

DATED

31 March

2023

ROYAL BOROUGH OF GREENWICH

-and-

HYDE HOUSING ASSOCIATION LIMITED

DEED OF PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990

Re: Land located at Brookhill Close, Woolwich, London SE18 6TX

Planning Application ref: 22/1116/F

Legal Services
Royal Borough of Greenwich
4th Floor, The Woolwich Centre
35 Wellington Street
Woolwich
London
SE18 6HQ

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THIS DEED is made on

31 March

2023

PARTIES

- (1) **ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street Woolwich, London SE18 6PW (“**the Council**” which expression shall include any successor local planning authority exercising planning powers under the Act)
- (2) **HYDE HOUSING ASSOCIATION LIMITED** (Registered Society No. 18195R) whose registered office is at 30 Park Street, London SE1 9EQ (“**the Owner**”)

RECITALS

- (A) The Owner is the freehold owner of the Land registered with freehold Title Absolute at the Land Registry under Title Numbers TGL184285, TGL242431, TGL255351, TGL339124 and TGL396046.
- (B) The Council is the local planning authority for the purposes of this Deed under the Act and for the area in which the Land is situated and by whom the obligations within this Deed are enforceable.
- (C) By an application dated 27 April 2022 the Planning Application was submitted to the Council and given the Council’s reference number 22/1116/F.
- (D) The Council resolved at a meeting of its Planning Board on 21 February 2023 to grant the Planning Permission subject to conditions and the Owner entering into planning obligations as hereinafter provided.
- (E) Pursuant to Section 106 of the Act as amended, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 and all other enabling powers the Council has agreed to accept the covenants on the part of the Owner contained within this Deed.
- (F) The Council is satisfied that the planning obligations are necessary to ensure that the Development is acceptable in planning terms, directly related to the Development and are fairly and reasonably related in scale and kind to the Development and satisfy the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES:

1 DEFINITIONS AND INTERPRETATION

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

“Act”	means the Town and Country Planning Act 1990 (as amended)
“Active Travel Zone Assessment Contribution”	means £8,076.80 (eight thousand and seventy six pounds and eighty pence) toward the implementation of the Active Travel Zone Assessment improvements to Route 5 as detailed within the submitted Transport Assessment, prepared by i-Transport and dated January 2022
“Actual Carbon Dioxide Emission Target”	the carbon dioxide emissions percentage improvement that the Development (or Block forming part of the Development as the context so admits) is above or below the minimum requirement under Building Regulations Part L (in force as at the date of this

Agreement) as required in the Energy Strategy submitted and approved pursuant to condition 40 of the Planning Permission

“Additional Affordable Housing Scheme”

means a scheme submitted to the Council in accordance with the Fifth Schedule of this Deed (if applicable) detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);
- (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (c) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
- (d) sets out the amount (if any) of any financial contribution payable towards offsite Affordable Housing if paragraph 3.6 (Part 1) of the Fifth Schedule applies in lieu of the Owner providing Additional Affordable Housing Units (if applicable)

“Additional Affordable Housing Units”

means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3.5 (Part 1) of the Fifth Schedule of this Deed (if applicable)

“Additional Carbon Offsetting Contribution”

means an additional one-off carbon offsetting contribution (Indexed from determination of the amount payable until the date of payment) to be calculated in accordance with the Carbon Offset Calculation prior to Occupation of a relevant Block which will only be payable by the Owner to the Council in accordance with the provisions of the Eighth Schedule and in the event it is payable it shall be utilised towards the Council’s Carbon Offset Fund

“Additional Residential Units”

means the 254 proposed Residential Units minus the Existing Affordable Housing Quantum

“Affordable Housing”

means housing including London Affordable Rented Housing, Social Rented Housing and London Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing (a) meets the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) includes provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the Public Subsidy to be recycled for alternative affordable housing provision within the Royal Borough of Greenwich

“Affordable Housing Cap”	<p>means:</p> <ul style="list-style-type: none"> (a) the quantum of Affordable Housing Units by number of Affordable Housing Units; plus (b) the quantum of Additional Affordable Housing Units by number of Affordable Housing Units (if any) and/or financial contribution in lieu in accordance with the Fifth Schedule; <p>combined and in accordance with the Affordable Housing Target Tenure shall not exceed 50% (by number of Affordable Housing Units) of the Additional Residential Units (which is equivalent to 93 units) in addition to the Existing Affordable Housing Quantum (or such equivalent financial contribution) which is equivalent to 161 Affordable Housing Units</p>
“Affordable Housing Scheme”	<p>means a scheme for the provision of the Affordable Housing Units within a Phase including details of the location, type, size, tenure and number of Habitable Rooms of the Affordable Housing Units and programme for delivery in addition to details of the Affordable Housing Units within the Phase which are to be provided to Rehoused Residents on first Occupation which may be amended from time to time with the written approval of the Council</p>
"Affordable Housing Target Tenure Split"	<p>Means where:</p> <ul style="list-style-type: none"> (a) a minimum of 70 per cent of the number of Affordable Housing Units to be provided as Social Rented Housing or London Affordable Rented Housing; and (b) a minimum of 30 per cent of the number of Affordable Housing Units to be provided as London Living Rent Housing or London Shared Ownership Housing
“Affordable Housing Tenure Split”	<p>means:</p> <ul style="list-style-type: none"> (a) a minimum of 63 of the Affordable Housing Units to be provided as Low Cost Rent Housing Units; and (b) a minimum of 62 of the Affordable Housing Units to be provided as London Shared Ownership Housing
“Affordable Housing Units”	<p>means the 125 Residential Units to be provided as Affordable Housing comprising 446 Habitable Rooms in accordance with the Affordable Housing Tenure Split and comprising not less than 49% (by unit) or 56% (by Habitable Room) of the Residential Units and “Affordable Housing Unit” shall be construed accordingly</p>
“Agreed Mix”	<p>means the agreed housing mix attached to this Deed at Annex 1 or such other mix as is agreed in writing by the Council</p>
“Application Stage Breakeven	<p>means £81,798,263 being the estimated cost of demolition, construction, buy back costs, external works and assumed</p>

Build Costs”	contingency allowance in respect of the Development as determined by the Application Stage Breakeven Viability Appraisal
“Application Stage Breakeven GDV”	means £103,706,462 being the estimated gross development value of the Development established by the Application Stage Breakeven Viability Appraisal and which takes into account the Public Subsidy
“Application Stage Breakeven Viability Appraisal”	means the financial viability appraisal dated March 22, 2023, titled Brookhill Estate - Development Appraisal and prepared by ULL Property, attached to this Deed at Annex 7
“Architect”	means Levitt Bernstein or such other architecture practice as might be approved from time to time by the Council
“Automatic Meter Reading Devices”	means devices that automatically collect generation, consumption, diagnostic, and status data from water meters or energy meters (gas, electric) and transfer that data to a central database in line with the Council’s requirements
“Average Intermediate Housing Value”	means the average value of London Shared Ownership Housing floorspace per square metre at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner
“Average Low Cost Rent Housing Value”	means the average value of London Affordable Rented Housing and Social Rented Housing floorspace per square metre at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner
“Average Open Market Housing Value”	means the average value of Open Market Housing Unit floorspace per square metre on the Land at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner
“Block”	means a residential block of flats forming part of the Development as shown on the Phasing Plan being Block A, B, C, D, E or F;
“Blue Badge Parking Permit”	means the holder of a disabled person’s badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970
“Build Costs”	means the build costs for construction of the Development supported by evidence of these costs to the Council’s reasonable satisfaction including but not limited to: <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract/s;

- (b) receipted invoices;
- (c) costs certified by the Owner's and/or developer's quantity surveyor, costs consultant or agent;
- (d) buy back costs,

but for the avoidance of doubt build costs excluding:

- (a) professional, finance, legal and marketing costs;
- (b) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and
- (c) any costs arising from Fraudulent Transactions

“Building D”

means the building marked 'Building D' and coloured green on Plan 4

“Building D Freehold Land”

means the freehold interest in the land edged green on Plan 1 made up of the following title numbers:

- (a) TGL266320; and
- (b) TGL422652

“Building E”

means the building marked 'Building E' and coloured blue on Plan 4

“Building E Freehold Land”

means the freehold interest in the land edged blue on Plan 1 made up of the following title numbers:

- (a) TGL268920;
- (b) TGL298406;
- (c) TGL293157;
- (d) TGL312220;
- (e) TGL228384; and
- (f) TGL239076

“Car Club”

means a car club scheme operated in the vicinity of the Development in order to encourage car sharing and to enable all residents to have access to a car on a short-term basis as and when required subject to availability

“Car Club Feasibility Study”

means a study which will be commissioned by the Owner which will demonstrate whether there is sufficient demand for a Car Club to be implemented within or in the vicinity of the Development taking

into account whether a Car Club Operator would be willing to provide the same at no additional cost to the Owner

“Car Club Operator”

means an independent operator who is capable of providing a Car Club within or in the vicinity of the Development

“Carbon Dioxide Emissions Target”

means the 100% reduction in regulated carbon dioxide emissions beyond the target emissions rate required under the Building Regulations Part L2A (2013 edition with 2016 amendments) as set out in policy SI2 of the London Plan 2021 or any policy for similar purposes in any subsequent London Plan version

“Carbon Offset Calculation”

means the following:

$\text{Contribution} = \text{Residual Emissions} \times \text{Price of Carbon (£)} \times \text{Offset Period}$

where:

Residual Emissions: the ‘carbon gap’ in respect of a relevant Block expressed in tonnes between the on-site savings of regulated carbon emissions and those required under London Plan (2021) policy SI2 or any future London Plan policy for similar purposes

Price of Carbon: the price of £95 charged per tonne of residual regulated carbon or such other price set out in subsequent GLA or Council policy or guidance applicable from time to time

Offset period: a period of 30 years, reflecting the assumed lifetime of the Development

“Carbon Offset Fund”

means the fund collected by the Council to apply towards carbon mitigation measures within the Borough as referred to in the Council’s Greener Greenwich Strategy 2016 or any future Council policy for similar purposes

“Carbon Offsetting Contribution”

means the sum of £269,366 (two hundred and sixty-nine thousand and three hundred and sixty-six pounds) Indexed to be paid to the Council’s Carbon Offset Fund towards offsetting the annual residual carbon emissions of 94.5 tonnes of the Development pursuant to the Energy Strategy

“Charge”

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

“Chargee”

means any mortgagee or chargee of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such

	mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
“Component”	means a part of the Development including but not limited to: <ul style="list-style-type: none"> (a) Open Market Housing Units; (b) Affordable Housing Units; (c) Additional Affordable Housing Units; (d) any other floorspace; (e) property; and (f) land
“Confirmatory Deed”	shall mean a deed of agreement substantially in the form annexed to this Deed at Annex 8 the final form of which shall be approved by the Council in writing
“Connection Notice”	means a written notice served on the Owner by the Council pursuant to paragraph 2.3 or 2.6 of the Eighth Schedule
“Considerate Constructors Scheme”	means the Considerate Constructors Scheme established by the construction industry in 1997 which seeks to minimise the impacts of the construction of developments on local residents and the environment
“Consumer Price Index”	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably
“CPZ Contribution”	means £10,000 (ten thousand pounds) Indexed to be paid by the Owner to the Council towards controlled parking zone enforcement activity
“Cycle Training Contribution”	means £5,080 (five thousand and eighty pounds) Indexed to be paid by the Owner to the Council towards the provision of adult cycle training
“Date of Deemed Service”	means, in each instance where a Chargee has served a Default Notice under the Fourth Schedule paragraph 8.1: <ul style="list-style-type: none"> (a) in the case of service by delivery by hand of the Default Notice to the Council’s offices at 5th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ during the Council’s office hours 9am-5pm, the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the Council’s offices at , The Woolwich Centre, 35

Wellington Street, Woolwich, London, SE18 6HQ the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)

“Deed”

means a reference to this deed

“Default Notice”

means a notice in writing served on the Council by the Chargee under the Fourth Schedule paragraph 8.1 of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

“Development”

means demolition of the existing dwellinghouses to provide for the comprehensive residential redevelopment of the Brookhill Estate. The proposal includes the construction of residential dwellings (Use Class C3), improvements to public realm including hard and soft landscaping, highways works, car parking, cycle parking, refuse and recycling storage, plant, external amenity space and playspace as permitted by the Planning Permission

“Development Viability Information”

means

- (a) in respect of Formula 1b:
 - (i) Early Stage Review GDV; and
 - (ii) Early Stage Review Build Costs;
- (b) in respect of Formula 2:
 - (i) Average Open Market Housing Value
 - (ii) Average Low Cost Rent Housing Value; and
 - (iii) Average Intermediate Housing Value;
- (c) in respect of Formula 3:
 - (i) Late Stage Review Actual GDV;
 - (ii) Late Stage Review Actual Build Costs;
 - (iii) Late Stage Review Estimated GDV; and
 - (iv) Late Stage Review Estimated Build Costs; and
- (d) in respect of Formula 4:
 - (i) Average Open Market Housing Value

(ii) Average Low Cost Rent Housing Value; and

(iii) Average Intermediate Housing Value

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

“Director”

means the Director of Regeneration, Enterprise & Skills for the time being of the Council or such other officer of the Council as it may notify to the Owner in writing from time to time

“Disposal”

means:

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

ALWAYS excluding Fraudulent Transactions and **“Dispose”**, **“Disposals”** and **“Disposed”** shall be construed accordingly

“District Heating Network”

means the primary generator (in the form of Combined Heat and Power or any other low carbon source) and associated infrastructure (a set of flow and return pipes circulating hot water to the apartment blocks and/or non-residential spaces on the Development) which has sufficient capacity to serve the Development with primarily space heating and hot water and potentially cooling requirements from the wider network to the Land

“Early Stage Review Build Costs”

means the sum of:

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

at the Early Stage Review Date

“Early Stage Review Date”

means the date of the submission of the Development Viability Information pursuant to the Fifth Schedule (Part 1) paragraph 3

“Early Stage Review GDV”

means the sum of:

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

“Eligible Purchaser”	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report
“Energy Centre”	means the designated space(s) within a building containing equipment for the purpose of generating heat for space heating and/or domestic hot water for the Development and potentially outside of the Development boundaries
“Energy Strategy”	means the strategy produced by Calford Seaden in December 2022 (v2) and February 2023 that are compliant with London Plan policy and submitted with the Planning Application and approved by the Council pursuant to condition 40 of the Planning Permission
“Existing Affordable Housing Quantum”	means the 68 dwellings that are currently provided (or were recently provided prior to relocation of residents in anticipation of the Development) at the Land on Affordable Housing terms
“Existing Rent Level”	shall be calculated from time to time using the same rent regime as currently applicable for the Rehoused Residents immediately prior to relocation within the Development equivalent to Target Rents
“Existing Tenant”	means a person who as at the date of this Deed is a tenant of the Owner living at the Land (or who has prior to the date of this Deed relocated from the Land to a different dwelling at Owner's request in anticipation of the Development)
“Expert”	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience appointed in accordance with the provisions of clause 8 of this Deed to determine a dispute
“External Consultant”	means the external consultant(s) appointed by the Council to assess the Development Viability Information
“Formula 1b”	means the formula identified as “Formula 1b” within Annex 5
“Formula 2”	means the formula identified as “Formula 2” within Annex 5
“Formula 3”	means the formula identified as “Formula 3” within Annex 5
“Formula 4”	means the formula identified as “Formula 4” within Annex 5
“Fraudulent Transaction”	means: <ul style="list-style-type: none"> (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction

“GLA”	means the Greater London Authority or any successor in statutory function
“GLLaB”	means the Greenwich Local Labour and Business Scheme in operation at the date of this Deed or its successor body
“GLLaB Contribution”	means the sum of £190,500 (one hundred and ninety thousand and five hundred Pounds) Indexed to be paid by the Owner to the Council as a contribution towards GLLaB
“Habitable Room”	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
“Health Facilities Contribution”	means the sum of £114,183 (one hundred and fourteen thousand one hundred and eighty-three Pounds) Indexed to be paid by the Owner to the Council as a contribution towards the funding of additional health facilities in the local area, to be allocated in agreement with the SEL CCG
“Heating Supply Options Study”	<p>means the study to be undertaken by the Owner to assess the technical feasibility and viability for connecting into an offsite Qualifying Heat Network which shall include, but shall not be limited to, details and an assessment of the following:</p> <ul style="list-style-type: none"> (a) the connection route from planned or existing networks; (b) the capability of a Qualifying Heating Network to supply sufficient heating and power to the Development and details of the Service Level Agreement; (c) any plans/proposals for Qualifying Heat Network in the area which has been agreed and adopted by the Council, GLA or a Qualifying Heat Network Operator; (d) technical standards to which the Development will be fitted if different from those stated in paragraph 2 of the Eighth Schedule; (e) the proposed costs, terms and conditions of the connection being offered by the Qualifying Heat Network Operator applying a whole life costing methodology over a thirty year period, comparing the capital and operational costs for connection and supply of heating energy from the network compared to alternative supply of heating from on-site plant and associated infrastructure; and (f) carbon assessment to include a 1st year carbon intensity and a 30 year carbon emissions lifetime for both the Qualifying Heat Network and the onsite strategy

“Household”	means a person “A” who is acquiring a London Shared Ownership Housing Units and all other persons who would live with A as their only or main residence
“Household Income”	means: <ul style="list-style-type: none">(a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser’s Household; and(b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers’ Households
“Indexed”	means increased by reference to the relevant index pursuant to the provisions of clause 11 of this Deed
“the Implementation Date”	means the date that the Planning Permission is first Implemented
“Implement” “Implemented” and “Implementation”	means the carrying out of a material operation on the Development as defined in section 56(4) of the Act save for operations consisting of site survey, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements
“Initial Marketing Period”	means a period of three (3) months commencing not earlier than the date which is nine (9) months prior to the anticipated date that the first London Shared Ownership Housing Unit within a Phase will be ready for Occupation
“Intention Notice”	means a notice in writing served on the Chargee by the Council under the Fourth Schedule paragraph 8.2 that the Council (and/or its nominated substitute Registered Provider) is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
“Intermediate Housing”	means London Shared Ownership Housing
“Intermediate Housing Marketing Plan”	means a plan to market the London Shared Ownership Housing in accordance with paragraph 5 of the Fourth Schedule with priority being given by the Registered Provider to Eligible Purchasers or eligible renters (as the case may be) who are Local Residents for the first six months from the beginning of the marketing and will include a range of prices at which the London Shared Ownership Housing Units are to be sold or leased by the Registered Provider
“Land”	means all of that land known as Land located at Brookhill Close, Woolwich, London SE18 6TX as delineated edged red on Plan 1 of the First Schedule to this Deed and is the land against which this Deed may be enforced

“Late Stage Review Actual Build Costs”	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance
“Late Stage Review Actual GDV”	<p>means the sum of:</p> <ul style="list-style-type: none"> (a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date; (b) the Market Value of any Component of the Development that has been otherwise Disposed of prior to the Late Stage Review Date but not Sold; and (c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable) <p>in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)</p>
“Late Stage Review Cap”	means the cap on the Late Stage Review Contribution as calculated in accordance with Formula 4
“Late Stage Review Contribution”	means a financial contribution (Indexed from the date of determination of the amount payable until the date of payment) for the provision of off-site Affordable Housing in the Council’s administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap
“Late Stage Review Date”	means the date on which 75% of the Residential Units have been Disposed of as determined by the Council pursuant to the Fifth Schedule
“Late Stage Review Estimated Build Costs”	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date
“Late Stage Review Estimated GDV”	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed of based on detailed comparable evidence
“Lettings Plan”	means a plan for the letting of the Low Cost Rent Housing (including the Rehoused Residents at Existing Rent Levels) to be agreed in writing between the Council and the Registered Provider
“Local Business”	means businesses whose established place of business is in the Royal Borough of Greenwich

“Local Resident”	<p>means the following:</p> <ul style="list-style-type: none"> (a) person(s) living or working in the Royal Borough of Greenwich in relation to the London Shared Ownership Housing Units; and (b) in all other instances person(s) living in the Royal Borough of Greenwich
“London Affordable Rented Housing”	<p>means rented housing provided by a Registered Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <ul style="list-style-type: none"> (a) including Service Charges, up to 80 per cent of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor’s Funding Guidance
“London Plan”	<p>means the London Plan as published by the Mayor of London and revised from time to time</p>
“London Plan Annual Monitoring Report”	<p>means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy</p>
“London Shared Ownership Housing”	<p>means housing offered to either:</p> <ul style="list-style-type: none"> (a) Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed the following (whichever is the lower): <ul style="list-style-type: none"> (i) 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report; and (ii) in respect of each London Shared Ownership Housing Unit, 28 per cent of the relevant annual gross income upper limit below (such 28 per cent

being equivalent to 40 per cent of net income being assumed to be 70% of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:

(A) one and two -bedroom: £71,000;

(B) three-bedroom: £88,000;

with the £71,000 and £88,000 figures increased pro-rata according to the percentage of increase of the relevant figures in the London Plan Annual Monitoring Report from time to time

PROVIDED THAT the income figures of £71,000 and £88,000 (and percentage increases) specified above shall apply only to the Initial Marketing Period and thereafter shall be increased to accord with the relevant income figures set out in the London Plan Annual Monitoring Report applicable at the point of marketing; or

- (b) Rehoused Residents upon first Occupation only on the basis that if the Rehoused Resident vacates the Residential Unit it shall be offered for further Occupation in accordance with (a) above.

and **“London Shared Ownership Lease”** and **“London Shared Ownership Lessee”** shall be construed accordingly

“London Shared Ownership Housing Units”

means the 62 Affordable Housing Units comprising 201 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing and for the avoidance of doubt **“London Shared Ownership Housing Units”** includes the 15 Affordable Housing Units to be made available for London Shared Ownership Housing to Rehoused Residents.

