment of a Construction Industry Employment Contact and which specifies the responsibilities of the post as outlined in Paragraph 1.1.3 of Schedule 4 and the method by which the key outputs of the post will be achieved;
"Employment in the End Use Contribution"	shall mean the sum as calculated in accordance with the formula in paragraph 5.6.1 of Schedule 4 and to be used by the Council to support Unemployed Borough Residents into Sustained Employment;
"End Use of the Development"	shall mean the use or uses of the Development as authorised by the Planning Permission following first Occupation;
"ESCO"	means an energy service company being a supplier of heating and other ancillary services from the District CHP;
"Estate Management Strategy"	means a strategy to be submitted by the Owner to the Council in accordance with paragraph 1.1 of Schedule 6 for its approval in writing setting out the long term management and maintenance functions of the Owner in relation to some or all of the elements of the Development and in particular those elements referred to at paragraphs 1.1.1 to 1.1.4 of Schedule 6;
"Exchange of Contracts"	means contracts for the sale or the grant of a lease for the dwelling concerned have been exchanged in accordance with the requirements of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 (and "Exchange of Contracts") shall be construed accordingly;
"GLA Contributions"	means Payment 1 of the Additional Bus Capacity Contribution, the Bus Stop Contribution, the Cycle Hire Docking Station Contribution and the Legible London Signage contribution ;

“Habitable Room”	means a room with at least one window within a Dwelling which room is:
	(a) capable of use for sleeping, living or dining; or
	(b) a kitchen with an overall floor area of not less than 11 m2
	But excluding in all cases toilets, bathrooms, landings, halls and lobbies
	PROVIDED ALWAYS that any room in excess of 27.5 m2 will be treated as 2 (two) Habitable Rooms in the determination of the quantum of Affordable Housing provision;
“Highway Agreements”	means any agreement(s) between the Owner and the Council pursuant to section 278 (and if applicable section 38) of the Highways Act 1980 to secure and authorise the Owner to carry out the Highway Works and (unless otherwise agreed between the Owner and the Council) the Highways Agreement(s) will include (without limitation) provisions for:
	(a) the Highways Works to be secured in the sum of the Highways Works Bond;
	(b) the Owner to carry out the Highways Works in accordance with the approved Highways Works Specification at its own cost and at no cost to the Council; and
	(c) the security relating to the amount of the Highway Works to be delivered prior to the commencement of the Highway Works;
“Highway Works”	means the provision by the Owner of the Phase 1 Highways works the Phase 2 Highway Works and the Phase 3 Highway Works ;
“Highway Works Bond”	means the deposit, bond, guarantee, surety or similar security relating to the Highway Works in a sum equivalent to the estimated cost of the Highway Works plus ten per cent Index Linked to be agreed with the Council;
“Highway Works Phasing Plan”	means Plan 70004864-S278-001B annexed hereto;
“Highway Works Specification”	means a detailed design specification of the Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Owner and approved by the Council in writing (as local planning authority and highway authority) on or before the date the

	Owner and the Council (as highway authority) enter into the Highway Works Agreement;
"Implementation Date"	means the date upon which a material operation as defined in section 56(4) of the 1990 Act (save for any works of Demolition, site clearance, service diversion or replacement, the construction of replacement substations and associated works, soil investigation or decontamination, the erection of temporary hoardings fences or haul roads or other temporary works, works to the highway, or other analogous temporary works) shall be first carried out in respect of the Development upon the Site (or the land concerned within the Site) and references to "Implementation" and "Implement" shall be construed accordingly;
"Index"	means the Retail Prices Index (RPI) all items excluding mortgage interest (RPIX) published by the Office for National Statistics to be applied in accordance with clause 14;
"Index Linked"	means increased (if applicable) in accordance with clause 14;
"Intermediate Housing"	means homes for sale and rent provided at a cost above social rent but below market levels which can include Shared Ownership;
"Legible London Signage Contribution"	means the sum of £20,000 (twenty thousand pounds) Index Linked to be paid by the Owner to the Council in accordance with paragraph 1.5 of Schedule 7 and given by the Council to Transport for London to enable Transport for London to provide Legible London signage within the vicinity of the Development;
"Lessee"	The lessee of 61 Willow Walk within the Site who holds a 25 (twenty five) year lease from 12.4.2001 under title number TGL188831;
"London Housing Strategy"	means the statutory London housing strategy prepared and published by the Mayor of London pursuant to the Greater London Authority Act 1999 (as amended);
"London Plan 2015"	means the spatial development strategy for London consolidated with alterations since 2011;
"Loss of Employment Floorspace Contribution"	means the sum of £72,052 (seventy two thousand and fifty two pounds) Index Linked to be paid by the Owner to the Council in accordance with Paragraph 1.3 of Schedule 7 and to be used by the Council towards skills and employment programmes in the Borough;

"Marketing Period for Wheelchair Adaptable Shared Ownership Units"	means a period of at least 12 months from the Implementation Date for Phase I Development which shall end no earlier than three months before Completion of Phase 1 during which the Wheelchair Adaptable Shared Ownership Units shall be marketed in accordance with the provisions of paragraph 2 of Schedule 3;
"Marketing Period for Wheelchair Adaptable Remaining Units"	means; <ul style="list-style-type: none"> a) in relation to Phase I Development a period of at least 12 months from the Implementation Date for Phase I Development which shall end no earlier than three months before Completion of Phase 1 during which the Wheelchair Adaptable Remaining Units shall be marketed in accordance with the provisions of paragraph 3 of Schedule 3; b) in relation to Phase 2 Development a period of at least 12 months from the Implementation Date for Phase 2 Development which shall end no earlier than three months before Completion of Phase 2 during which the Wheelchair Adaptable Remaining Units shall be marketed in accordance with the provisions of paragraph 3 of Schedule 3;
"Memorandum"	means a memorandum required by and made in accordance with paragraph 8 of Part 3 of Schedule 2;
"NVQ Starts"	shall mean the commencement of a full National Vocational Qualification or equivalent vocational qualification, outside of a statutory apprenticeship agreement, by a person employed in Sustained Construction Industry Employment;
"Occupation"	means the first date upon which any part of the Site 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" shall be construed accordingly;
"Owner"	The party of the second part hereto which shall include its successors and assigns from time to time;
"Parties"	means the Council, the Owner and the Developer;
"Phase"	means the Phase I Development, the Phase 2 Development or the Phase 3 Development (as appropriate);

“Phase 1 Development”	means the land shown for identification purposes shaded grey and marked “Phase 1” on plan P006.P05 annexed hereto
“Phase 2 Development”	means the land shown for identification purposes shaded dark green and marked “Phase 2” on plan P006.P05 annexed hereto;
“Phase 3 Development”	means the land shown for identification purposes shaded light green and marked “Phase 3” on plan P006.P05 annexed hereto;
“Phase 1 Highway Works”	means the provision by the Owner of highways works connected with that part of the Development shown as Phase 1 on the Highway Works Phasing Plan and consisting of, but not limited to, the following:
a.	the repaving of the footway fronting the Development on Crimscott Street, Willow Walk, Curtis Street and Grange Road using materials in accordance with the SSDM;
b.	the construction of vehicle crossovers to the relevant standards in the SSDM;
c.	the relocation of the existing street lighting lamp columns on Crimscott Street to align with the proposed tree pits;
d.	the upgrade of the pedestrian crossing at the junction of Willow Walk and Curtis Street
e.	the provision of one on-street loading bay on Crimscott Street
f.	the provision of four new street trees on Crimscott Walk and Willow Walk
g.	the relocation of the motorcycle bay on Crimscott Street to a location to be agreed in writing with the Council as highway authority
h.	the construction of the highway on the land between the public highway and the building line around the Development as shown speckled blue on the Highway Works Phasing Plan ;
“Phase 2 Highway Works”	means the provision by the Owner of highways works connected with that part of the Development shown as Phase 2 on the Highway Works Phasing Plan consisting of, but not limited to, the following:
a.	the repaving of the footway fronting the Development on Curtis

Street using materials in accordance with the SSDM

“Phase 3 Highway Works”	means the provision by the Owner of highways works connected with that part of the Development shown as Phase 3 on the Highway Works Phasing Plan and consisting of, but not limited to, the following;
a.	the repavement of the footway fronting the Development on Crimscott Street, Willow Walk, using materials in accordance with the SSDM;
b.	the construction and adoption as highway of the land between the public highway and the building line around the Development as shown speckled green on the Highway Works Phasing Plan ;
c.	the upgrade of the pedestrian crossing at the junction of Willow Walk and Crimscott Street
d.	the relocation of the existing street lighting lamp columns on Crimscott Street to align with the proposed tree pits;
e.	the replacement of any carriageway damaged during the construction of the Development
f.	the replacement of any gully covers damaged during construction;
g.	the provision of five new street trees on Crimscott Walk and Willow Walk
h.	the provision of one on-street loading bay on Crimscott Street.
“Planning Permission”	means the planning permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;
“Policy Compliant Level”	(i) in respect of Affordable Housing Phase 1 the 42 Shared Ownership Units (being 23 x 1 bed, 18 x 2 bed and 1 x 3 bed) and the 42 Social Rented Units (being 8 x 1 bed, 18 x 2 bed, 10 x 3 bed and 6 x 4 bed) being 340 Habitable Rooms in total, and (ii) in respect of Affordable Housing Phase 2 the 3 Shared

	Ownership Units (being 2 x 2 bed and 1 x 3 bed) and the 48 Social Rented Units (being 31 x 1 bed, 8 x 2 bed, 9 x 3 bed being 187 Habitable Rooms in total
“Registered Provider”	A registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision), either:
	(1) drawn from the list of Registered Providers set out in Appendix 3 of the Affordable Housing Supplementary Planning Document (September 2008) attached hereto as Schedule 11 and not removed from the register pursuant to Section 4 of that Act, or
	(2) approved for the purposes of this Agreement in writing by the Council such approval not to be unreasonably withheld or delayed
“Relevant Report”	means a detailed report setting out and evidencing the Owner's reasons and justifications as to why any Viability Review submitted would not support any Deferred Affordable Housing Units or a Deferred Affordable Housing Payment;
“Remaining Units”	the 271 Dwellings (excluding the Affordable Housing Units) to be constructed upon the Site and references to “Remaining Unit” shall be construed as a single unit as the context permits;
“Residential Design Standards Supplementary Planning Document”	The Council's Residential Design Standards Supplementary Planning Document 2011;
“SELCHP”	means the SELCHP Energy Recovery Facility in Deptford
“Shared Ownership Marketing Period”	means;
	a) in relation to Affordable Housing Phase 1 a period of 3 months from the date that a Shared Ownership Unit is completed and available for viewing by potential purchasers during which the Shared Ownership Units shall be marketed in accordance with the provisions of paragraph 4 of Part 1 of Schedule 2;
	b) in relation to Affordable Housing Phase 2 a period of 3 months from the date that a Shared Ownership Unit is completed and available for viewing by potential purchasers during which the

Shared Ownership Units shall be marketed in accordance with the provisions of paragraph 4 of Part 1 of Schedule 2;

“Shared Ownership Pre-Marketing Period”	means
	a) in relation to a Affordable Housing Phase 1 a period of 2 months prior to Completion of Affordable Housing Phase 1 during which the Shared Ownership Units shall be marketed in accordance with the provisions of paragraph 3 of Part 1 of Schedule 2;
	b) in relation to Affordable Housing Phase 2 a period of 2 months prior to Completion of Affordable Housing Phase 2 during which the Shared Ownership Units shall be marketed in accordance with the provisions of paragraph 3 of Part 1 of Schedule 2;
“Shared Ownership Terms”	means a lease of an Affordable Housing Unit in the form of the Homes and Communities Agency standard lease or in the event that the Homes and Communities Agency should cease to exist an alternative form of lease approved by the Council and disposed of a type described in (a) of the definition of "disposed of on shared ownership terms" in Section 2(6) of the Housing Act 1996;
“Shared Ownership Units”	means 23 x 1 bed, 20 x 2 bed and 2 x 3 bed Affordable Housing Units shown for the purpose of identification only shaded green on plans SK14600, SK14700, SK14800, SK14900, SK15000, SK15100 and SK15200 annexed hereto to be made available on Shared Ownership Terms;
“Short Courses”	shall mean 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”	means the land known as Rich Industrial Estate, Crimscott Street, London SE1 5TE and Willow Walk, London SE1 and for the purpose of identification only shown for identification purposes edged red on plan P001.P03 annexed hereto;
“Site and Development”	means the Archaeology Contribution and the Loss of Employment

Contributions”	Floorspace Contribution;
“Skills and Employment Plan”	shall mean a plan which shall operate during the Skills and Employment Plan Period to secure Sustained Employment for up to 64 (sixty four) Unemployed Borough Residents in the End Use of the Development and which includes the matters outlined in paragraph 5.2 of Schedule 4;
“Skills and Employment Plan Period”	shall mean a period of eighteen months from first Occupation of the Development;
“Skills and Employment Plan Report”	shall mean a quarterly report to the Council about the implementation of the Skills and Employment Plan including, but not limited to, information about progress toward achievement of the target outlined in paragraph 5.2.1 of Schedule 4 such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;
“Social Rented Housing”	means housing owned and let by local authorities and private Registered Providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline formula rents are determined through the national rent regime (meaning the rent regime under which the social rents of tenants of social housing are set by the Homes and Communities Agency (or any successors thereto) with particular reference to the Guide to Social Rent Reforms (March 2001), Rent Influencing Regime Guidance October 2001) and The Regulatory Framework for Social Housing in England from April 2012: Annex A – Rent Standard Guidance March 2012;
“Social Rented Units”	means 39 x 1 bed, 26 x 2 bed, 19 x 3 bed, 6 x 4 bed, Affordable Housing Units shown for identification purposes shaded pink on plans SK15400, SK15500, SK15600, SK15700, SK15800, SK15900, SK16000 and SK16100 which shall be provided as Social Rented Housing;
“Southwark Education Business Alliance”	shall mean 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 2007 (saved policies 2013);
“Southwark Works”	shall mean 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;
“SSDM”	means Southwark Streetscape Design Manual;
“Staircasing”	means the purchase by the owner of a Shared Ownership Unit of additional equity in the Shared Ownership Unit in accordance with arrangements (including the minimum amount of additional equity that can be purchased on any occasion) as agreed between the Owner and the Registered Provider;
“Substantial Implementation”	means ground preparation works have been completed and the foundations for the core of the Development have been laid;
“Surveyor”	means a chartered construction or quantity surveyor being a chartered member of the Royal Institution of Chartered Surveyors for not less than 5 (five) years and having equivalent professional experience of construction and/or quantity surveying appointed by the Owner and approved by the Council;
“Sustainable Employment Opportunity”	shall mean a contract of employment of not less than 26 weeks;
“Sustained Construction Industry Employment”	shall mean Sustained Employment related to the Development and/or other development in the Borough including, but not limited to, employment in building and construction on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services;
“Sustained Employment”	shall mean a period of continuous employment of not less than 26 weeks;
“Transport for London”	means Transport for London whose registered office is situated at Windsor House, 42 – 50 Victoria Street, London SW1H 0TL and any successor in statutory function;
“Unemployed Borough Residents”	shall mean 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;
“Van Club”	means the Van Club to be promoted by the Owner and to be operated in accordance with the Van Club Scheme;
“Van Club On Street	means the provision of one Van Club space on the highway the location

Space”	of which shall be approved in writing by the Council;
“Van Club Operator”	means a Van Club operator approved in writing by the Council and which shall be a member of the trade organisation Car Plus;
“Van Club Scheme”	means a scheme to be submitted by the Owner to the Council in accordance with paragraph 2.1 of Schedule 5 setting out the proposed agreement with the Van Club Operator including any financial arrangements and the detail of the provision of 1 (one) year's free Van Club business account for the first Occupier of each of the Commercial and Affordable Workspace Units within the Development and to include details of the Van Club on Street Space;
“Viability Actual Value Review”	means an appraisal to be provided by the Owner (if required pursuant to Part 3 of Schedule 2) after the Development has been Substantially Implemented and the Exchange of Contracts in respect of at least 50% of the Remaining Units but before Occupation of more than 25% of the Remaining Units and which sets out the difference between the last Viability Review Update approved in writing by the Council and the actual viability of the Development (prepared in the same format and the same basis as the Viability Review Update) and where it is shown that there has been an improvement in the viability of the Development confirmation as to the Viability Actual Value Sum;
“Viability Actual Value Sum”	means a financial contribution equivalent to 50% of the improved viability of the Development up to the value of a Policy Compliant Level to be paid by the Owner to the Council in accordance with paragraph 10.3 of Part 3 of Schedule 2 and to be applied by the Council towards the construction, provision and delivery of Affordable Housing in the Borough or to be allocated by the Council into a managed pool of funds operated and used for the same purpose, namely the construction, provision or delivery of Affordable Housing via the Council's Direct Delivery Programme (or such other successor programme extant from time to time);
“Viability Review Update”	means a report relating to the Development as a whole submitted by the Owner after Substantial Implementation but before Occupation on the Affordable Housing Phase concerned in the event that the level of Affordable Housing on such Affordable Housing Phase has been reduced by agreement between the parties or by statutory procedure below the Policy Compliant Level which assesses the ability of the Development to deliver the maximum reasonable number of Deferred

	Affordable Housing dwellings or in default a Deferred Affordable Housing Payment that the Development can viably deliver based on the GLA Affordable Housing Toolkit Three Dragons model or such other model for evaluating the financial viability of developments of a similar kind to the Development as may be agreed between the Parties;
“Wheelchair Accessible Affordable Housing Units”	means the 28 (twenty eight) Social Rented Units to be provided for wheelchair users in accordance with paragraph 1 of Schedule 3 and designed in accordance with the guidance in paragraph 1.2.2 of Part One of Schedule 2;
“Wheelchair Adaptable Remaining Units”	means the 7 x 1 bed, 3 x 2 bed and 2 x 3 bed Remaining Units to be provided for wheelchair users;
“Wheelchair Adaptable Shared Ownership Units”	means the 2 (two) Shared Ownership Units to be provided for wheelchair users in accordance with paragraph 1 of Schedule 3 and designed in accordance with the guidance in paragraph 1.2.2 of Part One of Schedule 2;
“Wheelchair Affordable Housing Contribution”	the sum of ONE HUNDRED THOUSAND POUNDS (£100,000) Index Linked per Unit multiplied by the shortfall in the number of Wheelchair Accessible Affordable Housing Units and Wheelchair Adaptable Shared Ownership Units delivered by Completion of the Development to be paid by the Owner to the Council in-lieu of the provision of any Wheelchair Accessible Affordable Housing Unit or Wheelchair Adaptable Shared Ownership Unit pursuant to Schedule 3 this Agreement to be expended by the Council towards the provision of Affordable Housing in the Borough;
“Wheelchair Units”	means <ul style="list-style-type: none"> a) the Wheelchair Accessible Affordable Housing Units; and b) the Wheelchair Adaptable Remaining Units; and c) the Wheelchair Adaptable Shared Ownership Units; forming part of the Development to be provided in accordance with Schedule 3
“Wheelchair Parking Spaces”	means the parking spaces to be provided for the benefit of the 28 (twenty eight) Social Rented Units (or such lower number as the Council approves) which form part of the Wheelchair Accessible Affordable

	Housing Units;
"Working Days"	means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays;
"Workspace Provider"	means an organisation proposed by the Owner and approved by the Council that will market and manage Commercial Units

1. **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 the 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.
 - 1.8 The expression "the Owner", and "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 by those within that party's control.
 - 1.10 Where in this Agreement a party includes more than one person any obligation of that party shall be joint and several.
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 Owner are entered into with the intent that subject to Clause 8 the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 2.2 To the extent 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 The Agreement shall come into effect on the date of this Agreement.
- 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 the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and
 - 3.2.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and
 - 3.2.3 this Deed shall be endorsed with the following words in respect of any future Section 73 application: -

"The obligations in this Agreement relate to and bind the Site 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 Deed and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to S106 of the 1990 Act.

4. Obligations of the Owner

- 4.1 The Owner covenants to observe and perform or cause to be observed and performed the obligations contained in Schedules 2 to 9 of this Agreement at the times and in the manner provided therein.
- 4.2 The Owner covenants with the Council not to Implement the Development on Phase 3 unless and until it has obtained vacant possession from the Lessee.
- 4.3 Without prejudice to any other remedy available to the Council, the Developer and the Owner covenant that no part of the Development shall be used or Occupied unless and until the obligations contained within this Deed that are to be complied with prior to such Occupation have been complied with to the extent required to permit such Occupation SAVE THAT this clause shall not apply to any obligation which is of an on-going nature or which requires compliance at a date following Occupation.
- 4.4 The Owner shall pay the Site and Development Contributions and the GLA Contributions as specified in the Schedules to this Agreement by way of CHAPS transfer into National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch PO Box 35, 10 Southwark Street, London SE1 1TT or such other account as the Council shall notify to the Owner in writing.

5. Owner to Notify Council

- 5.1 The Owner covenants with the Council to notify the Council:

- 5.1.1 of its application to the Land Registry under clause 9 within 14 days of the date of this Agreement and to provide the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry;
 - 5.1.2 of the occurrence of Implementation of the Phase 1 Development within 5 Working Days by written notice; and
 - 5.1.3 of its intention to pay the Site and Development Contributions and the GLA 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; and
 - 5.1.4 of the occurrence of Implementation of the Phase 2 Development within 5 Working Days by written notice; and
 - 5.1.5 of the occurrence of Implementation of the Phase 3 Development within 5 Working Days by written notice; and

- 5.1.6 of the occurrence of the date of completion of the construction of the Affordable Housing Units in Affordable Housing Phase 1 as soon as reasonable practicable by written notice; and
- 5.1.7 of the occurrence of the Occupation or Disposal of 25% of the Remaining Units within Affordable Housing Phase 1 as soon as reasonably practicable by written notice; and
- 5.1.8 of the occurrence of the date of completion of the construction of the Affordable Housing Units in Affordable Housing Phase 2 as soon as reasonably practicable by written notice; and
- 5.1.9 of the occurrence of the Occupation or Disposal of 25% of the Remaining Units within Affordable Housing Phase 2 as soon as reasonably practicable by written notice; and
- 5.1.10 of the commencement and end of the Shared Ownership Pre-Marketing Period; and
- 5.1.11 of the commencement and end of the Shared Ownership Marketing Period; and
- 5.1.12 of the commencement and end of the Marketing Period for Wheelchair Adaptable Shared Ownership Units; and
- 5.1.13 of the commencement and end of the Marketing Period for Wheelchair Adaptable Remaining Units; and
- 5.1.14 of the occurrence of first Occupation by written notice

6. Developer's Covenants

- 6.1 The Developer is the beneficiary of an Agreement for Sale and hereby consents to the Owner entering in to this Agreement and consents to the Site being bound by the covenants obligations and undertakings contained herein and acknowledges and agrees that the said covenants obligations and undertakings shall take priority over its interest and should the Developer become successor in title of Rich Investments Limited to the Site or any part of it before the planning obligations contained in this Agreement have been performed in full the Developer shall be bound by the provisions of this Agreement which are binding on the Owner in place of Rich Investments Limited.

7. Council's Covenants

- 7.1 The Council covenants with the Owner to observe and perform or cause to be observed and performed the obligations in Schedule 10 of this Agreement.

8. Enforceability of Obligations

- 8.1 Subject to Schedule 12 the obligations contained in this Agreement shall not be binding upon nor enforceable against :
- a) any mortgagees of a Registered Provider (unless in possession); or
 - b) any receiver appointed by such mortgagees; or
 - c) a person who is a successor in title to or derives title through or under (i) such mortgagees or (ii) the Registered Provider at the discretion or requirement of any such mortgagees or receiver appointed by such mortgagees.
- a) any mortgagees of a residential tenant or person to whom a Registered Provider grants a shared ownership lease or transfer;
 - b) any receiver appointed by such mortgagees
 - c) a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees.
- 8.2 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;
- 8.3 In relation to Affordable Housing obligations only;
- 8.3.1 any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing dwelling;
 - 8.3.2 any tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing dwelling;
 - 8.3.3. any tenant Staircasing to 100% pursuant to a shared ownership lease or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees;
 - 8.3.4 any tenant lessee or occupier of a Commercial Unit
- 8.4 No person shall be liable for any breach of the covenants restrictions or obligations or have any liability for any matter contained in this Deed occurring

- 8.4.1 after it has parted with the whole of its interest in the Site (other than an interest in the nature of an easement or the benefit of a charge or a restriction or similar) (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest) or
 - 8.4.2 in respect of a part of the Site in which it has no interest (other than an interest in the nature of an easement or the benefit of a charge or a restriction or similar)
- 8.5 Any mortgagee or chargee shall be liable only for any breach of the provisions hereof during such period as it is a mortgagee or chargee in possession of the Site and shall not be liable for any breach of the provisions hereof after it has parted with or released its interest in the Site.

9. Registration

- 9.1 As soon as reasonably practicable after the execution of this Agreement, the Owner 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) SGL219014 so as to bind the Site as provided for in the before-mentioned statutory provisions.
- 9.2 If the Owner fails to make application as referred to in clause 9.1 above the Council shall (without prejudice to any other right) be entitled to register the Agreement and recover the expenses incurred in doing so from the Owner and the Owner covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 9.3 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 immediately on completion thereof for the purposes of the Local Land Charges Act 1975.

10. Site Not To Be Encumbered

- 10.1 The Owner covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein but this shall not preclude the creation of a charge or charges on the Site or part thereof.

11. Right of Access

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

12. Waiver

- 12.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner 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 Owner.

13. Interest on Late Payment

- 13.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Owner 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.

14. Indexation

- 14.1 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is being made after the date of this Agreement a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the Index figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the published relevant index figure for the calendar month in which the respective payment or application is due to be made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y - X)}{X}$$

- 14.2 In the case of the GLA Contributions collected on behalf of Transport for London the applicable index for indexation payable shall be the "Consumer Price Index" published by the Office for National Statistics and shall be calculated using the formula in clause 15.1 above.

15. Enforcement Costs

- 15.1 Without prejudice to the terms of any other provision herein the Owner 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 Owner arising hereunder.

16. Administration Cost

16.1 The Developer covenants with the Council to pay to the Council the Administration Cost on or before completion of this Agreement and not to Implement or permit Implementation until the Administration Cost has been paid to the Council.

17. Council's Legal Fees

17.1 The Developer shall pay on the date of this Agreement to the Council the Council's reasonable costs in the preparation and negotiation of this Agreement.

18. VAT

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

18.2 The Owner 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 Owner and the VAT shall be paid accordingly.

19. Notices

19.1 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 19.3.

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

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

19.2.2 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.

19.3 Subject to clause 19.4, the address, facsimile number, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management,
Planning & Transport, Chief Executive's Department,
PO Box 64529 London, SE1P 5LX;

Facsimile number: 020 7525 5432

Relevant addressee: The Director of Planning;

Reference: RR020/63884/MF and planning application reference 15-AP-2474

For the Owner:

Address: 43 Portland Road, London W11 4LJ];

Email : mls@richgroup.co.uk ;

Relevant addressee: M Lockhart-Smith ;

Reference: Crimscott Street ;

Telephone: 0207 985 1560.

For the Developer:

Address: One York Road, Uxbridge, UB8 1RN;

Relevant addressee: The Land Director;

Reference: Rich Industrial Estate;

- 19.4 A party may give notice of a change to its name, address, facsimile number or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:
- 19.4.1 the date specified in the notification as the date on which the change is to take place; or
 - 19.4.2 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.

20. DETERMINATION OF DISPUTES

- 20.1 Subject to clause 20.7, 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 20. 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.
- 20.2 For the purposes of this clause 20 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 the Site.
- 20.3 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 20.4.
- 20.4 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.
- 20.5 The Specialist is to act as an independent expert and:
- 20.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 20.5.2 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;
 - 20.5.3 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;
 - 20.5.4 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;

- 20.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 20.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 20.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 20, 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.
- 20.7 This clause 20 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.
- 21. Contracts (Rights of Third Parties) Act 1999**
- 21.1 Without prejudice to clauses 21.2 a person who is not named in this Agreement does not have any right to enforce any term of this Deed under the Contract (Rights of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.
- 21.2 Those having the benefit of an interest in the Site or part thereof from time to time may enforce the obligations of the Council in this Deed insofar as relevant to the interest.
- 22. Miscellaneous**
- 22.1 The construction validity and performance of this Agreement shall be governed by English law.
- 22.2 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.
- 22.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 22.4 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.

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

22.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.

23. Community Infrastructure Levy

23.1 The Parties are satisfied that the planning obligations given by the Owner in this Agreement accord with the three statutory tests set out in Regulations 122 (2)(a)-(c) of the Community Infrastructure Levy Regulations 2010 (as amended).

24. Consents and Approvals

24.1 Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or calculation is required to be given or reached or taken by the Council any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or calculation will not be unreasonable or unreasonably withheld or delayed.

24.2 The Council will comply with any statutory timescales for the provision of information and/or responses by the Council.

RECOMMENDATION LDD MONITORING FORM REQUIRED

This document shows the case officer's recommended decision for the application referred to below.
This document is not a decision notice for this application.

Applicant	London Square Developments Ltd	Reg. Number	15/AP/2474
Application Type	Full Planning Permission	Case	TP/47-36
Recommendation	Grant subject to Legal Agreement and GLA	Number	

Draft of Decision Notice

Planning Permission was GRANTED for the following development:

Demolition of four existing buildings and electricity substation and the development of a phased mixed-use scheme ranging from 3 - 9 storeys plus basements (maximum height 34.03m AOD) comprising a series of new buildings and retained/refurbished/extended buildings to provide a total of 19,468sqm (GIA) of commercial, retail, art gallery and storage floorspace (Use Classes A1, A2, A3, B1, B8 and D1) and 406 residential units (Use Class C3) plus associated highway and public realm works, landscaping, car and cycle parking, infrastructure works and associated works.

At: RICH INDUSTRIAL ESTATE, CRIMSCOTT STREET, LONDON SE1 5TE AND WILLOW WALK, LONDON SE1

In accordance with application received on 18/06/2015

and Applicant's Drawing Nos. Plot 1 North Elevation Overlay of Existing Building, Internal daylight report addendum 1, design and access statement, environmental statement and appendices by Waterman Energy, Environment & Design Ltd dated May 2015, environmental statement non-technical summary, statement of community involvement, health impact assessment, employment land statement / review, equalities impact assessment, draft s106 heads of terms, landscaping and open space statement, planning statement, sustainability statement, tree survey and assessment, energy strategy revision 6 and Addendum dated 29th April 2016, external daylight and sunlight results (appendix 16.2), letter from Waterman dated 4th December 2015 (ES statement of conformity / update letter), clarification information showing relationship with Alaska Buildings, waste management strategy dated December 2015, response to transport assessment comments dated December 2015.

0226_SEW_XX_1101 The Hide General Arrangement: Level 00 Rev 14,0226_SEW_XX_1101_M The Hide Gen Arrangement: Mez Level 00 Rev 08,0226_SEW_XX_1102 The Hide Gen Arrangement: Level 01 Rev 15,0226_SEW_XX_1103 The Hide Gen Arrangement: Level 02 Rev 08,0226_SEW_XX_1104 The Hide Gen Arrangement: Level 03 Rev 08,0226_SEW_XX_1105 The Hide Gen Arrangement: Level 04 Rev 08,0226_SEW_XX_1106 The Hide Gen Arrangement: Level 05 Rev 13,0226_SEW_XX_1107 The Hide General Arrangement: Level 06 Rev 12,0226_SEW_XX_1108 The Hide General Arrangement: Level 07 Rev 12,0226_SEW_XX_1109 The Hide General Arrangement: Level 08 Rev 10,0226_SEW_XX_1200 The Hide Section AA Rev 06,0226_SEW_XX_1201 The Hide Section BB Rev 06,0226_SEW_XX_2000 The Hide West Elevation Rev 09,0226_SEW_XX_2001 The Hide East Elevation Rev 07,0226_SEW_XX_2002 The Hide South Elevation Rev 06,0226_SEW_XX_2004 The Hide North Elevation Rev 06, 901_P_099 Rev 1 Plot 01 Basement Floor Plan (L0), 901_P_100 Rev 1 Plot 01 Ground Floor Plan (L0), 901_P_100m Rev 1 Plot 01 Mezzanine Floor Plan (L0m), 901_P_101 Rev 1 Plot 01 First Floor Plan (L1), 901_P_101m Rev 1 Plot 01 Mezzanine Floor Plan (L1m), 901_P_102 Rev 1 Plot 01 Second Floor Plan (L2), 901_P_103 Rev 1 Plot 01 Third Floor Plan (L3), 901_P_104 Rev 1 Plot 01 Fourth Floor Plan (L4), 901_P_105 Rev 1 Plot 01 Roof Plan (RF), 901_P_200 Rev 1 Plot 01 West Elevation, 901_P_201 Rev 1 Plot 01 East Elevation, 901_P_202 Rev 1 Plot 01 North Elevation, 901_P_203 Rev 1 Plot 01 South Elevation, 901_P_210 Rev 1 Plot 01 Detail Unit 12 Elevation, 901_P_211 Rev 1 Plot 01 Detail East Elevation, 901_P_212 Rev 1 Plot 01 Detail North Elevation, 901_P_213 Rev 1 Plot 01 Detail South Elevation, 901_P_300 Rev 1 Plot 01 Sections AA & BB, 12144_02_(00)_P099 Plot 2 Basement Floor Plan Rev P05, 12144_02_(00)_P100 Plot 2 Ground Floor Plan Rev 05, 12144_02_(00)_P100M Plot 2 Ground Floor Mezzanine Plan Rev P05, 12144_02_(00)_P101 Plot 2 First Floor Plan Rev P05, 12144_02_(00)_P102 Plot 2 Second Floor Plan Rev P05, 12144_02_(00)_P103 Plot 2 Third Floor Plan Rev P05, 12144_02_(00)_P104 Plot 2 Fourth Floor Plan Rev P05, 12144_02_(00)_P105 Plot 2 Fifth Floor Plan Rev

P05,12144_02_(00)_P106 Plot 2 Sixth Floor Plan Rev P05,12144_02_(00)_P107 Plot 2 Seventh Floor Plan Rev P05,12144_02_(00)_P108 Plot 2 Roof Plan Rev P05,12144_02_(00)_P200 Plot 2 West Elevation Rev P05,12144_02_(00)_P201 Plot 2 South Elevation Rev P05,12144_02_(00)_P202 Plot 2 East Elevation Rev P05,12144_02_(00)_P203 Plot 2 North Elevation Rev P05,12144_02_(00)_P300 Plot 2 Section A-A Rev P05,12144_02_(00)_P301 Plot 2 Section B-B Rev P05,12144_02_(00)_P302 Plot 2 Section C-C Rev P05,12144_04_(00)_P099 Plot 4 Basement Floor Plan Rev P02,12144_04_(00)_P100 Plot 4 Ground Floor Plan Rev P05,12144_04_(00)_P100M Plot 4 Ground Floor Mezzanine Plan Rev P05,12144_04_(00)_P101 Plot 4 First Floor Plan Rev P05,12144_04_(00)_P102 Plot 4 Second Floor Plan Rev P05,12144_04_(00)_P103 Plot 4 Third Floor Plan Rev P05,12144_04_(00)_P104 Plot 4 Fourth Floor Plan Rev P05,12144_04_(00)_P105 Plot 4 Fifth Floor Plan Rev P05,12144_04_(00)_P106 Plot 4 Sixth Floor Plan Rev P05,12144_04_(00)_P107 Plot 4 Roof Plan Rev P05,12144_04_(00)_P200 Plot 4 Crimscott Street Elevation (West) Rev P05,12144_04_(00)_P201 Plot 4 Willow Walk Elevation (South) Rev P05,12144_04_(00)_P202 Plot 4 Courtyard Elevation (East) Rev P05,12144_04_(00)_P203 Plot 4 North Elevation (Courtyard Elevation) Rev P05,12144_04_(00)_P300 Plot 4 Section A-A Rev P05,12144_04_(00)_P301 Plot 4 Section B-B Rev P05,12144_05_(00)_P099 Plot 5 Basement Floor Plan Rev P05,12144_05_(00)_P100 Plot 5 Ground Floor Plan Rev P05,12144_05_(00)_P101 Plot 5 First Floor Plan Rev P05,12144_05_(00)_P102 Plot 5 Second Floor Plan Rev P05,12144_05_(00)_P103 Plot 5 Third Floor Plan Rev P05,12144_05_(00)_P104 Plot 5 Fourth Floor Plan Rev P05,12144_05_(00)_P105 Plot 5 Fifth Floor Plan Rev P05,12144_05_(00)_P106 Plot 5 Sixth Floor Plan Rev P05,12144_05_(00)_P107 Plot 5 Seventh Floor Plan Rev P05,12144_05_(00)_P108 Plot 5 Roof Level Plan Rev P05,12144_05_(00)_P200 Plot 5 West Elevation Rev P05,12144_05_(00)_P201 Plot 5 East Elevation Rev P05,12144_05_(00)_P202 Plot 5 North Elevation Rev P05,12144_05_(00)_P203 Plot 5 South Elevation Rev P05,12144_05_(00)_P300 Plot 5 Section A-A Rev P04,12144_05_(00)_P301 Plot 5 Section B-B Rev P04,12144_05_(00)_P302 Plot 5 Section C-C Rev P04,12144_05_(00)_P303 Plot 05 Section D-D Rev P04,12144_06_(00)_P100 Plot 6 Ground Floor Plan Rev P05,12144_06_(00)_P100M Plot 6 Ground Floor Mezzanine Plan Rev P05,12144_06_(00)_P101 Plot 6 First Floor Plan Rev P05,12144_06_(00)_P102 Plot 6 Second Floor Plan Rev P05,12144_06_(00)_P103 Plot 6 Roof Plan Rev P05,12144_06_(00)_P200 Plot 6 West Elevation Rev P05,12144_06_(00)_P201 Plot 6 East Elevation Rev P05,12144_06_(00)_P202 Plot 6 North Elevation Rev P05,12144_06_(00)_P203 Plot 6 South Elevation Rev P05,12144_06_(00)_P300 Plot 6 Section A-A Rev P05,12144_06_(00)_P301 Plot 6 Section B-B Rev P05,12144_DAS ADDENDUM Design and Access Statement Addendum ,12144_Plot 02 Commercial Area Schedule Plot 02 Commercial Area Schedule ,12144_Plot 02 Detailed Area Schedule Plot 02 Detailed Area Schedule ,12144_Plot 02 Residential Schedule Plot 02 Residential Schedule ,12144_Plot 02 Room Schedule Plot 02 Room Schedule ,12144_Plot 03 Commercial Area Schedule Plot 03 Commercial Area Schedule ,12144_Plot 03 Detailed Area Schedule Plot 03 Detailed Area Schedule ,12144_Plot 03 Residential Schedule Plot 03 Residential Schedule ,12144_Plot 03 Room Schedule Plot 03 Room Schedule ,12144_Plot 04 Commercial Area Schedule Plot 04 Commercial Area Schedule ,12144_Plot 04 Detailed Area Schedule Plot 04 Detailed Area Schedule ,12144_Plot 04 Residential Schedule Plot 04 Residential Schedule ,12144_Plot 04 Room Schedule Plot 04 Room Schedule ,12144_Plot 05 Commercial Area Schedule Plot 05 Commercial Area Schedule ,12144_Plot 05 Detailed Area Schedule Plot 05 Detailed Area Schedule ,12144_Plot 05 Residential Schedule Plot 05 Residential Schedule ,12144_Plot 05 Room Schedule Plot 05 Room Schedule ,12144_Plot 06 Detailed Area Schedule Plot 06 Detailed Area Schedule ,12144_Plot 06 Residential Schedule Plot 06 Residential Schedule ,12144_Plot 06 Room Schedule Plot 06 Room Schedule ,12144_X_(00)_P001 Proposed Site Plan In Context Rev P03,12144_X_(00)_P006 Proposed Phasing Plan Rev P05,12144_X_(00)_P099 Level -1 Basement Plan Rev P05,12144_X_(00)_P100 Level 0 Ground Floor Plan Rev P05,12144_X_(00)_P100M Level 0 Mezzanine Floor Plan Rev P05,12144_X_(00)_P101 Level 1 First Floor Plan Rev P05,12144_X_(00)_P102 Level 2 Second Floor Plan Rev P05,12144_X_(00)_P103 Level 3 Third Floor Plan Rev P05,12144_X_(00)_P104 Level 4 Fourth Floor Plan Rev P05,12144_X_(00)_P105 Level 5 Fifth Floor Plan Rev P05,12144_X_(00)_P106 Level 6 Sixth Floor Plan Rev P06,12144_X_(00)_P107 Level 7 Seventh Floor Plan Rev P06,12144_X_(00)_P108 Level 08 Roof Plan Rev P05,12144_X_(00)_P200 Crimscott Street Elevation Rev P02,12144_X_(00)_P201 Yellow Walk Elevation Rev P02,12144_X_(00)_P202 Curtis Street Elevation Rev P02,12144_X_(00)_P300 Proposed Cross Section West - East 1 Rev P02,12144_X_(00)_P301 Proposed Cross Section West - East 2 Rev P02,12144_X_(00)_P302 Proposed Long Section Rev P02.