“Low Cost Rent Housing”

means Social Rented Housing, London Affordable Rented Housing or both (as the context requires)

“Low Cost Rent Housing Units”

means the 63 Affordable Housing Units comprising 245 Habitable Rooms to be made available for Low Cost Rent Housing in accordance with the Fourth Schedule of this Deed together with any Additional Affordable Housing Units which are to be delivered as Low Cost Rent Housing

“Market Value”

means the price at which the Sale of the relevant property interest would have been completed unconditionally for cash consideration

on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed of but not Sold, to be assessed by the Council and assuming:

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

“Mayor’s Funding Guidance”

means “Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance

“Monitoring Deed”

means the agreement to be made between the Owner and the Council in the form annexed at Annex 6 to this Deed relating to the monitoring of the effectiveness of performance of the renewable/low carbon technology installed in the Development, and to include a five-year monitoring period from the first date that the installed renewable/low carbon technology is operational

“Moratorium Period”

means, in each instance where a Chargee has served a Default Notice under the Fourth Schedule paragraph 8.1 the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed in writing between the Chargee and the Council)

“Occupation Date”

means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms **“Occupy”**, **“Occupied”**, **“Occupier”** and **“Occupation”** shall be construed accordingly

“Open Market Housing Units”

means the 129 Residential Units comprising 336 Habitable Rooms which are to be sold or let on the open market and which are not Affordable Housing Units

“Option”

means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 8.3

	of the Fourth Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
“Outstanding Freehold Interests”	means the Building D Freehold Land or the Building E Freehold Land (as the context so admits)
“Parties”	means the parties to this Deed
“Phase”	means a phase of the Development as shown on the Phasing Plan being Phase 1A, Phase 1B, and Phase 2
“Phasing Plan”	means the plan showing each Phase attached at the First Schedule to this Deed or such amended Phasing Plan as may be approved in writing by the Council from time to time
“Plan 1”	means the plan attached to this Deed showing the extent of the Land to be bound by this Deed in red outline and Outstanding Freehold Interests in green and blue highlight as appended at the First Schedule to this Deed
“Plan 2”	means the Phasing Plan (appended at the First Schedule to this Deed)
“Plan 3”	means the Public Amenity Space Plan (appended at the First Schedule to this Deed)
“Plan 4”	means the plan attached to this Deed showing Building D and Building E as appended at the First Schedule to this Deed
“Planning Application”	means the application for planning permission dated 27 April 2022 submitted to the Council for the Development and allocated the Council’s reference number 22/1116/F
“Planning Permission”	means the planning permission subject to conditions to be granted by the Council pursuant to the Planning Application substantially in the form set out in the Second Schedule to this Deed
“Practical Completion”	means the date that: <ul style="list-style-type: none"> (a) in respect of a building or the whole Development (as the case may be) a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part or whole of the Development (as the case may be); and (b) in respect of an individual Residential Unit a National House Building Council cover note is issued and “Practically Completed” shall be construed accordingly
“Priority Band”	means Eligible Purchasers whose gross annual Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed £71,000 for 1 or 2 beds and £88,000 for 3 beds (maximum annual housing costs including mortgage rent and Service Charges must be no greater than 28 per cent of gross

Household Income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time (with the £71,000 and £88,000 figures adjusted pro-rata according to the percentage of change in the relevant figures in the London Plan Annual Monitoring Report)

“Public Amenity Space”

means the areas of publicly accessible amenity space and open spaces comprised within the Development (including footpaths, communal gardens, and areas of public realm, but excluding private communal spaces, areas provided for exclusive use of a single Residential Unit or solely or mainly for parking vehicles) as indicatively shown on the Public Amenity Space Plan

“Public Amenity Space Plan”

means the plan attached at the First Schedule to this Deed

“Public Amenity Space Strategy”

means a strategy for the laying out and management of the Public Amenity Space to be submitted to the Council for approval in writing in accordance with Ninth Schedule of this Deed, such strategy to include:

- (a) details of the proposed materials finishes and laying out of the Public Amenity Space;
- (b) details of the proposed management and maintenance of the Public Amenity Space;
- (c) evidence of the management and maintenance arrangements relating to the lifts/ramps and steps which provide access and egress to the Public Amenity Space for the lifetime of the Development; and
- (d) details of provisions for the closure of the Public Amenity Space which shall allow for the closure of the Public Amenity Space by the Owner for the purposes including (but not limited to) building work maintenance renewal refurbishment security safety and as might be necessary to prevent the establishment of rights of way

“Public Subsidy”

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

“Qualifying Heat Network”

means a District Heating Network currently operated or planned to be operated by a Qualifying Heat Network Operator

“Qualifying Heat Network Operator”

a person or organisation (which may also include the Council or its approved nominee) currently operating or is capable of operating a Qualifying Heat Network

“Rehoused Residents”

means Existing Tenants who have chosen to be re-housed on a like for like basis within the Development

“Registered Provider”	<p>means a provider of Affordable Housing:</p> <ul style="list-style-type: none"> (a) as defined in section 80(2) of the Housing and Regeneration Act 2008 (or any other body defined by subsequent legislation as having a similar role) registered by the Greater London Authority pursuant to section 80(2) and chapter 3 of the Housing and Regeneration Act 2008; and (b) nominated as a registered provider for the purpose of this Deed by the Council from the list of Registered Providers at Annex 2 of this Deed or such other registered provider meeting the criteria of (a) above and given prior written approval by the Council
“Relevant Review Date”	means the Early Stage Review Date or the Late Stage Review Date (as the context requires)
“Rent Guidance”	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Department of Communities and Local Government or such other replacement guidance or direction or legislation
“Rent Standard”	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Department for Communities and Local Government together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2020 or such other replacement guidance or direction or legislation
“Residential Units”	means the 254 units of residential accommodation comprising 802 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and “Residential Unit” shall be construed accordingly
“Returns”	means forms showing a breakdown of race, sex, postcode and any disability of people recruited to work on the construction of the Development
“Sale”	<p>means:</p> <ul style="list-style-type: none"> (a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of 125 years or more <p>and “Sold” shall be construed accordingly</p>
“Service Charges”	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Units as part of or in addition to

	the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit
"Service Level Agreement"	a contract between the Qualifying Heat Network Operator and the Owner that defines the level of service expected from the Qualifying Heat Network Operator
"Social Rented Housing"	means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents
"Social Rented Housing Units"	<p>means the</p> <p>Affordable Housing Units to be made available for Social Rented Housing in accordance with the Fourth Schedule of this Deed together with any Additional Affordable Housing Units which are to be delivered as Social Rented Housing Units and for the avoidance of doubt "Social Rented Housing Units" includes:</p> <ul style="list-style-type: none"> (a) the initial letting for Rehoused Residents which must be provided at Existing Rent Levels on first Occupation for any Rehoused Residents with the number of those Rehoused Residents being in line with the approved Lettings Plan and Affordable Housing Scheme; and (b) 7 Social Rented Housing Units which shall be delivered as M4(3) Residential Units. <p>Any subsequent lettings of the Affordable Housing Units that were for Rehoused Residents provided in (a) above.</p>
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly
"Substantial Implementation"	<p>means the occurrence of all of the following in respect of the Development:</p> <ul style="list-style-type: none"> (a) completion of all ground preparation works for Phase 1A and all site-wide enabling works; (b) completion of the foundations for the core of Block A and Block C; (c) construction to the first floor of Block A; and (d) letting of a contract for the construction of Phase 1A and 1B
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Planning Permission

“Sums Due”	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
“Target Rents”	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
“Target Return”	means profit of 13.18% per cent as determined within the Application Stage Breakeven Viability Appraisal being the blended profit of the Open Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of gross development value
“Tenancy Offer Statement”	means a statement detailing (and providing evidence of) all tenancy offers made by the Owner to each of the Existing Tenants and relevant confirmation of whether each Existing Tenant is intending to return to live at the Development or not. For any Existing Tenant not intending to return to live at the Development, the statement should provide clear reasoning
“Traffic Order Contribution”	means £3,500 (three thousand and five hundred pounds) Indexed to be paid by the Owner to the Council towards a traffic order
“Travel Plan”	means a plan which shall be submitted by the Owner for the Council’s approval pursuant to condition 52 of the Planning Permission detailing sustainable transport and travel measures
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday

- 1.2 Where in this Deed reference is made to a clause, paragraph, Schedule or plan it is to a clause, paragraph, Schedule or plan in this Deed.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.5 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 1.6 Headings contained in this Deed are for reference purposes only and are not incorporated into the Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.

- 1.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.9 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council shall include successors to its respective statutory functions.
- 1.10 Any reference to a condition of the Planning Permission shall include the condition or conditions included for equivalent purposes in a planning permission granted pursuant to S73 of the Act which varies the Planning Permission to which this Deed applies even if the condition numbers change.
- 1.11 Where any party or person under this Agreement is required to use reasonable endeavours, all reasonable endeavours or best endeavours, that party or person shall within 21 days of any request to do so from another party or the Council (as the case may be), provide to that other party or the Council full information and evidence of the endeavours the relevant party or person has used to comply with the obligation.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and shall be binding on the Land and are enforceable by the Council as local planning authority not only against the Owner but also against any person deriving title from the Owner in respect of the Land as provided by Section 106 of the Act and any persons claiming through or under it.
- 2.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of S106 of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority and its rights powers duties and obligations under all public and private statutes, bylaws and regulations may be fully and entirely exercised as if the Council were not a party to this Deed.
- 2.5 In the event that any new planning permission(s) is granted by the Council for the Land pursuant to an application made under Section 73 of the Act (as amended) in respect of which the Planning Permission was the original one and unless otherwise determined by the Council in its absolute discretion:
 - 2.5.1 the obligations in this Deed shall relate to and bind any such subsequent planning permission(s) granted in respect of the Land pursuant to Section 73 of the Act (as amended) and the Land itself and this Deed shall be construed with any necessary consequential amendments; and

2.5.2 this Deed shall be endorsed with the following words in respect of any future Section 73 application:

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

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 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 Act whether by way of a new deed or supplemental deed pursuant to Section 106 or S106A of the Act.

3 CONDITIONALITY

3.1 This Deed is conditional upon:

3.1.1 the grant of the Planning Permission; and

3.1.2 the Implementation of the Planning Permission,

save for the provisions expressed to be complied with prior to Implementation and paragraphs 2 and 3 of the Third Schedule (legal costs and monitoring costs) which shall come into effect immediately upon completion of this Deed

4 COVENANTS OF THE OWNER

The Owner covenants with the Council to comply with the obligations and restrictions on the Owner as set out in this Deed.

5 COUNCIL'S OBLIGATIONS AND POWERS

5.1 The Council covenants with the Owner:

5.1.1 to comply with the obligations on the Council as set out in this Deed;

Nothing in this Deed shall fetter the statutory duties, rights and powers of the Council.

6 MISCELLANEOUS

6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.

6.2 This Deed shall be registered as a local land charge by the Council.

6.3 Where the agreement, approval, consent or expression of satisfaction is required from any party or person under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director.

6.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 6.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Implementation of the Development but the cessation of this Deed shall not affect the liability of any party for any antecedent breach of this Deed.
- 6.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or any planning permission granted to pursuant to Section 73 of the Act which varies the Planning Permission to which this Deed applies) granted (whether or not on appeal) after the date of this Deed.
- 6.8 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed relating to the whole or any part of the Land occurring after it has parted with its interest in the whole or that part of the Land but without prejudice to the liability of such person for any breach in relation to the whole or that part occurring prior to its parting with such interest.

7 RESTRICTION OF DEVELOPMENT OF BUILDINGS D & E – ACQUISITION OF OTHER FREEHOLD INTERESTS & CONFIRMATORY DEEDS

- 7.1 The Owner covenants with the Council:-
- 7.1.1 (unless otherwise agreed with the Council in writing) not to allow or cause or permit Implementation within that part of the Land on which of Building D is to be constructed pursuant to the Planning Permission unless and until the Owner has:
- 7.1.1.1 acquired the Building D Freehold Land;
 - 7.1.1.2 entered into the Confirmatory Deed in respect of the Building D Freehold Land (and procured that any mortgagees or chargees have entered the same); and
 - 7.1.1.3 paid the Council's reasonable legal fees and costs for reviewing, negotiating and completing the Confirmatory Deed which shall be paid prior to completion of the Confirmatory Deed.
- 7.1.2 (unless otherwise agreed with the Council in writing) not to allow or cause or permit Implementation within that part of the Land on which Building E is to be constructed pursuant to the Planning Permission unless and until the Owner has:
- 7.1.2.1 acquired the Building E Freehold Land;
 - 7.1.2.2 entered into the Confirmatory Deed in respect of the Building E Freehold Land (and procured that any mortgagees or chargees have entered the same) ; and
 - 7.1.2.3 paid the Council's reasonable legal fees and costs for reviewing, negotiating and completing the Confirmatory Deed which shall be paid prior to completion of the Confirmatory Deed.

8 APPOINTMENT OF EXPERT

- 8.1 In the event of any dispute arising between the parties to this Deed in respect of any matter contained in this Deed (including any matter to be agreed or approved under this Deed) the same shall be referred by

any of the party to this Deed to an Expert who shall be appointed by Deed between the parties. In the absence of such agreement within ten (10) Working Days following a written request by one party to the other(s), the Expert shall be appointed upon the application of any party to this Deed by or on behalf of the President for the time being of the Law Society of England and Wales and the President's decision as to the Expert shall be final and binding on the parties to the dispute.

- 8.2 The Expert howsoever appointed shall be subject to an express requirement that he or she reaches his or her decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than thirty (30) Working Days from the date of his or her appointment to act.
- 8.3 The Expert shall be required to give notice to each of the parties to the dispute inviting each of them to submit to him within ten (10) Working Days written submissions and supporting material and shall afford to the parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.
- 8.4 The Expert so appointed shall act as an expert and not as an arbitrator and save in case of manifest error, his or her decision shall be final and binding on the parties to the dispute and the costs of the procedure and the Expert's costs shall be payable by the parties to the dispute in such proportion as he or she shall determine and failing such determination the parties shall pay their own costs and Expert's costs shall be borne by the parties to the dispute in equal shares.
- 8.5 The provisions of this clause shall not apply to disputes in relation to matters of law which may be subject to the jurisdiction of the courts including applications for declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

9 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGES IN OWNERSHIP

Otherwise than in relation to transfers to utility companies and the sale, lease, transfer, mortgage or other disposal of an individual Residential Unit, the Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their respective interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

11 INDEXATION

All of the financial contributions referred to the Third Schedule shall be increased by any amount equivalent to which the Consumer Price Index increases from the date of the Planning Permission (unless specified otherwise) until the date that the sum is paid and for the avoidance of doubt the Indexed sum shall never be less than the contribution specified in this Deed.

12 LATE PAYMENT

If any payment due to the Council under this Deed is paid late, interest will be payable at 4% above the base lending rate of Lloyds Bank (calculated from time to time) to be calculated from the date payment is due to the date of payment is made.

13 FINANCIAL PAYMENTS

All financial payments payable by the Owner to the Council under this Deed are to be sent by cheque made payable to "Royal Borough of Greenwich" and sent (apart from the Council's legal and professional costs) to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ. The Council's professional legal costs shall be sent to the 4th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ unless otherwise notified.

14 NOTICES

14.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 14.2 below

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

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

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

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.

The address, relevant addressee and reference for each party are:

For the Council:

Address: Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ

Relevant addressee: The Director of Regeneration, Enterprise & Skills;

S106 and CIL Monitoring Officer

(for payment of Site and Development Contributions and Monitoring Costs)

Reference: 22/1116/F

For the Owner

Address: 30 Park Street, London SE1 9EQ

Relevant addressee: Kate Williams

Reference: Brookhill Close, Woolwich SE18 6TX – Section 106

14.3 The Owner covenants with the Council to give at least ten (10) Working Days prior written notice to the Council clearly addressed and marked for the attention of the Director of the commencement and completion of any dates referred to in this Deed including:-

14.3.1 the Implementation Date;

14.3.2 the Occupation of the first Residential Unit;

14.3.3 Practical Completion of the Intermediate Housing; and

14.3.4 any other obligations to notify the Council as referred to in this Deed.

15 JURISDICTION

- 15.1 This Deed including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.
- 15.2 The Parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes and claims).

16 VALUE ADDED TAX

- 16.1 All contributions paid in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

FIRST SCHEDULE

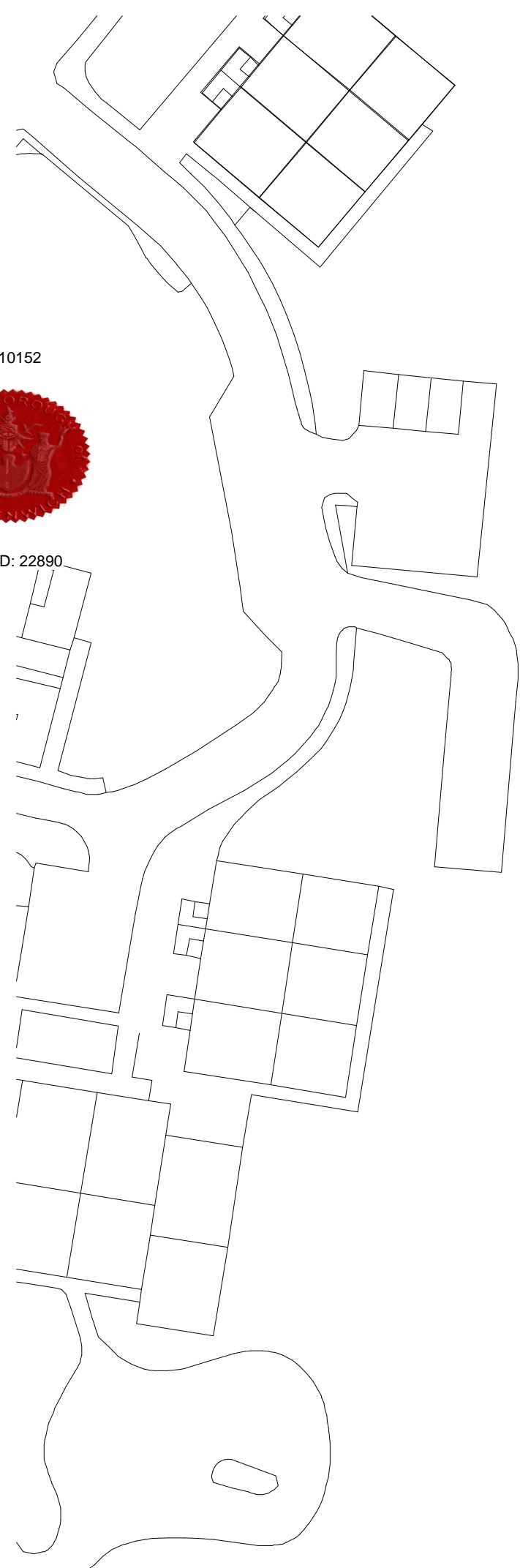
Plans

Plan 1 – Land

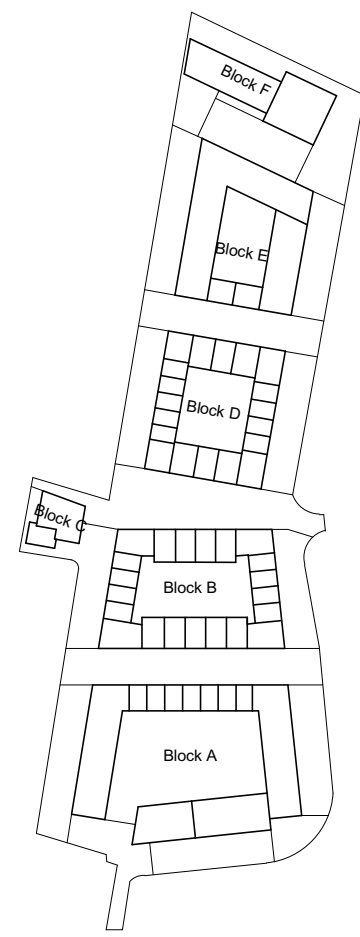
Plan 2 – Phasing Plan

Plan 3 – Public Amenity Space Plan

Plan 4 – Buildings D & E



The map shows a residential area with several blocks of houses. A red line highlights a path or boundary that runs along the top and right sides of the central block, then turns left and runs along the bottom of the block. A blue dot is marked on one of the houses in the central block. The map includes labels for 'LORD ROBERTS TERRACE' and 'PLACE'. House numbers visible include 97, 89, 8, 1, 59, 13, 56, and 6.



PLACE

Nightingale Place

1. Do not scale this drawing.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.
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RH

ZO

C2	24/03/23	s106
C1	21/03/23	s106
Rev	Date	Description

MK
KW
checked

Brookhill

Estate Regeneration

Rev

C2

Site Application - Freehold ownership

Purpose of issue	Suitability Code
Planning	
Scale	Date
1 : 500 @ A1	20/01/23
Client	
The Hyde Group	

Levitt Bernstein
levittbernstein.co.uk

London
Thane Studios
2-4 Thane Villas
London N7 7PA
+44 (0)20 7275 7676

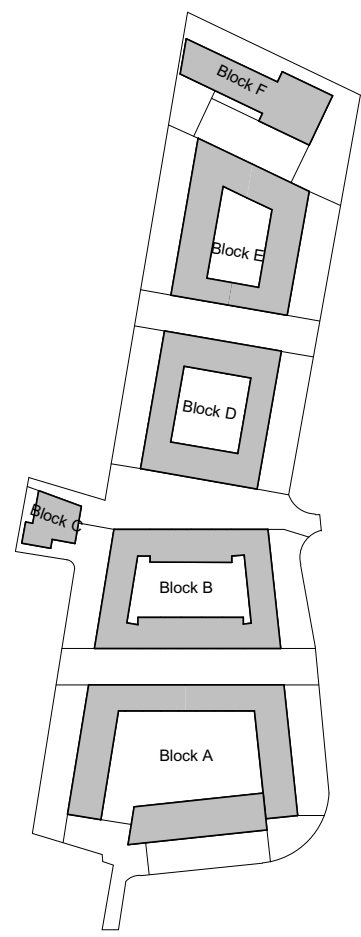
Manchester
Bonded Warehouse
18 Lower Byrom Street
Manchester M3 4AP
+44 (0)16 1669 8740

0010152



Seal ID: 22887

AD



PHASE 1A

PHASE 1B

PHASE 2

0 5m 15m 20m

Notes

1. Do not scale this drawing.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.
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This is not a construction drawing, it is unsuitable for the purpose of construction and must not be used as such.