Subject to the following conditions:

Definitions

- a) "Phasing Plan" means the 3 phases of comprehensive redevelopment as assessed within the Environmental Statement (May 2015) and subsequent Statement of Conformity (December 2015). For the avoidance of doubt, the approved Phasing Plan is identified on Drawing Reference P006 Rev P05.
- b) "Development Plot or Plot" means the Development Plots identified on drawing reference 12144_X_(00)_P005. The Development Plots identified on this drawing are:

Development Plot 1; Development Plot 2; Development Plot 3; Development Plot 4; Development Plot 5, and; Development Plot 6.

SITE WIDE CONDITIONS

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

Plot 1 North Elevation Overlay of Existing Building, Internal daylight report addendum 1, design and access statement, environmental statement and appendices by Waterman Energy, Environment & Design Ltd dated May 2015, environmental statement non-technical summary, statement of community involvement, health impact assessment, employment land statement / review, equalities impact assessment, draft s106 heads of terms, landscaping and open space statement, planning statement, sustainability statement, tree survey and assessment, energy strategy dated 27th January 2016, external daylight and sunlight results (appendix 16.2), letter from Waterman dated 4th December 2015 (ES update letter), clarification information showing relationship with Alaska Buildings, waste management strategy dated December 2015, response to transport assessment comments dated December 2015.

0226_SEW_XX_1101 The Hide General Arrangement: Level 00 Rev 14,0226_SEW_XX_1101_M The Hide Gen Arrangement: Mez Level 00 Rev 08,0226_SEW_XX_1102 The Hide Gen Arrangement: Level 01 Rev 15,0226_SEW_XX_1103 The Hide Gen Arrangement: Level 02 Rev 08,0226_SEW_XX_1104 The Hide Gen Arrangement: Level 03 Rev 08,0226_SEW_XX_1105 The Hide Gen Arrangement: Level 04 Rev 08,0226_SEW_XX_1106 The Hide Gen Arrangement: Level 05 Rev 13,0226_SEW_XX_1107 The Hide General Arrangement: Level 06 Rev 12,0226_SEW_XX_1108 The Hide General Arrangement: Level 07 Rev 12,0226_SEW_XX_1109 The Hide General Arrangement: Level 08 Rev 10,0226_SEW_XX_1200 The Hide Section AA Rev 06,0226_SEW_XX_1201 The Hide Section BB Rev 06,0226_SEW_XX_2000 The Hide West Elevation Rev 09,0226_SEW_XX_2001 The Hide East Elevation Rev 07,0226_SEW_XX_2002 The Hide South Elevation Rev 06,0226_SEW_XX_2004 The Hide North Elevation Rev 06, 901_P_099 Rev 1 Plot 01 Basement Floor Plan (L0), 901_P_100 Rev 1 Plot 01 Ground Floor Plan (L0), 901_P_100m Rev 1 Plot 01 Mezzanine Floor Plan (L0m), 901_P_101 Rev 1 Plot 01 First Floor Plan (L1), 901_P_101m Rev 1 Plot 01 Mezzanine Floor Plan (L1m), 901_P_102 Rev 1 Plot 01 Second Floor Plan (L2), 901_P_103 Rev 1 Plot 01 Third Floor Plan (L3), 901_P_104 Rev 1 Plot 01 Fourth Floor Plan (L4), 901_P_105 Rev 1 Plot 01 Roof Plan (RF), 901_P_200 Rev 1 Plot 01 West Elevation, 901_P_201 Rev 1 Plot 01 East Elevation, 901_P_202 Rev 1 Plot 01 North Elevation, 901_P_203 Rev 1 Plot 01 South Elevation, 901_P_210 Rev 1 Plot 01 Detail Unit 12 Elevation, 901_P_211 Rev 1 Plot 01 Detail East Elevation, 901_P_212 Rev 1 Plot 01 Detail North Elevation, 901_P_213 Rev 1 Plot 01 Detail South Elevation, 901_P_300 Rev 1 Plot 01 Sections AA & BB, 12144_02_(00)_P099 Plot 2 Basement Floor Plan Rev P05, 12144_02_(00)_P100 Plot 2 Ground Floor Plan Rev 05, 12144_02_(00)_P100M Plot 2 Ground Floor Mezzanine Plan Rev P05, 12144_02_(00)_P101 Plot 2 First Floor Plan Rev P05, 12144_02_(00)_P102 Plot 2 Second Floor Plan Rev P05, 12144_02_(00)_P103 Plot 2 Third Floor Plan Rev P05, 12144_02_(00)_P104 Plot 2 Fourth Floor Plan Rev P05, 12144_02_(00)_P105 Plot 2 Fifth Floor Plan Rev P05, 12144_02_(00)_P106 Plot 2 Sixth Floor Plan Rev P05, 12144_02_(00)_P107 Plot 2 Seventh Floor Plan Rev P05, 12144_02_(00)_P108 Plot 2 Roof Plan Rev P05, 12144_02_(00)_P200 Plot 2 West Elevation Rev P05, 12144_02_(00)_P201 Plot 2 South Elevation Rev P05, 12144_02_(00)_P202 Plot 2 East Elevation Rev P05, 12144_02_(00)_P203 Plot 2 North Elevation Rev P05, 12144_02_(00)_P300 Plot 2 Section A-A Rev P05, 12144_02_(00)_P301 Plot 2 Section B-B Rev P05, 12144_02_(00)_P302 Plot 2 Section C-C Rev P05, 12144_04_(00)_P099 Plot 4 Basement Floor Plan Rev P02, 12144_04_(00)_P100 Plot 4 Ground Floor Plan Rev P05, 12144_04_(00)_P100M Plot 4 Ground Floor Mezzanine Plan Rev P05, 12144_04_(00)_P101 Plot 4 First Floor Plan Rev P05, 12144_04_(00)_P102 Plot 4

Second Floor Plan Rev P05,12144_04_(00)_P103 Plot 4 Third Floor Plan Rev P05,12144_04_(00)_P104 Plot 4
Fourth Floor Plan Rev P05,12144_04_(00)_P105 Plot 4 Fifth Floor Plan Rev P05,12144_04_(00)_P106 Plot 4
Sixth Floor Plan Rev P05,12144_04_(00)_P107 Plot 4 Roof Plan Rev P05,12144_04_(00)_P200 Plot 4 Crimscott
Street Elevation (West) Rev P05,12144_04_(00)_P201 Plot 4 Willow Walk Elevation (South) Rev
P05,12144_04_(00)_P202 Plot 4 Courtyard Elevation (East) Rev P05,12144_04_(00)_P203 Plot 4 North Elevation
(Courtyard Elevation) Rev P05,12144_04_(00)_P300 Plot 4 Section A-A Rev P05,12144_04_(00)_P301 Plot 4
Section B-B Rev P05,12144_05_(00)_P099 Plot 5 Basement Floor Plan Rev P05,12144_05_(00)_P100 Plot 5
Ground Floor Plan Rev P05,12144_05_(00)_P101 Plot 5 First Floor Plan Rev P05,12144_05_(00)_P102 Plot 5
Second Floor Plan Rev P05,12144_05_(00)_P103 Plot 5 Third Floor Plan Rev P05,12144_05_(00)_P104 Plot 5
Fourth Floor Plan Rev P05,12144_05_(00)_P105 Plot 5 Fifth Floor Plan Rev P05,12144_05_(00)_P106 Plot 5
Sixth Floor Plan Rev P05,12144_05_(00)_P107 Plot 5 Seventh Floor Plan Rev P05,12144_05_(00)_P108 Plot 5
Roof Level Plan Rev P05,12144_05_(00)_P200 Plot 5 West Elevation Rev P05,12144_05_(00)_P201 Plot 5 East
Elevation Rev P05,12144_05_(00)_P202 Plot 5 North Elevation Rev P05,12144_05_(00)_P203 Plot 5 South
Elevation Rev P05,12144_05_(00)_P300 Plot 5 Section A-A Rev P04,12144_05_(00)_P301 Plot 5 Section B-B
Rev P04,12144_05_(00)_P302 Plot 5 Section C-C Rev P04,12144_05_(00)_P303 Plot 5 Section D-D Rev
P04,12144_06_(00)_P100 Plot 6 Ground Floor Plan Rev P05,12144_06_(00)_P100M Plot 6 Ground Floor
Mezzanine Plan Rev P05,12144_06_(00)_P101 Plot 6 First Floor Plan Rev P05,12144_06_(00)_P102 Plot 6
Second Floor Plan Rev P05,12144_06_(00)_P103 Plot 6 Roof Plan Rev P05,12144_06_(00)_P200 Plot 6 West
Elevation Rev P05,12144_06_(00)_P201 Plot 6 East Elevation Rev P05,12144_06_(00)_P202 Plot 6 North
Elevation Rev P05,12144_06_(00)_P203 Plot 6 South Elevation Rev P05,12144_06_(00)_P300 Plot 6 Section A-
A Rev P05,12144_06_(00)_P301 Plot 6 Section B-B Rev P05,12144_DAS ADDENDUM Design and Access
Statement Addendum ,12144_Plot 02 Commercial Area Schedule Plot 02 Commercial Area Schedule ,12144_Plot
02 Detailed Area Schedule Plot 02 Detailed Area Schedule , 12144_Plot 02 Residential Schedule Plot 02
Residential Schedule ,12144_Plot 02 Room Schedule Plot 02 Room Schedule ,12144_Plot 03 Commercial Area
Schedule Plot 03 Commercial Area Schedule ,12144_Plot 03 Detailed Area Schedule Plot 03 Detailed Area
Schedule ,12144_Plot 03 Residential Schedule Plot 03 Residential Schedule ,12144_Plot 03 Room Schedule Plot
03 Room Schedule ,12144_Plot 04 Commercial Area Schedule Plot 04 Commercial Area Schedule ,12144_Plot
04 Detailed Area Schedule Plot 04 Detailed Area Schedule ,12144_Plot 04 Residential Schedule Plot 04
Residential Schedule ,12144_Plot 04 Room Schedule Plot 04 Room Schedule ,12144_Plot 05 Commercial Area
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Schedule ,12144_Plot 05 Residential Schedule Plot 05 Residential Schedule ,12144_Plot 05 Room Schedule Plot
05 Room Schedule ,12144_Plot 06 Detailed Area Schedule Plot 06 Detailed Area Schedule ,12144_Plot 06
Residential Schedule Plot 06 Residential Schedule ,12144_Plot 06 Room Schedule Plot 06 Room Schedule
,12144_X_(00)_P001 Proposed Site Plan In Context Rev P03,12144_X_(00)_P006 Proposed Phasing Plan Rev
P05,12144_X_(00)_P099 Level -1 Basement Plan Rev P05,12144_X_(00)_P100 Level 0 Ground Floor Plan Rev
P05,12144_X_(00)_P100M Level 0 Mezzanine Floor Plan Rev P05,12144_X_(00)_P101 Level 1 First Floor Plan
Rev P05,12144_X_(00)_P102 Level 2 Second Floor Plan Rev P05,12144_X_(00)_P103 Level 3 Third Floor Plan
Rev P05,12144_X_(00)_P104 Level 4 Fourth Floor Plan Rev P05,12144_X_(00)_P105 Level 5 Fifth Floor Plan
Rev P05,12144_X_(00)_P106 Level 6 Sixth Floor Plan Rev P06,12144_X_(00)_P107 Level 7 Seventh Floor Plan
Rev P06,12144_X_(00)_P108 Level 08 Roof Plan Rev P05,12144_X_(00)_P200 Crimscott Street Elevation Rev
P02,12144_X_(00)_P201 Yellow Walk Elevation Rev P02,12144_X_(00)_P202 Curtis Street Elevation Rev
P02,12144_X_(00)_P300 Proposed Cross Section West - East 1 Rev P02,12144_X_(00)_P301 Proposed Cross
Section West - East 2 Rev P02, 12144_X_(00)_P302 Proposed Long Section Rev P02.

Reason:

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

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

Reason

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

- 3 The development hereby permitted shall be carried out in accordance with phasing plan reference P006 Rev P05.

Reason

To ensure that any proposed new and / or different environmental effects relating to any proposed changes to the phasing of the Development have been properly assessed in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2015.

- 4 The development hereby permitted shall be carried out in accordance with approved Phasing Plan Reference P006 Rev P05. The Phasing Plan may be amended from time to time to reflect changes to the phasing of the development that were not foreseen at the time when the Phasing Plan was approved, subject to obtaining the prior written approval of the Local Planning Authority (in consultation with the GLA and Transport for London), and providing the submission of any updated Phasing Plan shall comply with the requirements of the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 2011 (as amended).

Reason

To allow for revisions to the approved phasing plan to enable development to be delivered in the interests of proper planning.

- 5 Development should not be commenced until: Impact studies of the existing water supply infrastructure have been submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

- 6 Prior to the commencement of development, construction method statements and detailed sections of the foundations and basement structures (temporary and permanent) showing the relationship between the basement extension and the public highway on Crimscott Street and Willow Walk including the root protection zones of any trees on the public highway shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved.

Reason:

To ensure that there would be no harm to the existing trees on the public highway.

- 7 No below grade works shall commence until details of a surface water drainage strategy, incorporating sustainable drainage principles, that seeks to achieve a reduction in surface water run-off rates of 50% of the existing runoff rate (in line with the Flood Risk Assessment and Drainage Strategy developed by Waterman Group, dated June 2015) from the site during a 1% Annual Exceedance Probability (AEP) event has been submitted to and approved in writing by Local Planning Authority. The site drainage must be constructed to the approved details.

Reason:

To minimise the potential for the site to contribute to surface water flooding in accordance with saved policy 3.9 Water of the Southwark Plan, Strategic policy 13 of the Core Strategy (2011) and guidance in the Sustainable Design and Construction SPD (2009).

- 8 Prior to the occupation of any part of the development details of a car parking management plan detailing how the spaces would be allocated and managed shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved.

Reason

To ensure that the on-site car parking would be effectively allocated across the development and to ensure that disabled occupants would have access to wheelchair accessible car parking spaces if required, in accordance with saved policy 4.7 'Parking standards for disabled people and the mobility impaired' of the Southwark Plan (2007).

- 9 The new access into the site from Grange Road shall be for use by pedestrians, cyclists and emergency service vehicles only. Details of signage, bollards or other means of preventing other vehicles from using this access shall be submitted to and approved in writing by the Local Planning Authority and provided in accordance with the approved details prior to the first occupation of the development.

Reason:

In the interests of highway safety, in accordance with saved policy 5.2 Transport impacts' of the Southwark Plan (2007).

- 10 Before the first occupation of any part of the development hereby permitted a Service Management Plan detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason

To ensure compliance with The National Planning Policy Framework 2012, Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policy 5.2 Transport Impacts of the Southwark Plan 2007.

- 11 Prior to the occupation of the development the car parking shall be provided in accordance with the approved plans, made available to the residential occupiers of the development and retained as such thereafter. 20% active and 20% passive electric vehicle charging points shall be provided and none of the parking shall be available for the commercial units within the development.

Reason

To ensure that there would be adequate car parking to serve the development and to encourage electric vehicle use, in accordance with strategic policy 2 'Sustainable transport' of the Core Strategy (2011) and saved policy 5.6 'Car parking' of the Southwark Plan (2007).

- 12 Any deliveries, unloading and loading to the commercial units shall only be between the following hours: Monday to Saturday - 0700 - 2000, Sundays/ Bank Holidays - not at all.

Reason

To ensure that and occupiers of the development and occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity of The Southwark Plan 2007

- 13 The access to the site from Curtis Street shall be limited to pedestrians, cyclists and emergency service vehicles only.

Reason

In the interest of the amenity of neighbouring residential occupiers, in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007).

- 14 The development hereby permitted shall be constructed to achieve at least a 35% carbon saving against the 2013 Building Regulations.

Reason

To ensure the development complies with the National Planning Policy Framework 2012, Strategic Policy 13 (High environmental standards) of the Core Strategy 2011, saved policies 3.3 Sustainability and Energy Efficiency of the Southwark Plan and Policy 5.15 of the London Plan 2015 (Minimising carbon dioxide emissions).

- 15 The rated noise level from any plant, together with any associated ducting shall be 10 dB(A) or more below the measured LA90 level (15 min) at the nearest noise sensitive premises. The method of assessment shall be carried in accordance with BS4142:1997 'Rating industrial noise affecting mixed residential and industrial areas'.

Reason

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance from plant and machinery in accordance with the National Planning Policy Framework 2012, .Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

- 16 The measures in the draft Travel Plan shall be implemented upon occupation of the development.

Reason

In order that the use of non-car based travel is encouraged in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policies 5.2

Transport Impacts, 5.3 Walking and Cycling and 5.6 Car Parking of the Southwark Plan 2007.

- 17 No developer, owner or occupier of any part of the development hereby permitted, with the exception of disabled persons, shall seek, or will be allowed, to obtain a parking permit within the controlled parking zone in Southwark in which the application site is situated.

Reason

To ensure compliance with Strategic Policy 2 - Sustainable Transport of the Core Strategy 2011 and saved policy 5.2 Transport Impacts of the Southwark Plan 2007.

- 18 The habitable rooms within the development sharing a party ceiling/floor element with commercial premises shall be designed and constructed to provide reasonable resistance to the transmission of sound sufficient to ensure that noise from the commercial premises does not exceed NR20.

Reason

To ensure that future occupiers of the development do not suffer a loss of amenity by reason of noise nuisance in accordance with the National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

- 19 The development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment prepared by Waterman Infrastructure and Environment Ltd dated June 2015, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure the development is designed safely in reference to flood risk in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.9 Water of the Southwark Plan 2007.

- 20 Any gallery uses or units within the scheme which become occupied by A3 uses (cafes and restaurants) shall not be permitted to open outside the hours of 0700-2300 daily.

Reason:

To safeguard the amenities of neighbouring residential properties in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

- 21 The dwellings hereby permitted shall be designed to ensure that the following internal noise levels specified by BS 8233:2014 Guidance on Sound Insulation and Noise Reduction for Buildings are not exceeded due to environmental noise:

Bedrooms - 35dB LAeq T *, 30 dB LAeq T + , 45dB LAFmax T *

Living rooms- 35dB LAeq T +

Dining room - 40 dB LAeq T +

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

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

Reason

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), and the National Planning Policy Framework 2012.

- 22 No infiltration of surface water drainage in to the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details, unless otherwise agreed in writing by the Local Planning Authority.

Reason

Infiltrating water has the potential to cause remobilisation of contaminants present in shallow soil or made ground which could ultimately cause pollution of groundwater.

Prior to any works above grade, the developer will submit to the Local Planning Authority for approval in writing (in consultation with the Greater London Authority) an overheating assessment using dynamic thermal modelling to demonstrate compliance with the Chartered Institute of Building Services Engineers overheating criteria. Details will be provided of any mitigation measures that will be installed in order to reduce the risk of overheating to residential units to an acceptable level. The development shall be carried out in accordance with the approved details.

Reason: In order to ensure that residential accommodation is of sufficient quality and that the risk of overheating is satisfactorily addressed in accordance with London Plan Policies 5.2 and 5.9, Core Strategy Strategic Policy 12 and saved Southwark Plan policy 4.2 and guidance in the National Planning Policy Framework.

DEMOLITION

24 No development shall take place, including any works of demolition, until a construction environmental management plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall oblige the applicant, developer and contractors to commit to current best practice with regard to site management and to use all best endeavours to minimise off site impacts and should be available and will include the following information:

- a) A detailed specification of demolition and construction works at each phase of development including consideration of all environmental impacts and the identified remedial measures;
- b) Engineering measures to eliminate or mitigate identified environmental impacts e.g. acoustic screening, sound insulation, vibration control, dust control, emission reduction, location of specific activities on site, etc.;
- c) Arrangements for direct responsive contact for nearby occupiers with the site management during demolition and/or construction (signage on hoardings, newsletters, resident's liaison meetings);
- d) A commitment to adopt and implement of the ICE Demolition Protocol and Considerate Contractor Scheme;
- e) To follow current best construction practice e.g. The London Mayors Supplementary Planning Guidance 'The Control of Dust and Emissions During Construction and Demolition', the Institute of Air Quality Management's 'Guidance on the Assessment of Dust from Demolition and Construction' and 'Guidance on Air Quality Monitoring in the Vicinity of Demolition and Construction Sites', BS5228 'Noise & Vibration on Construction and Open Sites' and relevant CIRIA practice notes and BRE practice notes;
- f) Site traffic: Routing of inbound and outbound site traffic, local junction capacities, one way site traffic, lay off areas, etc.;
- g) Waste Management: Accurate waste identification, separation, storage, registered waste carriers for transportation and disposal to appropriate destinations.

A copy of the CEMP shall be kept on site at all times and all demolition and construction work shall then be undertaken in strict accordance with the approved plan and relevant codes of practice, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of pollution and nuisance, in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), and the National Planning Policy Framework 2012.

25 Prior to works commencing, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority, particularly in relation to the off-site TPO Plane tree to the rear of Bermondsey Medical Mission, and to highway trees.

Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation.

The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the method statement. Following the pre-commencement meeting all tree protection measures shall be installed, carried out and retained throughout the period of the works, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.

If within the expiration of 5 years from the date of the occupation of the building for its permitted use any retained tree on or adjoining the site is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

Reason

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

PHASE CONDITIONS

- 26 Before any work begins on a particular phase, including demolition, the applicant or successors in title shall secure the implementation of a programme of archaeological building recording for that phase in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the archaeological operations are undertaken to a suitable standard as to the details of the programme of works for the archaeological building recording in accordance with PPS5, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policy 3.19 Archaeology of the Southwark Plan 2007.

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

Reason

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13' High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework 2012.

- 28 Before any below ground work hereby authorised begins on a particular phase the applicant shall secure the

implementation of a programme of archaeological mitigation works for that phase, in accordance with a written scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 29 Before any below work hereby authorised begins on a particular phase, the applicant shall secure the implementation of a programme of archaeological evaluation works for that phase in accordance with a written scheme of investigation shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 30 Within one year of the completion of archaeological site works, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority and that the works detailed in this assessment report shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 31 Prior to the commencement of above grade works on any particular phase, details of the children's play equipment for that phase shall be submitted to and approved in writing by the Local Planning Authority. The play equipment shall be provided in accordance with the details thereby approved prior to the occupation of that phase.

Reason

To ensure that appropriate play facilities would be provided, in accordance with saved policy 4.3 'Quality of accommodation' of the Southwark Plan (2007).

- 32 Before any above grade work hereby authorised begins on a particular phase, detailed drawings of a hard and soft landscaping scheme for that phase showing the treatment of all parts of the site not covered by buildings (including cross sections, surfacing materials of any parking, access, or pathways layouts, materials and edge details, boundary treatment and material samples of hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason

So that the Council may be satisfied with the details of the landscaping scheme in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

PLOT CONDITIONS

- 33 No impact piling for a particular plot within the development shall take place until a piling method statement for that plot (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise any risk to ground water, the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency and Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason:

To prevent any contamination of ground water or damage to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure. You are advised to contact the Environment Agency and Thames Water Developer Services (on 0800 3921) to discuss these requirements.

- 34 Before development is commenced on a particular plot (excluding demolition) the applicant shall submit written confirmation from the appointed building control body that the specifications for each dwelling identified in the detailed construction plans for that plot meet the standard of the Approved Document M of the Building Regulations (2015) required in the schedule below and as corresponding to the approved floor plans. The development shall be carried out in accordance with the details thereby approved by the appointed building control body

Wheelchair accessible units M4(3)(2b)

01_01_14,01_02_14,04_01_05,04_01_07,04_01_08,04_02_15,04_02_17,04_02_18,04_03_25,04_03_27,04_03_28,04_04_37,04_04_38,04_05_45,04_05_46,04_04_35,04_05_44,05_03_18,05_03_27,05_03_28,05_03_29,05_04_47,05_04_56,05_04_57,05_04_58,06_00_04,06_01_06,06_01_07,06_01_09,06_02_11

Wheelchair adaptable units M4(3)(2a)

01_01_01, 01_02_01, 05_03_06, 05_03_10, 05_03_11, 05_04_35, 05_04_39, 05_04_40, 05_05_64, 05_05_68, 05_05_69, 05_05_76

Reason

To ensure the development complies with Core Strategy 2011 Strategic Policy 5 (Providing new homes) and London Plan 2015 Policy 3.8 (Housing choice).

- 35 Prior to the commencement of above grade works on a particular plot, detailed drawings (scale 1:5) through the following elements for that plot shall be submitted to and approved in writing by the Local Planning Authority.

- a) Parapets and roof edges;
- b) Balconies and shutters;
- c) Junctions with existing buildings; and
- d) Heads, cills and jambs of all openings (both residential and commercial)

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

Reason:

In order that the Local Planning Authority may be satisfied as to the quality of the design and details in accordance with Policies: 3.12 Quality in Design; 3.13 Urban Design; of The Southwark Plan (UDP) July 2007.

- 36 Prior to the commencement of above grade works on a particular plot, sample panels of all external facing materials for that plot including window frames, 1 sqm panels of each type of brickwork showing mortar, bond and pointing, powder coated aluminium cladding panels for plot 1 and 1 sqm panels of the perforate anodized aluminium for plot 3 shall be presented on site and approved in writing by Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.18 Setting of listed buildings, conservation areas and world heritage sites; of The Southwark Plan 2007.

- 37 Before any above grade work hereby authorised begins on a particular plot, details (including a specification and maintenance plan) of the green/brown roofs, terraces and planters to be provided in that plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given, and the green/brown roofs, terraces and planters are to be retained for the duration of the use. Where trees and large shrubs are proposed to be provided within planters, details of irrigation shall be provided such that water is available for the maintenance by mains, grey water or other sustainable drainage specification such as attenuation tanks and automated irrigation systems.

Reason

To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity, in addition to the attenuation of surface water runoff, it in accordance with The National Planning Policy Framework 2012, Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and Conservation and Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policies 3.2 Protection of amenity; 3.12 Quality in Design, 3.13 Urban design and 3.28 Biodiversity of the Southwark Plan 2007.

- 38 Prior to the commencement of above grade work on a particular plot, details of bird nesting boxes for that plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved.

Reason

To enhance the ecological value of the site, in accordance with saved policy 3.28 'Biodiversity' of the Southwark Plan (2007).

- 39 Prior to the commencement of above grade work on a particular plot, details of obscure glazing / privacy screens for that plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved, with the obscure glazing / privacy screens provided prior the occupation of unit (s) affected and retained as such thereafter.

Reason

In order to protect the privacy and amenity of the occupiers and users of the adjoining properties from undue overlooking in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan 2007.

- 40 a) Before any fit out works begin to the commercial / non-residential units within a particular plot, an independently verified BREEAM report for that plot (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;

- b) Within 3 months of occupation of a particular plot, a certified Post Construction Review (or other verification process agreed with the local planning authority) for that plot shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.

Reason

To ensure the proposal complies with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

- 41 Details of measures to prevent the channelling of southwesterly winds outside the entrances to the commercial hub shall be submitted to and approved in writing by the Local Planning Authority. The measures shall be implemented in accordance with the approved details prior to the occupation of plot 5.

Reason

To ensure that there would be suitable conditions outside this entrance to and avoid the creation of wind tunnels.

- 42 a) Prior to the occupation of any particular plot details to demonstrate that the plot has achieved or is on course to achieve secure by design certification shall be submitted to and approved in writing by the Local Planning Authority.
- b) Within three months of the final occupation of the development details of Secure by Design for the entire site

shall be submitted to the Local Planning Authority for approval in writing.

Reason

To ensure a safe and secure development, in accordance with saved policy 3.14 'Designing out crime' of the Southwark Plan (2007).

- 43 Before the first occupation of any particular plot the cycle storage facilities for that plot shall be provided in accordance with the details hereby approved and thereafter the facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 - Sustainable Transport of The Core Strategy and Saved Policy 5.3 Walking and Cycling of the Southwark Plan 2007.

- 44 Before the first occupation of any particular plot, the refuse storage for that plot shall be provided in accordance with the approved details and retained as such thereafter.

Reason

To ensure that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 201 and Saved Policies 3.2 Protection of Amenity and Policy 3.7 Waste Reduction of The Southwark Plan 2007

- 45 Prior to the commencement of any A3 (cafe or restaurant) uses within plot 3 full particulars and details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, shall be submitted to and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

Reason

In order to ensure that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

- 46 Pedestrian inter-visibility of 2x 2m must be provided at the vehicle access into the basement car park off Crimscott Street. Any planting within any site access visibility splay shall not exceed 600mm in height.

Reason

In the interests of highway safety, in accordance with saved policy 5.2 'Transport impacts' of the Southwark Plan (2007).

Statement of positive and proactive action in dealing with the application

The proposals have been amended to enable a positive recommendation to be made.

Informatics

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

The Highway Authority requires works to all existing and any proposed new streets and spaces (given for adoption or not) to be designed and constructed to adoptable standards.

Southwark Council's published adoptable standards as Highway Authority are contained in the Southwark Streetscape Design Manual (SSDM), www.southwark.gov.uk/ssdm.

Applicants will be required to enter into a s278 agreement under the Highways Act 1980 for any works to existing adopted Highways.

Phased Planning Permission

Regulation 9(4) of the Community Infrastructure Levy (CIL) Regulations 2010 (as amended) states in the case of a grant of phased planning permission, each phase of the development is a separate chargeable development. 'Phased planning permission' has the meaning defined in the interpretation section of the Regulations at 2(1). It states that a phased planning permission means a planning permission which expressly provides for development to be carried out in phases.

Phases for the Purposes of Calculating and Collecting CIL

Due to the structure of planning conditions attached to this planning permission, the CIL phases are:

- Demolition on a Phased basis, as defined by the Phasing Plan (Drawing Reference P006 Rev P05). Demolition comprises a CIL phase in its own right.
- The separate Development Plots identified on Drawing Reference 12144_X_(00)_P005. Each Development Plot are separate CIL phases in their own right.

Accordingly, each of the above CIL phases are separate chargeable developments and, in turn, will attract their own CIL liabilities.

RECOMMENDATION LDD MONITORING FORM REQUIRED

This document shows the case officer's recommended decision for the application referred to below.
This document is not a decision notice for this application.

Applicant	London Square Developments Ltd	Reg. Number	15/AP/2474
Application Type	Full Planning Permission		
Recommendation	Grant subject to Legal Agreement and GLA	Case Number	TP/47-36

Draft of Decision Notice

Planning Permission was GRANTED for the following development:

Demolition of four existing buildings and electricity substation and the development of a phased mixed-use scheme ranging from 3 - 9 storeys plus basements (maximum height 34.03m AOD) comprising a series of new buildings and retained/refurbished/extended buildings to provide a total of 19,468sqm (GIA) of commercial, retail, art gallery and storage floorspace (Use Classes A1, A2, A3, B1, B8 and D1) and 406 residential units (Use Class C3) plus associated highway and public realm works, landscaping, car and cycle parking, infrastructure works and associated works.

At: RICH INDUSTRIAL ESTATE, CRIMSCOTT STREET, LONDON SE1 5TE AND WILLOW WALK, LONDON SE1

In accordance with application received on 18/06/2015

and Applicant's Drawing Nos. Plot 1 North Elevation Overlay of Existing Building, Internal daylight report addendum 1, design and access statement, environmental statement and appendices by Waterman Energy, Environment & Design Ltd dated May 2015, environmental statement non-technical summary, statement of community involvement, health impact assessment, employment land statement / review, equalities impact assessment, draft s106 heads of terms, landscaping and open space statement, planning statement, sustainability statement, tree survey and assessment, energy strategy dated 27th January 2016, external daylight and sunlight results (appendix 16.2), letter from Waterman dated 4th December 2015 (ES statement of conformity / update letter), clarification information showing relationship with Alaska Buildings, waste management strategy dated December 2015, response to transport assessment comments dated December 2015.

0226_SEW_XX_1101 The Hide General Arrangement: Level 00 Rev 14,0226_SEW_XX_1101_M The Hide Gen Arrangement: Mez Level 00 Rev 08,0226_SEW_XX_1102 The Hide Gen Arrangement: Level 01 Rev 15,0226_SEW_XX_1103 The Hide Gen Arrangement: Level 02 Rev 08,0226_SEW_XX_1104 The Hide Gen Arrangement: Level 03 Rev 08,0226_SEW_XX_1105 The Hide Gen Arrangement: Level 04 Rev 08,0226_SEW_XX_1106 The Hide Gen Arrangement: Level 05 Rev 13,0226_SEW_XX_1107 The Hide General Arrangement: Level 06 Rev 12,0226_SEW_XX_1108 The Hide General Arrangement: Level 07 Rev

12,0226_SEW_XX_1109 The Hide General Arrangement: Level 08 Rev 10,0226_SEW_XX_1200 The Hide Section AA Rev 06,0226_SEW_XX_1201 The Hide Section BB Rev 06,0226_SEW_XX_2000 The Hide West Elevation Rev 09,0226_SEW_XX_2001 The Hide East Elevation Rev 07,0226_SEW_XX_2002 The Hide South Elevation Rev 06,0226_SEW_XX_2004 The Hide North Elevation Rev 06, 901_P_099 Rev 1 Plot 01 Basement Floor Plan (L0), 901_P_100 Rev 1 Plot 01 Ground Floor Plan (L0), 901_P_100m Rev 1 Plot 01 Mezzanine Floor Plan (L0m), 901_P_101 Rev 1 Plot 01 First Floor Plan (L1), 901_P_101m Rev 1 Plot 01 Mezzanine Floor Plan (L1m), 901_P_102 Rev 1 Plot 01 Second Floor Plan (L2), 901_P_103 Rev 1 Plot 01 Third Floor Plan (L3), 901_P_104 Rev 1 Plot 01 Fourth Floor Plan (L4), 901_P_105 Rev 1 Plot 01 Roof Plan (RF), 901_P_200 Rev 1 Plot 01 West Elevation, 901_P_201 Rev 1 Plot 01 East Elevation, 901_P_202 Rev 1 Plot 01 North Elevation, 901_P_203 Rev 1 Plot 01 South Elevation, 901_P_210 Rev 1 Plot 01 Detail Unit 12 Elevation, 901_P_211 Rev 1 Plot 01 Detail East Elevation, 901_P_212 Rev 1 Plot 01 Detail North Elevation, 901_P_213 Rev 1 Plot 01 Detail South Elevation, 901_P_300 Rev 1 Plot 01 Sections AA & BB, 12144_02_(00)_P099 Plot 2 Basement Floor Plan Rev P05,12144_02_(00)_P100 Plot 2 Ground Floor Plan Rev 05,12144_02_(00)_P100M Plot 2 Ground Floor Mezzanine Plan Rev P05,12144_02_(00)_P101 Plot 2 First Floor Plan Rev P05,12144_02_(00)_P102 Plot 2 Second Floor Plan Rev P05,12144_02_(00)_P103 Plot 2 Third Floor Plan Rev P05,12144_02_(00)_P104 Plot 2 Fourth Floor Plan Rev P05,12144_02_(00)_P105 Plot 2 Fifth Floor Plan Rev P05,12144_02_(00)_P106 Plot 2 Sixth Floor Plan Rev P05,12144_02_(00)_P107 Plot 2 Seventh Floor Plan Rev P05,12144_02_(00)_P108 Plot 2 Roof Plan Rev P05,12144_02_(00)_P200 Plot 2 West Elevation Rev P05,12144_02_(00)_P201 Plot 2 South Elevation Rev P05,12144_02_(00)_P202 Plot 2 East Elevation Rev P05,12144_02_(00)_P203 Plot 2 North Elevation Rev P05,12144_02_(00)_P300 Plot 2 Section A-A Rev P05,12144_02_(00)_P301 Plot 2 Section B-B Rev P05,12144_02_(00)_P302 Plot 2 Section C-C Rev P05,12144_04_(00)_P099 Plot 4 Basement Floor Plan Rev P02,12144_04_(00)_P100 Plot 4 Ground Floor Plan Rev P05,12144_04_(00)_P100M Plot 4 Ground Floor Mezzanine Plan Rev P05,12144_04_(00)_P101 Plot 4 First Floor Plan Rev P05,12144_04_(00)_P102 Plot 4 Second Floor Plan Rev P05,12144_04_(00)_P103 Plot 4 Third Floor Plan Rev P05,12144_04_(00)_P104 Plot 4 Fourth Floor Plan Rev P05,12144_04_(00)_P105 Plot 4 Fifth Floor Plan Rev P05,12144_04_(00)_P106 Plot 4 Sixth Floor Plan Rev P05,12144_04_(00)_P107 Plot 4 Roof Plan Rev P05,12144_04_(00)_P200 Plot 4 Crimscott Street Elevation (West) Rev P05,12144_04_(00)_P201 Plot 4 Willow Walk Elevation (South) Rev P05,12144_04_(00)_P202 Plot 4 Courtyard Elevation (East) Rev P05,12144_04_(00)_P203 Plot 4 North Elevation (Courtyard Elevation) Rev P05,12144_04_(00)_P300 Plot 4 Section A-A Rev P05,12144_04_(00)_P301 Plot 4 Section B-B Rev P05,12144_05_(00)_P099 Plot 5 Basement Floor Plan Rev P05,12144_05_(00)_P100 Plot 5 Ground Floor Plan Rev P05,12144_05_(00)_P101 Plot 5 First Floor Plan Rev P05,12144_05_(00)_P102 Plot 5 Second Floor Plan Rev P05,12144_05_(00)_P103 Plot 5 Third Floor Plan Rev P05,12144_05_(00)_P104 Plot 5 Fourth Floor Plan Rev P05,12144_05_(00)_P105 Plot 5 Fifth Floor Plan Rev P05,12144_05_(00)_P106 Plot 5 Sixth Floor Plan Rev P05,12144_05_(00)_P107 Plot 5 Seventh Floor Plan Rev P05,12144_05_(00)_P108 Plot 5 Roof Level Plan Rev P05,12144_05_(00)_P200 Plot 5 West Elevation Rev P05,12144_05_(00)_P201 Plot 5 East Elevation Rev P05,12144_05_(00)_P202 Plot 5 North Elevation Rev P05,12144_05_(00)_P203 Plot 5 South Elevation Rev P05,12144_05_(00)_P300 Plot 5 Section A-A Rev P04,12144_05_(00)_P301 Plot 5 Section B-B Rev P04,12144_05_(00)_P302 Plot 5 Section C-C Rev P04,12144_05_(00)_P303 Plot 5 Section D-D Rev P04,12144_06_(00)_P100 Plot 6 Ground Floor Plan Rev P05,12144_06_(00)_P100M Plot 6 Ground Floor Mezzanine Plan Rev P05,12144_06_(00)_P101 Plot 6 First Floor Plan Rev P05,12144_06_(00)_P102 Plot 6 Second Floor Plan Rev P05,12144_06_(00)_P103 Plot 6 Roof Plan Rev P05,12144_06_(00)_P200 Plot 6 West Elevation Rev P05,12144_06_(00)_P201 Plot 6 East Elevation Rev P05,12144_06_(00)_P202 Plot 6 North Elevation Rev P05,12144_06_(00)_P203 Plot 6 South Elevation Rev P05,12144_06_(00)_P300 Plot 6 Section A-A Rev P05,12144_06_(00)_P301 Plot 6 Section B-B Rev P05,12144_DAS ADDENDUM Design and Access Statement Addendum ,12144_Plot 02 Commercial Area Schedule Plot 02 Commercial Area Schedule ,12144_Plot 02 Detailed Area Schedule Plot 02 Detailed Area Schedule , 12144_Plot 02 Residential Schedule Plot 02 Residential Schedule ,12144_Plot 02 Room Schedule Plot 02 Room Schedule ,12144_Plot 03 Commercial Area Schedule Plot 03 Commercial Area Schedule ,12144_Plot 03 Detailed Area Schedule Plot 03 Detailed Area Schedule ,12144_Plot 03 Residential Schedule Plot 03 Residential Schedule ,12144_Plot 03 Room Schedule Plot 03 Room Schedule ,12144_Plot 04 Commercial Area Schedule Plot 04 Commercial Area Schedule ,12144_Plot 04 Detailed Area Schedule Plot 04 Detailed Area Schedule ,12144_Plot 04 Residential Schedule Plot 04 Residential Schedule ,12144_Plot 04 Room Schedule Plot 04 Room Schedule ,12144_Plot 05 Commercial Area Schedule Plot 05 Commercial Area Schedule ,12144_Plot 05 Detailed Area Schedule Plot 05

Detailed Area Schedule ,12144_Plot 05 Residential Schedule Plot 05 Residential Schedule ,12144_Plot 05 Room Schedule Plot 05 Room Schedule ,12144_Plot 06 Detailed Area Schedule Plot 06 Detailed Area Schedule ,12144_Plot 06 Residential Schedule Plot 06 Residential Schedule ,12144_Plot 06 Room Schedule Plot 06 Room Schedule ,12144_X_(00)_P001 Proposed Site Plan In Context Rev P03,12144_X_(00)_P006 Proposed Phasing Plan Rev P05,12144_X_(00)_P099 Level -1 Basement Plan Rev P05,12144_X_(00)_P100 Level 0 Ground Floor Plan Rev P05,12144_X_(00)_P100M Level 0 Mezzanine Floor Plan Rev P05,12144_X_(00)_P101 Level 1 First Floor Plan Rev P05,12144_X_(00)_P102 Level 2 Second Floor Plan Rev P05,12144_X_(00)_P103 Level 3 Third Floor Plan Rev P05,12144_X_(00)_P104 Level 4 Fourth Floor Plan Rev P05,12144_X_(00)_P105 Level 5 Fifth Floor Plan Rev P05,12144_X_(00)_P106 Level 6 Sixth Floor Plan Rev P06,12144_X_(00)_P107 Level 7 Seventh Floor Plan Rev P06,12144_X_(00)_P108 Level 08 Roof Plan Rev P05,12144_X_(00)_P200 Crimscott Street Elevation Rev P02,12144_X_(00)_P201 Yellow Walk Elevation Rev P02,12144_X_(00)_P202 Curtis Street Elevation Rev P02,12144_X_(00)_P300 Proposed Cross Section West - East 1 Rev P02,12144_X_(00)_P301 Proposed Cross Section West - East 2 Rev P02,12144_X_(00)_P302 Proposed Long Section Rev P02.