Note: Demolition may be required outside of the illustrated construction phasing zones for the purposes of construction

RH

ZO

Nightingale Pl

C1 08/02/23 Planning - General updates K W

Project name

Brookhill
Estate Regeneration

Drawing number

Rev

3166 - LB - ZZ - XX - DP - A - 110002 **C1**

Drawing

Illustrative construction phasing plan

Purpose of issue
Planning

Suitability Code

Scale
1 : 500 @ A1

Date
02/07/23

Client
The Hyde Group

Levitt Bernstein
levittbernstein.co.uk

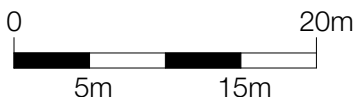
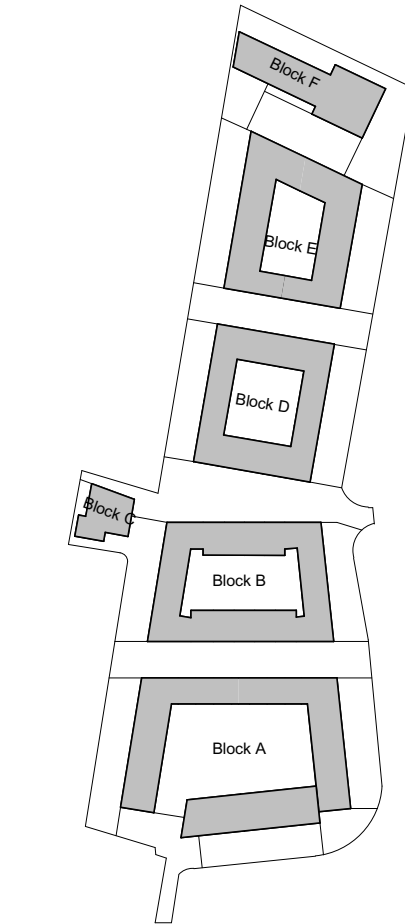
London
Thane Studios
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Manchester
Bonded Warehouse
18 Lower Byrom Street
Manchester M3 4AP
+44 (0)16 1669 8740

0010152



Seal ID: 22888

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- Notes**
1. Do not scale this drawing.
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 4. Drawing to be read with all other issued information. Any discrepancies to be brought to the attention of the architect.
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RH

ZO

C1 21/03/23 s106

K
W

Project name

Brookhill
Estate Regeneration

Drawing number

Rev

3166 - LB - ZZ - XX - DP - A - 110003

C1

Drawing

Proposed Block Plan-Public amenity

Purpose of issue

Suitability Code

Tender

Scale

1 : 500 @ A1

Client

The Hyde Group

Date

13/12/21

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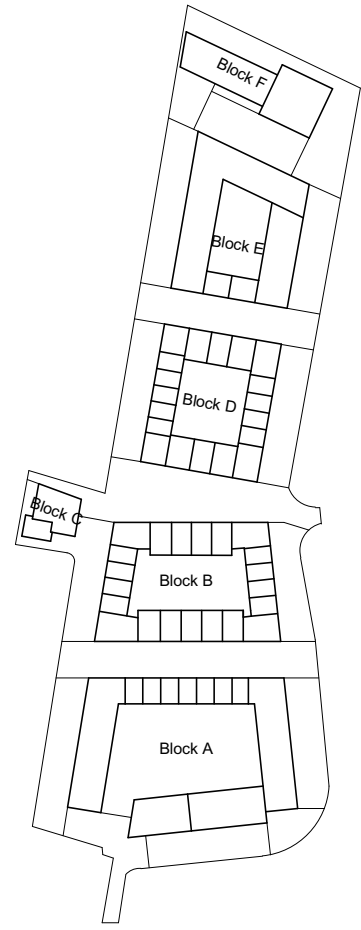
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RH

ZO

C1 24/03/23 s106
Rev Date Description

MK
Drawn / Checked

Project name

Brookhill
Estate Regeneration

Drawing number

Rev

3166 - LB - ZZ - XX - DR - A - 110004

C1

Drawing

Proposed Block Plan - Outline

Purpose of Issue
Information

Suitability Code

Scale
1 : 500 @ A1

Date
03/24/23

Client
The Hyde Group

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SECOND SCHEDULE

Draft Planning Permission

DRAFT



Mr Jonathan Walton
Pegasus Group
21 Ganton Street
London
W1F 9BN

**Directorate of Regeneration,
Enterprise & Skills**
The Woolwich Centre, 5th Floor
35 Wellington Street
London, SE18 6HQ

22/1116/F

DECISION NOTICE - PLANNING PERMISSION GRANTED

Dear Mr Walton,

Town & Country Planning Act 1990 (As Amended)
Town & Country Planning (Development Management Procedure)(England) Order 2015

Site: **BROOKHILL CLOSE, WOOLWICH, LONDON, SE18 6TX**
Applicant: Hyde Housing Group
Proposal: **Demolition of the existing dwellinghouses to provide for the comprehensive residential redevelopment of the Brookhill Estate. The proposal includes the construction of residential dwellings (Use Class C3), improvements to public realm including hard and soft landscaping, highways works, car parking, cycle parking, refuse and recycling storage, plant, external amenity space and playspace.**

Drawings

3166- LB- ZZ- XX- DP- A- 106000, Proposed Demolition Plan, Rev C2
3166- LB- ZZ- XX- DP- A- 110000, Proposed Block Plan, Rev C8
3166- LB- ZZ- XX- DP- A- 110001, Proposed Block Plan – Building Heights AOD, Rev C8
3166- LB- ZZ- XX- DP- A- 110001, Indicative Phasing Plan, Rev C1
3166- LB- ZZ- XX- DS- A- 115000, Site Wide Long Sections, Rev C3
3166- LB- ZZ- XX- DS- A- 115001, Site Wide Short Sections, Rev C3
3166- LB- ZZ- XX- DE- A- 116000, Site Wide Long Elevations, Rev C3
3166- LB- BA- 00- DP- A- 120000, Block A- Proposed Level 00 Plan, Rev C8
3166- LB- BA- 01- DP- A- 120001, Block A- Proposed Level 01 Plan, Rev C5
3166- LB- BA- 02- DP- A- 120002, Block A- Proposed Level 02 Plan, Rev C7
3166- LB- BA- 03- DP- A- 120003, Block A- Proposed Level 03 Plan, Rev C8
3166- LB- BA- 04- DP- A- 120004, Block A- Proposed Level 04 Plan, Rev C7
3166- LB- BA- 05- DP- A- 120005, Block A- Proposed Level 05 Plan, Rev C7
3166- LB- BA- 06- DP- A- 120006, Block A- Proposed Level 06 Plan, Rev C7

3166- LB- BA- 07- DP- A- 120007, Block A- Proposed Level 07 Plan, Rev C7
3166- LB- BA- 08- DP- A- 120008, Block A- Proposed Level 08 Plan, Rev C7
3166- LB- BA- 09- DP- A- 120009, Block A- Proposed Roof Plan, Rev C6
3166- LB- BB- 00- DP- A- 121000, Block B- Proposed Level 00 Plan, Rev C6
3166- LB- BB- 01- DP- A- 121001, Block B- Proposed Level 01 Plan, Rev C6
3166- LB- BB- 02- DP- A- 121002, Block B- Proposed Level 02 Plan, Rev C6
3166- LB- BB- 03- DP- A- 121003, Block B- Proposed Level 03 Plan, Rev C4
3166- LB- BB- 04- DP- A- 121004, Block B- Proposed Roof Plan, Rev C6
3166- LB- BC- ZZ- DP- A- 122000, Block C - Proposed Levels LG - L01, Rev C8
3166- LB- BC- ZZ- DP- A- 122001, Block C - Proposed Levels 03 - Roof, Rev C8
3166- LB- BD- 00- DP- A- 123000, Block D- Proposed Level 00, Rev C5
3166- LB- BD- 01- DP- A- 123001, Block D- Proposed Levels 01, Rev C3
3166- LB- BD- 02- DP- A- 123002, Block D- Proposed Levels 02, Rev C3
3166- LB- BD- 03- DP- A- 123003, Block D- Proposed Roof Plan, Rev C6
3166- LB- BE- 00- DP- A- 124000, Block E- Proposed Levels 00, Rev C6
3166- LB- BE- 01- DP- A- 124001, Block E- Proposed Levels 01, Rev C6
3166- LB- BE- 02- DP- A- 124002, Block E- Proposed Levels 02, Rev C4
3166- LB- BE- 03- DP- A- 124003, Block E- Proposed Levels 03, Rev C4
3166- LB- BE- 04- DP- A- 124004, Block E- Proposed Levels 04, Rev C4
3166- LB- BE- 05- DP- A- 124005, Block E- Proposed Levels 05, Rev C4
3166- LB- BE- 06- DP- A- 124006, Block E- Proposed Level 06, Rev C4
3166- LB- BE- 07- DP- A- 124007, Block E- Proposed Roof Plan, Rev C5
3166- LB- BF- ZZ- DP- A- 125000, Block F - Proposed Levels 00 and 01, Rev C6
3166- LB- BF- ZZ- DP- A- 125001, Block F - Proposed Levels 02 and 03, Rev C4
3166- LB- BF- ZZ- DP- A- 125002, Block F - Proposed Levels 04 and 05, Rev C4
3166- LB- BF- ZZ- DP- A- 125003, Block F - Proposed Levels 06 and Roof, Rev C1
3166- LB- BA- XX-DE- A- 130000, Block A - Proposed Elevations – Street, Rev C4
3166- LB- BA- XX-DE- A- 130001, Block A - Proposed Elevations- Courtyard, Rev C3
3166- LB- BB- XX-DE- A- 131000, Block B - Proposed Elevations – Street, Rev C3
3166- LB- BB- XX-DE- A- 131001, Block B - Proposed Elevations – Courtyard, Rev C3
3166- LB- BC- XX-DE- A- 132000, Block C - Proposed Elevations, Rev C5
3166- LB- BD- XX-DE- A- 133000, Block D - Proposed Elevations - Street, Rev C3
3166- LB- BD- XX-DE- A- 133001, Block D - Proposed Elevations - Courtyard, Rev C3
3166- LB- BE- XX-DE- A- 134000, Block E - Proposed Elevations - Street A, Rev C4
3166- LB- BE- XX-DE- A- 134001, Block E - Proposed Elevations – Courtyard, Rev C3
3166- LB- BF- XX-DE- A- 135000, Block F - Proposed Elevations, Rev C5
3166- LB- BA- XX-DS- A- 140000, Block A - Proposed Sections, Rev C4
3166- LB- BB- XX-DS- A- 141000, Block B - Proposed Sections, Rev C3
3166- LB- BC- XX-DS- A- 142000, Block C - Proposed Sections, Rev C6
3166- LB- BD- XX-DS- A- 143000, Block D - Proposed Sections, Rev C3
3166- LB- BE- XX-DS- A- 144000, Block E - Proposed Sections, Rev C3
3166- LB- BF- XX-DS- A- 145000, Block F - Proposed Sections, Rev C3
3166- LB- ZZ XX DP A 303001, WCH Unit - 1B2P Type 1, Rev C3
3166- LB- ZZ XX DP A 303002, WCH Unit - 1B2P Type 2, Rev C4
3166- LB- ZZ XX DP A 303003, WCH Unit - 1B2P Type 3, Rev C2
3166- LB- ZZ XX DP A 303101, WCH Unit - 2B3P Type 2, Rev C3
3166- LB- ZZ XX DP A 303102, WCH Unit - 2B3P Type 2, Rev C3
3166- LB- ZZ XX- DP A- 303103, WCH Unit - 2B3P Type 3, Rev C2
3166- LB- ZZ XX- DP A- 303104, WCH Unit - 2B3P Type 4, Rev C2
3166- LB- ZZ XX- DP A- 303105, WCH Unit - 2B3P Type 5, Rev C2
3166- LB- ZZ XX- DP A- 303106, WCH Unit - 2B3P Type 6, Rev C2
3166- LB- ZZ XX- DP A- 303107, WCH Unit - 2B3P Type 7, Rev C3
3166- LB- ZZ XX- DP A- 303201, WCH Unit - 2B4P Type 1, Rev C3
3166- LB- ZZ XX- DP A- 303202, WCH Unit - 2B4P Type 2, Rev C3
3166- LB- ZZ XX DP A 303001, WCH Unit - 1B2P Type 1, Rev C3
3166- LB- ZZ XX DP A 303002, WCH Unit - 1B2P Type 2, Rev C4
3166- LB- ZZ XX DP A 303003, WCH Unit - 1B2P Type 3, Rev C2
3166- LB- ZZ XX DP A 303101, WCH Unit - 2B3P Type 2, Rev C3

3166- LB- ZZ XX DP A 303102, WCH Unit - 2B3P Type 2, Rev C3
3166- LB- ZZ XX- DP A- 303103, WCH Unit - 2B3P Type 3, Rev C2
3166- LB- ZZ XX- DP A- 303104, WCH Unit - 2B3P Type 4, Rev C2
3166- LB- ZZ XX- DP A- 303105, WCH Unit - 2B3P Type 5, Rev C2
3166- LB- ZZ XX- DP A- 303106, WCH Unit - 2B3P Type 6, Rev C2
3166- LB- ZZ XX- DP A- 303107, WCH Unit - 2B3P Type 7, Rev C3
3166- LB- ZZ XX- DP A- 303201, WCH Unit - 2B4P Type 1, Rev C3
3166- LB- ZZ XX- DP A- 303202, WCH Unit - 2B4P Type 2, Rev C3
3166- LB- BE- 00 DP L 9000, Illustrative Landscape Masterplan, Rev P6
3166- LB- ZZ 00 DP L 9001, General Arrangement Plan 01, Rev P7
3166- LB- ZZ 00 DP L 9002, General Arrangement Plan 02, Rev P6
3166- LB- ZZ 00 DP L 9003, Planting Plan 01, Rev P7
3166- LB- ZZ 00 DP L 9004, Planting Plan 02, Rev P6
3166- LB- ZZ 00 DP L 9005, Planting Schedule, Rev P3
3166, Accommodation Schedule, Rev 11

Air Quality Assessment, Waterman Infrastructure & Environment, dated November 2021
Arboricultural Impact Assessment, Underhill Tree Consultancy, Rev B, dated December 2022
Archaeological Desk-Based Assessment, RPS Group, dated December 2022
Bat Emergence Survey, Greengage Environmental Limited, dated August 2021
Biodiversity Net Gain Assessment, Greengage Environmental Limited, dated February 2023
Circular Economy Statement, Calford Seaden, dated January 2022
Construction and Environmental Management Plan, Martin Arnold, dated December 2021
Consultation Statement, Pegasus Group, dated November 2022
Contamination Risk Assessment, Tier 1, Sweco UK Limited, dated September 2021
Daylight and Sunlight Report (External), Schofields Surveyors, Rev C, dated December 2022
Design and Access Statement, Levitt Bernstein, dated January 2022
Design and Access Statement Addendum, Levitt Bernstein, dated November 2022
Energy Strategy, Calford Seaden, Rev 2, dated December 2022
Energy Strategy - Addendum, Calford Seaden, Rev 2, dated February 2023
Fire Statement Form, BB7, dated December 2021
Fire Strategy Report – London Plan, BB7, dated October 2021
Fire Statement Addendum, BB7, dated December 2022
Flood Risk Assessment and Drainage Strategy, Tully De'Ath Consultants, dated January 2022
Health Impact Assessment, Pegasus Group, dated January 2022
Heritage, Townscape and Visual Impact Assessment, Gareth Jones Heritage Planning and Neaves Urbanism, dated January 2022
Internal Daylight and Sunlight Report, Schofields Surveyors, Rev A, dated November 2022
Noise Assessment, Waterman Infrastructure & Environment Limited, dated January 2022
Overheating Assessment, Calford Seaden, dated December 2022
Planning Statement, including Affordable Housing Statement and CIL/S106, Pegasus Group, dated January 2022
Planning Statement Addendum, Pegasus Group, dated November 2022
Preliminary Ecological Appraisal, Greengage Environmental Limited, dated May 2021
Sustainable Design & Construction Statement, Calford Seaden, Rev 2, dated December 2022
Transport Assessment including Parking Management Plan, Delivery and Management Plan, and Construction Logistics Plan, i-Transport, dated January 2022
Transport Assessment Addendum, i-Transport, dated November 2022
Transport Assessment Second Addendum, i-Transport, dated January 2023
Travel Plan, i-Transport, dated January 2022
Urban Greening Factor Assessment, Greengage Environmental Limited, dated December 2021
Urban Greening Factor Assessment Update, Greengage Environmental Limited, dated February 2023
Ventilation Report, Calford Seaden, dated January 2022
Viability Assessment, ULL Property, dated February 2022
Viability Assessment Update, ULL Property, dated December 2022
Whole Life Cycle Carbon Assessment, Calford Seaden, dated January 2022

The Royal Borough of Greenwich as Local Planning Authority grants planning permission for the development described above and referred to in your application dated 01 April 2022.

There are 64 further conditions which are set out within this decision notice.

Yours faithfully

Assistant Director

Notes

The Council in assessing the merits of this application have taken into consideration the provisions of the National Planning Policy Framework

You are reminded that you may also require approval under the Building Regulations. Advice and application forms can be obtained from Building Control at this address, by telephone on 020 8921 5413 or by emailing building.control@royalgreenwich.gov.uk

SCHEDULE OF CONDITIONS, REASONS and INFORMATIVES

Application Reference: 22/1116/F

At: BROOKHILL CLOSE, WOOLWICH, LONDON, SE18 6TX

Condition 1**Time Limit**

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

Reason: As required by Section 91 of the Town and Country Planning Act 1990

Condition 2**Approved Drawings**

The development hereby permitted shall be carried out in accordance with the following approved documents.

Plans:

Reference	Drawing Title	REV	Date
3166- LB- ZZ- XX- DP- A- 106000	Proposed Demolition Plan	C2	07.04.2022
3166- LB- ZZ- XX- DP- A- 110000	Proposed Block Plan	C8	20.01.2023
3166- LB- ZZ- XX- DP- A- 110001	Proposed Block Plan – Building Heights AOD	C8	20.01.2023
3166- LB- ZZ- XX- DP- A- 110001	Indicative Phasing Plan	C1	08.02.2023
3166- LB- ZZ- XX- DS- A- 115000	Site Wide Long Sections	C3	10.11.2022
3166- LB- ZZ- XX- DS- A- 115001	Site Wide Short Sections	C3	10.11.2022
3166- LB- ZZ- XX- DE- A- 116000	Site Wide Long Elevations	C3	10.11.2022
3166- LB- BA- 00- DP- A- 120000	Block A- Proposed Level 00 Plan	C8	08.02.2023
3166- LB- BA- 01- DP- A- 120001	Block A- Proposed Level 01 Plan	C5	24.11.2022
3166- LB- BA- 02- DP- A- 120002	Block A- Proposed Level 02 Plan	C7	08.02.2023
3166- LB- BA- 03- DP- A- 120003	Block A- Proposed Level 03 Plan	C8	08.02.2023
3166- LB- BA- 04- DP- A- 120004	Block A- Proposed Level 04 Plan	C7	08.02.2023
3166- LB- BA- 05- DP- A- 120005	Block A- Proposed Level 05 Plan	C7	08.02.2023
3166- LB- BA- 06- DP- A- 120006	Block A- Proposed Level 06 Plan	C7	08.02.2023
3166- LB- BA- 07- DP- A- 120007	Block A- Proposed Level 07 Plan	C7	08.02.2023
3166- LB- BA- 08- DP- A- 120008	Block A- Proposed Level 08 Plan	C7	08.02.2023
3166- LB- BA- 09- DP- A- 120009	Block A- Proposed Roof Plan	C6	08.02.2023
3166- LB- BB- 00- DP- A- 121000	Block B- Proposed Level 00 Plan	C6	20.01.2023
3166- LB- BB- 01- DP- A- 121001	Block B- Proposed Level 01 Plan	C6	20.01.2023
3166- LB- BB- 02- DP- A- 121002	Block B- Proposed Level 02 Plan	C6	20.01.2023
3166- LB- BB- 03- DP- A- 121003	Block B- Proposed Level 03 Plan	C4	24.11.2022
3166- LB- BB- 04- DP- A- 121004	Block B- Proposed Roof Plan	C6	20.01.2023
3166- LB- BC- ZZ- DP- A- 122000	Block C - Proposed Levels LG - L01	C8	20.01.2023
3166- LB- BC- ZZ- DP- A- 122001	Block C - Proposed Levels 03 - Roof	C8	20.01.2023
3166- LB- BD- 00- DP- A- 123000	Block D- Proposed Level 00	C5	20.01.2023
3166- LB- BD- 01- DP- A- 123001	Block D- Proposed Levels 01	C3	10.11.2022
3166- LB- BD- 02- DP- A- 123002	Block D- Proposed Levels 02	C3	10.11.2022
3166- LB- BD- 03- DP- A- 123003	Block D- Proposed Roof Plan	C6	20.01.2023
3166- LB- BE- 00- DP- A- 124000	Block E- Proposed Levels 00	C6	08.02.2023
3166- LB- BE- 01- DP- A- 124001	Block E- Proposed Levels 01	C6	20.01.2023

3166- LB- BE- 02- DP- A- 124002	Block E- Proposed Levels 02	C4	24.11.2022
3166- LB- BE- 03- DP- A- 124003	Block E- Proposed Levels 03	C4	24.11.2022
3166- LB- BE- 04- DP- A- 124004	Block E- Proposed Levels 04	C4	24.11.2022
3166- LB- BE- 05- DP- A- 124005	Block E- Proposed Levels 05	C4	24.11.2022
3166- LB- BE- 06- DP- A- 124006	Block E- Proposed Level 06	C4	24.11.2022
3166- LB- BE- 07- DP- A- 124007	Block E- Proposed Roof Plan	C5	20.01.2023
3166- LB- BF- ZZ- DP- A- 125000	Block F - Proposed Levels 00 and 01	C6	08.02.2023
3166- LB- BF- ZZ- DP- A- 125001	Block F - Proposed Levels 02 and 03	C4	10.11.2022
3166- LB- BF- ZZ- DP- A- 125002	Block F - Proposed Levels 04 and 05	C4	10.11.2022
3166- LB- BF- ZZ- DP- A- 125003	Block F - Proposed Levels 06 and Roof	C1	07.04.2022
3166- LB- BA- XX-DE- A- 130000	Block A - Proposed Elevations – Street	C4	10.11.2022
3166- LB- BA- XX-DE- A- 130001	Block A - Proposed Elevations- Courtyard	C3	10.11.2022
3166- LB- BB- XX-DE- A- 131000	Block B - Proposed Elevations – Street	C3	10.11.2022
3166- LB- BB- XX-DE- A- 131001	Block B - Proposed Elevations – Courtyard	C3	10.11.2022
3166- LB- BC- XX-DE- A- 132000	Block C - Proposed Elevations	C5	10.11.2022
3166- LB- BD- XX-DE- A- 133000	Block D - Proposed Elevations - Street	C3	10.11.2022
3166- LB- BD- XX-DE- A- 133001	Block D - Proposed Elevations - Courtyard	C3	10.11.2022
3166- LB- BE- XX-DE- A- 134000	Block E - Proposed Elevations - Street A	C4	24.11.2022
3166- LB- BE- XX-DE- A- 134001	Block E - Proposed Elevations – Courtyard	C3	10.11.2022
3166- LB- BF- XX-DE- A- 135000	Block F - Proposed Elevations	C5	24.11.2022
3166- LB- BA- XX-DS- A- 140000	Block A - Proposed Sections	C4	10.11.2022
3166- LB- BB- XX-DS- A- 141000	Block B - Proposed Sections	C3	10.11.2022
3166- LB- BC- XX-DS- A- 142000	Block C - Proposed Sections	C6	10.11.2022
3166- LB- BD- XX-DS- A- 143000	Block D - Proposed Sections	C3	10.11.2022
3166- LB- BE- XX-DS- A- 144000	Block E - Proposed Sections	C3	10.11.2022
3166- LB- BF- XX-DS- A- 145000	Block F - Proposed Sections	C3	10.11.2022

Accessible Unit Drawings:

Reference	Drawing Title	REV	Date
3166- LB- ZZ XX DP A 303001	WCH Unit - 1B2P Type 1	C3	10.11.2022
3166- LB- ZZ XX DP A 303002	WCH Unit - 1B2P Type 2	C4	24.11.2022
3166- LB- ZZ XX DP A 303003	WCH Unit - 1B2P Type 3	C2	10.11.2022
3166- LB- ZZ XX DP A 303101	WCH Unit - 2B3P Type 2	C3	10.11.2022
3166- LB- ZZ XX DP A 303102	WCH Unit - 2B3P Type 2	C3	10.11.2022
3166- LB- ZZ XX- DP A- 303103	WCH Unit - 2B3P Type 3	C2	10.11.2022
3166- LB- ZZ XX- DP A- 303104	WCH Unit - 2B3P Type 4	C2	10.11.2022
3166- LB- ZZ XX- DP A- 303105	WCH Unit - 2B3P Type 5	C2	10.11.2022
3166- LB- ZZ XX- DP A- 303106	WCH Unit - 2B3P Type 6	C2	10.11.2022
3166- LB- ZZ XX- DP A- 303107	WCH Unit - 2B3P Type 7	C3	24.11.2022
3166- LB- ZZ XX- DP A- 303201	WCH Unit - 2B4P Type 1	C3	10.11.2022
3166- LB- ZZ XX- DP A- 303202	WCH Unit - 2B4P Type 2	C3	24.11.2022

Landscape Drawings:

Reference	Drawing Title	REV	Date
3166- LB- BE- 00 DP L 9000	Illustrative Landscape Masterplan	P6	08.02.2023
3166- LB- ZZ 00 DP L 9001	General Arrangement Plan 01	P7	08.02.2023
3166- LB- ZZ 00 DP L 9002	General Arrangement Plan 02	P6	20.01.2023
3166- LB- ZZ 00 DP L 9003	Planting Plan 01	P7	08.02.2023
3166- LB- ZZ 00 DP L 9004	Planting Plan 02	P6	30.01.2023
3166- LB- ZZ 00 DP L 9005	Planting Schedule	P3	30.01.2023

Schedules:

Reference	Title	REV	Date
3166	Accommodation Schedule	11	08.02.2023

Reports:

Title	Author	REV	Date
Air Quality Assessment	Waterman Infrastructure & Environment		November 2021
Arboricultural Impact Assessment	Underhill Tree Consultancy	B	December 2022
Archaeological Desk-Based Assessment	RPS Group		December 2022
Bat Emergence Survey	Greengage Environmental Limited		August 2021
Biodiversity Net Gain Assessment	Greengage Environmental Limited		February 2023
Circular Economy Statement	Calford Seaden		January 2022
Construction and Environmental Management Plan	Martin Arnold		December 2021
Consultation Statement	Pegasus Group		November 2022
Contamination Risk Assessment, Tier 1	Sweco UK Limited		September 2021
Daylight and Sunlight Report (External)	Schofield's Surveyors	C	December 2022
Design and Access Statement	Levitt Bernstein		January 2022
Design and Access Statement Addendum	Levitt Bernstein		November 2022
Energy Strategy	Calford Seaden	2	December 2022
Energy Strategy - Addendum	Calford Seaden	2	February 2023
Fire Statement Form	BB7		December 2021
Fire Strategy Report - London Plan	BB7		October 2021
Fire Statement Addendum	BB7		December 2022
Flood Risk Assessment and Drainage Strategy	Tully De'Ath Consultants		January 2022
Health Impact Assessment	Pegasus Group		January 2022
Heritage, Townscape and Visual Impact Assessment	Gareth Jones Heritage Planning and Neaves Urbanism		January 2022
Internal Daylight and Sunlight Report	Schofield's Surveyors	A	November 2022
Noise Assessment	Waterman Infrastructure & Environment Limited		January 2022
Overheating Assessment	Calford Seaden		December 2022
Planning Statement, including Affordable Housing Statement and CIL/S106	Pegasus Group		January 2022
Planning Statement Addendum	Pegasus Group		November 2022

Preliminary Ecological Appraisal	Greengage Environmental Limited		May 2021
Sustainable Design & Construction Statement	Calford Seaden	2	December 2022
Transport Assessment including Parking Management Plan, Delivery and Management Plan, and Construction Logistics Plan	i-Transport		January 2022
Transport Assessment Addendum	i-Transport		November 2022
Transport Assessment Second Addendum	i-Transport		January 2023
Travel Plan	i-Transport		January 2022
Urban Greening Factor Assessment	Greengage Environmental Limited		December 2021
Urban Greening Factor Assessment Update	Greengage Environmental Limited		February 2023
Ventilation Report	Calford Seaden		January 2022
Viability Assessment	ULL Property		February 2022
Viability Assessment Update	ULL Property		December 2022
Whole Life Cycle Carbon Assessment	Calford Seaden		January 2022

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

Condition 3

Quantum of development

The total quantum of the application shall not exceed the quantum listed below:

- a) Residential Development: The total residential development within Use Class C3 (Dwelling Houses) shall be 254 units as detailed in the Brookhill Accommodation Schedule, Rev 11, comprising:

	Flats					Maisonettes		Houses				Total
	1B1P	1B2P	2B3P	2B4P	3B5P	3B5P	4B5P	2B4P	3B5P	4B6P	5B7P	
Units	4	102	23	44	15	19	1	13	25	7	1	254
hr	8	204	69	132	75	95	6	39	125	42	7	802
%	2%	40%	9%	17%	6%	7%	0.4%	5%	10%	3%	0.4%	100%
	188 units / 488 hr / 74%					20 units/ 101 hr / 7.4%		46 units / 213 hr / 18.4%				

Reason: In order to ensure that the development is carried out in accordance with the approved plans and drawings.

Condition 4

Phasing

No development shall take place, until a detailed phasing plan showing how the development will be implemented in a comprehensive manner has been submitted to and approved in writing by the Local Planning authority. The development shall then be implemented only in accordance with the approved phasing plan.

Where 'relevant phase' is referred to in the subsequent conditions this relates to the phasing plan hereby approved or subsequent phasing plans submitted to and approved by the Local Planning Authority.

Reason: To ensure that the development of this site is undertaken in a coherent and comprehensive manner, is developed within a reasonable timescale for the benefit of future occupiers and other residents of the area.

Condition 5

Construction Environment Management Plan (CEMP)

Prior to the commencement of each relevant phase of the development, as identified within condition 4 of this decision notice, a CEMP for that phase shall be submitted to and approved in writing by the Local Planning Authority and where relevant in consultation with Transport for London.

The CEMP shall detail how demolition and construction works are to be undertaken and include all embedded and additional mitigation measures identified within the Construction and Environmental Management Plan (dated 21 December 2021) and should include the following:

- a) The identification of stages of works
- b) Site plan identifying location of site entrance, exit, hard standing, stockpiles, dust suppression, location of water supplies and location of nearest neighbouring receptors
- c) Provision and location of welfare facilities, car parking, and loading/unloading areas
- d) Details of working hours
- e) Details of the arrangements for the Principal Contractor/s that will undertake regular liaison meetings with relevant stakeholders (and any appointed Community Liaison Officer) including neighbouring sites and method for dealing with complaints.
- f) Details of the site hoarding and lighting (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting).
- g) Details of a directional lighting plan to prevent light spill to the buildings and trees with low risk of supporting roosting bats AND to ensure compliance with the Institution of Lighting Engineers' guidance notes for the reduction of light pollution and the provisions of BS 5489, Code of Practice for the Design
- h) Details of an Air Quality and Dust Management Plan (AQDMP) including monitoring, reporting and mitigation. The details shall include measures to control emissions during the construction phase in line with the requirements of the Control of Dust and Emissions during Construction and Demolition SPG. The AQDMP should be approved by the LPA and the measures implemented throughout the construction phase. Automatic monitoring of PM10 is advised on this site for the duration of the construction works due to the proximity of sensitive receptors. (See informative 12)
- i) Details of a Noise and Vibration Management Plan including monitoring, reporting and mitigation in line with BS 5228. The details should outline whether any of the identified cumulative schemes are being undertaken simultaneously and therefore whether further mitigation is required. (See informative 13)
- j) Details of all plant and machinery to be used during demolition and construction stage, including an inventory of all Non-Road Mobile Machinery (NRMM), or a statement confirming that NRMM will not be used. All NRMM and plant to be used on site of net power between 37kW and 560 kW must be registered at <http://nrmm.london/>. (See informative 14)
- k) Bonfire policy
- l) Details of construction phase sustainability measures and measures to mitigate potential impacts on the woodland and Woolwich Common.
- m) Details of procedures and mitigation measures relating to legally protected and notable species, habitat protection and reinstatement
- n) Details for the use of street sweepers.
- o) Wheel washing facilities and facilities for discharging the water

The details of the Construction Environment Management Plan shall be strictly adhered to throughout the entirety of the demolition and construction period until completion of the development.

The CEMP shall be fully consistent with the details submitted in line with the pre-commencement conditions.

Reason: To safeguard the amenities of future residents, neighbouring properties and the area generally, generally in compliance with policies SI (D), D13 and D14 of the London Plan (2021) and Policy E(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 6

Construction Resource Management Plan (CRMP)

Prior to the commencement of each relevant phase of the development, as identified through condition 4 of this decision notice, a Construction Resource Management Plan (CRMP) for that phase shall be submitted to and approved in writing by the Local Planning Authority. The (CRMP) shall be consistent with the Circular Economy Statement. The CRMP should include details of the following:

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

The construction operations associated with each relevant Phase of the development hereby permitted shall be carried out in strict accordance with the approved CRMP.

Reason: To encourage the re-use and recycling materials and to encourage the removal of construction waste from the site in accordance with policies SI 7 and SI 8 of the London Plan (2021).

Condition 7

Demolition/Construction Travel Plan

Prior to the commencement of each relevant phase of the development, as identified through condition 4 of this decision notice, a detailed site specific Construction Travel Plan incorporating measures to promote and maximise the use of sustainable travel (including public transport, walking, cycling and use of the river) and monitoring arrangements for the construction of each Phase of the development shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Council's Highways Department and Transport for London.

The Demolition / Construction Travel Plan shall be implemented in accordance the approved details.

Reason: In the interests of the amenities of neighbouring properties, pedestrian and highway safety and sustainable travel in line with Policy T4, T7 and D11 of the London Plan (2021) and policies E(c) and IM4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 8

Construction Logistics Plan

- a) **Prior to the commencement of each relevant phase of the development**, as identified through condition 4 of this decision notice, a Construction Logistics Plan (CLP) and Demolition / Construction Travel Plan shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Council's Highways Department and Transport for London.
- b) The CLP shall include (but not be limited to) details of the access route for vehicles involved in construction of the expected number of construction vehicles generated by the site and the impact upon the highway network. It should identify measures to be undertaken during construction, including consolidation of trips; secure, off-street loading and drop-off facilities; and using operators committed to best practice (members of TfL's Freight Operator Recognition Scheme, Construction Logistics and Community Safety (CLOCS) standard, or similar). The details should consider the impact of construction on existing residents of the estate and surrounding areas, pedestrians, cyclists, and local bus services in line with Healthy Streets and Vision Zero objectives. The details should also outline whether any of the identified cumulative schemes are being undertaken simultaneously and therefore whether further mitigation is required.
- c) The demolition and construction shall in all respects be implemented in accordance with the details approved pursuant to this condition.

Reason: In the interests of the amenities of neighbouring properties, pedestrian and highway safety and sustainable travel in line with policies T4, T7 and D11 of the London Plan (2021) and policies E(c) and IM4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 9

Land Condition (Preliminary Risk Assessment)

Prior to the commencement of each relevant phase of the development, as identified through condition 4 of this decision notice, the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

1. A preliminary risk assessment which has identified:
 - all previous uses;
 - potential contaminants associated with those uses;
 - a conceptual model of the site indicating sources, pathways and receptors;
 - potentially unacceptable risks arising from contamination at the site.

Should the preliminary risk assessment identify the need for further investigation:

2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. **The development (other than the approved remediation works) shall not be commenced** until the scheme has been fully implemented as approved.

Reason: Potential sources of contamination associated with historical uses of the site should be further investigated to ensure that there is not an unacceptable risk to health, controlled waters or groundwater movement in line with the aims of the NPPF; Policy E(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), and policy SD1 of the London Plan (2021).

Condition 10

Unexploded Ordnance

- a) **Prior to the commencement of the development**, a Preliminary Risk Assessment to identify the risks associated with unexploded ordnance (UXO) threat of the site shall be submitted to and approved, in writing, by the Local Planning Authority. Any Preliminary Risk Assessment of UXO hazards must be undertaken in compliance with current guidance for managing UXO risks (e.g.C681). The investigation shall include, but not be limited to:
 - Home Office WWII Bomb Census Maps;
 - WWII and post-WWII aerial photography;
 - Official Abandoned Bomb Register;
 - LCC Bomb Damage maps;
 - Information gathered from the National Archives at Kew;
 - Historic UXO information.
- b) Should the preliminary risk assessment identify the need for further investigation, , the following shall be submitted to and approved, in writing, by the Local Planning Authority **prior to the commencement of development**:
 - A Detailed Risk Assessment and Intrusive UXO Survey, based on (1) to characterise the site and; provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
 - Following the results and outcomes of the Preliminary and Detailed Risk Assessments, a Risk Mitigation Plan giving full details of the mitigation measures required and how they are to be undertaken. This requires the provision of both a Mitigation Implementation and Verification Plan.
 - Details attaining to Operational UXO Emergency Response Plan; and UXO Safety & Awareness Briefings – must also be provided.
 - The identified mitigation must be carried out in accordance with the approved details.

The development shall not be commenced (other than the approved remediation works) until the identified mitigation have been carried out in accordance with the approved details.

- c) Within 2 months completion of the above in (b) a final Verification Report is required to be submitted to the local planning authority for its written approval to demonstrate that the works set out in (b) have been completed, along with any requirements for longer-term monitoring of risks, maintenance and arrangements for contingency action. **The development shall not be occupied** until the Council's written approval has been obtained.

Reason: To ensure that appropriate arrangements are in place in the event of the discovery of UXO

and to ensure that environmental and health risks have been satisfactorily managed so that the site is deemed suitable for use; in accordance with the aims of the NPPF, policy E(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014); and policy SD1 of the London Plan (2021).

Condition 11

Non-Road Mobile Machinery

- a) **Prior to the commencement of each relevant phase of the development**, as identified through condition 4 of this decision notice, details of all plant and machinery to be used at the demolition and construction phases shall be submitted to, and approved in writing by, the Local Planning Authority. Evidence is required to meet Stage IIIA of EU Directive 97/68/ EC for both NO_x and PM. All Non-Road Mobile Machinery (NRMM) and plant to be used on the site of net power between 37kW and 560 kW must have been registered at <http://nrmm.london/>. Proof of registration must be submitted to the Local Planning Authority prior to the commencement of any works on site. On-site plant and machinery must comply with the London Non-Road Mobile Machinery (NRMM) Low Emission Zone standards for Opportunity Areas (London Plan Policy SI 1 (D)).
- b) The NRMM used during the demolition and construction phases, as detailed above, must be carried out in accordance with the approved details.
- c) An inventory of all Non-Road Mobile Machinery (NRMM) must be kept on site during the course of the demolition, site preparation and construction phases. All machinery should be regularly serviced and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment. This documentation should be made available to local authority officers as required until development completion.

Reason: To protect local air quality and comply with policy SI 1 (D) of the London Plan (2021) and the GLA NRMM LEZ.

Condition 12

Foundations and Piling

No piling or any other foundation designs using penetrative methods for each relevant phase of the development as identified through condition 4 of this decision notice, shall be 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 groundwater. The development shall be carried out in accordance with the approved details.

Any piling must be undertaken in accordance with the terms of the approved piling details.

Reason: To minimise disturbance of any existing contamination and the protection of groundwater in the underlying Aquifers; and to ensure underground water and sewerage utility infrastructure are not damaged; and to ensure compliance with policy E(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014); and policy SI 5 of the London Plan (2021).

Condition 13

Written scheme of investigation (WSI) - Archaeology

No development shall take place, until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

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

- a) The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works.
- b) The programme for post-investigation assessment and subsequent analysis, publication and dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: In order to safeguard any archaeological interest that may survive on-site in line with paragraphs 192, 194 and 202 of the NPPF (2021), policy HC1 of the London Plan (2021), policies DH(M) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 14

Public Engagement

No demolition or development shall take place, until details of the public engagement Method Statement pertaining to the sites archaeological program of work have been submitted and approved in writing by the local planning authority.

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

Reason: The planning authority wishes to secure public value in respect of the site's geo / archaeological interest in accordance with the NPPF and policy HC1 of the London Plan (2021).

Condition 15

Tree Protection Plan / Arboricultural Method Statement – Demolition and Construction

No development shall take place, until a scheme for the protection of the trees within the vicinity of the site, in accordance with BS 5837:2012, including a tree protection plan(s) (TPP) and an arboricultural method statement (AMS) shall be submitted to and approved in writing by the Local Planning Authority. Specific issues to be dealt with in the TPP and AMS:

- a) Confirmation of who shall be the lead arboriculturist for the development.
- b) Confirmation of the Site Manager, key personnel, their key responsibilities and contact details.
- c) Details of induction procedures for all personnel in relation to Arboricultural matters.
- d) Details of arboricultural phasing, including all events for arboricultural supervision concerning all tree protection measures named in the TPP, including:
 - Prestart meeting with the Royal Borough of Greenwich Council Tree Officer,
 - Initial implementation of the tree protection measures,
 - Final removal of the tree protection measures
 - Provision of a report to Local Planning Authority detailing the result of each site visit by the lead arboriculturist.
- e) Details of all construction (including excavation) within the RPA or that may impact on the retained trees including details of site access, on site welfare facilities, unloading and storage of equipment, materials, fuels, and waste as well concrete mixing.
- f) A specification for protective fencing to safeguard trees during both demolition and construction phases and a plan indicating the alignment of the protective fencing.
- g) Details of the installation of no-dig, 3-dimensional cellular confinement surfaces for the

- protection of existing trees as identified in the Tree Survey & Arboricultural Impact Assessment, prepared by Underhill Tree Consultancy dated 9 December 2022.
- h) A full specification for the installation of boundary treatment works.
 - i) Post development assessment of the retained and planted trees and any necessary remedial action.
 - j) No tree works shall be undertaken until the results of any updated bat surveys required, conducted by suitably qualified ecologists, are received. As well as a suitably qualified ecologist confirming there are no nesting birds (if works are to be undertaken during the bird nesting season; between March and September).

Any retained trees which die within a period of 5 years from the completion of the development (due to the impact of the development) will be replaced in the next planting season with replacement tree of a size and species to be agreed in advance with the Local Planning Authority Tree Officer (using planting stock readily available in reputable tree nurseries).

The program of Arboricultural monitoring and tree protection shall be taken in full compliance with the approved details.

Reason: In order to safeguard trees and other vegetation considered to be worthy of retention in the interests of visual amenity for the area in accordance with policies G4, G5 and G6 of the London Plan (2021) and policy OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 16

Tree Protection – No-Dig Surfaces

No development shall take place, until a suitable scheme for the installation of no-dig, 3-dimensional cellular confinement surfaces for the protection of existing trees, shrubs and hedgerows has been submitted to and its installation on site has been approved in writing by the Local Planning Authority.

The trees requiring protection are detailed in the report Tree Survey & Arboricultural Impact Assessment, prepared by Underhill Tree Consultancy dated 9 December 2022.

The program of tree protection measures shall be implemented in full compliance with the approved details for the duration of construction works.

Reason: In order to safeguard trees and other vegetation considered to be worthy of retention in the interests of visual amenity for the area in accordance with policies G4, G5 and G6 of the London Plan (2021) and policy OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 17

Cranes

No cranes or scaffolding shall be erected on the site, unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes during the Development have been submitted to and approved by the Local Planning Authority, in consultation with London City Airport.

The details shall be submitted in accordance with LCY's Instrument Flight Procedures (IFPs) by a CAA approved procedure designer and shall include the IFP report.

Cranes and scaffolding shall only be erected, operated and retained on the site in accordance with the approved details.

Reason: In order to safeguard the general amenities of the local area, in the interests of aviation safety and to ensure compliance with policy D11 of the London Plan (2021) and Policy IM(d) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 18

Circular Economy Statement

- a) **Prior to the commencement each relevant phase of the development**, as identified through condition 4 of this decision notice, a detailed Circular Economy Statement shall be submitted to and approved in writing by the Local Planning Authority, that demonstrates that the Statement has been prepared in accordance with the GLA Circular Economy Guidance and that the development is designed to meet the relevant targets set out in the GLA Circular Economy Guidance. The details shall include evidence that the destination landfills have the capacity to receive waste.
- b) **Prior to occupation of the relevant phase of the development**, a Circular Economy Statement Post Completion Report should be completed accurately and in its entirety in line with the GLA's Circular Economy Statement Guidance (or equivalent alternative Guidance as may be adopted). This should be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation.

Specific commitments detailed in the Circular Economy statement produced by Calford Seaden in January 2022 (v1), or any later approved version, and accompanying Logistic Plans, should be implemented including; diverting 95% of construction waste from landfill, putting 95% of excavation materials to beneficial on-site use, and aiming to divert the London Plan target of 65% of Operational Waste from landfill by 2030.

The development shall be carried out in accordance with the approved details and operated and managed in accordance with the approved details throughout the lifecycle of the development.

Reason: To ensure that the Local Planning Authority may be satisfied with the detail of the proposed development so that it reduces the demand for redevelopment, encourages re-use and reduces waste in accordance with policies D3, SI 7, SI 8 of the London Plan (2021). These details are required prior to demolition and construction work commencing in order to establish the extent of recycling and minimised waste from the time that demolition and construction starts.

Condition 19

Surface Water Drainage

Prior to the commencement of above ground works, in accordance with the submitted Flood Risk Assessment and Drainage Strategy (January 2022, Tully De'Ath Ltd, Reference: Scheme No: I2024), detailed design of a surface water drainage scheme incorporating the following measures shall be submitted to and agreed with the Local Planning Authority in consultation with the Lead Local Flood Authority. **The approved scheme will be implemented prior to the first occupation of the development.** The scheme shall address the following matters:

- Provide a revised drainage layout showing pipe sizes, invert levels, cover levels and lateral connections for the full network and demonstrating how surface water runoff is proposed to enter the network.

Reason: To mitigate against the consequences and probability of flooding and to ensure compliance with policy SI 13 of the London Plan (2021) and policies E2 and E3 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 20

Materials

Notwithstanding the details shown on the plans hereby approved, **prior to commencement of works above ground of each relevant phase of the development** as identified through condition 4 of this decision notice:

- a) Detailed schedule/specification (including an on-site sample panel) of all external appearing materials should be provided, including walls, roofs, windows and doors, sills and lintels, balconies, balustrades, visible pipes, grids and louvers, outdoor pavements, stairs, gates, boundary walls and fences (where required) to be used for the external surfaces of the buildings and hard surfaced areas shall have been submitted to and approved in writing by the Local Planning Authority; and
- b) Details of the following features and elements of the scheme must be submitted to and approved in writing by the Local Planning Authority:
 - i. Brick bonding and bricks, including banding and crown detail (annotated plans at a scale of not less than 1:20).
 - ii. External windows, spandrel panels, balconies, doors, screens, louvers, grilles and balustrading (annotated plans at a scale of not less than 1:10).
 - iii. Depth of window reveals and soffits (annotated plans at a scale of not less than 1:20).
 - iv. Rainwater goods (annotated plans at a scale of not less than 1:10).
 - v. The details should show all joints between different materials and components, including walls, roofs, doors, windows, sills, lintels and fasciae, balconies, soffits and balustrades, external ramps, steps, pavements, boundary walls, gates, and fences.
 - vi. Sections of the landscaped areas of the scheme, showing the interface between soft and hard surface would work, the rainwater drainage strategy and associated technical solutions, and the interface between different pavements, the street, and the designed buildings. No visible water plant, pipes or gutters are acceptable, which were not included in the submitted drawings for this planning application.
- c) The development shall be constructed and retained for the lifetime of the development in full accordance with the approved details.
- d) The principal material shall be full brick and brick slip systems will not be accepted as these are considered to be of a lower quality and durability.

Reason: To ensure that the local planning authority may be satisfied as to the external appearance of the building(s) and to comply with Policy D4 of the London Plan (2021), and Policies DH1 and DH(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 21

Car Parking Design and Management Plan

Prior to commencement of works above ground of each relevant phase of the development as identified through condition 4 of this decision notice, a Car Park Management Plan shall be submitted to, and approved in writing by the Local Planning Authority (in consultation with Transport for London), and must include the following details where relevant:

- a) The proposed allocation of and arrangements for the management of 8 accessible parking bays including details to demonstrate how a further seven percent of residential dwellings will be provided with a disabled person parking space should demand arise;
- b) The provision of Electric Vehicle Charging Points (EVCP) including 14 active spaces and 57 passive space to enable these to provide electric vehicle charging in the future;

- c) Details of the layout of all parking spaces, including the eight spaces for the residents of Lord Roberts Terrace;
- d) The enforcement of unauthorised parking and obstructive parking;
- e) The safety and security measures to be incorporated within the development to ensure the safety of car/cycle parking areas;
- f) Details of the layout and controls of means of entry to the Brookhill Estate and secure cycle storage areas;
- g) Mechanisms for review of the level of parking with a strategy to reduce the overall amount.

The Car Park Management Plan as approved shall be implemented prior to occupation of the relevant phase of the Development and shall thereafter be retained and maintained in accordance with the approved details for the lifetime of the development.

Reason: To ensure safe and secure off-street parking is maintained and managed to the satisfaction of the Council and to ensure compliance with policy T6 of the London Plan (2021) and policies IM4 and IM(c) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 22

Design of Residential Entrances

Prior to commencement of works above ground of each relevant phase (or sub-phase) of the development as identified through condition 4 of this decision notice, full details relating to the design of the exterior residential entrances in that phase including entrance doors, gates, lighting, entry control systems, the display of postal numbers, and the letter box facility, and parcel lockers (as required in Condition 53 Delivery and Servicing Plan), including its position shall be submitted to and approved in writing by the Local Planning Authority. The development shall be fully implemented in accordance with the approved details **prior to the occupation of the relevant phase** (or sub-phase) of the development and shall be retained thereafter for the lifetime of the development.