Subject to the following conditions:

Definitions

- a) "Phasing Plan" means the 3 phases of comprehensive redevelopment as assessed within the Environmental Statement (May 2015) and subsequent Statement of Conformity (December 2015). For the avoidance of doubt, the approved Phasing Plan is identified on Drawing Reference P006 Rev P05.
- b) "Development Plot or Plot" means the Development Plots identified on drawing reference 12144_X_(00)_P005. The Development Plots identified on this drawing are:

Development Plot 1; Development Plot 2; Development Plot 3; Development Plot 4; Development Plot 5, and; Development Plot 6.

SITE WIDE CONDITIONS

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

Plot 1 North Elevation Overlay of Existing Building, Internal daylight report addendum 1, design and access statement, environmental statement and appendices by Waterman Energy, Environment & Design Ltd dated May 2015, environmental statement non-technical summary, statement of community involvement, health impact assessment, employment land statement / review, equalities impact assessment, draft s106 heads of terms, landscaping and open space statement, planning statement, sustainability statement, tree survey and assessment, energy strategy dated 27th January 2016, external daylight and sunlight results (appendix 16.2), letter from Waterman dated 4th December 2015 (ES update letter), clarification information showing relationship with Alaska Buildings, waste management strategy dated December 2015, response to transport assessment comments dated December 2015.

0226_SEW_XX_1101 The Hide General Arrangement: Level 00 Rev 14,0226_SEW_XX_1101_M The Hide Gen Arrangement: Mez Level 00 Rev 08,0226_SEW_XX_1102 The Hide Gen Arrangement: Level 01 Rev 15,0226_SEW_XX_1103 The Hide Gen Arrangement: Level 02 Rev 08,0226_SEW_XX_1104 The Hide Gen Arrangement: Level 03 Rev 08,0226_SEW_XX_1105 The Hide Gen Arrangement: Level 04 Rev 08,0226_SEW_XX_1106 The Hide Gen Arrangement: Level 05 Rev 13,0226_SEW_XX_1107 The Hide General Arrangement: Level 06 Rev 12,0226_SEW_XX_1108 The Hide General Arrangement: Level 07 Rev 12,0226_SEW_XX_1109 The Hide General Arrangement: Level 08 Rev 10,0226_SEW_XX_1200 The Hide Section AA Rev 06,0226_SEW_XX_1201 The Hide Section BB Rev 06,0226_SEW_XX_2000 The Hide West Elevation Rev 09,0226_SEW_XX_2001 The Hide East Elevation Rev 07,0226_SEW_XX_2002 The Hide South Elevation Rev 06,0226_SEW_XX_2004 The Hide North Elevation Rev 06, 901_P_099 Rev 1 Plot 01 Basement Floor Plan (L0), 901_P_100 Rev 1 Plot 01 Ground Floor Plan (L0), 901_P_100m Rev 1 Plot 01 Mezzanine Floor Plan (L0m), 901_P_101 Rev 1 Plot 01 First Floor Plan (L1), 901_P_101m Rev 1 Plot 01 Mezzanine Floor Plan (L1m), 901_P_102 Rev 1 Plot 01 Second Floor Plan (L2), 901_P_103 Rev 1 Plot 01 Third Floor Plan (L3),

901_P_104 Rev 1 Plot 01 Fourth Floor Plan (L4), 901_P_105 Rev 1 Plot 01 Roof Plan (RF), 901_P_200 Rev 1 Plot 01 West Elevation, 901_P_201 Rev 1 Plot 01 East Elevation, 901_P_202 Rev 1 Plot 01 North Elevation, 901_P_203 Rev 1 Plot 01 South Elevation, 901_P_210 Rev 1 Plot 01 Detail Unit 12 Elevation, 901_P_211 Rev 1 Plot 01 Detail East Elevation, 901_P_212 Rev 1 Plot 01 Detail North Elevation, 901_P_213 Rev 1 Plot 01 Detail South Elevation, 901_P_300 Rev 1 Plot 01 Sections AA & BB, 12144_02_(00)_P099 Plot 2 Basement Floor Plan Rev P05, 12144_02_(00)_P100 Plot 2 Ground Floor Plan Rev P05, 12144_02_(00)_P100M Plot 2 Ground Floor Mezzanine Plan Rev P05, 12144_02_(00)_P101 Plot 2 First Floor Plan Rev P05, 12144_02_(00)_P102 Plot 2 Second Floor Plan Rev P05, 12144_02_(00)_P103 Plot 2 Third Floor Plan Rev P05, 12144_02_(00)_P104 Plot 2 Fourth Floor Plan Rev P05, 12144_02_(00)_P105 Plot 2 Fifth Floor Plan Rev P05, 12144_02_(00)_P106 Plot 2 Sixth Floor Plan Rev P05, 12144_02_(00)_P107 Plot 2 Seventh Floor Plan Rev P05, 12144_02_(00)_P108 Plot 2 Roof Plan Rev P05, 12144_02_(00)_P200 Plot 2 West Elevation Rev P05, 12144_02_(00)_P201 Plot 2 South Elevation Rev P05, 12144_02_(00)_P202 Plot 2 East Elevation Rev P05, 12144_02_(00)_P203 Plot 2 North Elevation Rev P05, 12144_02_(00)_P300 Plot 2 Section A-A Rev P05, 12144_02_(00)_P301 Plot 2 Section B-B Rev P05, 12144_02_(00)_P302 Plot 2 Section C-C Rev P05, 12144_04_(00)_P099 Plot 4 Basement Floor Plan Rev P02, 12144_04_(00)_P100 Plot 4 Ground Floor Plan Rev P05, 12144_04_(00)_P100M Plot 4 Ground Floor Mezzanine Plan Rev P05, 12144_04_(00)_P101 Plot 4 First Floor Plan Rev P05, 12144_04_(00)_P102 Plot 4 Second Floor Plan Rev P05, 12144_04_(00)_P103 Plot 4 Third Floor Plan Rev P05, 12144_04_(00)_P104 Plot 4 Fourth Floor Plan Rev P05, 12144_04_(00)_P105 Plot 4 Fifth Floor Plan Rev P05, 12144_04_(00)_P106 Plot 4 Sixth Floor Plan Rev P05, 12144_04_(00)_P107 Plot 4 Roof Plan Rev P05, 12144_04_(00)_P200 Plot 4 Crimscott Street Elevation (West) Rev P05, 12144_04_(00)_P201 Plot 4 Willow Walk Elevation (South) Rev P05, 12144_04_(00)_P202 Plot 4 Courtyard Elevation (East) Rev P05, 12144_04_(00)_P203 Plot 4 North Elevation (Courtyard Elevation) Rev P05, 12144_04_(00)_P300 Plot 4 Section A-A Rev P05, 12144_04_(00)_P301 Plot 4 Section B-B Rev P05, 12144_05_(00)_P099 Plot 5 Basement Floor Plan Rev P05, 12144_05_(00)_P100 Plot 5 Ground Floor Plan Rev P05, 12144_05_(00)_P101 Plot 5 First Floor Plan Rev P05, 12144_05_(00)_P102 Plot 5 Second Floor Plan Rev P05, 12144_05_(00)_P103 Plot 5 Third Floor Plan Rev P05, 12144_05_(00)_P104 Plot 5 Fourth Floor Plan Rev P05, 12144_05_(00)_P105 Plot 5 Fifth Floor Plan Rev P05, 12144_05_(00)_P106 Plot 5 Sixth Floor Plan Rev P05, 12144_05_(00)_P107 Plot 5 Seventh Floor Plan Rev P05, 12144_05_(00)_P108 Plot 5 Roof Level Plan Rev P05, 12144_05_(00)_P200 Plot 5 West Elevation Rev P05, 12144_05_(00)_P201 Plot 5 East Elevation Rev P05, 12144_05_(00)_P202 Plot 5 North Elevation Rev P05, 12144_05_(00)_P203 Plot 5 South Elevation Rev P05, 12144_05_(00)_P300 Plot 5 Section A-A Rev P04, 12144_05_(00)_P301 Plot 5 Section B-B Rev P04, 12144_05_(00)_P302 Plot 5 Section C-C Rev P04, 12144_05_(00)_P303 Plot 05 Section D-D Rev P04, 12144_06_(00)_P100 Plot 6 Ground Floor Plan Rev P05, 12144_06_(00)_P100M Plot 6 Ground Floor Mezzanine Plan Rev P05, 12144_06_(00)_P101 Plot 6 First Floor Plan Rev P05, 12144_06_(00)_P102 Plot 6 Second Floor Plan Rev P05, 12144_06_(00)_P103 Plot 6 Roof Plan Rev P05, 12144_06_(00)_P200 Plot 6 West Elevation Rev P05, 12144_06_(00)_P201 Plot 6 East Elevation Rev P05, 12144_06_(00)_P202 Plot 6 North Elevation Rev P05, 12144_06_(00)_P203 Plot 6 South Elevation Rev P05, 12144_06_(00)_P300 Plot 6 Section A-A Rev P05, 12144_06_(00)_P301 Plot 6 Section B-B Rev P05, 12144_DAS ADDENDUM Design and Access Statement Addendum , 12144_Plot 02 Commercial Area Schedule Plot 02 Commercial Area Schedule , 12144_Plot 02 Detailed Area Schedule Plot 02 Detailed Area 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Rev P05,12144_X_(00)_P106 Level 6 Sixth Floor Plan Rev P06,12144_X_(00)_P107 Level 7 Seventh Floor Plan
Rev P06,12144_X_(00)_P108 Level 08 Roof Plan Rev P05,12144_X_(00)_P200 Crimscott Street Elevation Rev
P02,12144_X_(00)_P201 Yellow Walk Elevation Rev P02,12144_X_(00)_P202 Curtis Street Elevation Rev
P02,12144_X_(00)_P300 Proposed Cross Section West - East 1 Rev P02,12144_X_(00)_P301 Proposed Cross
Section West - East 2 Rev P02,12144_X_(00)_P302 Proposed Long Section Rev P02.

Reason:

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

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

Reason

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

- 3 The development hereby permitted shall be carried out in accordance with phasing plan reference P006 Rev P05.

Reason

To ensure that any proposed new and / or different environmental effects relating to any proposed changes to the phasing of the Development have been properly assessed in accordance with the Town and Country Planning (Environmental Impact Assessment) Regulations 2015.

- 4 The development hereby permitted shall be carried out in accordance with approved Phasing Plan Reference P006 Rev P05. The Phasing Plan may be amended from time to time to reflect changes to the phasing of the development that were not foreseen at the time when the Phasing Plan was approved, subject to obtaining the prior written approval of the Local Planning Authority (in consultation with the GLA and Transport for London), and providing the submission of any updated Phasing Plan shall comply with the requirements of the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 2011 (as amended).

Reason

To allow for revisions to the approved phasing plan to enable development to be delivered in the interests of proper planning.

- 5 Development should not be commenced until: Impact studies of the existing water supply infrastructure have been submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

- 6 Prior to the commencement of development, construction method statements and detailed sections of the foundations and basement structures (temporary and permanent) showing the relationship between the basement extension and the public highway on Crimscott Street and Willow Walk including the root protection zones of any trees on the public highway shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved.

Reason:

To ensure that there would be no harm to the existing trees on the public highway.

- 7 No below grade works shall commence until details of a surface water drainage strategy, incorporating sustainable drainage principles, that seeks to achieve a reduction in surface water run-off rates of 50% of the existing runoff rate (in line with the Flood Risk Assessment and Drainage Strategy developed by Waterman Group, dated June 2015) from the site during a 1% Annual Exceedance Probability (AEP) event has been submitted to and approved in writing by Local Planning Authority. The site drainage must be constructed to the approved details.

Reason:

To minimise the potential for the site to contribute to surface water flooding in accordance with saved policy 3.9 Water of the Southwark Plan, Strategic policy 13 of the Core Strategy (2011) and guidance in the Sustainable Design and Construction SPD (2009).

- 8 Prior to the occupation of any part of the development details of a car parking management plan detailing how the spaces would be allocated and managed shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved.

Reason

To ensure that the on-site car parking would be effectively allocated across the development and to ensure that disabled occupants would have access to wheelchair accessible car parking spaces if required, in accordance with saved policy 4.7 'Parking standards for disabled people and the mobility impaired' of the Southwark Plan (2007).

- 9 The new access into the site from Grange Road shall be for use by pedestrians, cyclists and emergency service vehicles only. Details of signage, bollards or other means of preventing other vehicles from using this access shall be submitted to and approved in writing by the Local Planning Authority and provided in accordance with the approved details prior to the first occupation of the development.

Reason:

In the interests of highway safety, in accordance with saved policy 5.2 Transport impacts' of the Southwark Plan (2007).

- 10 Before the first occupation of any part of the development hereby permitted a Service Management Plan detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason

To ensure compliance with The National Planning Policy Framework 2012, Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policy 5.2 Transport Impacts of the Southwark Plan 2007.

- 11 Prior to the occupation of the development the car parking shall be provided in accordance with the approved plans, made available to the residential occupiers of the development and retained as such thereafter. 20% active and 20% passive electric vehicle charging points shall be provided and none of the parking shall be available for the commercial units within the development.

Reason

To ensure that there would be adequate car parking to serve the development and to encourage electric vehicle use, in accordance with strategic policy 2 'Sustainable transport' of the Core Strategy (2011) and saved policy 5.6 'Car parking' of the Southwark Plan (2007).

- 12 Any deliveries, unloading and loading to the commercial units shall only be between the following hours: Monday to Saturday - 0700 - 2000, Sundays/ Bank Holidays - not at all.

Reason

To ensure that and occupiers of the development and occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policies 3.2 Protection of Amenity of The Southwark Plan 2007

- 13 The access to the site from Curtis Street shall be limited to pedestrians, cyclists and emergency service vehicles only.

Reason

In the interest of the amenity of neighbouring residential occupiers, in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007).

- 14 The development hereby permitted shall be constructed to achieve at least a 35% carbon saving against the 2013 Building Regulations.

Reason

To ensure the development complies with the National Planning Policy Framework 2012, Strategic Policy 13 (High

environmental standards) of the Core Strategy 2011, saved policies 3.3 Sustainability and Energy Efficiency of the Southwark Plan and Policy 5.15 of the London Plan 2015 (Minimising carbon dioxide emissions).

- 15 The rated noise level from any plant, together with any associated ducting shall be 10 dB(A) or more below the measured LA90 level (15 min) at the nearest noise sensitive premises. The method of assessment shall be carried in accordance with BS4142:1997 'Rating industrial noise affecting mixed residential and industrial areas'.

Reason

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance from plant and machinery in accordance with the National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

- 16 The measures in the draft Travel Plan shall be implemented upon occupation of the development.

Reason

In order that the use of non-car based travel is encouraged in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 Sustainable Transport of The Core Strategy 2011 and Saved Policies 5.2 Transport Impacts, 5.3 Walking and Cycling and 5.6 Car Parking of the Southwark Plan 2007.

- 17 No developer, owner or occupier of any part of the development hereby permitted, with the exception of disabled persons, shall seek, or will be allowed, to obtain a parking permit within the controlled parking zone in Southwark in which the application site is situated.

Reason

To ensure compliance with Strategic Policy 2 - Sustainable Transport of the Core Strategy 2011 and saved policy 5.2 Transport Impacts of the Southwark Plan 2007.

- 18 The habitable rooms within the development sharing a party ceiling/floor element with commercial premises shall be designed and constructed to provide reasonable resistance to the transmission of sound sufficient to ensure that noise from the commercial premises does not exceed NR20.

Reason

To ensure that future occupiers of the development do not suffer a loss of amenity by reason of noise nuisance in accordance with the National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of the Southwark Plan (2007).

- 19 The development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment prepared by Waterman Infrastructure and Environment Ltd dated June 2015, unless otherwise agreed in writing by the Local Planning Authority.

Reason

To ensure the development is designed safely in reference to flood risk in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and Saved Policy 3.9 Water of the Southwark Plan 2007.

- 20 Any gallery uses or units within the scheme which become occupied by A3 uses (cafes and restaurants) shall not be permitted to open outside the hours of 0700-2300 daily.

Reason:

To safeguard the amenities of neighbouring residential properties in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

- 21 The dwellings hereby permitted shall be designed to ensure that the following internal noise levels specified by BS 8233:2014 Guidance on Sound Insulation and Noise Reduction for Buildings are not exceeded due to environmental noise:

Bedrooms - 35dB LAeq T *, 30 dB LAeq T + , 45dB LAFmax T *

Living rooms- 35dB LAeq T +

Dining room - 40 dB LAeq T +

* - Night-time 8 hours between 23:00-07:00
+ - Daytime 16 hours between 07:00-23:00.

Reason

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), and the National Planning Policy Framework 2012.

- 22 No infiltration of surface water drainage in to the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details, unless otherwise agreed in writing by the Local Planning Authority.

Reason

Infiltrating water has the potential to cause remobilisation of contaminants present in shallow soil or made ground which could ultimately cause pollution of groundwater.

DEMOLITION

- 23 No development shall take place, including any works of demolition, until a construction environmental management plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall oblige the applicant, developer and contractors to commit to current best practice with regard to site management and to use all best endeavours to minimise off site impacts and should be available and will include the following information:

- a) A detailed specification of demolition and construction works at each phase of development including consideration of all environmental impacts and the identified remedial measures;
- b) Engineering measures to eliminate or mitigate identified environmental impacts e.g. acoustic screening, sound insulation, vibration control, dust control, emission reduction, location of specific activities on site, etc.;
- c) Arrangements for direct responsive contact for nearby occupiers with the site management during demolition and/or construction (signage on hoardings, newsletters, resident's liaison meetings);
- d) A commitment to adopt and implement of the ICE Demolition Protocol and Considerate Contractor Scheme;
- e) To follow current best construction practice e.g. The London Mayors Supplementary Planning Guidance 'The Control of Dust and Emissions During Construction and Demolition', the Institute of Air Quality Management's 'Guidance on the Assessment of Dust from Demolition and Construction' and 'Guidance on Air Quality Monitoring in the Vicinity of Demolition and Construction Sites', BS5228 'Noise & Vibration on Construction and Open Sites' and relevant CIRIA practice notes and BRE practice notes;
- f) Site traffic: Routing of inbound and outbound site traffic, local junction capacities, one way site traffic, lay off areas, etc.;
- g) Waste Management: Accurate waste identification, separation, storage, registered waste carriers for transportation and disposal to appropriate destinations.