Reason: In order that the Local Planning Authority may be satisfied with the external appearance of the entrances to be 'tenure blind' and contribute to social inclusion, and to ensure compliance with policy D6 of the London Plan (2021) and policies H5 and DH1 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 23

Secured by Design

- a) **Prior to commencement of works above ground of each relevant phase of the development**, as identified through condition 4 of this decision notice, details of Secured by Design measures shall be submitted to and approved in writing by the Local Planning Authority. The development shall seek to achieve Secured by Design 'Gold' standard, with Secured by Design 'Silver' as a minimum.
- b) Following (a) above, **prior to occupation of the relevant phase of the development**, Secured by Design inspection and verification should be submitted to the Local Planning Authority for written approval confirming the relevant measures have been implemented.

Reason: To ensure that Secured by Design principles are implemented into the development in accordance with policy D11 of the London Plan (2021) and policy DH1 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 24

Roof apparatus

Prior to the installation of roof apparatus of each relevant phase of the development, as identified through condition 4 of this decision notice, detailed drawings of all roof plant and any associated enclosures shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the details so approved.

No satellite antenna, apparatus or plant of any sort (including structures or plant in connection with the use of telecommunication systems or any electronic communications apparatus) shall be erected on the site or roof of any buildings unless and until details of their size and location have been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the Local Planning Authority may be satisfied as to the external appearance of the buildings and to comply with policy D4 of the London Plan (2021), policies DH1 and DH(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 25

Signs/Road Markings and Details of Traffic Calming (Non-adopted roads)

Prior to commencement of works above ground of each relevant phase of the development, as identified through condition 4 of this decision notice, full details of traffic calming measures, road markings, signage, street lighting, highways drainage, location of highways trees (including size and species), details of contraflow cycle lanes (and signage exempting cyclists from the one-way system along with an appropriately designed carriageway) and visibility splays within or related to each Phase of the development hereby permitted (excluding the areas of existing / proposed adopted highway) shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall be implemented **prior to first occupation of the relevant phase** in accordance with the approved details and retained for the lifetime of the development.

Reason: In order to maintain safety for all road users and to ensure compliance with policy T4 of the London Plan (2021).

Condition 26

Cycle Parking

Prior to commencement of works above ground of each relevant phase of the development, as identified through condition 4 of this decision notice, full details of the 503 cycle parking stands for the residential uses (459 long stay and 44 short stay) that are applicable to that Phase, and any associated facilities shall be provided to, and approved in writing by, the Local Planning Authority. These details shall include, but not be limited to: details demonstrating all access routes to the cycle stores, mechanisms to control the door including automatic opening, precise type and configuration of the cycle parking spaces (including all dimensions) to be provided within the development. The scheme shall fully accord with the London Cycling Design Standards.

The cycle parking shall be implemented in accordance with the details so **approved prior to the first occupation of the relevant phase of the development** and retained and maintained thereafter.

Reason: To promote sustainable travel and to ensure compliance with the London Cycling Design Standards (LCDS) 2016 (or other such document that amends alters or supersedes the LCDS), policy T5 of the London Plan (2021) and policies IM4, IM(b) and IM(c) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 27

Accessibility - external

Prior to commencement of works above ground of each relevant phase of the

development, as identified through condition 4 of this decision notice, full details of access arrangements for the relevant part of the development for people with mobility difficulties in accordance with relevant standards shall be submitted to and approved in writing by the Local Planning Authority and Transport for London.

For the avoidance of doubt this shall include large scale plans (1:200 / 1:100) illustrating the different gradients on all routes to and through the site, including details of ramps, steps, gates, canopies above main entrances (shelter), street furniture (potential obstructions), bollards (showing in all cases they are wide enough to accommodate range of users) and details of access to disabled parking. This should also include details of the feasibility of a wheelchair chair lift (adjacent to Block C) to enable step-free access east-west between Lord Robert's Terrace and the Gunner Estate.

The development shall be carried out in accordance with the approved details and maintained for the lifetime of the development.

Reason: To facilitate the movement of those with mobility difficulties and to comply with policies D5 and D8 of the London Plan (2021) and policy IM4 and IM(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 28

Accessible and Adaptable Dwellings – All Access M4(2)

Prior to commencement of works above ground of each relevant phase of the development, as identified through condition 4 of this decision notice, 1:50 drawings of each unit type and 1:100 General Arrangement Plans to indicate access and approach, illustrating that all dwellings that are not provided as M4(3) units, in accordance with conditions 32 and 33, comply with Building Regulation requirement M4(2) 'accessible and adaptable dwellings', have been submitted to and approved in writing by the Local Planning Authority in consultation with the Council's Housing Occupational Therapist.

The development shall be completed in accordance with the approved details and maintained for the lifetime of the development.

Reason: To accord with policies D5 and D8 of the London Plan (2021) as amended and policy H5 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 29

Wheelchair Adaptable Dwellings – M4(3)(2)(a)

- a) **Prior to commencement of works above ground of each relevant phase of the development**, as identified through condition 4 of this decision notice, 1:50 drawings of each unit type and 1:100 General Arrangement Plans to indicate access and approach, with full details of the wheelchair adaptable dwellings that comply with Building Regulation requirement M4(3)(2)(a) 'wheelchair user dwellings' shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Council's Housing Occupational Therapist. The M4(3)(2)(a) are as detailed in Brookhill Accommodation Schedule Rev 11, and comprises 19 units.
- b) **Prior to occupation of the relevant phase of the development**, the applicant must fit out the relevant dwellings in accordance with the details approved under (a).

Reason: To accord with policy D7 of the London Plan 2021 as amended and policy H5 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 30

Wheelchair Accessible Dwellings – M4(3)(2)(b)

- a) **Prior to commencement of works above ground of each relevant phase of the development**, as identified through condition 4 of this decision notice, 1:20 elevations and plans of bathrooms and kitchens, 1:50 drawings of each unit type and 1:100 GAs to indicate access and approach that provide full details of the wheelchair accessible dwellings that comply with Building Regulations 2016 (as amended) requirement M4(3)(2)(b) 'wheelchair user dwellings' shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Council's Housing Occupational Therapist. The M4(3)(2)(a) are as detailed in Brookhill Accommodation Schedule Rev 11, and comprises 7 units.
- b) **Prior to occupation of the relevant phase of the development**, the applicant must fit out the relevant dwellings in accordance with the details approved under (a).

Reason: To accord with policy D7 of the London Plan (2021) and Policy H5 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 31

External Lighting

- a) **Prior to commencement of works above ground of each relevant phase of the development**, as identified through condition 4 of this decision notice, details of an external lighting scheme must be submitted for the approval of the Local Planning Authority in accordance with the Institute of Lighting Professional's Guidance notes for the reduction of obstructive light. The scheme must be designed by a suitably qualified person in accordance with the recommendations for environmental zone E3 in the ILP document "Guidance Notes for the Reduction of Obtrusive Light GN01:2011.
- b) **Prior to occupation and opening of any publicly accessible space of the relevant phase of the development**, as identified through condition 4 of this decision notice, the applicant shall appoint a suitably qualified member of the institute of lighting professionals (ILP) to validate that the lighting scheme as installed conforms to the recommendations for environmental zone E3 in the ILP document "Guidance Notes for the Reduction of Obtrusive Light GN01:2011.

The lighting strategy shall be implemented in accordance with the approved details **prior to the first occupation of the relevant phase** and maintained for the lifetime of the development.

Reason: In order to achieve an appropriately lit and high-quality public realm that balances the requirements for safety and security with reducing light pollution in accordance with policies D8 and G6 of the London Plan (2021).

Condition 32

Play Space

- a) **Prior to commencement of works above ground of each relevant phase of the development**, as identified through condition 4 of this decision notice, full details of the children's play areas for that phase, including details of play equipment and safety measures shall be submitted to and approved in writing by the Local Planning Authority in line with the Design and Access Statement (Proposed planning application amendments, November 2022) and the Illustrative Landscape Masterplan (DWG: 3166-LB- ZZ-00-DP-L- 900000 Rev P3)

The total play space shall provide a minimum 1885 sqm in the following provision:

- 0 - 4 years (872sqm)
- 5 - 11 years (700 sqm)
- 12 - 18 years (313sqm)

The details of the children's play area and play equipment to be installed to achieve substantial compliance with the Mayor's Supplementary Planning Guidance 'Shaping Neighbourhoods: Children and Young People's Play and Informal Recreation' (September 2012) (or such other relevant updated standard) shall be submitted to, and approved in writing by, the Local Planning Authority **prior to the commencement of the relevant part of the development**.

- b) The play areas and play equipment shall be fully implemented in accordance with the approved details **prior to first occupation of the relevant part of the development** and shall be retained in perpetuity thereafter.

Reason: In order to ensure that sufficient on-site play facilities are provided for the future occupiers of the development and to ensure compliance with Shaping Neighbourhoods: Play and Informal Recreation SPG (2012), Policy S4 of the London Plan (2021) and Policy H(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 33

Landscape and Ecological Management Plan

Prior to commencement of works above ground of each relevant phase of the development, as identified through condition 4 of this decision notice, a Landscape and Ecological Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority **(notwithstanding the requirements under condition 47 Biodiversity and Ecology)**. The development must seek to improve the net loss of biodiversity and, wherever possible, make a positive contribution to the protection, enhancement, creation and management of biodiversity. The Landscape and Ecological Management Plan shall include:

- a) Details from a suitably qualified ecologist specifying how the landscape features for each relevant phase have been developed for biodiversity and ecological enhancement, are linked and will become part of the wider green infrastructure as well as provide ecological corridors for the local fauna as appropriate. The mitigation and enhancement should include the following:
 - i. Native and/or nectar producing and/or deciduous plant and tree species preferably of local provenance;
 - ii. Diversity grassland areas such as lawns with low growing native herbs, unmown grass verges, wildflower mixes on amenity and recreational open spaces and/or meadow areas;
 - iii. Dense areas of shrubbery;
 - iv. Habitat areas identified in the Greenwich Biodiversity Action Plan;
 - v. Bird and bat sensitive lighting;
 - vi. Street trees;
 - vii. Artificial nesting and roosting sites/boxes including number, location (eastings and northings) and specification for bird, bat and invertebrate species;
 - viii. Details of connectivity for species such as hedgehogs with provision of 13cm x 13cm gaps in fencing and walls

Where habitats are created as mitigation for development, management plans for the habitat shall also be provided detailing how the areas are to be managed in the longer term. Once approved the mitigation and management plans shall be undertaken in accordance with the approved details.

- b) Details of all landscape features including plans and cross sections for each relevant phase of development.
- c) Evidence that the ecological measures approved under parts (A) to (B) have been installed in accordance with the details above must be submitted to and approved by the

local planning authority **prior to first occupation of the development.**

Reason: To ensure the protection of wildlife and supporting habitat and enhance the nature conservation value of the site and character of the area and to secure opportunities for the enhancement of the ecological value of the site in line with policies G5, G6 and G7 of the London Plan (2021) and policy OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), the Mayor's Sustainable Design and Construction SPG (2014) and Greener Greenwich SPD (2014).

Condition 34

Hard and Soft Landscaping

- a) **Prior to commencement of works above ground of each relevant phase of the development**, as identified through condition 4 of this decision notice, a detailed strategy, based on the principles secured within the Landscape Strategy, Healthy Streets Transport Assessment (Active Travel Zone Assessment) and the Design and Access Statement, for all the hard and soft landscaping of any part of the site not occupied by buildings including details of:
- Open space
 - Areas of paving
 - Car parking areas
 - Amenity areas
 - Pedestrian linkages including safeguarding of space to allow for a potential link through to the Trinity Walk development;
 - Playspace provision
 - Lighting
 - Bollards (showing in all cases they are wide enough to accommodate range of users)
 - Street furniture (including waste bins)
 - Cycle linkages
 - Wayfinding
 - Permeability of all hard surfaces
 - Materials
 - Defensible spaces (including a plan and section of those units which are adjoining with a window/balcony facing an external amenity space)
 - All proposed Active Travel Zone improvements to Route 8

must be submitted and approved in writing by the local planning authority.

- b) All hard landscaping works which form part of the approved scheme under part (a) shall be completed prior to occupation of the relevant phase of the development.
- c) All planting, seeding or turfing comprised in the landscaping scheme under part (a) shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner. Any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species.

Reason: In order that the Local Planning Authority may be satisfied as to the details and quality of the landscaping scheme, to ensure the development provides a high quality environment for future occupiers and to comply with policies D8, G4, G5, G6, G7, G8, S4 and SI 13 of the London Plan (2021) and DH1, OS(f) and OS(g) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), the Mayor's Sustainable Design and Construction SPG (2014) and Greener Greenwich SPD (2014).

Condition 35**Refuse and Recycling**

Prior to commencement of works above ground of each relevant phase of the development, as identified through condition 4 of this decision notice, a detailed strategy, full details of the refuse storage, recycling facilities and refuse collection arrangements shall be submitted to, and approved in writing by, the Local Planning Authority in accordance with the Design and Access Statement (Proposed planning application amendments, November 2022) and Transport Assessment Addendum. Such details shall include but are not limited to:

- Separate storage areas for bulk storage and bin storage;
- Location of any communal collection points for each of the units;
- Details of management / arrangements for movement of refuse to any collection points between the holding area and the accessible area.

The refuse and recycling facilities shall be fully implemented in accordance with the approved details **prior to first occupation of the relevant part of the development** and shall be retained (and managed) in perpetuity thereafter.

Reason: In order that the Council may be satisfied with the details of the proposal and to ensure compliance with policy SI7 of the London Plan (2021) and policies H5 and DH1 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 36**Biodiverse / Biosolar Roof**

- a) **Within three months of commencement of each relevant phase of the development**, as identified through condition 4 of this decision notice, a detailed investigation into the incorporation of biodiverse/ bio-solar roof that is are compliant with GRO Green Roof Code 2014 shall be carried out and submitted to Local Planning Authority for written approval.
- b) Subject to part (A), details of the biodiverse roof of each relevant phase of the development shall be submitted to and approved in writing by the local planning authority **within six months of commencement of the development**, and should include:
 - i) type of biodiverse roof and how it has been developed for biodiversity and biodiversity and ecological enhancement;
 - ii) details of landscape features;
 - iii) roof cross-sections and roof plan showing biosolar features;
 - iv) substrate and vegetation.

The biodiverse roof should be comprised of, but not necessarily limited to:

- biodiversity-based with extensive/semi-intensive soils
- substrate which is commercial -based aggregate or equivalent with a varied substrate depth of 80-150mm planted with 50% locally native herbs/wildflowers in addition to sedum and include additional features such as areas of bare shingle, areas of sand for burrowing invertebrates, individual logs or log piles, shallow pools and an area suitable for black redstarts and nesting starling.

- c) Evidence that the biodiverse roofs have been installed in accordance with (A) and (B) shall be submitted to and approved in writing by the local planning authority **prior to the first occupation of the development hereby approved.**
- d) The biodiverse roofs shall be retained and maintained for the lifetime of the development in accordance the approved details.

Reason: To provide insulation and to contribute towards enhancing biodiversity, reducing flood risk

and improving the aesthetic value of the development as well as resident's well-being and comply with policies G1, G5, S113 and G6 of the London Plan (2021) and policies OS4, DH1 and E(f) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 37

Brown Roof

- a) **Within three months of commencement of each relevant phase of the development**, as identified through condition 4 of this decision notice, a detailed investigation into the incorporation of brown roofs shall be submitted to and approved in writing by the Local Planning Authority. The brown roof submission should comprise at least the following information:
- i) type of biodiverse roof and how it has been developed for biodiversity and biodiversity and ecological enhancement;
 - ii) comprise a base mixture of crushed brick or concrete aggregate from the original site graded from 25mm to dust;
 - iii) contain a collection of larger aggregate items 40-75mm;
 - iv) contain larger boulders;
 - v) be contoured from heights of at least 5cm to 15cm;
 - vi) have a gravel base and drainage points;
 - vii) have a protective rubber membrane;
 - viii) be allowed to colonise naturally (or allow interspersed seed mix if appropriate);
 - ix) areas of bare shingle, areas of sand for burrowing invertebrates and individual logs or log piles;
 - x) mould dune sand and compacted crushed brick and concrete in gentle slope formation; and
 - xi) a report from a suitable qualified ecologist specifying how the brown roof has been developed for biodiversity with details of landscape features and a roof cross section.
- b) Evidence that the brown roofs have been installed shall be submitted to and approved in writing by the local planning authority **prior to the first occupation of the development hereby approved.**
- c) The biodiverse roofs shall be retained and maintained for the lifetime of the development in accordance the approved details.

Reason: To provide insulation and to contribute towards enhancing biodiversity and improving the aesthetic value of the development as well as resident's well-being and comply with policies G1, G5, S113 and G6 of the London Plan (2021) and policies OS4, DH1 and E(f) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 38

Water Efficiency

- a) **Prior to commencement of works above ground for each relevant phase of the development**, as identified through condition 4 of this decision notice, Water Efficiency calculations, prepared by suitably qualified assessor, shall be submitted to and approved in writing by the local planning authority to demonstrate that the detailed design of the development is designed to meet water efficiency standards with a maximum water use target of 105 litres of water per person per day for the residential.
- b) **Prior to occupation of the first residential unit within each relevant phase of the development**, evidence that the approved dwellings have incorporated water saving and monitoring measures that is in line with Part A shall be submitted to the Local Planning Authority for written approval.

Reason: To ensure the sustainable use of water, in accordance with the approved sustainability statement and policy S15 of London Plan (2021) and policy DH1 of the of Royal Borough of

Greenwich Local Plan: Core Strategy with Detailed Policies (2014) and Royal Borough of Greenwich Greener Greenwich SPD (2014).

Condition 39

Rainwater Recycling

- a) **Prior to commencement of works above ground for each relevant phase**, as identified through condition 4 of this decision notice, a report on the feasibility of rainwater recycling system for irrigation requirements of that phase shall be submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the details as approved, shall be maintained as such thereafter and shall not be amended without the prior written consent of the Local Planning Authority.
- b) Within six months from completion of the installation of the rainwater recycling system of each relevant phase where required as a result of the feasibility study under Part A, evidence of commissioning and evidence that the rainwater recycling system has been installed in accordance with the details approved under Part A must be submitted to the Local Planning Authority for written approval.

Reason: To reduce the amount of potable water consumed from the water mains supply and contribute towards the sustainable use of water to comply with policies D8, S113 of the London Plan (2021) and Policy DH1 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 40

Energy Strategy

- a) The development shall implement and maintain, and in the case of energy generation equipment confirm as operational, the approved measures to achieve an overall sitewide reduction in regulated CO₂ emissions against SAP10 (or any later version) of at least 65.52% (equating to 179.6 tonnes of CO₂ per year) beyond Building Regulations Part L 2021 (or any later version). These CO₂ savings shall be achieved through the Lean, Clean, Green Energy Hierarchy as detailed in the approved Energy Statement addendums prepared by Calford Seaden in February 2023 (in the form of an addendum letter, SAP calculations, and GLA carbon reporting spreadsheet) and amending the December 2022 (v2) energy strategy including:
 - i) Lean, passive design measures to achieve an annual reduction of at least 16.89% equating to at least 46.3 tonnes in regulated carbon dioxide (CO₂) emissions over BR Part L 2021.
 - ii) Green, renewable energy equipment including the incorporation of photovoltaic panels with a combined total capacity of at least 217.6 kWp, and Air Source Heat Pumps to achieve an annual reduction of at least 48.63%, equating to 133.3 tonnes, in regulated carbon dioxide (CO₂) emissions over Part L 2021.
 - iii) Seen, heat and electric meters installed to monitor the performance of the PV and the carbon efficiency (SCOP) of the heat pumps (including the heat generation and the electrical parasitic loads of the heat pumps), in line with the Council's monitoring requirements.
- b) **Prior to commencement the development**, details of how the energy centre has been designed with sufficient space to accommodate infrastructure to facilitate connection to a future Heat Network for either direct supply into the site-wide network or for Water Source Heat Pumps shall be submitted to and approved by the Local Planning Authority.
- c) **Prior to commencement of works above ground for each relevant phase**, as identified through condition 4 of this decision notice, details of the proposed electric top-up boilers and renewable energy equipment, and associated monitoring devices required to identify their performance, shall be submitted to the Council for approval.

The details shall include the heat network schematics, the exact number of electric top-up boilers and ASHP/collector units, the heat pump thermal kilowatt output, heat output pipe diameter(s), parasitic load supply schematics, monthly energy demand profile, and the exact number of PV arrays, the kWp capacity of each array, the orientation, pitch and mounting of the panels, and the make and model of the panels. The name and contact details of the Low and Zero Carbon (LZC) installation contractor(s), and if different, the commissioning electrical or plumbing contractor, shall be submitted to and approved by the Local Planning Authority **prior to installation**.

- d) **Prior to occupation of the development**, evidence of the installation of the LZC equipment as detailed in parts (a) – (c) above, copies of the Microgeneration Certification Scheme (MCS) certificates and all relevant commissioning documentation shall be submitted to and approved by the Local Planning Authority.
- e) **Within three months of practical completion and prior to occupation**, a summary report prepared by a professionally accredited person comparing the “as built stage” TER to BER/DER figures against those in the final energy strategy along with the relevant Energy Performance Certificate(s) (EPC) and/or the Display Energy Certificate(s) (DEC's) shall be submitted to and approved by the Local Planning Authority.

Reason: In the interest of addressing climate change and to secure environmentally sustainable development in accordance with policies SI2 and SI3 of the London Plan (2021), and the relevant guidance notes in the GLA Energy Assessment Guidance 2020, Policy E1 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), Royal Borough of Greenwich, Greener Greenwich SPD (2014).

Condition 41

Overheating and Cooling

Prior to commencement of works above ground of the development, an Overheating and Cooling analysis report shall be submitted to the Council for approval. The dynamic analysis shall be compliant with the relevant CIBSE guidance Part O (domestic TM59/Guide A), and modelled against the TM49 DSY1 (average summer) weather data file, as well as the more intense DSY2 (2003) and DSY3 (1976) data files for TM59 criteria (a) and (b). The Overheating/Cooling report shall propose active and passive measures to be incorporated into the development to minimise the risk of overheating and meet DSY1 modelling.

The development shall be carried out in accordance with the details as approved, **prior to the first occupation of the relevant phase** and retained for the lifetime of the development.

Reason: To ensure that the risk of overheating has been sufficiently addressed in accordance with policy SI4 of the London Plan; Policy E1 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), Royal Borough of Greenwich, Greener Greenwich SPD (2014).

Condition 42

Acoustic glazing specification/mechanical ventilation

Prior to commencement of works above ground of each relevant phase of the development, as identified through condition 4 of this decision notice, full details of a scheme of acoustic window insulation and mechanical ventilation for that phase, as Summer Overheating Assessment (dated December 2022) and Noise Assessment (dated January 2022), to achieve standards set out in BS 8233:2014 (namely a desirable limit of 40dB_LaeqT for living rooms and 35dB_LaeqT for bedrooms) shall be submitted to and approved in writing by the Local Planning Authority.

The scheme of mechanical ventilation shall include measures to ensure the thermal comfort of

occupiers in accordance with CIBSE TM52. Other necessary mitigation measures shall include an air pollution information pack for each residential unit detailing the operation and necessity of the installed mechanical ventilation. All works forming part of the approved scheme shall be completed in accordance with the details so approved **before the relevant part of the development is occupied** and maintained for the lifetime of the development.

Reason: In order to safeguard the amenities of residential properties and ensure compliance with Policies D3 and D14 of the London Plan (2021) and policy E(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 43

Bird Boxes /Bat Boxes /Invertebrate Habitat Features

- a) In accordance with the submitted Bat Emergence Survey Report (dated August 2021) and Preliminary Ecological Appraisal (dated May 2021), details of the number, location (including eastings and northings) and design of the Bird Boxes, Bat Boxes and Invertebrate Habitat Features for nesting and shelter opportunities to be provided as part of the development hereby approved shall be submitted to and approved in writing by the local planning authority **within three months of commencement of each relevant phase of the development** as identified through condition 4 of this decision notice.
- b) The Bird Boxes, Bat Boxes and Invertebrate Habitat Features shall be installed **prior to the first occupation of the relevant phase of development** and retained for the lifetime of the development in accordance the approved details above.

Reason: To ensure the protection of wildlife and supporting habitat and enhance the nature conservation value of the site and character of the area and to secure opportunities for the enhancement of the ecological value of the site in line with policies G5, G6 and G7 of the London Plan (2021), policy OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), the Sustainable Design and Construction SPG (2014) and Greener Greenwich SPD (2014).

Condition 44

Urban Greening Factor

- a) Notwithstanding the submitted Urban Greening Factor Assessment (dated 2 February 2023), **prior to commencement of works above ground of each relevant phase of the development**, a report on the feasibility of urban greening measures that will seek to improve the UGF score to 0.52 shall be submitted to and approved by the Local Planning Authority
- b) Subject to Part (a), **within six months of completion of each relevant phase**, evidence shall be submitted to and approved by the Local Planning Authority that the Urban Greening Measures have been installed and completed.

The development shall be carried out in accordance with the details as approved, **prior to the first occupation of the relevant phase** and retained for the lifetime of the development, for the benefit of the occupiers of the residential units hereby permitted.

Reason: To ensure the urban greening measures have been maximised and to secure opportunities for the enhancement of the ecological value of the site in line with policies G5, G6 and G7 of the London Plan (2021), policy OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014) and Greener Greenwich SPD (2014).

Condition 45

Parapet Design (Block F)

Prior to commencement of works above ground of Block F, as identified through condition 4 of this decision notice, detailed drawings (including sections and elevations) of the proposed parapet design of Block F incorporating a reduction in height of 0.5 metres shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the details so approved.

Reason: To safeguard the amenities of future residents, neighbouring properties and to ensure a satisfactory external appearance of the building to comply with policy D4 of the London Plan (2021), policies DH1 and DH(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 46

Post-construction renewable/low-carbon energy equipment monitoring

- a) **Within six months of completion of the relevant phase of the development**, as identified through condition 5 of this decision notice, in order to confirm that the proposed heat pump systems and the PV are operating correctly, and delivering the agreed carbon reduction, the Applicant shall enter into a Legal Agreement "Renewable/low-carbon Energy Monitoring Contract" with the Council that requires the installation of Automatic Meter Reading devices (GPRS smart meters/dataloggers) that transmit the relevant kWh data daily to the Council's chosen system for a period of 5 years following installation and full operation of the renewable energy technology. The monitoring shall identify the performance/efficiency (SCOP) of the renewable energy technologies.
- b) **Prior to the first occupation of the relevant phase of the development**, the developer must submit to the Council proof of a contractual arrangement with a certified contractor that provides for the ongoing, commissioning, maintenance, and repair of the renewable/low-carbon energy equipment for a period of five years from the point that the building is occupied and the equipment fully operational. Any repair or maintenance of the energy equipment must be carried out within one month of a performance problem being identified.

Reason: To monitor the effectiveness and continued operation of the renewable/low carbon energy equipment in order to confirm compliance with energy policies and establish an in-situ evidence base on the performance of such equipment in accordance with policy SI2 of the London Plan (2021), policy EI of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014) and the Mayor's Sustainable Design & Construction SPG.

Condition 47

Biodiversity and Ecology

- a) The development shall implement the measures detailed in the Biodiversity Net Gain Assessment (February 2023)
- b) **Prior to occupation of the relevant phase of the development**, as identified through condition 4 of this decision notice, an Ecological Management Plan shall be submitted to and approved in writing by the Local Planning Authority which details how the enhancements and protection/mitigation measures will be implemented.

The development shall be carried out in accordance with the details as approved, **prior to the first occupation of the relevant phase** and retained for the lifetime of the development.

Reason: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with London Plan (2021) policy G6 and OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 48**Whole Lifecycle Carbon Assessment**

- a) **Once the as-built design has been completed (upon commencement of RIBA Stage 6) and prior to the first occupation within each relevant phase of within the development**, as identified through condition 4 of this decision notice, details of the post-construction Whole Life-Cycle Carbon Assessment (WLCCA) shall be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk and Local Planning Authority for written approval.
- b) The details should use the post construction tab of the GLA's WLC assessment template and completed accurately and in its entirety, in line with the criteria set out in the GLA's WLC Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage (RIBA Stage 2/3), including the WLC carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. The assessment should be submitted along with any supporting evidence as per the guidance and should be received three months post as-built design completion.
- c) The Development shall implement the measures identified in the (Stage 2) WLC Assessment prepared by Calford Seaden in January 2022 (v1). Modules A1-A5 should achieve 338 KgCO₂e/m², and B1-C4 (excluding B6/B7) 137 KgCO₂e/m², with a total carbon emissions baseline scenario (over 60 years) of 394 KgCO₂e/m² (including sequestration and module D benefits). Any later stage WLC strategy should meet at least the GLA benchmark targets, and aim to achieve the Aspirational targets.

Reason: In the interests of sustainable development and ensure the carbon emissions resulting from the materials, construction and MEP and the use of a building over its entire life have been appropriately reduced in line with policy SI2 of the London Plan (2021).

Condition 49**Circular Economy Statement - Verification**

Prior to the occupation of the relevant phase of the development, as identified through condition 4 of this decision notice, a Circular Economy Statement Post Completion Report should be completed accurately and in its entirety in line with the GLA's Circular Economy Statement Guidance (or equivalent alternative Guidance as may be adopted). This should be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials.

The details shall include evidence of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, **prior to occupation**.

Specific commitments detailed in the Circular Economy statement produced by Calford Seaden in January 2022 (v1), or any later approved version, and accompanying Logistic Plans, should be implemented including; diverting 95% of construction waste from landfill, putting 95% of excavation materials to beneficial on-site use, and aiming to divert the London Plan target of 65% of Operational Waste from landfill by 2030.

Reason: To ensure that circular economy principles have been applied and Circular Economy targets and commitments have been achieved to demonstrate compliance with policy SI 7 of the London Plan (2021).

Condition 50

Site Management Plan

Prior to occupation of each relevant phase of the development, as identified through condition 4 of this decision notice, a site management plan for that phase shall be submitted to and approved in writing by the Local Planning Authority (Community Safety). The plan shall include details for deterring antisocial behaviour and should include, but not be limited to:

- Security measures including location of security/concierge office;
- Provision of a CCTV System to serve the development and which may also be connected into the Council's CCTV system and to include as a minimum;
 - the indicative number of CCTV cameras to be installed;
 - the indicative location of any cameras and
 - proposals for management and maintenance of the CCTV system including the repair and renewal of cameras and associated equipment (including not only details of physical management and maintenance of such CCTV system but also a summary as to how such management and maintenance is likely to be undertaken and funded);
- Points of access and how access will be controlled, in particular access to and from the Gunner Estate;
- Measures and procedures to prevent antisocial behaviour and crime, including involvement in community safety initiatives.

The plan and measures identified within it shall be fully implemented in accordance with the approved details **prior to the occupation of the relevant phase** and shall be retained for the lifetime of the development. Where appropriate this site management plan for the Phase may with the written approval of the Local Planning Authority comprise an update to a previously approved site management plan.

Reason: In order to safeguard the general amenities of the local area, to ensure compliance with policy D11 of the London Plan (2021) and policies CHI and OS(g) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 51

Land Contamination (Verification)

Within 2 months of the completion of the works set out in the approved remediation strategy for the relevant phase of the development, as identified through condition 4 of this decision notice, details of a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to the Local Planning Authority for its written approval. **The relevant phase of the development shall not be occupied** until the Local Planning Authority's written approval has been obtained.

The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan.

The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: The applicant should demonstrate that any work has been carried out effectively and the environmental and that the risks to health and groundwater in the underlying aquifers have been satisfactorily managed so that the site is deemed suitable for use; in accordance with the aims of the NPPF, policy E(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014); and policy SD1 of the London Plan (2021).

Condition 52

Residential Travel Plan

- a) **Prior to the occupation of the residential parts of each relevant phase**, as identified through condition 4 of this decision notice, a detailed site-specific Residential Travel Plan, in accordance with Transport for London's document 'Travel Planning for New Development in London' shall be submitted to and approved in writing by the Local Planning Authority. The development shall operate in full accordance with all measures identified within the Residential Travel Plan from first occupation.
- b) The Residential Travel Plan shall specify initiatives to be implemented by the development to promote and maximise the use of sustainable travel to and from the site by a variety of non-car means (including public transport (including riverbus), walking and cycling), shall set targets and shall specify a monitoring and review mechanism to ensure compliance with the Residential Travel Plan objectives.
- c) Within the timeframe specified in the approved Residential Travel Plan, evidence shall be submitted to the Local Planning Authority to demonstrate compliance with the monitoring and review mechanisms agreed under parts (a) and (b). The Residential Travel Plan shall in all respects be implemented in accordance with the details approved pursuant to this condition.

Reason: In order that the Local Planning Authority may be satisfied as to the practicality, viability and sustainability of the Travel Plan for the site and to promote sustainable travel in accordance with Policies T6 and SI 1 of the London Plan (2021) and Policy IM4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 53

Delivery and Servicing Plan

A Delivery, Servicing and Waste Management Plan in accordance with the Transport Assessment, prepared by i-Transport and dated January 2022, shall be submitted **prior to occupation of the relevant phase**, as identified through condition 4 of this decision notice, of the development and approved in writing by the Local Planning Authority (in consultation with Transport for London). The plan shall cover the following:

- a) Deliveries and collections including how deliveries will be scheduled to avoid several lorries arriving at the site simultaneously;
- b) Servicing trips (including maintenance); and measures to reduce the number of freight trips to the site (freight consolidation);
- c) Timings of deliveries (including before 8 am or after 4 pm and at weekends);
- d) Details of the waste collection strategy and specific role of the onsite Facilities Management Team;
- e) Safety measures required to ensure the effective collection of waste to not conflict with the use of the development site or any surrounding uses, including by pedestrians and cyclists;
- f) Details of parcel lockers
- g) Monitoring and review of operations.

No loading or unloading of vehicles arriving at, or departing from, the site shall be carried out except within the designated (on street or off street) loading areas as approved. The approved DSP shall be implemented in full accordance with the approved details from the first occupation of the relevant phase of the development and shall be adhered to for the lifetime of the development.

Reason: In order to safeguard residential amenity and pedestrian and traffic safety and ensure compliance with Policies T7 of the London Plan (2021) and IM3 and EI of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 54

Wheelchair Adaptable Dwelling Marketing M4(3)(2)(a)

- a) **Prior to the first occupation of each relevant phase of the development**, as identified through condition 4 of this decision notice, full details of the wheelchair adaptable unit marketing strategy for that phase shall be submitted to, and approved in writing by, the Local Planning Authority. The wheelchair adaptable dwellings shall be marketed as such for a period of eight months.
- b) On completion of the marketing period above, evidence of response to the marketing strategy shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Council's Occupational Therapist. Any allocated wheelchair adaptable units must comply with the provisions of M4(3)(2)(a) wheelchair adaptable at final completion unless the units are not to be occupied by wheelchair users.
- c) All the wheelchair adaptable units must comply with the provisions of M4(3)(2)(a) wheelchair adaptable at final completion. However, if, after the end of the marketing period, the units are not to be occupied by wheelchair users, installation of a standard kitchen will be acceptable. A bath can also be installed over the installed level access shower.

Reason: To accord with policy D7 of the London Plan (2021) and Policy H5 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 55

Water Infrastructure Capacity

Prior to occupation of the relevant phase of the development, as identified through condition 4 of this decision notice, details of water infrastructure capacity for that Phase (and any occupied phases) shall be submitted to and approved by the Local Planning Authority in consultation with Thames Water. The water infrastructure details shall confirm that:

- a) all water network upgrades required to accommodate the additional flows to serve the development have been completed, or
- b) a development and infrastructure phasing plan have been agreed with Thames Water to allow the development to be occupied.

Where a development and infrastructure phasing plan is agreed **no occupation of the additional dwellings associated with the relevant phase of the development shall take place** other than in accordance with the agreed development and infrastructure phasing plan.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand in line with policy D2 of the London Plan (2021).

Condition 56

Wayfinding and Signage Strategy

Prior to occupation of each relevant phase of the development, as identified through condition 4 of this decision notice, details of the signage and way finding strategy within the development (for individual blocks and unit numbers) shall be submitted to and approved in writing by the Local Planning Authority. The strategy should also include but not be limited to improved way finding to / from the rail stations, cycle routes, bus routes, local community facilities (including to the Town Hall and Woolwich Centre) and green finger routes. The agreed signage shall be implemented **prior to first occupation of the relevant phase**, in accordance with the approved details.

Reason: In order to achieve safe movement for pedestrians and in the interest of public safety more generally and to ensure compliance with Policies GG1, D3, D8, D11 and T2 of the London Plan (2021) and IM4, IM(a) and IM(b) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 57

Roof Amenity Space Sound Insulation

- a) **Prior to the completion of the superstructure for each phase of the development as identified by condition 4 of this permission**, details of the proposed sound insulation scheme to be implemented between the residential accommodation and the roof amenity space shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation.
- b) **Prior to first occupation of the relevant phase** the developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed.

Reason: In order to safeguard the amenities of occupants of the residential properties and to ensure compliance with policy D14 of the London Plan (2021) and policies DH1 and E(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 58

Air Quality

The development shall achieve 'air quality neutral' for both building and transport emissions in accordance with the Air Quality Assessment, prepared by Waterman Infrastructure & Environment and dated November 2021.

Reason: To ensure the areas of the proposed development are safe for pedestrians to use and to comply with policy D8 of the London Plan (2021).

Condition 59

Fire Statement

The development must be carried out in accordance with the provisions of the:

Fire Statement Form, prepared by BB7 and dated December 2021

Fire Safety Statement – London Plan, prepared by BB7 and dated October 2021

Fire Statement Addendum, prepared by BB7 and dated December 2022

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with policy D12 of the London Plan (2021).

Condition 60

Fixed Plant Noise

The rating level of the noise emitted from fixed plant on the site shall be 10dB below the existing background level at any time. The noise levels shall be determined at the façade of any noise sensitive property. The measurements and assessments shall be made according to BS4142:2014 + A1:2019.

Reason: In order to ensure a satisfactory appearance to the development to safeguard the amenities of neighbouring properties and the area generally, to prevent 'ambient noise creep' and to ensure compliance with policy D14 of the London Plan (2021) and policies DH1 and E(a) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 61

Access to On-Site Amenity and Play Space

- a) All future occupants of the development hereby approved shall have full access upon occupation to the combined amenity and child play space identified for their respective blocks on the drawings hereby approved as listed in condition 2 (and condition 32 Play Space) which shall be retained and provided for the lifetime of the development; and
- b) The whole of the amenity space (including roof terraces and balconies) as shown on

drawings hereby approved shall be fully implemented **prior to the first occupation of the relevant phase** and retained for the lifetime of the development, for the benefit of the occupiers of the residential units hereby permitted.

Reason: In order that all future occupants have full and continuous access to the amenity space and play space on-site, and to ensure compliance with policy S4 of the London Plan (2021) and policies H5 and H(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014).

Condition 62

Timing of vegetation clearance (breeding birds)

In accordance with the submitted Preliminary Ecological Appraisal (dated May 2021), all removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present, then the vegetation shall not be removed until the fledglings have left the nest.

Reason: To ensure the protection of wildlife in line with policies G5, G6 and G7 of the London Plan (2021) policy OS4 of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014), the Sustainable Design and Construction SPG (2014) and Greener Greenwich SPD (2014) and The Wildlife and Countryside Act 1981 (as amended).

Condition 63

Unsuspected Contamination

If, during the development of each phase, contamination not previously identified is found to be present at the site then no further development in that plot or phase shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason: To ensure that environmental and health risks have been satisfactorily managed so that the site is deemed suitable for use; in accordance with the aims of the NPPF, policy E(e) of the Royal Borough of Greenwich Local Plan: Core Strategy with Detailed Policies (2014); and policy SD1 of the London Plan (2021).

Condition 64

'Be seen' energy monitoring

The relevant phase of the development hereby approved shall be constructed to comply with the GLA 'Be Seen' energy monitoring requirements set out in points a, b, c and d below for at least five years:

- a) **Within four weeks of commencement of the development**, the Owner is required to submit to the GLA accurate and verified estimates of the 'be seen' energy performance indicators, as outlined in Chapter 3 'Planning stage' of the GLA 'Be seen' energy monitoring guidance document, for the consented development. This should be submitted to the GLA's monitoring portal in accordance with the 'Be seen' energy monitoring guidance.
- b) **Once the as-built design for the relevant phase has been completed (upon commencement of RIBA Stage 6) and prior to the building(s) being occupied (or handed over to a new legal owner, if applicable)**, the legal Owner is required to provide updated accurate and verified estimates of the 'be seen' energy performance indicators for each reportable unit of the development, as per the methodology outlined in Chapter 4 'As-built stage' of the GLA 'Be seen' energy monitoring guidance. All data

and supporting evidence should be uploaded to the GLA's monitoring portal. In consultation with the Council and/or their chosen Automated Energy Monitoring Platform the owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in Chapter 5 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document.

- c) **Upon completion of the first year of occupation (of each relevant phase) following the end of the defects liability period (DLP) and for the following four years**, the legal Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each reportable unit of the development as per the methodology outlined in Chapter 5 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document. All data and supporting evidence should be uploaded to the GLA's monitoring portal. This condition will be satisfied after the legal Owner has reported on all relevant indicators included in Chapter 5 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document for at least five years.
- d) In the event that the in-use evidence submitted shows that the as-built performance estimates have not been or are not being met, the legal Owner should use reasonable endeavours to investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'be seen' spreadsheet. Where measures are identified, which it would be reasonably practicable to implement, an action plan comprising such measures should be prepared and agreed with the Local Planning Authority. The measures approved by the Local Planning Authority should be implemented by the legal Owner as soon as reasonably practicable.

Reason: In order to ensure that actual operational energy performance is minimised and demonstrate compliance with the 'be seen' post-construction monitoring requirement of policy SI 2 of the London Plan (2021).

Informative(s)

1. **Pre-commencement conditions:**
The following pre-commencement conditions attached to this decision notice are considered necessary in order to safeguard transport infrastructure and protect the amenities of future occupiers and users and to ensure that the proposed development results in a sustainable and well-designed scheme:

Conditions 4 – 18, and titled as the following:

- Phasing
- Construction Environment Management Plan (CEMP)
- Construction Resource Management Plan (CRMP)
- Demolition/Construction Travel Plan
- Construction Logistics Plan
- Land Condition (Preliminary Risk Assessment)
- Unexploded Ordnance
- Non-Road Mobile Machinery
- Foundations and Piling
- Written scheme of investigation (WSI) - Archaeology
- Public Engagement
- Tree Protection Plan / Arboricultural Method Statement – Demolition and Construction
- Tree Protection – No-Dig Surfaces

- Cranes
- Circular Economy Statement

2. **Community Infrastructure Levy**

You are advised that the application granted may be subject to the Community Infrastructure Levy ('the CIL'). There are two CIL charges in Royal Greenwich - the Mayoral CIL, which was introduced 1 April 2012; and the local CIL, introduced 6 April 2015. The Council's Planning Obligations Team will review your permission and will confirm if a CIL liability arises. If liable, you will receive a CIL Liability notice that details the amount that will be due on the commencement of development. Prior to starting on site, you must submit an Assumption of Liability form and Commencement Notice to the Council.

3. **Phasing**

This development is a 'phased planning permission' for the purposes of the CIL Regulations (2010) as amended (Reg 2(1)). Each phase of the development is a separate chargeable development.

4. **Dust Minimisation**

In preparing the scheme of dust minimisation, reference shall be made to the London Plan 'Control of Dust and Emissions' SPG. All mitigation measures listed in the Guide appropriate to the size, scale and nature of the development will need to be included in the dust minimisation scheme.

5. **Hours of Construction Work**

The applicant is advised that under the Control of Pollution Act 1974, construction work which will be audible at the site boundary will be restricted to the following hours:

- 09:00 – 18:00 Monday to Friday
- 09:00 – 13:00 on Saturdays
- and not at all on Sundays and Bank Holidays

6. **Asbestos**

It is the responsibility of the owner to establish whether asbestos is present within their premises and they have a 'duty of care' to manage such asbestos. The applicant is advised to refer to the Health and Safety website for relevant information and advice.

7. **Street Naming & Numbering**

The applicant is advised that the implementation of the proposal will require the submission and approval by the Council of a Street naming and Numbering application.

8. **Historic England (GLAAS)**

Historic England has advised (in relation to Condition 13) that written schemes of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

9. **Thames Water – Groundwater Risk Management Permit**

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is

deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer.

10. **Thames Water – Proximity to Underground Assets**

Thames Water advise that the proposed development is located within 15 metres of Thames Water underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read the Thames Water guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.

11. **Thames Water – Proximity to Water Mains**

There are water mains crossing or close to your development. Thames Water do not permit the building over or construction within 3m of water mains. If you're planning significant works near our mains (within 3m) we'll need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.

12. **Air Quality and Dust Management Plan**

The applicant is advised that the management plan submitted pursuant to condition 5, should make reference to 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance and the BRE four-part Pollution Control Guide, Part I Pre-project planning and effective management; 'Controlling particles, vapour and noise pollution from construction sites'.

The Air Quality and Dust Management Plan should cover the following aspects:

- a) Proposals for monitoring dust / particulates and procedures to be put in place where agreed dust / particulates levels are exceeded;
- b) A dust risk assessment shall be undertaken; to include dust suppression methods to be used including details of equipment during the different stages of the development;
- c) A demolition asbestos survey and methods for removal;
- d) Proposals for monitoring dust and preventing or controlling unacceptable releases, including asbestos;
- e) Wheel washing facilities, location and facilities for discharging the water;
- f) Mitigation of water quality impacts, particularly from dust suppression and wheel washing;
- g) Details of liaison with other high risk construction sites within 200m of the site boundary to ensure plans are coordinated and dust and particulate matter emissions are minimised.

13. **Noise and Vibration Management Plan**

The applicant is advised that the management plan submitted pursuant to condition 5, should be in line with BS5228 Construction Noise and Vibration Monitoring and also refer to the Council's Construction Site Noise Code of Practice.

The Noise and Vibration Management Plan should cover the following aspects:

- a) Likely noise levels to be generated from plant;
- b) Measures of minimizing the impact of noise and, if appropriate, vibration arising from construction activities;

- c) Predicted noise and, if appropriate, vibration levels for construction using methodologies and locations agreed with the Local Planning Authority;
- d) Procedures to be put in place where agreed noise levels are exceeded and when complaints are received;
- e) Where works are likely to lead to vibration impacts on surrounding properties, including the adjacent prisons proposals for monitoring vibration and procedures to be put in place if agreed vibration levels are exceeded.

14. **Construction Plant and Machinery (NRMM)**

The applicant is advised that the details regarding NRMM, is required to meet Stage IIIA of EU Directive 97/68/ EC for both NOx and PM. All Non-Road Mobile Machinery (NRMM) and plant to be used on the site of net power between 37kW and 560 kW has been registered at <http://nrmm.london/>. Proof of registration must be submitted to the Local Planning Authority with the relevant details.