A copy of the CEMP shall be kept on site at all times and all demolition and construction work shall then be undertaken in strict accordance with the approved plan and relevant codes of practice, unless otherwise agreed in writing by the Local Planning Authority.

Reason:

To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of pollution and nuisance, in accordance with strategic policy 13 'High environmental standards' of the Core Strategy (2011) saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), and the National Planning Policy Framework 2012.

- 24 Prior to works commencing, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority, particularly in relation to the off-site TPO Plane tree to the rear of Bermondsey Medical Mission, and to highway trees.

Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation.

The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the method statement. Following the pre-commencement meeting all tree protection measures shall be installed, carried out and retained throughout the

period of the works, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.

If within the expiration of 5 years from the date of the occupation of the building for its permitted use any retained tree on or adjoining the site is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

Reason

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

PHASE CONDITIONS

- 25 Before any work begins on a particular phase, including demolition, the applicant or successors in title shall secure the implementation of a programme of archaeological building recording for that phase in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the archaeological operations are undertaken to a suitable standard as to the details of the programme of works for the archaeological building recording in accordance with PPS5, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policy 3.19 Archaeology of the Southwark Plan 2007.

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

Reason

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance

with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13' High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework 2012.

- 27 Before any below ground work hereby authorised begins on a particular phase the applicant shall secure the implementation of a programme of archaeological mitigation works for that phase, in accordance with a written scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 28 Before any below work hereby authorised begins on a particular phase, the applicant shall secure the implementation of a programme of archaeological evaluation works for that phase in accordance with a written scheme of investigation shall be submitted to and approved in writing by the Local Planning Authority.

Reason

In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 29 Within one year of the completion of archaeological site works, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation of the archive shall be submitted to and approved in writing by the Local Planning Authority and that the works detailed in this assessment report shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2012.

- 30 Prior to the commencement of above grade works on any particular phase, details of the children's play equipment for that phase shall be submitted to and approved in writing by the Local Planning Authority. The play equipment shall be provided in accordance with the details thereby approved prior to the occupation of that phase.

Reason

To ensure that appropriate play facilities would be provided, in accordance with saved policy 4.3 'Quality of accommodation' of the Southwark Plan (2007).

- 31 Before any above grade work hereby authorised begins on a particular phase, detailed drawings of a hard and soft landscaping scheme for that phase showing the treatment of all parts of the site not covered by buildings (including cross sections, surfacing materials of any parking, access, or pathways layouts, materials and edge details, boundary treatment and material samples of hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason

So that the Council may be satisfied with the details of the landscaping scheme in accordance with The National Planning Policy Framework 2012 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design

and Policy 3.28 Biodiversity.

PLOT CONDITIONS

- 32 No impact piling for a particular plot within the development shall take place until a piling method statement for that plot (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise any risk to ground water, the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency and Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason:

To prevent any contamination of ground water or damage to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure. You are advised to contact the Environment Agency and Thames Water Developer Services (on 0800 3921) to discuss these requirements.

- 33 Before development is commenced on a particular plot (excluding demolition) the applicant shall submit written confirmation from the appointed building control body that the specifications for each dwelling identified in the detailed construction plans for that plot meet the standard of the Approved Document M of the Building Regulations (2015) required in the schedule below and as corresponding to the approved floor plans. The development shall be carried out in accordance with the details thereby approved by the appointed building control body

Wheelchair accessible units M4(3)(2b)

01_01_14,01_02_14,04_01_05,04_01_07,04_01_08,04_02_15,04_02_17,04_02_18,04_03_25,04_03_27,04_03_28,04_04_37,04_04_38,04_05_45,04_05_46,04_04_35,04_05_44,05_03_18,05_03_27,05_03_28,05_03_29,05_04_47,05_04_56,05_04_57,05_04_58,06_00_04,06_01_06,06_01_07,06_01_09,06_02_11

Wheelchair adaptable units M4(3)(2a)

01_01_01, 01_02_01, 05_03_06, 05_03_10, 05_03_11, 05_04_35, 05_04_39, 05_04_40, 05_05_64, 05_05_68, 05_05_69, 05_05_76

Reason

To ensure the development complies with Core Strategy 2011 Strategic Policy 5 (Providing new homes) and London Plan 2015 Policy 3.8 (Housing choice).

- 34 Prior to the commencement of above grade works on a particular plot, detailed drawings (scale 1:5) through the following elements for that plot shall be submitted to and approved in writing by the Local Planning Authority.

- a) Parapets and roof edges;
- b) Balconies and shutters;
- c) Junctions with existing buildings; and
- d) Heads, cills and jambs of all openings (both residential and commercial)

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

Reason:

In order that the Local Planning Authority may be satisfied as to the quality of the design and details in accordance with Policies: 3.12 Quality in Design; 3.13 Urban Design; of The Southwark Plan (UDP) July 2007.

- 35 Prior to the commencement of above grade works on a particular plot, sample panels of all external facing materials for that plot including window frames, 1 sqm panels of each type of brickwork showing mortar, bond and pointing, powder coated aluminium cladding panels for plot 1 and 1 sqm panels of the perforate anodized aluminium for plot 3 shall be presented on site and approved in writing by Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied that these samples will make an acceptable contextual

response in terms of materials to be used, and achieve a quality of design and detailing in accordance with saved policies: 3.12 Quality in Design; 3.13 Urban Design; and 3.18 Setting of listed buildings, conservation areas and world heritage sites; of The Southwark Plan 2007.

- 36 Before any above grade work hereby authorised begins on a particular plot, details (including a specification and maintenance plan) of the green/brown roofs, terraces and planters to be provided in that plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given, and the green/brown roofs, terraces and planters are to be retained for the duration of the use. Where trees and large shrubs are proposed to be provided within planters, details of irrigation shall be provided such that water is available for the maintenance by mains, grey water or other sustainable drainage specification such as attenuation tanks and automated irrigation systems.

Reason

To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity, in addition to the attenuation of surface water runoff, it in accordance with The National Planning Policy Framework 2012, Strategic Policy 11 Open spaces and wildlife, Strategic Policy 12 Design and Conservation and Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policies 3.2 Protection of amenity; 3.12 Quality in Design, 3.13 Urban design and 3.28 Biodiversity of the Southwark Plan 2007.

- 37 Prior to the commencement of above grade work on a particular plot, details of bird nesting boxes for that plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved.

Reason

To enhance the ecological value of the site, in accordance with saved policy 3.28 'Biodiversity' of the Southwark Plan (2007).

- 38 Prior to the commencement of above grade work on a particular plot, details of obscure glazing / privacy screens for that plot shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved, with the obscure glazing / privacy screens provided prior the occupation of unit (s) affected and retained as such thereafter.

Reason

In order to protect the privacy and amenity of the occupiers and users of the adjoining properties from undue overlooking in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan 2007.

- 39 a) Before any fit out works begin to the commercial / non-residential units within a particular plot, an independently verified BREEAM report for that plot (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to achieve a minimum 'excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;
- b) Within 3 months of occupation of a particular plot, a certified Post Construction Review (or other verification process agreed with the local planning authority) for that plot shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.

Reason

To ensure the proposal complies with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

- 40 Details of measures to prevent the channelling of southwesterly winds outside the entrances to the commercial hub shall be submitted to and approved in writing by the Local Planning Authority. The measures shall be implemented in accordance with the approved details prior to the occupation of plot 5.

Reason

To ensure that there would be suitable conditions outside this entrance to and avoid the creation of wind tunnels.

- 41 a) Prior to the occupation of any particular plot details to demonstrate that the plot has achieved or is on course to

achieve secure by design certification shall be submitted to and approved in writing by the Local Planning Authority.

b) Within three months of the final occupation of the development details of Secure by Design for the entire site shall be submitted to the Local Planning Authority for approval in writing.

Reason

To ensure a safe and secure development, in accordance with saved policy 3.14 'Designing out crime' of the Southwark Plan (2007).

- 42 Before the first occupation of any particular plot the cycle storage facilities for that plot shall be provided in accordance with the details hereby approved and thereafter the facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason

To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building in order to encourage the use of alternative means of transport and to reduce reliance on the use of the private car in accordance with The National Planning Policy Framework 2012, Strategic Policy 2 - Sustainable Transport of The Core Strategy and Saved Policy 5.3 Walking and Cycling of the Southwark Plan 2007.

- 43 Before the first occupation of any particular plot, the refuse storage for that plot shall be provided in accordance with the approved details and retained as such thereafter.

Reason

To ensure that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 High Environmental Standards of the Core Strategy 201 and Saved Policies 3.2 Protection of Amenity and Policy 3.7 Waste Reduction of The Southwark Plan 2007

- 44 Prior to the commencement of any A3 (cafe or restaurant) uses within plot 3 full particulars and details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, shall be submitted to and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

Reason

In order to ensure that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2012, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

- 45 Pedestrian inter-visibility of 2x 2m must be provided at the vehicle access into the basement car park off Crimscott Street. Any planting within any site access visibility splays shall not exceed 600mm in height.

Reason

In the interests of highway safety, in accordance with saved policy 5.2 'Transport impacts' of the Southwark Plan (2007).

Statement of positive and proactive action in dealing with the application

The proposals have been amended to enable a positive recommendation to be made.

Informatics

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

The Highway Authority requires works to all existing and any proposed new streets and spaces (given for adoption or not) to be designed and constructed to adoptable standards.

Southwark Council's published adoptable standards as Highway Authority are contained in the Southwark Streetscape Design Manual (SSDM), www.southwark.gov.uk/ssdm.

Applicants will be required to enter into a s278 agreement under the Highways Act 1980 for any works to existing adopted Highways.

Phased Planning Permission

Regulation 9(4) of the Community Infrastructure Levy (CIL) Regulations 2010 (as amended) states in the case of a grant of phased planning permission, each phase of the development is a separate chargeable development. 'Phased planning permission' has the meaning defined in the interpretation section of the Regulations at 2(1). It states that a phased planning permission means a planning permission which expressly provides for development to be carried out in phases.

Phases for the Purposes of Calculating and Collecting CIL

Due to the structure of planning conditions attached to this planning permission, the CIL phases are:

- Demolition on a Phased basis, as defined by the Phasing Plan (Drawing Reference P006 Rev P05). Demolition comprises a CIL phase in its own right.
- The separate Development Plots identified on Drawing Reference 12144_X_(00)_P005. Each Development Plot are separate CIL phases in their own right.

Accordingly, each of the above CIL phases are separate chargeable developments and, in turn, will attract their own CIL liabilities.

SCHEDULE 1

[Draft Planning Permission]

SCHEDULE 2

PART ONE

1. AFFORDABLE HOUSING

- 1.1 The provisions of this Schedule shall come into effect on the Implementation Date.
- 1.2 The Owner covenants with the Council:
 - 1.2.1 that the Affordable Housing Units including the Wheelchair Parking Spaces as part of the Development upon the Site shall be constructed or procured at no cost to the Council and in accordance with the Development Plan and the Residential Design Standards Supplementary Planning Document 2011 and 2015 Technical Update and the Affordable Housing Supplementary Planning Document 2008 extant at the date of the Planning Permission.
 - 1.2.2 Unless otherwise agreed in writing by the Council, the proportion of the Affordable Housing Units to be constructed as Wheelchair Accessible Affordable Housing Units and Wheelchair Adaptable Shared Ownership Units shall be constructed in accordance with the Development Plan and the Residential Design Standards Supplementary Planning Document (September 2011), the 2015 Technical Update to the Residential Design Standards Supplementary Planning Document and the Affordable Housing Supplementary Planning Document 2008 extant at the date of the Planning Permission..

Phasing of Affordable Housing

2. The Owner covenants with the Council:
 - 2.1 that the Affordable Housing Units shall be delivered in the Affordable Housing Phases with Affordable Housing Phase 1 preceding Affordable Housing Phase 2;
 - 2.2 that the Affordable Housing Units in each Affordable Housing Phase shall be Completed and available for residential Occupation and handed over to the Registered Provider upon Completion of the Affordable Housing in such Affordable Housing Phase to a standard fit for residential Occupation and the Owner shall not Occupy (or permit Occupation of) more than 50% of the Remaining Units in each Affordable Housing Phase unless and until:
 - 2.2.1 the Affordable Housing Units in such Affordable Housing Phase have been constructed on Site and made ready for Occupation in accordance

with paragraph 2.1 and 2.2 and handed over to the Registered Provider; and

2.2.2 the Owner has entered into a binding agreement to transfer the freehold or grant a long lease or leases for a term of at least one hundred and twenty five years of the Affordable Housing Units in such Affordable Housing Phase to the Registered Provider and evidence of such agreement has been provided to the Council.

2.3 The total consideration payable by a Registered Provider for the grant of the lease and for the construction of the Affordable Housing Units in aggregate shall be limited to an amount whereby the Registered Provider need not apply for nor obtain any of the following:

2.3.1 Social Housing Grant pursuant to section 18 of the Housing Act 1996

2.3.2 A local authority social housing grant pursuant to section 22 of the Housing Act 1996

2.3.3 any other grant loan or similar scheme within the meaning Chapter III of Part I of the Housing Act 1996

2.3.4 Any amendments re-enactments or successor provisions pertaining to Clauses 2.3.1, 2.3.2 and 2.3.3 above.

provided that nothing herein prohibits the payment by the Registered Provider to the Owner of any amounts from the Registered Provider's own resources or which it may raise by means of private financing.

2.4 Within 3 months of the Implementation Date the Owner covenants with the Council that it shall submit to the Director of Planning the name of the chosen Registered Provider (for his approval only in the case of a Registered Provider not on the Council's approved list such approval not to be unreasonably withheld or delayed).

2.5 Subject to the provisions of clause 8 the Owner covenants with the Council that the Affordable Housing Units shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in the London Borough of Southwark area in perpetuity SAVE that the Shared Ownership Units may be purchased by those who meet the criteria imposed by the Greater London Authority through the First Steps home ownership scheme or such intermediate housing programme as may replace the First Steps home ownership scheme from time to time.

Promotion of the Shared Ownership Units During Shared Ownership Pre- Marketing Period

3. The Owner shall promote the Shared Ownership Units during the Shared Ownership Pre- Marketing Period and in accordance with the provisions of this paragraph 3.
 - 3.1 The promotion referred to in paragraph 3 above shall be conducted to ensure that the Shared Ownership Units are promoted to as wide an audience as reasonably practicable through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 3.1.1 to enable prospective purchasers to register their interest in the Shared Ownership Units prior to the Shared Ownership Marketing Period and shall include details of the location, room sizes, amenity space of the Shared Ownership Units.
 - 3.1.1 The Shared Ownership Units shall be promoted for a minimum of two times during the Shared Ownership Pre-Marketing Period (commencing with the first week of the Shared Ownership Pre- Marketing Period) in the following places:
 - (a) On www.sharetobuy.com/;
 - (b) On www.thelittlehousecompany.co.uk;
 - (c) In two local newspapers in the London Borough of Southwark;
 - (d) Or such other place as reasonably requested by the Council

Marketing of Shared Ownership Units During Shared Ownership Marketing Period

4. The Owner shall market the Shared Ownership Units during the Shared Ownership Marketing Period and in accordance with the provisions of this paragraph 4.
 - 4.1 The marketing referred to in paragraph 4 above shall be conducted to ensure that the Shared Ownership Units are marketed to as wide an audience as reasonably practicable through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 4.2 and the marketing details shall include a detailed property specification including a floor plan, details of the fixtures and fittings and amenity space of the Shared Ownership Units and benefits of the shared ownership scheme.
 - 4.1.1 The Shared Ownership Units shall be advertised for a minimum of two times during the Shared Ownership Marketing Period (commencing with the first week of the Shared Ownership Pre – Marketing Period) in the following places:
 - (a) On www.sharetobuy.com/;
 - (b) On www.thelittlehousecompany.co.uk;

- (c) In two local newspapers in the London Borough of Southwark;
- (d) Or such other place as reasonably requested by the Council
- 4.2 If at the end of the Shared Ownership Marketing Period there are Shared Ownership Units for which there has been no Disposal or Exchange of Contracts the Owner may Dispose of such Dwellings to households where the average total gross household annual income does not exceed £90,000 (or such higher figure as shall be determined by the London Plan) who meet the London-wide eligibility criteria as set out in the London Housing Strategy 2014 in accordance with the London Plan March 2015 subject to the prior approval of the Council in writing having regard to the evidence submitted pursuant to paragraph 4.3 below.
- 4.3 The Owner will submit to the Director of Planning, for approval in writing, the details of the promotion and marketing undertaken pursuant to paragraph 3.1.1. and confirm that the same promotion and marketing will be undertaken during the Shared Ownership Marketing Period pursuant to paragraph 4.1.1 above. Such submission will be supported by such evidence as the Council may reasonably require, such information to include the date of first promotion and advertisement and webposting of the Shared Ownership Units and the number of Shared Ownership Units Disposed of and a detailed schedule of offers received in respect of the Shared Ownership Contracts together with evidence of continual promotion and marketing over the Shared Ownership Pre-Marketing Period and the Shared Ownership Marketing Period as appropriate.
- 4.4 In the event that the Council is not satisfied with the promotion undertaken pursuant to paragraph 3 of Schedule 2 it will notify the Developer within fourteen days of submission of the relevant information to it and shall extend the period of promotion for another two months.
- 4.5 In the event that the Council is not satisfied with the marketing undertaken pursuant to paragraph 4 of Schedule 2 it will notify the Owner within fourteen days of submission of the relevant information to it and shall extend the period of marketing for another two months.
- 4.6 The Owner shall not Dispose of or permit the Disposal of the Shared Ownership Units or Exchange of Contracts in respect of any of the Shared Ownership Units to households where the average total gross household income exceeds the initial thresholds that will apply during the Shared Ownership Marketing Period referred to within the definition of Affordable Housing in this Agreement until the Council has confirmed its approval of the promotion and marketing of the Shared Ownership Units pursuant to paragraph 4.3 For the avoidance of doubt nothing in this clause 4.6 shall at any time prevent the Owner from the Disposal of or permitting the Disposal of the

Shared Ownership Units to households to whom first priority shall be given in accordance with the definition of Affordable Housing in this Agreement.

PART TWO

APPROVED AFFORDABLE HOUSING MIX

Units	Social Rented	Intermediate	Total
1 bed	39	23	62
2 bed	26	20	46
3 bed	19	2	21
4 bed	6	0	6
Total	90	45	135

WHEELCHAIR ACCESSIBLE AND WHEELCHAIR ADAPTABLE AFFORDABLE HOUSING UNITS INCLUDED IN THE APPROVED AFFORDABLE HOUSING MIX

Units	Social Rented	Intermediate	Total
1 bed	7		7
2 bed	12	2	14
3 bed	7		7
4 bed	2		2
Total	28	2	30

PART THREE

VIABILITY

For the avoidance of doubt;

- (i) the provisions of this Part Three of Schedule Two will only take effect if paragraphs 1.1 or 1.2 below require the Owner to submit a Viability Review Update to the Council. If the Owner is not required to submit a Viability Review Update to the Council the provisions of this Part Three of Schedule Two shall have no effect;
- (ii) the reference to the level of Affordable Housing falling below Policy Complaint Level for an Affordable Housing Phase means that the amount of Affordable Housing that will be provided on the Affordable Housing Phase if the whole Affordable Housing Phase is built out in accordance with the Planning Permission will be less than the Policy Compliant Level of Affordable Housing for such Affordable Housing Phase (with "Policy Compliant Level" having the meaning given to it in clause 1 of this Agreement), and
- (iii) any Viability Review Update shall relate to the Development as a whole.

1. Viability

- 1.1 If at any time before the Owner has exchanged contracts with a Registered Provider in respect of the Affordable Housing Units on an Affordable Housing Phase for such Affordable Housing Units to be transferred or leased for not less than 125 years to a Registered Provider the level of Affordable Housing on such Affordable Housing Phase falls below the Policy Compliant Level for such Affordable Housing Phase either by agreement between the parties or statutory procedure the Owner shall not permit the Occupation of any part of such Affordable Housing Phase until it has submitted a Viability Review Update to the Council.
- 1.2 The Viability Review Update referred to in paragraph 1.1 above shall be submitted after Substantial Implementation.
- 1.3 In addition to a Viability Review Update, the Owner shall provide:-
 - 1.2.1 a Relevant Report; or
 - 1.2.2 a Deferred Affordable Housing Scheme; or
 - 1.2.3 a Deferred Affordable Housing Payment Scheme.

2. Validation of Viability Review Update

- 2.1 Within 10 Working Days of receipt of a Viability Review Update (unless otherwise agreed between the Council and the Owner), the Council shall either:

- (a) confirm in writing to the Owner that it has received a valid Viability Review Update, the Relevant Report, the Deferred Affordable Housing Scheme and/or the Deferred Affordable Housing Payment Scheme ("the Validation Date"); or
- (b) request such further financial, planning, legal or other information it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph shall amount to agreement of any of the matters contained in the Viability Review Update or associated documents nor preclude the Council from seeking further relevant information during the course of negotiations pursuant to paragraph 3 below.

- 2.2 On receipt of any request for further information, the Owner shall as soon as reasonably practicable and in any case within 10 Working Days (or such longer period as may be agreed between the Council and the Owner) of such request provide to the Council the information requested whereupon the Council shall confirm receipt of a valid Viability Review Update in writing (and such date shall be deemed the Validation Date).
- 2.3 The Owner acknowledges that during the course of negotiations pursuant to paragraph 3 below, the Council or its agents shall be entitled to seek such further information as either) deems relevant or reasonable to settling the Viability Review Update with which the Owner shall comply using reasonable endeavours.

3. Review of Viability

- 3.1 The Council shall be entitled to instruct external agents to act on its behalf to review and assess the Viability Review Update and associated documents and the Owner shall pay the Council's reasonable and properly incurred costs of that review and subsequent advice to the Council.
- 3.2 The Council shall within five Working Days of receipt provide the Owner with copies of all reports and similar provided by such external agents.
- 3.3 For a period not exceeding 2 calendar months commencing on the Validation Date (unless otherwise agreed between the Council and the Owner), the Council (or its agents) and the Owner both acting reasonably and in good faith shall review the Viability Review Update and associated documents and give effect to an agreement as to the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment to be provided by the Owner in a Memorandum.
- 3.4 Within 3 calendar months of the Validation Date, the Council shall confirm in writing that:-

- (a) it rejects (with reasons) the conclusions of the Viability Review Update as submitted ("Non-Acceptance Notice");
- (b) it accepts the conclusions of the Viability Review Update or as revised following a review between the Owner and the Council and the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment Scheme is agreed by way of a completed Memorandum ("Acceptance Notice"); or
- (c) it accepts the conclusions of the Viability Review Update as submitted or as negotiated between the Owner and the Council and confirms that no Deferred Affordable Housing Units or Deferred Affordable Housing Payment is triggered.

4. Referral to the Specialist

- 4.1 In the event that the Council has not issued the confirmation referred to in paragraph 3.4 within the period referred to in paragraph 3.4 either party shall be entitled to refer the matter to the Specialist for determination (unless otherwise agreed between the Council and the Owner) and the date the matter is referred shall be referred to as the "Referral Date".
- 4.2 Unless otherwise agreed between the Council and the Owner or required by the Specialist, each party shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review Update which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing Units or a Deferred Affordable Housing Payment could be provided ("the Representations Period").
- 4.3 In addition to the matters specified in paragraph 4.2 above, in making his determination the Specialist shall have regard to:-
 - (a) all relevant material submitted to him by the Council and the Owner;
 - (b) such financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
 - (c) the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to the Deferred Affordable Housing Scheme and the Deferred Affordable Housing Payment.
- 4.4 Unless otherwise agreed by the Council and the Owner or notified to them by the Specialist, the Specialist shall be appointed on the basis that if the Specialist determines that the Deferred Affordable Housing Units could be provided that his or her decision shall include a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment Scheme ("the Decision") which the Owner and the Council shall thereafter incorporate in a completed Memorandum in accordance with paragraph 8 below.

5. Deferred Units

The Owner covenants to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on Site as part of the Development and in accordance with the Deferred Affordable Housing Scheme and the obligations and covenants on the part of the Owner in Part One of this Schedule (or as otherwise agreed in writing with the Council).

6. Deferred Affordable Housing Payment

If the Specialist determines or the Owner and the Council agree that the Development can viably support Deferred Affordable Housing Units but that the Deferred Affordable Housing Units cannot be provided within the Development (and the Council and the Owner have not agreed that the Deferred Affordable Housing Units can be provided on land other than the Site), the Owner shall pay to the Council the Deferred Affordable Housing Payment prior to Occupation of Affordable Housing Phase 1 (in respect of a Viability Review Update in respect of Affordable Housing Phase 1) or Affordable Housing Phase 2 (in respect of a Viability Review Update in respect of Affordable Housing Phase 2), as appropriate.

7. Expiry of Viability Review Update

- 7.1 If the Viability Review Update has been prepared and 12 months have expired from the endorsement of a Memorandum pursuant to paragraph 8 without the Development being Substantially Implemented on the Affordable Housing Phase that triggered the requirement to provide the Viability Review Update concerned, the Memorandum and the Viability Review Update concerned shall cease to have effect and the provisions of this Part 3 of Schedule 2 shall apply as if the restriction in paragraph 1.1 took effect at the end of such 12 month period, rather than when the level of Affordable Housing on the Affordable Housing Phase concerned fell below the Policy Compliant Level for such Affordable Housing Phase.

8. Memorandum

- 8.1 Within 15 Working Days of the Council and the Owner agreeing (or the Specialist determining by issuing his Decision) a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment, the Owner and the Council shall record the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment by completing a Memorandum by authorised signatories of both the Owner and the Council signing the same.
- 8.2 The Council and the Owner agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-

'The Parties have agreed the details of the [Deferred Affordable Housing Scheme/Deferred Affordable Housing Payment] by way of signed Memorandum between the Council and the Owner dated 20xx'

- 8.3 In the event that Deferred Affordable Housing Units are to be provided, this Agreement shall be construed such that the number of Deferred Affordable Housing Units shall be included within the definition of Affordable Housing Units.
- 8.4 In the event that a Deferred Affordable Payment is to be made, the Deferred Affordable Housing Payment shall be paid in accordance with the terms of the Memorandum.

9. Viability Actual Value Review

- 9.1 Following the endorsement of a Memorandum pursuant to paragraph 8 requiring Deferred Affordable Housing to be provided or a Deferred Affordable Housing Payment to be made the Owner shall not permit the Occupation of more than 50% of the Remaining Units on the Affordable Housing Phase concerned until submitting a Viability Actual Value Review to the Council for its approval in writing.
- 9.2 Paragraph 2 to 10 of this Schedule shall apply in respect to the Viability Actual Value Review and the Viability Actual Value Sum as they do to a Viability Review Update *mutatis mutandis*.
- 9.3 For the avoidance of doubt this paragraph 9 shall not apply if the Council and the Owner agree (or a Specialist determines) that no Deferred Affordable Housing need be provided and no Deferred Affordable Housing Payment need be made.

10. Restriction on Implementation and Occupation

- 10.1 If a Viability Review Update is required to be submitted, the Owner shall not Implement or continue to Implement the Development until after the Validation Date in respect of such Viability Review Update;
- 10.2 If a Viability Review Update is required to be submitted, the Owner shall not Occupy the Affordable Housing Phase that triggered the requirement for the Viability Review Update until:-
 - (a) the Council or the Specialist has confirmed in writing that the Viability Review Update is accepted and no Deferred Affordable Housing Units are required;
 - (b) the Council has confirmed its approval of the Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum;
 - (c) if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment and the same has been documented by way of a

Memorandum and, if a Deferred Affordable Housing Payment is to be made, it has been received by the Council;

- 10.3 In the event a Viability Actual Value Review is required to be submitted, the Owner shall not Occupy more than 75% of the Remaining Units on the Affordable Housing Phase concerned until the Viability Actual Value Review Sum (if any) has been paid to the Council in full.

SCHEDULE 3

WHEELCHAIR UNITS

1. **Wheelchair Accessible and Wheelchair Adaptable Affordable Housing Units**

- 1.1 The Owner covenants with the Council that following the Implementation Date and subject to paragraph 1.2 the Wheelchair Accessible Affordable Housing Units and Wheelchair Adaptable Shared Ownership Units shall be constructed in accordance with Condition 33 of the Planning Permission.
- 1.2 Paragraph 1.1 shall not apply to any Wheelchair Accessible Affordable Housing Units and Wheelchair Adaptable Shared Ownership Units in respect of which a Wheelchair Affordable Housing Contribution is paid.

2. **Disposal of Wheelchair Adaptable Shared Ownership Units**

- 2.1 The Owner shall market the Wheelchair Adaptable Shared Ownership Units for the duration of the Marketing Period for Wheelchair Adaptable Shared Ownership Units as may be and in accordance with this Schedule.
- 2.2 The marketing referred to in paragraph 2.1 above shall be conducted to ensure that the Wheelchair Adaptable Shared Ownership Units are marketed to as wide an audience as reasonably practicable through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 2.3 and the marketing details shall include separate marketing material specifically aimed at wheelchair users and which indicate room sizes and specification.
- 2.3 The Wheelchair Adaptable Shared Ownership Units shall be advertised as a minimum in the following places:
 - 2.3.1 on the accessible property website (<http://www.accessible-property.org.uk>) or equivalent national website on www.housingoptions.co.uk
 - 2.3.2 on www.sharetobuy.com/
 - 2.3.3 on www.thelittlehousecompany.co.uk
 - 2.3.4 in SAGA magazine or similar London periodical aimed at an older readership
 - 2.3.5 in the "Fifty Plus" free newspaper published by Age UK
 - 2.3.6 on <http://www.accessmagazine.co.uk/>
 - 2.3.7 on <http://www.disabilitynow.org.uk/>
 - 2.3.8 or such other place as reasonably requested by the Council.

- 2.4 If at the end of the Marketing Period for the Wheelchair Adaptable Shared Ownership Units (or such other period as may be agreed in writing by the Council), there are Wheelchair Adoptable Shared Ownership Units for which there has been no Exchange of Contracts, then the following will apply;
- 2.4.1 the Wheelchair Adaptable Shared Ownership Units in respect of which there has been no Exchange of Contracts shall revert to general Intermediate Housing
- 2.5 Prior to the Wheelchair Adaptable Shared Ownership Units reverting to general Intermediate Housing the Owner shall submit to the Director of Planning and obtain his approval in writing (such approval not to be unreasonably withheld or delayed) to the details of the marketing undertaken pursuant to paragraphs 2.1, 2.2 and 2.3 above in respect of the Wheelchair Adaptable Shared Ownership Units supported by such evidence as the Council may reasonably require such information to include the date of first advertisement and webposting of each Wheelchair Adaptable Shared Ownership Unit and the number of such Units sold and evidence of continual marketing over the Marketing Period.

3. Disposal of Wheelchair Adaptable Remaining Units

- 3.1 The Owner shall market the Wheelchair Adaptable Remaining Units for the duration of the Marketing Period for Wheelchair Adaptable Remaining Units and in accordance with this Schedule.
- 3.2 The marketing referred to in paragraph 3.1 above shall be conducted to ensure that the Wheelchair Adaptable Remaining Units are marketed to as wide an audience as reasonably practicable through websites, publications and liaison with appropriate agencies not limited to the list in paragraph 3.3 and the marketing details shall include separate marketing material specifically aimed at wheelchair users and which indicate room sizes and specification.
- 3.3 The Wheelchair Adaptable Remaining Units shall be advertised as a minimum in the following places:
- 3.3.1 on the accessible property website (<http://www.accessible-property.org.uk>) or equivalent national website on www.housingoptions.co.uk
- 3.3.2 on www.sharetobuy.com/
- 3.3.3 on www.thelittlehousecompany.co.uk
- 3.3.4 in SAGA magazine or similar London periodical aimed at an older readership
- 3.3.5 in the "Fifty Plus" free newspaper published by Age UK
- 3.3.6 on <http://www.accessmagazine.co.uk/>
- 3.3.7 on <http://www.disabilitynow.org.uk/>
- 3.3.8 or such other place as reasonably requested by the Council.
- 3.4 If at the end of the Marketing Period for Wheelchair Adaptable Remaining Units (or such other

period as may be agreed in writing by the Council), there are Wheelchair Adaptable Remaining Units for which there has been no Exchange of Contracts, then the following will apply;

- 3.4.1 The Owner may dispose of the Wheelchair Adaptable Remaining Units on the open market subject to the prior approval of the Council in writing of the marketing of such Units pursuant to paragraph 3.5 (such approval not to be unreasonably withheld or delayed) having regard to the evidence submitted in accordance with the provisions of paragraph 3.5 below
- 3.5 Prior to the Wheelchair Adaptable Remaining Units being disposed of on the open market the Owner shall submit to the Director of Planning and obtain his approval in writing (such approval not to be unreasonably withheld or delayed) to the details of the marketing undertaken pursuant to paragraphs 3.1, 3.2 and 3.3 above in respect of the Wheelchair Adaptable Remaining Units supported by such evidence as the Council may reasonably require such information to include the date of first advertisement and webposting of each Wheelchair Adaptable Remaining Unit and the number of such Units sold and evidence of continual marketing over the Marketing Period.

SCHEDULE 4

- 1. EMPLOYMENT AND TRAINING - Construction Industry Jobs and Apprenticeships**
 - 1.1 The Owner shall not Implement the Development until an Employment and Skills Methodology has been submitted in writing to the Council.
 - 1.1.1 The Employment and Skills Methodology shall include but not be limited to, the following matters;
 - 1.1.2. The method by which a Construction Industry Employment Contact shall be appointed;
 - 1.1.3 The responsibilities of the Construction Industry Employment Contact which shall include the following:
 - 1.1.3.1 to identify Sustainable Employment Opportunities to lead to Sustained Construction Industry Employment;
 - 1.1.3.2 to encourage 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 and careers service providers including the Southwark Education Business Alliance;
 - 1.1.3.3 to commission Short Courses where necessary and to identify financial resources for the delivery of appropriate construction industry training and skills certification
 - 1.1.3.4 to provide training to selected Unemployed Borough Residents in pre-employment skills, basic construction skills and site safety
 - 1.1.3.5 to support Unemployed Borough residents and their employers through the transition into Sustained Construction Industry Employment for a minimum of 26 weeks
 - 1.1.3.6 to recruit Borough residents into Construction Industry Apprenticeships
 2. The Owner shall ensure that a Construction Industry Employment Contact is in place throughout the Construction Industry Employment Contact Period.
 3. The Owner shall use all reasonable endeavours during the Construction Industry Employment Contact Period to:

- 3.1 place a minimum of 141 (one hundred and forty one) Unemployed Borough Residents into Sustained Construction Industry Employment
 - 3.2 train a minimum of 141 (one hundred and forty one) Borough residents using Short Courses; and
 - 3.3 provide a minimum of 35 (thirty five) new Construction Industry Apprenticeships or NVQ starts
 - 3.4 ensure that their contractors and sub-contractors shall work with the Construction Industry Employment Contact and with local employment and skills agencies approved by the Council to endeavour to recruit Borough residents into Construction Industry Apprenticeships
- 3.4 produce the Construction Industry Employment and Training Report
 4. Following the submission to the Council of the final Construction Industry 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 will assess if the targets outlined in paragraphs 3.1 to 3.3 of this Schedule 4 have been achieved.
 - 4.1 In the event that the targets in paragraphs 3.1 to 3.3 have not been achieved to the reasonable satisfaction of the Council, the Council will notify the Owner in writing of the calculation of the Construction Industry Employment and Training Contribution which shall be calculated using the following formula;
 - 4.1.1. Shortfall against number of jobs secured for Unemployed Borough Residents in Construction Industry Employment x £4,300
 - 4.1.2. Shortfall against number of Borough residents trained in Short Courses x £150
 - 4.1.3. Shortfall against number of Construction Industry Apprenticeships or NVQ starts x £1,500
 - 4.2 The Owner will pay the Construction Industry Employment and Training Contribution to the Council within 28 days of the notice referred to in paragraph 4.1.
 5. **EMPLOYMENT IN THE END USE OF THE DEVELOPMENT**
 - 5.1 No later than six months prior to first Occupation of the Development the Owner shall submit a Skills and Employment Plan to the Council.
 - 5.2 The Skills and Employment Plan shall;

- 5.2.1 Identify the amount of suitable Sustainable Employment Opportunities for Unemployed Borough Residents in the End Use of the Development (up to a total of 64) that the Owner considers it practical to provide;
 - 5.2.2 In the event that the number of suitable Sustainable Employment Opportunities that the Owner considers it practical to provide is less than 64, specify the Employment in the End Use contribution;
 - 5.2.3 Identify the detailed mechanism through which such 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 will co-ordinate implementation of the Skills and Employment Plan and liaise with the Council;
 - 5.2.4 Define key milestones to be achieved and provide profiles for filling such Sustainable Employment Opportunities;
 - 5.2.5 Identify skills and training gaps required to gain such Sustained Employment in the End Use of the Development, including the need for pre-employment training;
 - 5.2.6 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;
- 5.3 The Owner shall use reasonable endeavours to submit the Skills and Employment Plan Report during the Skills and Employment Plan Period.
- 5.4 In the event that the Owner does not produce a Skills and Employment Plan or such Plan provides for an Employment in the End Use Contribution to be paid, the Owner will pay the Employment in the End Use Contribution in accordance with paragraph 5.7 of this Schedule 4.
- 5.5 Following the submission of the final Skills and Employment Plan Report at the end of the Skills and Employment Plan Period, the Council will assess if the targets included in the Skills and Employment Plan have been achieved.

- 5.6 In the event that the targets in the Skills and Employment Plan have not been achieved to the satisfaction of the Council, the Council will notify the Owner in writing of the Employment in the End Use Contribution which shall be re-calculated using the following formula;
- 5.6.1 Shortfall against number of Unemployed Borough Residents in Sustained Employment (against a maximum requirement of 64) x £4,300
- 5.7 The Owner will pay the Employment in the End Use Contribution to the Council by the later of
- (i) 28 days of receipt of a notice from the Council, or
 - (ii) the date of first Occupation of the Development or any part thereof.

SCHEDULE 5

HIGHWAY WORKS, CAR CLUB AND VAN CLUB

PART ONE - Highway Works

- 1.1 Prior to the Implementation Date in respect of a Phase the Owner shall submit to the Council for its approval in writing the Highway Works Specification(s) in respect of the Highway Works relating to such Phase (as shown on the Highway Works Phasing Plan) including details of the estimated costs of the Highway Works.
- 1.2 Prior to commencement of a Phase of the Highway Works the Owner shall;
 - 1.2.1 Undertake a joint condition survey with the Council to ascertain and agree the condition of the highway and drainage gullies within the relevant Highway Works Phase;
 - 1.2.2 Enter into the Highways Agreement(s) with the Council (and the Council covenants to also enter into the Highways Agreement(s) with the Owner) for the purpose of authorising the Highway Works concerned and securing them to the value of the Highway Works Bonds Index Linked to the date of completion of the Highway Works.
- 1.3 Prior to Completion of the Development, the Owner shall have completed the Highway Works as approved by the Council pursuant to paragraph 1.2 of this Schedule and in accordance with the Highways Agreement to Certificate of Completion stage to the reasonable satisfaction of the Council.
- 1.4 Unless otherwise agreed in writing by the Council the Owner shall not occupy any Phase of the Development until the Highway Works in respect of that Phase have been completed as approved by the Council pursuant to paragraph 1.2 of this Schedule and in accordance with the Highways Agreement to Certificate of Completion stage to the reasonable satisfaction of the Council.

PART TWO - Car Club Scheme and Van Club Scheme

- 2.1 Prior to Occupation of the Development or any part of it the Owner shall submit to the Council for its approval in writing the Car Club Scheme and the Van Club Scheme ('the Schemes') and shall thereafter comply with the approved Schemes.
- 2.2 The Owner shall not Occupy the Development or any part of it until the details of the agreement with the Car Club Operator and with the Van Club Operator ('the Operators') have been approved, that agreement with the Operator(s) has been entered into and a copy of the agreement has been provided to the Council.

SCHEDULE 6

ESTATE MANAGEMENT, ACCESS ROUTES AND COMMERCIAL UNITS MANAGEMENT

Estate Management

- 1.1 Within 12 months of Implementing the Development the Owner shall submit to the Council for approval the Estate Management Strategy which shall set out the ongoing maintenance and management of:
 - 1.1.1 all private, non-adopted roads, unadopted shared surfaces and pedestrian and/or cycle routes within the Development until adopted pursuant to any Highway Agreement
 - 1.1.2 all gated access to the Site, the hours during which such access will be open to the public and the locations of signage notifying the public of the opening hours;
 - 1.1.3 any sustainable drainage ("SUDS") infrastructure unless and until adopted by the relevant authority;
 - 1.1.4 the cleaning, maintenance and renewal of those parts of the Development open or accessible to the public.
- 1.2 The Owner shall not Occupy or permit the Occupation of the Development or any part of it until the Estate Management Strategy has been agreed in writing by the Council in respect of such part of the Development.
- 1.3 The Development shall be managed and maintained for the duration that the Development remains occupied in accordance with the approved Estate Management Strategy which may be revised by the Owner with the Council's written approval from time to time.