An inventory of all Non-Road Mobile Machinery (NRMM) must be kept on site during the course of the demolitions, site preparation and construction phases. All machinery should be regularly serviced, and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment. This documentation should be made available to local authority officers as required until development completion.

15. **Pollution Response Plan**

Tanks and dispensing pumps will be locked when not in use to prevent unauthorised access. Information regarding spill prevention and disposal of COSHH items will be provided as part of the standard site induction presentations and during regular toolbox talks and as the works progress.

16. **Section 61 agreement**

Your attention is drawn to Section 61 of the Control of Pollution Act 1974, which allows developers and their building contractors to apply for 'prior consent' for noise generating activities during building works. This proactive approach involves assessment of construction working methods to be used and prediction of likely construction noise levels at sensitive positions, with the aim of managing the generation of construction noise using the 'best practicable means' available. You are advised to engage an acoustic consultant experienced in construction noise and vibration assessment and prediction to complete any Section 61 application.

17. **Waste**

The application should note that re-use of materials that are not clean, naturally occurring materials to be used on the site of origin are subject to waste legislation, and a permit, or exemption will be required, unless managed under the CLAIRE Development Industry Definition of Waste Code of Practice.

THIRD SCHEDULE

Financial Contributions

The Owner covenants with the Council as follows:

1 Financial Contributions

1.1 Not to Implement or cause or permit Implementation of any part of the Development until the following contributions have been paid to the Council:

- 1.1.1 the Cycle Training Contribution in full;
- 1.1.2 the CPZ Contribution in full;
- 1.1.3 the Active Travel Zone Assessment Contribution in full; and
- 1.1.4 the Traffic Order Contribution in full.
- 1.1.5 50% (fifty percent) of the Health Facilities Contribution;
- 1.1.6 50% (fifty percent) of the GLLaB Contribution; and
- 1.1.7 50% (fifty percent) of the Carbon Offsetting Contribution.

1.2 The Owner shall pay the contributions referred to in paragraph 1.1 on or before the Implementation Date.

1.3 Not to Occupy or cause or permit Occupation of any part of the Development until the following contributions have been paid to the Council:

- 1.3.1 the remaining 50% (fifty percent) of the GLLaB Contribution;
- 1.3.2 the remaining 50% (fifty percent) of the Health Facilities Contribution; and
- 1.3.3 the remaining 50% (fifty percent) of the Carbon Offsetting Contribution.

1.4 The Owner shall pay the contributions referred to above at paragraph 1.3 on or before the first Occupation Date.

2 Legal Costs

2.1 To pay to the Council on or prior to completion of this Deed the reasonable legal costs and expenses of the Council in connection with the negotiation, preparation and execution of this Deed.

3 Monitoring Costs

3.1 On or prior to completion of this Deed to pay to the Council the sum of £10,574 (ten thousand five hundred and seventy-four pounds) towards the Council's costs and expenses of monitoring compliance with the terms of this Deed.

FOURTH SCHEDULE

Affordable Housing

The Owner hereby covenants with the Council as follows:

1 Affordable Housing Minimum and Maximum Provision

- 1.1 The Owner shall not provide the Affordable Housing Units across the Development otherwise than in accordance with the approved Affordable Housing Scheme for each Phase and in accordance with the remaining paragraphs of this Schedule. The Affordable Housing Schemes for each Phase shall be designed so that the Development as a whole shall accord with the Agreed Mix.
- 1.2 Not less than 49% (forty nine percent) of the Residential Units (calculated by reference to number of units) permitted by the Planning Permission shall be constructed as Affordable Housing Units and shall be Occupied as Affordable Housing.
- 1.3 The parties agree that nothing in this Deed will require the Affordable Housing Cap to be exceeded.

2 Existing Tenants

- 2.1 The Owner shall not Occupy or cause or permit Occupation of any part of the Development until the Owner has submitted a Tenancy Offer Statement to the Council for written approval and the details of the Tenancy Offer Statement have been approved in writing by the Council.
- 2.2 The Owner covenants to comply with the approved Tenancy Offer Statement for the duration of the Development.

3 Affordable Housing Provision

- 3.1 The Affordable Housing Units shall comprise:
 - 3.1.1 63 Residential Units as Low Cost Rent Housing; and
 - 3.1.2 62 Residential Units as London Shared Ownership Housing.
- 3.2 The Owner shall not Implement or cause or allow to be Implemented any part of or any Phase within which Affordable Housing Units are to be provided until the Affordable Housing Scheme for that Phase has been submitted to and approved in writing by the Council and thereafter the Owner shall deliver the Affordable Housing Units within the relevant Phase in accordance with the relevant Affordable Housing Scheme for that Phase by not later than the triggers set out in this Deed.
- 3.3 The Owner shall not:
 - 3.3.1 occupy or permit the Occupation of the Low Cost Rent Housing Units for any purpose other than for Low Cost Rent Housing for the lifetime of the Development; or
 - 3.3.2 occupy or permit the Occupation of the Intermediate Housing for any purpose other than for the tenure of Intermediate Housing for the lifetime of the Development, save where a lessee has Staircased to 100% (one hundred percent) equity in respect of a particular Affordable Housing Unit that comprises Intermediate Housing.

- 3.4 The Owner shall submit or to cause to be submitted the Affordable Housing Scheme for a Phase to the Council for its written approval prior to the Occupation of the relevant Phase and shall not Occupy or permit Occupation of the relevant Phase until the Affordable Housing Scheme for that Phase has been approved in writing by the Council. The Affordable Housing Scheme for Phase 1A and Phase 1B shall make provision for all of the Rehoused Residents to be accommodated within Phase 1A and Phase 1B of the Development.

4 Low Cost Rent Housing Units

- 4.1 The Low Cost Rent Housing Units shall not be provided other than in accordance with the Affordable Housing Scheme for each Phase.
- 4.2 The Owner shall submit a Lettings Plan for each Phase to the Council for its written approval at least six (6) months prior to the Occupation of the first Low Cost Rent Housing Units to be Occupied within the Phase and shall not Occupy or permit Occupation of any Low Cost Rent Housing Units within the Phase until such Lettings Plan for the Phase has been approved in writing by the Council.
- 4.3 The Low Cost Rent Housing Units within a Phase shall not be let or marketed otherwise than in accordance with the approved Lettings Plan for the Phase and for the avoidance of doubt the Lettings Plan for Phases 1A and 1B shall make provision for the Affordable Housing Units to be let to Rehoused Residents to be offered at Existing Rent Levels upon first Occupation only.

5 London Shared Ownership Housing Units

- 5.1 The Owner shall give no less than three (3) calendar months' prior written notice of the anticipated date of Practical Completion of the London Shared Ownership Housing Units within each Phase to the Council's Affordable Housing Liaison Coordinator at the address stated at clause 14 of this Deed.
- 5.2 Save for any transfer to a Registered Provider, the London Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the lessee of a London Shared Ownership Housing Unit has Staircased to 100% equity or where the London Shared Ownership Housing Unit(s) are to be provided to Rehoused Residents.
- 5.3 Not less than 10 (ten) months prior to the estimated date of Practical Completion of the first London Shared Ownership Housing Unit to be Practically Completed within each Phase the Owner or the Registered Provider shall submit to the Council for its approval the Intermediate Housing Marketing Plan for that Phase and such units shall be marketed and disposed of in accordance with the approved Intermediate Housing Marketing Plan for the Phase in question.
- 5.4 No marketing of any of the London Shared Ownership Housing Units within a Phase shall be carried out until the relevant Intermediate Housing Marketing Plan for the Phase in question has been approved in writing by the Council.
- 5.5 During the Initial Marketing Period for a Phase each London Shared Ownership Housing Unit within the Phase shall be marketed for sale exclusively to Eligible Purchasers who are Local Residents (other than those London Shared Ownership Units which are to be provided to Rehoused Residents).
- 5.6 If during the Initial Marketing Period applicable to a Phase the Owner receives expressions of interest to purchase the relevant London Shared Ownership Housing Units from both Eligible Purchasers who are Local Residents and who fall within the Priority Band and Eligible Purchasers who are not Local Residents but living or working in any London borough and/or do not fall within the Priority Band then the Owner shall make an offer in respect of the purchase of a London Shared Ownership Unit to all

Eligible Purchasers who are Local Residents and who fall within the Priority Band before it makes any such offers to any other Eligible Purchasers living or working in any London borough.

- 5.7 After the relevant Initial Marketing Period, the London Shared Ownership Housing Units shall be exclusively marketed and sold to (save for any transfers to a Registered Provider) Eligible Purchasers who live or work in any London Borough save for those London Shared Ownership Housing Units which are to be provided to Rehoused Residents.
- 5.8 The Owner covenants that the London Shared Ownership Housing Units shall not be Occupied unless the requirements of paragraphs 5.5 to 5.7 have been complied with.
- 5.9 The Owner or the Registered Provider shall notify the Council of the anticipated commencement date of the Initial Marketing Period for the relevant Intermediate Housing Marketing Plan and the actual commencement date of the same and provide 3 monthly progress reports about marketing thereafter.
- 5.10 The Owner covenants that 15 London Shared Ownership Housing Units shall be made available to Rehoused Residents within Phase 1A and 1B and the rent payable in respect of the relevant London Shared Ownership Unit shall be calculated using the same rent formula as contained in that Rehoused Resident's shared ownership lease as it existed prior to relocation within the Development and shall be calculated on the amount of the Registered Provider's retained equity in the relevant London Shared Ownership Housing Unit within the Development.

6 Delivery of the Affordable Housing Units

- 6.1 The Owner covenants not to Occupy more than 40% of the Open Market Housing Units within Phase 1 of the Development and not to Occupy any of the Open Market Housing Units within Phase 2 of the Development unless and until:-
 - 6.1.1 the Affordable Housing Units within Phase 1 have been constructed and made ready for Occupation in accordance with the covenants and obligations in this Schedule; and
 - 6.1.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis for each of the Affordable Housing Units within Phase 1 is owned by a Registered Provider or has been granted to a Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units, together with all necessary rights to services and access to enable such Affordable Housing Units to be Occupied.
- 6.2 the Owner covenants not to Occupy more than 80% of the Open Market Housing Units within the whole Development unless and until:-
 - 6.2.1 the Affordable Housing Units within Phase 2 have been constructed and made ready for Occupation in accordance with the covenants and obligations in this Schedule; and
 - 6.2.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis for each of the Affordable Housing Units within Phase 2 is owned by a Registered Provider or has been granted to the Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units, together with all necessary rights to services and access to enable such Affordable Housing Units to be Occupied.
- 6.3 The Owner shall provide evidence of the ownership or transfer to a Registered Provider of the freehold or a long leasehold interest of the London Shared Ownership Housing Units referred to in paragraph 6.1

and 6.2 above to the Council's Housing Development Partnership Manager within ten (10) Working Days of completion of any transfer to which the Owner is party.

7 Exclusion of Liability

7.1 This Deed shall not be enforced against the following:-

- 7.1.1 any Registered Provider except in relation to the obligations in this Fourth Schedule and the Sixth Schedule;
- 7.1.2 any occupier or tenant of an Affordable Housing Unit who has exercised a statutory right to acquire or buy that unit from the Registered Provider or has acquired 100% of the equity in a London Shared Ownership Housing Unit SAVE FOR the obligations in the paragraph 3.3 of this Schedule, and the Sixth Schedule which shall be enforceable against such persons;
- 7.1.3 subject to paragraph 8, and in respect of the covenants, restrictions and obligations in this Fourth Schedule only, any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee;
- 7.1.4 against any Chargee or other chargee or mortgagee from time to time who has the benefit of a charge or mortgage on any part/s of the Land or any receiver until such Chargee or other chargee, mortgagee or receiver has entered into possession of the Land or the part thereof to which such covenants, restrictions and obligations relate or the Development is continued by or at the instigation of the Chargee or other chargee, mortgagee or receiver or their agent appointed in place of the Owner; and
- 7.1.5 any successors in title to the persons categorised in paragraphs 7.1.1 to 7.1.4,
- 7.1.6 any statutory undertaker or other person with any interest in any part/s of the Land solely for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services.

8 Chargee in Possession

8.1 In order to benefit from the protection granted by paragraph 7.1 a Chargee must:

- 8.1.1 prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units serve a Default Notice on the Council by:
 - 8.1.1.1 delivery by hand to the Council's offices at the Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ during the hours of 9am to 5pm on a Working Day and addressed to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor, Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ during the hours of 9am to 5pm on a Working Day; or
 - 8.1.1.2 using first class registered post to the Council's offices addressed to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor, Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ;
- 8.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

- 8.1.3 subject to paragraph 8.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 8.3 below.
- 8.2 From the first day of the Moratorium Period to but excluding the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 8.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) (as determined by the Council) an exclusive Option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:
 - 8.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed in writing between the parties to the Option (acting reasonably));
 - 8.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 8.4.2 below or determined in accordance with paragraph 8.5 below;
 - 8.3.3 provided that the purchase price has been agreed in accordance with paragraph 8.4.2 below or determined in accordance with paragraph 8.5 below, but subject to paragraph 8.3.4 below, the Council (or the Council's nominated substitute Registered Provider) (as appropriate) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 8.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (and/or the Council's nominated substitute Registered Provider as applicable) that it or they no longer intend to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 8.3.5 any other terms agreed in writing between the parties to the Option (acting reasonably).
- 8.4 Following the service of the Intention Notice:
 - 8.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (and/or the Council's nominated substitute Registered Provider) in relation to the Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 8.4.2 the Council (or the Council's nominated substitute Registered Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree in writing the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - 8.4.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in the Fourth Schedule; and
 - 8.4.2.2 (unless otherwise agreed in writing between the Council or the Council's nominated substitute Registered Provider as appropriate and the Chargee) the Sums Due.

- 8.5 If on the date falling 10 Working Days after service of the Intention Notice, the Council (or the Council's nominated substitute Registered Provider) the Chargee have not agreed the price pursuant to paragraph 8.4.2.1 above:
- 8.5.1 the Council (or the Council's nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 8.5.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (and/or the Council's nominated substitute Registered Provider) (as appropriate) and the Chargee have not been able to agree the identity of an independent surveyor, any party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 8.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 8.4.2.1 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
 - 8.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 8.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties to the dispute;
 - 8.5.6 the independent surveyor shall make his/her decision and notify the Council (and the Council's nominated substitute Registered Provider if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 8.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 8.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in the Fourth Schedule which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 8.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 8.6.2 the Council (or the Council's nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 8.6.3 the Council (and/or the Council's nominated substitute Registered Provider as applicable) have notified the Chargee in writing pursuant to the Option that it or they no longer intends to exercise the Option.
- 8.7 The Council (and the Council's nominated substitute Registered Provider) (if any) and the Chargee shall act reasonably and reasonably cooperate with each other in fulfilling their respective obligations under paragraphs 8.2 to 8.6 above (inclusive).

9 Miscellaneous Provisions

- 9.1 The Owner covenants:
- 9.1.1 to ensure that the design and construction of the Development is executed in such a way as to minimise the Service Charge for each Affordable Housing Unit;
 - 9.1.2 not later than three months prior to Occupation of the first Affordable Housing Unit within a Phase to agree any Service Charges for the relevant Affordable Housing Units within the Phase with the Registered Provider and the Council (all acting reasonably) (the “**Agreed Service Charge Rate**”) and thereafter the Service Charges for the Phase shall not exceed the Agreed Service Charge Rate (Indexed annually) unless the Council (following a written request from the Owner or the Registered Provider) agrees in writing an increase to the same in writing PROVIDED THAT in all cases the amount of the Services Charges shall not be more than the actual costs of the services provided; and
 - 9.1.3 not to permit Occupation of any Affordable Housing Unit within a Phase until the Service Charges for that Phase are agreed in writing in accordance with paragraph 9.1.2 above.
- 9.2 The Owner covenants with the Council that in the event any Affordable Housing receives any Public Subsidy and any occupier or tenant of an Affordable Housing Unit (i) exercises a statutory right to acquire or buy that unit from the Registered Provider or (ii) acquires a 100% share of the equity in a London Shared Ownership Housing Unit, then the Public Subsidy shall be recycled for alternative Affordable Housing provision within the Royal Borough of Greenwich and shall not be used for any other purpose.
- 9.3 Evidence of the recycling of the Public Subsidy shall be provided to the Council within 10 Working Days of a written request and in the event that the Public Subsidy has not been spent in accordance with this Deed, an equivalent amount of money shall be paid to the Council within 10 Working Days of a written demand for expenditure on Affordable Housing in the Borough.
- 9.4 The Owner covenants that prior to Practical Completion of any of the Affordable Housing Units in a Phase:
- 9.4.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units within that Phase shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
 - 9.4.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units within that Phase shall be in place and shall be constructed and completed to provide safe access; and
 - 9.4.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables within that Phase shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.

10 Rehoused Residents

- 10.1 In the event that a Rehoused Resident is eligible for an upsize in relation to the number of bedrooms to their Low Cost Rent Housing Unit they will be entitled to retain the Existing Rent Level notwithstanding the upsize.

FIFTH SCHEDULE

Viability Review – Part 1

1 Early Viability Review Trigger

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 5 Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable the Council to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 (Part 1) of this Schedule, the Owner shall afford the Council (and its agents) access to the Land to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - 1.3.1 provide the Owner with reasonable written notice of their intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or their agent.
- 1.4 No later than 20 Working Days after the Council receive:
 - 1.4.1 notice pursuant to paragraph 1.1 (Part 1) of this Schedule; or
 - 1.4.2 where the Council has made any request(s) under paragraph 1.2 (Part 1) of this Schedule, all of the additional documentary evidence so requested,

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

- 1.5 Subject to paragraph 1.6 (Part 1) of this Schedule, if the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 1 (Part 1) of this Schedule shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 (Part 1) of this Schedule that the Substantial Implementation has been achieved.
- 1.6 The Owner shall not Occupy the Development or any part thereof until:
 - 1.6.1 the Council has notified the Owner pursuant to paragraph 1.5 (Part 1) of this Schedule whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and
 - 1.6.2 the Council has notified the Owner pursuant to paragraph 3.4 (Part 1) of this Schedule that no Additional Affordable Housing Units are required; or

- 1.6.3 If the Council notifies the Owner pursuant to paragraph 3.4 (Part 1) of this Schedule that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5 (Part 1) of this Schedule.

2 Submission of Development Viability Information and Other Information

- 2.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 (Part 1) of this Schedule or pursuant to clause 8 of this Deed (Expert Determination)):

- 2.1.1 the Owner shall submit to the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 (Part 1) of the Schedule that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:

- 2.1.1.1 the Development Viability Information for Formula 1b and Formula 2 as contained in Annex 5 of this Deed;

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

- 2.1.1.3 where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

- 2.1.2 paragraphs 3 and 4 (Part 1) of this Schedule shall apply.

3 Assessment of Development Viability Information and Other Information

- 3.1 The Council shall assess the information submitted pursuant to paragraph 2 (Part 1) of this Schedule and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.

- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 (Part 1) of this Schedule.

- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.

- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 (Part 1) of this Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

- 3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 (Part 1) of this Schedule.
- 3.6 If the Council's assessment pursuant to paragraph 3.4 (Part 1) of this Schedule concludes that:
- 3.6.1 a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
 - 3.6.2 a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2,
- then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution (Indexed from determination of the amount payable until the date of payment) towards offsite Affordable Housing prior to the Occupation of 40% Open Market Housing Units.
- 3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 (Part 1) of this Schedule including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.
- 4 Delivery of Additional Affordable Housing**
- 4.1 Where it is determined pursuant to paragraph 3 (Part 1) of this Schedule that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 60% Open Market Housing Units unless and until:
- 4.1.1 it has completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them ready and available for Occupation;
 - 4.1.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis in each of the Additional Affordable Housing Units is owned by a Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Additional Affordable Housing Units, together with all necessary rights to services and access to enable such Additional Affordable Housing Units to be Occupied; and
 - 4.1.3 paid any remaining surplus profit pursuant to paragraph 3.6 (Part 1) of this Schedule to the Council as a financial contribution (Indexed from determination of the amount payable until the date of payment) towards the delivery of offsite Affordable Housing within the Council's administrative area.
- 4.2 The Parties agree that the terms of paragraphs 2 to 5 (inclusive) of the Fourth Schedule shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

VIABILITY REVIEW – PART 2

1 Late Stage Viability Review Trigger

The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

2 Submission of Development Viability Information and Other Information

No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to this Schedule, the Owner shall submit the following information on the basis that the Council may make such information publicly available:

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

3 Assessment of Development Viability Information and Other Information

- 3.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2 (Part 2) of this Schedule and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 (subject to the Late Stage Review Cap as calculated in accordance with Formula 4) and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 (Part 2) of this Schedule.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 (subject to the Late Stage Review Cap as calculated in accordance with Formula 4).
- 3.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 2 (Part 2) of this Schedule that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 2 (Part 2) of this Schedule or to re-submit the information required under paragraph 2 (Part 2) of this Schedule upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 3.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 (Part 2) of this Schedule, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 3.6 If the Council notifies the Owner pursuant to paragraph 3.5 (Part 2) of this Schedule that a Late Stage Review Contribution is required:
 - 4.2.1 the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
 - 4.2.2 the Owner shall not Occupy more than 80 per cent of the Open Market Housing Units until the Late Stage Review Contribution has been paid in full to the Council.

3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 (Part 2) of this Schedule including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

3.8 The Owner shall not Occupy more than 80 per cent of the Open Market Housing Units until the Council has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 3.5 (Part 2) of this Schedule.

4 Public Subsidy

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

5 Monitoring

5.1 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

5.1.1 the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 (Part 1) of this Schedule or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 (Part 1) of this Schedule; and

5.1.2 the Council's notification pursuant to paragraph 3.5 (Part 2) of this Schedule that a Late Stage Review Contribution is required,

the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

5.1.2.1 the number and tenure of the Additional Affordable Housing Units (if any);

5.1.2.2 any changes in the tenure or affordability of the Affordable Housing Units; and

5.1.2.3 the amount of the Late Stage Review Contribution.

SIXTH SCHEDULE

Transport and Travel Plan

The Owner covenants with the Council as follows:

1 Car Club

- 1.1 Prior to Occupation of the Residential Units the Owner shall undertake a Car Club Feasibility Study to be submitted to the Council for approval in writing.
- 1.2 If the Car Club Feasibility Study reveals that there is sufficient demand for a Car Club to be provided and that a Car Club Operator is able to provide the Car Club (at no additional cost to the Owner) then the provisions at paragraph 1.4 shall apply.
- 1.3 In the event that the Car Club Feasibility Study reveals that there is not sufficient demand for a Car Club and/or there is no Car Club Operator willing to provide the Car Club at no additional cost to the Owner then the provisions at paragraph 1.4 shall not apply.
- 1.4 Prior to Occupation of any the Residential Units in the Development to:
 - 1.4.1 submit to the Council for its written approval details of the proposed Car Club, in order to encourage car sharing by Occupiers of the Residential Units within the Development;
 - 1.4.2 set up the Car Club in accordance with the details approved by the Council and thereafter ensure that the Car Club Operator is aware of the approved details or any other variation approved in writing by the Council; and
 - 1.4.3 ensure that the Car Club is available to employees and businesses within and in the vicinity of the Development and other residential occupiers living in the vicinity of the Development subject to Paragraph 1.5 below; and
 - 1.4.4 to ensure one free standard membership per household of the Car Club is available for the first Occupier(s) of each Residential Unit for a period of 5 years from Occupation of that Residential Unit.
- 1.5 In the event that the Car Club operator ceases to operate or is unable to operate the Car Club within 5 years from first Occupation to engage another Car Club Operator to establish a Car Club provided that nothing in this Paragraph 1 shall require the Owner to sustain the Car Club where subsidy or payment or incentives by the Owner is required in order to make it commercially viable for a Car Club Operator (the subsidy set out at Paragraph 1.4.4. above excepted).