Access Routes

- 2.1 Prior to Occupation of a Phase, the Owner shall (for as long as the Phase or any part(s) of it remain Occupied) provide clear and uninterrupted Access Routes across the Phase (to the extent that the Access Routes are within such Phase).
- 2.2 Subject to and in accordance with the provisions of this Schedule the Access Routes shall be kept open to the public from 07:00 hours to 23:00 every day throughout the calendar year provided always and for the avoidance of doubt that the Owner shall be entitled to prevent or restrict access across the Site by the public by means of gates or other mechanisms between

23:00 and 07:00 on every day throughout the year.

- 2.3 The Owner may from time to time temporarily restrict or prevent access to the Access Routes or parts thereof by giving reasonable prior notice in writing to the Council (EXCEPT in cases of emergency or danger to the public when no prior notice or consent shall be required) and awaiting the Council's written consent to the closure (such consent not to be unreasonably withheld or delayed) but only for the following purposes;
 - 2.3.1 the repair maintenance and resurfacing of the Access Routes and the laying cleaning maintenance and repairing of any cables wires pipes drains or ducts over along or beneath;
 - 2.3.2 the inspection maintenance repair renewal rebuilding or demolition or development or any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);
 - 2.3.3 if in the reasonable opinion of the Owner there shall be some danger to the public; and
 - 2.3.4 for any other reasonable and sufficient cause and for such reasonable period as may be agreed in writing by the Council such consent not to be unreasonably withheld or delayed.

Commercial Units Management Plan

- 3.1 No Commercial Unit may be Occupied unless the Council has approved a Commercial Units Management Plan in respect of such Commercial Unit.
- 3.2 The Owner will comply with a Commercial Unit Management Plan (with such amendments as the owner shall propose and the council shall approve in writing) once it has been approved by the Council.

SCHEDULE 7

1. FINANCIAL CONTRIBUTIONS

- 1.1 Prior to the carrying out of any works of Demolition on the Site or any part of the Site the Owner covenants to pay the Archaeology Contribution to the Council.
- 1.2 The Owner covenants not to commence Demolition on the Site until such time as the Council has received the Archaeology Contribution.
- 1.3 On or prior to the Implementation Date, the Owner shall pay the Loss of Employment Floorspace Contribution to the Council.
- 1.4 The Owner covenants not to Implement or permit Implementation to occur until the Loss of Employment Floorspace Contribution has been paid to the Council.
- 1.5 On or prior to Occupation of the Development the Owner shall pay the GLA Contributions to the Council, which for the avoidance of doubt, shall include Payment 1 of the Additional Bus Capacity Contribution.
- 1.6 The Owner shall not occupy nor permit Occupation of the Development or any part of it until the Council has received the GLA Contributions in full.

2. The Additional Bus Capacity Contribution

- 2.1 The Owner covenants with the Council that it shall
 - 2.1.1 pay Payment 2 of the Additional Bus Capacity Contribution on the first anniversary of the Occupation of the Development.
 - 2.1.2 pay Payment 3 of the Additional Bus Capacity Contribution on the second anniversary of the Occupation of the Development.
- 2.2 Upon receipt of Payments 2 and 3 of the Additional Bus Capacity Contribution, the Council shall transfer the sums received on each occasion to Transport for London within 30 working days of receipt.

SCHEDULE 8

AFFORDABLE WORKSPACE PROVISIONS

Part One

Artists' Workspace Areas

1. Artists' Workspace Specification

1. The Owner covenants as follows:
 - 1.1 following the Implementation Date for Phase 1 to construct or procure the construction of Area A of the Artists' Workspace Areas in accordance with the Artists' Workspace Specification relevant to Area A; and
 - 1.2 following the Implementation Date for Phase 2 to construct or procure the construction of Area B of the Artists' Workspace Areas in accordance with the Artists' Workspace Specification relevant to Area B
 - 1.3 to serve upon the Council an Artists' Workspace Completion Notice on practical completion of each of Area A and Area B;
 - 1.4 to allow the Surveyor access to the Artists' Workspace Areas for the purpose of inspection and ascertaining compliance with the Artists' Workspace Specification;
 - 1.5 not to Occupy or permit Occupation of more than 50% of the Remaining Units on Phases 1 and 2 of the Development until a Confirmation Certificate or Confirmation Certificates have been issued in respect of both Area A and Area B.

3. Artists' Workspace Operators

- 3.1 The Owner agrees to negotiate in good faith with the Artists' Workspace Operators in order to agree the form of Artists' Workspace Lease prior to Practical Completion of the Artists' Workspace Areas.
- 3.2 The Owner shall use its reasonable endeavours to agree terms with the Artists' Workspace Operators who shall be selected in the following order of priority:
 - 3.2.1 In relation to Area A firstly Tannery Arts and the Drawing Room acting together;

3.2.2 In relation to Area B firstly Southwark Studios

- 3.3 The final form of the Artists' Workspace Lease agreed with the first Artists' Workspace Operators shall be approved in writing by the Council prior to the grant of such lease, such approval not to be unreasonably withheld or delayed.
- 3.4 If terms are not agreed with the Artists' Workspace Operators for any reason then the Owner will inform the Council of the reasons within five (5) working days of the end of negotiations.

4. Artists' Workspace Marketing Strategy

- 4.1 In the event that either or both of the Artists' Workspace Operators identified in paragraphs 3.2.1 and 3.2.2 of this Schedule 8 do not agree terms with the Owner the Owner covenants with the Council;
 - 4.1.1. to submit to the Council for its approval in writing an Artists' Workspace Marketing Strategy in relation to such part of the Artists' Workspace Areas as remain unlet;
 - 4.1.2. to market such parts of the Artists' Workspace Areas as remain unlet in accordance with an approved Artists' Workspace Marketing Strategy (with such changes as the Council shall approve in writing) and not to Occupy nor permit the Occupation of such parts of the Artists' Workspace Areas as remain unlet until such areas have been marketed by an Artists' Workspace Marketing Agency in accordance with such Artists' Workspace Marketing Strategy (with such changes as the Council shall approve).
- 4.2 The Owner shall promote the Artists' Workspace Areas in accordance with the provisions of this paragraph 4 and with the assistance of an appropriately qualified art consultant if deemed necessary by the Council.
 - 4.2.1 The promotion referred to in paragraph 4.2 above shall be conducted to ensure that the Artists' Workspace Areas are promoted to Artists' Workspace Operators through an open advertisement process which shall include details of the Artists' Workspace Areas and Artists' Workspace Specification and heads of terms of the Artists' Workspace Lease and shall be circulated to appropriate agencies not limited to those listed in paragraph 4.2.2.
 - 4.2.2 The appropriate agencies shall include the following:
 - GLA Culture Service
 - Southwark Council Workspace Provides list

- Arts Council England officers and Arts Jobs and Arts News advert <http://www.artsjobs.org.uk>
 - The National Federation of Studio Providers <http://nfasp.org.uk>
 - Artists Newsletter advert <https://www.a-n.co.uk>
 - Arts Hub advert <http://www.artshub.co.uk>
- 4.3 The Owner covenants with the Council to market the Artists' Workspace Areas through an Artists' Workspace Marketing Agency in accordance with an Artists' Workspace Marketing Strategy approved by the Council on every occasion within the period referred to in the definition of 'Artists' Workspace Areas' that either or both Area A and Area B become available for letting to an Artists' Workspace Operator so that the Artists' Workspace Areas are let under an Artists' Workspace Lease.
- 5. Artists' Workspace Management Plan**
- 5.1 The Owner covenants with the Council that no later than three months prior to Occupation of an Artists' Workspace Area it will submit to the Council for its approval in writing an Artists' Workspace Management Plan in respect of such Artists' Workspace Area to include (without limitation);
- 5.1.1 The hours of use in the Artists' Workspace Lease(s);
 - 5.1.2 The items which shall be the subject of a service charge to be apportioned on a reasonable and equitable basis to the tenant(s) of the Artists' Workspace Area concerned and the basis upon which the apportionment is calculated;
 - 5.1.3 The number of cycle storage spaces to be allocated to the tenant(s) of the Artists' Workspace Area concerned;
 - 5.1.4 Details of the loading and unloading facilities to be provided for the tenant(s) of the Artists' Workspace Area concerned;
 - 5.1.5 Such other matters as the Council and the Owner may agree should be included in the Artists' Workspace Management Plan.

Part Two

1. Artists' Workspace Specification

1.1 General

This outline scope of work is intended to set out the basic requirements for the Artists' Workspace Operators for the proposed Artists' Workspace Areas.

1.2 Floor

- Screed polished to finish
- Ground floor cut away from external windows to centre of floor space to create a double height central atrium for circulation of light and air

2. Ceilings

- Fair faced concrete soffit
- White painted plasterboard to toilets and moisture resistant in WCs
- Ensure that acoustic insulation between different occupiers meets the requirements of the Building Regulations and is sufficient to acoustically separate each part of the building, notably the ceiling of ground floor that separates commercial entities

3. Wall finishes

- Fair faced blockwork. Thermally and acoustically insulated
- White painted plasterboard to toilets and moisture resistant in WCs

4. Doors

- Studio entrance. Set of double doors combined width at least 1500mm. Electronic key fob lock system with manual key override
- Separate Gallery entrance door, Glass panel, aluminium frame, 5/7 point key locking
- Toilet/kitchen doors to be hinged solid core laminate faced, fire rated as necessary, fitted with hardwood frames and locks type to be agreed with Southwark Studios, Tannery Arts and the Drawing Room

5. Services

- Provide all statutory services, including electrical installation, including wiring, water, internal and external drainage and gas. Ducts to be provided for future installation of mains services by tenant.
- Electrical: provide distribution boards DDA compliant. Provide containment for data cables parallel to the power cable distribution and incoming fibre optic Internet line. Ensure that all electrical distribution is adequately separated from all data cabling.
- Lighting: provide adequate emergency lighting in appropriate areas.

- Mechanical: provide sufficient fresh air and ventilation to all areas (either mechanical or natural). Provide mechanical extract to the toilets. Standards to meet the Building Regulations.
 - Security: ducts and suitable external/internal locations to be provided for future installation of CCTV by tenants
6. Toilets
- Sanitary appliances to be provided that comply with statutory requirements
7. Means of escape
- Ensure that there is a means of escape proposal that complies with the statutory requirements
8. Lift
- In relation to Area B, provide goods/passenger lift between only ground and lower floors to allow loading and access.
 - The lift core and lift operation and lobbies to be designed and managed to prevent unauthorised access to Area B by other users of the building
9. Accessibility
- Ensure that the building (including the lift referred to above) is fully accessible, there are no impediments, and all doors are a minimum clear width of 1500mm. Ensure that all facilities (kitchen, toilets, access to power and data points) are fully DDA compliant
11. Signage
- Ensure there are no impediments to exterior signage including all entrance and exit doors, directional and general information signage. Notice/poster board, primary illuminated signage

Part Three

Artists' Workspace Lease – Heads of Terms

Parties	
Demise	To comprise the premises known as Area A or Area B being <ul style="list-style-type: none"> • Approximately 1533 sq metres (GIA) within Plot 1 of the Development ('Area A') • Approximately 1120 sq metres (GIA) within Plot 5 of the Development ('Area B')
Lease	Internal repairing lease for a term of 25 years to commence no earlier than the issue of the Confirmation Certificate unless at the tenant's request. The lease to be within the Security of Tenure and Compensation Provisions of the Landlord and Tenant Act 1954 (as amended).
Use	A1/B1 Artist Studio / Workspace with amenity office and D1 gallery space
Rent	Area A: £5 psf. Area B: £11 psf To be calculated on the Net Lettable Area (assumed to be 85% of the GIA if it is not possible to measure the Net Lettable Area) Exc of service charges, insurance and VAT.
Rent Review	Five yearly upward only, RPI linked.
Rent Free Period	2 years from the grant of the first lease to be granted of the premises concerned
Alienation	The tenant is permitted without Landlord's consent to grant licences of studio / workshop spaces provided that they do not create a relationship of Landlord and Tenant The tenant is permitted without landlord's consent to share occupation of part or whole of the premises with associated, connected or partner agencies provided that no relationship of Landlord and Tenant is created
Service charges	Service charges to be levied in adherence to RICS Code of Practice: Service Charges in Commercial Property and subject to the arbitration procedures therein.
Insurance	Lessee to insure their own fixtures and fittings and to provide third party liability insurance. The landlord to insure building structure and to charge an insurance rent on a proportionate basis
Utilities	The Premises will be served by electricity, water, drainage and gas or CHP heating

Compliance	The lessee to be responsible for compliance with legislation and regulations and where appropriate both parties to co-operate
Rights granted	<p>The lessee to be granted rights of access including emergency escape rights.</p> <p>Rights of access and use of the loading facilities</p> <p>Rights of access and use to refuse facilities</p> <p>Rights to connect to CHP to be separately metered and charged accordingly.</p> <p>Exclusive use of lift / use of lift</p>
Alterations	<p>The Lessee may not carry out structural alterations</p> <p>No consent will be required for non-structural alterations, however the Lessee is to provide the Lessor with details of such alterations within 12 weeks of completion of such works. All alterations to be compliant with regulations.</p>
Reinstatement	The Lessee will be required to offer up the premises in the condition in which they were let, clean and tidy, decorated condition free of the lessee's possessions but the lessee will not be required to undertake any structural works including the removal of partitions, kitchens, sanitary facilities or mechanical and electrical installations..
Break clause	In relation to Area A the Lessee will be entitled to operate a break clause after 15 years and in relation to Area B the Lessee will be entitled to operate a break clause after 5 years
Legal costs	Each party to bear its own
1954 Act	The lease will have no statutory right or renewal (and will be "contracted out")

¹ where 25 or more years remain of the protected use secured by the S106 agreement, the term to be 25 years, otherwise to run up to the end of the 35th year from commencement of the first lease unless the lessee requests shorter.

Where a new tenancy is negotiated after any initial tenant has vacated, the rent to be set with the approval of the Council at :

- Area A: the higher of (i) 17.5% of the market rent assuming B1 use assuming a hypothetical lease of the unexpired remainder of the 35 year period with the rent free period or any other inducements / incentives which will be granted to the hypothetical Lessee in the open market taken into account to reflect the net effective rent (such to be determined by local comparables) and (ii) 100% of market rent assuming B1 artist studio / workspace let to a not for profit company (such market rent to be determined by reference to London wide comparables)
- Area B: the higher of (i) 39% of the market rent assuming B1 use assuming a hypothetical lease of the unexpired remainder of the 35 year period with the rent free period or any other inducements / incentives which will be granted to the hypothetical Lessee in the open market taken into account to reflect the net effective rent (such to be determined by local comparables) and (ii) 100% of market rent assuming B1 artist studio / workspace use let to a not for profit company (such market rent to be determined by reference to London wide comparables)

SCHEDULE 9

DISTRICT COMBINED HEAT AND POWER SYSTEM (CHP)

The Owner covenants with the Council:-

- 1.1. not to Occupy or permit the Occupation of the Development without having submitted to and obtained the written approval of the Council to an Energy Strategy, setting out as a minimum:-
 - 1.1.1 how the Development will be designed and built so that it will be capable of connection from the Site boundary to a District CHP based on land other than the Site.. The works required to enable such connection shall include;
 - (i) Providing tees, isolation valves and control capacity in the plant room to facilitate the connection of an interfacing heat exchanger at a later date
 - (ii) space identified for heat exchangers to allow connection (including space provided by the removal of any on site central heating and power plant network)
 - (iii) safeguarding route and space provision to permit the laying of pipework from the plant room to the Site boundary
- 1.2 The Council shall provide to the Owner a written response to the Energy Strategy referred to in paragraph 1.1 above within 8 weeks of receipt of the same and if the Council's written response is to the effect that the Energy Strategy is not approved the Council must set out its reasons for not approving the said strategy and the parties shall each use reasonable endeavours to discuss and reach agreement to the Energy Strategy within the period of 8 weeks from the receipt by the Council of the Energy Strategy or such other period as the parties may agree.
- 1.3 In the event that the Energy Strategy is not agreed within the said 8 week period then either party may refer the same for determination under clause 20 of this Agreement.
- 1.4 Following receipt of the Council's written approval to the Energy Strategy the Owner shall carry out the Development in accordance with the approved Energy Strategy.
- 1.5 If a Connection Notice is served the Owner and the Council shall act together in good faith and the Owner shall use its reasonable and commercially prudent endeavours to procure that the Development is served by a District CHP Facility.

- 1.6 For the avoidance of doubt (and without limitation) paragraph 1.5 will not require the Owner to do anything that would:
 - 1.6.1 result in the Development being served by a District CHP facility that is not satisfactory to the Owner acting reasonably
 - 1.6.2 result in central heating and/or power being provided to the Development (and/or the occupiers thereof) on terms that are not satisfactory to the Owner acting reasonably
 - 1.6.3 materially delay or increase the cost or reduce the value of the Development: or
 - 1.6.4 require the Owner to carry out any unreasonable works or incur any unreasonable expenditure. or
 - 1.6.5 put the Owner in breach of any contract, lease, transfer, deed or statutory requirement.

SCHEDULE 10

1. Council's Obligations

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge the Site and Development Contributions to a Council revenue account and, for the avoidance of doubt, it is agreed and declared that this shall be without prejudice to the Council's right to apply the Site and Development Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 The Council covenants with the Owner that it will expend and apply the Site and Development Contributions for the stated purpose.
- 1.3 The Council shall issue the Planning Permission promptly on completion of this Deed

SCHEDULE 11

London Borough of Southwark
On - Site Section 106 Affordable Housing Developments
Approved List of RSL/ Registered Providers

Wandle
London & Quadrant Housing Trust
Hexagon
Hyde
Family/Mosaic
Metropolitan Housing Trust
Southern Housing Group
Guinness
Affinity Sutton
ASRA
Notting Hill Housing Trust
Peabody
Viridian
Amicus Horizon
A2 Dominion Housing Group

All the providers have an established relationship with the council in terms of nomination arrangements and a local management presence.

July 2013

SCHEDULE 12

The Registered Provider's Chargee / Mortgagee's duty

1. Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the Registered Provider's mortgagee or chargee shall give not less than three months prior notice to the Council of its intention to dispose of the Affordable Housing Units; and
2. If the Council, the Registered Provider's mortgagee or chargee or any other person cannot within three months of the date of service of the Registered Provider's mortgagee's or chargee's notice arrange or complete a transfer of the Affordable Units to a Registered Provider, or other provider of Affordable Housing approved by the Director of Planning at market rates for Affordable Housing then provided that the Registered Provider's mortgagee or chargee shall have fully complied with its obligations above, the Registered Provider's mortgagee or chargee shall be entitled to dispose free of the restrictions set out in Part 1 of Schedule 2 (Affordable Housing)

PROVIDED THAT the rights and obligations in this Schedule shall not require the Registered Provider's mortgagee or chargee to act contrary to its legal duties under the charge or mortgage and provided for the avoidance of doubt any reference to the mortgagee or chargee within this Schedule shall also apply to any receiver or administrative receiver appointed by any such mortgagee or chargee.

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

24/4/3

The common Seal of THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF SOUTHWARK was hereunto affixed in the
presence of:

J. M. PAUL
J. M. PAUL



Authorised Signatory

Executed as a Deed by LONDON)
SQUARE (CRIMSCOTT STREET))
LIMITED acting by [M. J. MITCHELL])
a director, in the presence of:)

.....

Director

Signature of Witness:

Le

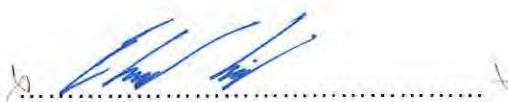
Name of Witness:

Phil. Lawrence

Address of Witness:

Senate House
62-70 Barn Road
London SE1 3SR.

Executed as a Deed by RICH)
INVESTMENTS LIMITED)
acting by L E. M. H)
a director, in the presence of:)



Director

Signature of Witness:



Name of Witness:

CAROLINE HALL

Address of Witness:

94 montROSE Avenue
WELLING
DA16 2QY