2 Car Free Development

- 2.1 To ensure that paragraphs 2.2 and 2.3 below are included in all marketing material, and in all freehold disposals, leases, options, licenses, tenancy agreements and any other disposal arrangements, to all purchasers and Occupiers of all Residential Units in the Development and to advise those persons in writing before acquiring any freehold interest, lease, option, licence, tenancy agreement or other interest, of those restrictions and obligations.
- 2.2 All Occupiers of the Residential Units in the Development:

2.2.1 shall not be entitled to apply to the Council or to hold a parking permit (inclusive of resident, business and carers' parking permits) in respect of on-street parking within any future controlled parking zone unless such Occupier is a holder of a Blue Badge Parking Permit and has first notified the Director in writing of that entitlement; and

2.2.2 shall not be entitled to apply to the Council or to hold tradespersons parking permits.

2.3 Any Occupier:

2.3.1 who has an on-street parking permit or contract shall surrender such entitlement before taking up Occupation unless such Occupier is or becomes entitled to be a holder of a Blue Badge Parking Permit and the Occupier has first notified the Director in writing of such entitlement;

2.3.2 shall not bring any motor vehicle to be brought on to the Land to be left abandoned and/or parked within the Land other than in one of the approved and designated parking spaces; and

2.3.3 shall not lease, sub-let or assign any parking space allocated to them.

3 Not used

4 Travel Plan

4.1 To carry out a review of the implementation of the Travel Plan (as approved under Condition 52 of the Planning Permission) within six months of first Occupation of the Development in order to assess whether or not targets are being met and to submit the findings to the Council.

4.2 To carry out subsequent reviews of the Travel Plan on the first, third and fifth anniversaries following the date of first Occupation of the Development in order to assess whether or not targets within the Travel Plan are being met and whether amendments to the Travel Plan are needed in order for its targets to be met and to submit the findings to the Council.

4.3 In the event that the Council reasonably requires in writing the Owner to take further steps for meeting the targets in the Travel Plan or the Owner to amend the Travel Plan under paragraph 4.2, the Owner shall comply with the Council's requirements as soon as reasonably practicable and without delay.

5 Accessible Car Parking Spaces

5.1 The on-site accessible parking bays provided within the Development shall only be used by occupiers of the Residential Units holding a Blue Badge Parking Permit.

SEVENTH SCHEDULE

Education and Employment Training

The Owner covenants with the Council as follows:

1 Commitment to and Participation in GLLAB

- 1.1 In Implementing and constructing the Development to fully participate in GLLaB and to promote and recruit employees contractors and sub-contractors from the area of the Royal Borough of Greenwich required for and during the construction of the Development including the following:
 - 1.1.1 to issue a written statement in accordance with the form of notice in Annex 4 to this Deed to its prospective contractors and sub-contractors at the tendering for work stage;
 - 1.1.2 to monitor and record:
 - 1.1.3 the number of Local People and Local Businesses recruited from the area of the Royal Borough of Greenwich employed in the construction of the Development;
 - 1.1.4 the names of companies that have secured contracts for the carrying out of the construction of the Development; and
 - 1.1.5 submit the Returns to the Council at regular intervals of not more than one month throughout the construction of the Development;
- 1.2 to obtain from each of its contractors Returns of the number of Local People and Local Businesses recruited who reside or whose company's registered address is within the area of the Royal Borough of Greenwich and who are actively engaged in the construction of the Development; and
- 1.3 to include the full postcodes of such people and businesses referred to above in paragraph 1.1.3 of this Schedule in the Returns;
- 1.4 to ensure that each sub-contractors work force contains at least 5% apprentices on-site at any one time throughout the construction of the Development unless otherwise agreed with the Council in writing.

2 Construction

Not to employ contractors unless they are members of the Considerate Constructors Scheme are committed and obliged to supply the information within the Return and to ensure that each of those contractors is obliged to adhere and adheres to the Considerate Constructors Scheme Code of Considerate Practice or any successor code or document.

EIGHTH SCHEDULE

Energy and Sustainability

The Owner covenants with the Council as follows:

1 Carbon Offsetting

- 1.1 Not to Implement or cause or permit Implementation of any Block until evidence of the Actual Carbon Dioxide Emissions Target relating to the Block (expressed as a percentage) (individually and cumulatively with any previous Blocks, other than for Phase 1A) that is technically feasible to reach the Carbon Dioxide Emissions Target for the Block has been submitted to and approved in writing by the Council pursuant to the Energy Strategy.
- 1.2 In the event that the evidence approved pursuant to paragraph 1.1 above demonstrates that the Actual Carbon Dioxide Emissions Target that the Block is capable of achieving is less than the Carbon Dioxide Emissions Target for the Block then the Owner shall implement and carry out the measures identified in the energy statement approved by the Council pursuant to the Planning Permission or any planning conditions attached thereto for minimising and reducing carbon dioxide emissions in accordance with the said energy statement.
- 1.3 Not sooner than 3 months prior to Practical Completion of a Block and in any event prior to Occupation of the Block in question the Owner shall confirm that the Energy Strategy for the Block has been implemented in full and shall undertake to submit to the Council an assessment of the carbon dioxide emissions of the Practically Completed Block (expressed in tonnes) so as to demonstrate whether the Block (taking into account any Carbon Offsetting Contribution paid) has met the Actual Carbon Dioxide Emission Target for the Block.
- 1.4 If the Council determines that the Block has not been carried out in accordance with the Energy Strategy for the Block or met the Actual Carbon Dioxide Emission Target for the Block and that measures can be taken on-site to reduce the carbon dioxide emissions the Owner shall upon written notice from the Council:
 - 1.4.1 immediately and without delay take all steps and measures prior to Occupation of the Block required by the Council to remedy such non-compliance and/or to reduce the carbon emissions if full compliance is not possible; and
 - 1.4.2 shall not Occupy or cause or permit Occupation of any part of the Block until the Director has confirmed in writing to the Owner that paragraph 1.4.1 above has been complied with in full and to the Director's reasonable satisfaction.
- 1.5 In the event that in respect of a Block there is a shortfall between the Actual Carbon Dioxide Emission Target applicable to the Block and the carbon dioxide emissions of the Block as built (expressed in tonnes) (so that there is a shortfall in meeting that target) and the Council has confirmed in writing there are no alternative or further on-site measures that can be carried out to enable the Block to meet the Actual Carbon Dioxide Emission Target for the Block the Council will calculate the amount of the Additional Carbon Offsetting Contribution for the Block in accordance with the Carbon Offset Calculation and the Owner shall not Occupy or cause or permit Occupation of any part of the Block until it has paid the Additional Carbon Offsetting Contribution (Indexed from the date of calculation until the date of payment) relating to that Block in full to the Council.

1.6 Not to Occupy a relevant Block until the Energy Strategy for the Block in question has been implemented in full.

1.7 Notwithstanding anything in this Paragraph 1 an Additional Carbon Offsetting Contribution for a Phase shall not be payable if the Owner is able to demonstrate to the Council's reasonable satisfaction that the Actual Carbon Dioxide Emission Target for the Development as a whole will be met and the Council agrees in writing (but if that subsequently is not the case, then the shortfall at the time that has not been paid for shall be payable as an Additional Carbon Offsetting Contribution).

2 Connection to a Qualifying Heating Network

2.1 The Development shall be constructed to be capable of connecting into a Qualifying Heating Network which for the avoidance of doubt shall include but shall not be limited to the construction of the following:

2.1.1 the Energy Centre;

2.1.2 a single connection point to enable the Development to be connected to a Qualifying Heating Network;

2.1.3 the heat network: including variable speed pumps, optimised route, temperatures, diameters and insulation thickness, control valve to provide variable flow temperature, insulating pipework that comply with the relevant best practice guidance;

2.1.4 building connections: including two-port control valves, peak flow to be limited, heat exchanger sized for low return temperatures, heat meters, temperature controlled bypasses, service entry routes, access and any other space necessary for the purpose of connecting to a Qualifying Heating Network;

2.1.5 building heating systems: including provision of insulating primary and secondary network for the provision of space heating and hot water heating, two-port control valves, heat emitters sized for low return temperatures, heat emitters balanced to achieve design return temperatures inside the building, meters, and other technology required that are or will be available to facilitate connection to a Qualifying Heating Network; and

2.1.6 pipe routing safeguarding to the Development's boundaries.

2.2 The Owner shall not Occupy or cause or permit Occupation of any part of a Block until the requirements of paragraph 2.1 above have been complied with to the Council's reasonable satisfaction in respect of the relevant Block.

2.3 If a Connection Notice is served by the Council on the Owner to notify the Owner of a Qualifying Heat Network in the vicinity of the Development with potential for the Development to connect to then the Owner shall within six months of receipt of the Connection Notice submit the Heating Supply Options Study to the Director for approval.

2.4 If the Council and the Owner agree that the Heating Supply Options Study demonstrates that it is feasible and viable for the Development to connect into the Qualifying Heating Network and such agreement is confirmed in writing (or failing agreement between the Council and Owner the Expert pursuant to clause 8 determines that the connection of the Development to the Qualifying Heating Network is technically feasible and financially viable) then the Owner shall connect the Development (or relevant part that has been constructed as the case may be) to the Qualifying Heating Network and enter into a Service Level Agreement with a Qualifying Heat Network Operator in accordance with the approved Heating Supply

Options Study within six months of the date of the joint decision agreed in writing by the Council and Owner or where applicable the Expert's decision that the connection is feasible and financially viable.

- 2.5 If the Council and the Owner agree in writing (or failing agreement the Expert determines pursuant to clause 8 that Heating Supply Options Study concludes that connection of the Development to the Qualifying Heating Network is not technically feasible or financially viable) then the Owner shall safeguard a future connection to the Qualifying Heating Network by retaining all approved infrastructure installed in the Development pursuant to paragraph 2.1 above to enable a future connection to a Qualifying Heating Network.
- 2.6 In the event that the Council identifies an alternative Qualifying Heat Network the Council may serve a further Connection Notice requiring submission of a new Heating Supply Options Study and paragraphs 2.3 to 2.5 above shall apply mutatis mutandis to the connection to the Qualifying Heat Network.
- 2.7 For as long as the Development remains unconnected to a Qualifying Heat Network the Owner shall submit to the Council annually a written request for confirmation of whether there is a Qualifying Heat Network in the vicinity of the Development with potential for the Development to connect.

3 Renewable/ Low Carbon Energy Monitoring

- 3.1 Not to Occupy or cause or permit Occupation of any Block until in respect of the Block:
 - 3.1.1 the Owner has completed the Monitoring Deed for the relevant Block with the Council; and
 - 3.1.2 the Automatic Meter Reading Devices have been installed within the Block to monitor the effectiveness of performance of the installed renewable/low carbon technology as set out in the information approved under Condition 46 of the Planning Permission.
- 3.2 The Owner covenants with the Council to submit monitoring information to the Director in accordance with the Monitoring Deed for the period stated therein.

NINTH SCHEDULE

Other Obligations

The Owner covenants with the Council as follows:

1 Public Amenity Space

- 1.1 To submit the proposed Public Amenity Space Strategy to the Council within 6 (six) months following Implementation of the Development.
- 1.2 Not to Occupy or permit or suffer the Occupation of the first Phase until the Public Amenity Space Strategy has been approved in writing by the Council.
- 1.3 The Owner shall provide and retain the Public Amenity Space within each Phase in accordance with the Public Amenity Space Strategy for the life of the Development.
- 1.4 The Owner covenants with the Council that the Owner shall without expense to the Council take all necessary steps diligently to lay out construct and otherwise complete in a proper and workmanlike manner to the reasonable satisfaction of the Council such areas of the Public Amenity Space within the each Phase as may be approved in accordance with the Planning Permission in accordance with a specification and programme of works to be agreed in writing with the Council whose approval is not to be unreasonably withheld or delayed
- 1.5 The Public Amenity Space for each Phase shall be completed in accordance with a programme of works which is to be agreed in writing with the Council prior to Occupation of the Phase in question.
- 1.6 The Owner hereby covenants with the Council that it will notify the Council in writing of the completion of the Public Amenity Space within a Phase within 10 Working Days of its completion.
- 1.7 The Owner covenants in respect of each Phase to:-
 - 1.7.1 cleanse, retain, maintain and keep in repair and working order the surface of and the lighting and drainage to the Public Amenity Space (as approved by the Council);
 - 1.7.2 cleanse, retain, maintain and keep in repair and working order any furniture and structures which have been approved by the Council;
 - 1.7.3 cleanse, retain, maintain and keep in repair and working order the hard and soft landscaping which have been approved by the Council.
- 1.8 The Owner covenants to use reasonable endeavours in respect of each Phase to:
 - 1.8.1 maintain the Public Amenity Space in accordance with the Public Amenity Space Strategy;
 - 1.8.2 keep the Public Amenity Space unobstructed (save for such tables, chairs or other items as may provided pursuant to the Public Amenity Space Strategy) and open to the public for access on foot and by bicycle for recreational purposes (which access may be gained by members of the public free of charge) at all times from the date of the completion of the relevant Phase PROVIDED THAT this obligation shall not be deemed to be breached by closure in the case of:
 - 1.8.2.1 the requirement to carry out maintenance, cleaning, renewal and necessary or required works, or works of restaurant and café fitting out (where permitted) or

other structural or non-structural alteration, except that any works under this subparagraph shall be undertaken in such a way as to cause minimum disruption to the public, and in any event shall not continue for more than 48 hours without the prior written approval of the Council (other than in the case of emergency); or

1.8.2.2 occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;

1.8.3 keep the Public Amenity Space properly insured and in the event of damage, to expend any insurance monies received on making good such damage; and

1.8.4 maintain full insurance against all third party public liability claims in relation to the Public Amenity Space in a sum of not less than £5,000,000 in respect of any one claim.

1.9 The Council by its officers workmen or agents will be allowed access to the Public Amenity Space in order to ensure that the provisions of this Schedule are being complied with and in the event of there being a breach by the Owner of any of their obligations under this Schedule the Council may serve a default notice upon the Owner requiring any breach to be remedied within a period of 30 (thirty) Working Days from the date of the said notice (or such lesser period as the Council specifies in an emergency) and the Owner shall either remedy the breach accordingly to the reasonable satisfaction of the Council or if the Owner does not accept the requirements of the said default notice it shall (except in the case of emergency) notify the Council in writing whereupon a dispute shall be deemed to have arisen to be determined by an Expert and the provisions of Clause 8 shall apply.

2 Architect Retention

2.1 The Owner covenants with the Council as follows:

2.1.1 to ensure that the role of the Architect is undertaken in a collaborative spirit and that the design of the Development is consistent with the design intent of the Planning Application (acknowledging always that this shall be subject to any amendments or variations thereto permitted by way application made under section 96A of the Act); and

2.1.2 to ensure that any discharge of conditions

2.1.2.1 Condition 20 (Materials)

2.1.2.2 Condition 22 (Design of Residential Entrances)

2.1.2.3 Condition 23 (Secured by Design)

2.1.2.4 Condition 24 (Roof Apparatus)

2.1.2.5 Condition 34 (Hard and Soft Landscaping)

2.1.2.6 Condition 45 (Parapet Design (Block F))

imposed on the Planning Permission (or such varied number as may arise as a result of amendments made under section 96A of the Act) shall be accompanied by a letter from the

Architect confirming that in their view the details of such discharge are consistent with the design intent of the Planning Application.

TENTH SCHEDULE

Council's Covenants

The Council covenants with the Owner as follows:

1 Planning Permission

- 1.1 To grant the Planning Permission on the date hereof.

2 Financial Contributions

- 2.1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Owner and the Council shall agree in writing.
- 2.2 Subject to paragraph 1 of the Third Schedule to pay to the Owner within 28 days of the written request being made by the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed for expenditure in accordance with the provisions of this Deed within 10 years of the date of receipt by the Council of the payment or in the case of money paid in instalments within 10 years of the date of receipt by the Council of the last instalment of such payment together with any unspent and uncommitted interest actually accrued for the period from the date of payment to the date of refund.
- 2.3 To provide to the Owner with evidence as the Owner shall reasonably requires in writing in order to confirm the expenditure of the sums paid by the Owner under this Deed.

3 Discharge of Obligations

- 3.1 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been discharged.

ANNEX 1**AGREED MIX**

Tenure	1 Bed	2 Bed	3 Bed	4 Bed	5 Bed	Total
Low Cost Rent	18	12	26	6	1	63 (50%)
London Shared Ownership	24	19	18	1		62 (50%)
<i>Total affordable housing tenure by unit</i>						125 (49 %)
<i>Total affordable housing tenure by Habitable Room</i>						446 (56%)

ANNEX 2

REGISTERED PROVIDERS

- Hexagon Housing Association of 139 -151 Sydenham Road SE26 5HJ
- Hyde Housing Association of 30 Park Street, London, SE1 9EQ
- London and Quadrant Housing Association, One Kings Hall Mews, Lewisham, SE13 5DQ
- Moat Housing Group Ltd of Mariner House, Galleon Boulevard, Crossways, Dartford, Kent DA2 6QE
- Southern Housing Group, Fleet House, 59-61 Clerkenwell Road, London EC1M 51A
- Notting Hill Genesis following a merger, the full registered address is Bruce Kenrick House, 2 Killick Street, London, N1 9FL
- Home Group, 2 Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne NE12 8ET
- One Housing Group, 100 Chalk Farm Rd, Camden Town, London NW1 8EH Optivo, Grosvenor House, 125 High Street, Croydon, Surrey CR0 9XP
- Paragon Asra Housing Limited, Unit G.02.01, The Leathermarket, 11/13 Weston Street, London, SE1 3ER
- Peabody Trust, 45 Westminster Bridge Road, London, SE1 7JB

ANNEX 3

NOT USED

ANNEX 4

EDUCATION AND EMPLOYMENT TRAINING

NOTICE TO CONTRACTORS

As required by the Section 106 Deed between **[Name of Owner]** and the Royal Borough of Greenwich, in respect of the scheme known as development at **[Name of Development]** **[Name of Owner]** hereby confirms that it is fully committed to participating in Greenwich Local Labour and Business initiatives and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the development provides employment and business opportunities for the residents of Greenwich and London Thames Gateway area during the regeneration of the scheme known as development at **[Name of Development]**, all appointed contractors and sub-contractors on the development will be required to support this commitment and to assist in achieving these objectives. **[Name of Owner]** therefore hereby gives Notice that:

- (a) Greenwich Local Labour and Business (GLLaB) in collaboration with **[Name of Owner]** as primary agency working together for the recruitment of local people and local businesses and should be used as such;
- (b) **[Name of Owner]** and contractors will ensure that it and all its contractors and sub-contractors notify GLLaB and other agencies as appropriate of job vacancies as soon as vacancies occur;
- (c) **[Name of Owner]** and contractors will provide GLLaB with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and supplies and levels of workforce prior to the commencement of the scheme known as development at **[Name of Development]**;
- (d) **[Name of Owner]** and contractors are to monitor and record the number of local people and local businesses recruited from the area of the Royal Borough of Greenwich and the London Thames Gateway area engaged in the construction of the scheme known as development at **[Name of Development]**, and in the operation of their development. The returns (which will enable the Council to assess such recruitment) will be submitted to **[Name of Owner]** at not more than one month intervals;
- (e) **[Name of Owner]** is fully committed to ensuring equal opportunities for employment and training for people, and business. Contractors and sub-contractors are required to monitor and provide returns (where the information is divulged by the people recruited) showing a breakdown of the race and gender of people recruited to work on the construction of the Development known as **[Name of Development]** and are to contain details of any disabilities from which such people may suffer. The returns to be submitted on a monthly basis;
- (f) all contractors will be expected to submit an employment / training strategy showing how employment policies will be implemented and maintained prior to site start date. **[Name of Owner]** and its primary agencies will be able to assist with this; and
- (g) **[Name of Owner]** and contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
 - The Equality Act 2010;
 - Any relevant European obligations that apply; and
 - Codes and Regulations formulated under the above Acts and European obligations.

ANNEX 5

VIABILITY REVIEW FORMULAE

FORMULA 1b (Surplus profit available for additional on-site affordable housing)

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

Where:

A = Early Stage Review GDV (£)

B = Application Stage Breakeven GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Breakeven Build Costs (£)

P = $(A - B) * Y$

Y = Target Return (13.18%)

Notes:

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

(C – D) represents the change in Build Costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV.

FORMULA 2 (Additional affordable housing)

X = Additional [Low Cost Rent Housing] requirement (Habitable Rooms)

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

Y = Additional London Shared Ownership Housing requirement (Habitable Rooms)

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

Where:

A = Average Open Market Housing Value (£ per m²)

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being [●]m²

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

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (being 70% (seventy per cent))

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Shared Ownership Housing (being 30% (thirty per cent))

Notes:

(A – B) represents the difference in average value of market housing per m² and average value of Low Cost Rent Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of London Shared Ownership Housing per m² (£).

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

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

(E * F) ÷ (A – B) represents the additional Low Cost Rent Housing requirement (m²).

(E * G) ÷ (A – C) represents the additional Intermediate Housing requirement (m²).

FORMULA 3 (Surplus profit available for affordable housing contribution)

X = Late Stage Review Contribution

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

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

- Application Stage Breakeven GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 2 (Part 1) of the Fifth schedule; or
- Early Stage Review GDV (£) as determined by the Council pursuant to paragraph 3.4 (Part 1) of Fifth Schedule, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 2 the Fifth Schedule

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

- Application Stage Breakeven Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 2 (Part 1) of the Fifth Schedule; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph 3.4 (Part 1) of the Fifth Schedule, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 2 of the Fifth Schedule

P = (A + B - C) * Y

Y = Target Return (%)

Notes:

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

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

P represents developer profit on change in GDV.

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

FORMULA 4

X = Late Stage Review Cap

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

Where:

A = Average Open Market Housing Value (£)

B = Average Low Cost Rent Housing Value (£)

C = Average Intermediate Housing Value (£)

D = [●]¹ m², being the average Habitable Room size for the Development

E =

- [●]² Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.4 (Part 1) of the Fifth Schedule; or
- [●]³ Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.4 (Part 1) of the Fifth Schedule,

being the shortfall in Low Cost Rent Housing (by Habitable Room) when comparing the difference between with the application stage Affordable Housing Units and the Affordable Housing Cap.

F =

- [●]⁴ Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.4 (Part 1) of the Fifth Schedule; or
- [●]⁵ Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.4 (Part 1) of the Fifth Schedule,

being the shortfall in Intermediate Housing (by Habitable Room) when comparing the difference between with the application stage Affordable Housing Units and the Affordable Housing Cap.

¹ Insert figure.

² Insert figure for the shortfall at application stage in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

³ To be determined following the Early Stage Review where additional Low Cost Rent Housing was provided as part of the Early Stage Review.

⁴ Insert figure for the shortfall at application stage in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

⁵ To be determined following the Early Stage Review where additional Intermediate Housing was provided as part of the Early Stage Review.

ANNEX 6**RENEWABLES MONITORING AGREEMENT****Renewables Monitoring Agreement**

Application: 22/1116/F. Development: Brookhill Estate.

Condition No. [XX] – Renewable Monitoring

The renewable/low carbon technology consists of [insert capacity/size/type of the technology XXX].

In order to prove the effectiveness of the renewable /low carbon technology installation in reducing carbon emissions, it will be necessary to monitor the following meters:

- 1) The kWh of renewable/low carbon energy (gas and/or electricity) generated from the technology
- 2) The kWh of renewable/ low carbon (gas and/or electricity) exported to the grid (export meter), if available
- 3) The kWh of gas consumption recorded by each gas meter
- 4) The kWh of electricity consumption recorded by each electricity meter

In order to identify the performance and/or efficiency of the renewable/low-carbon energy equipment, and to confirm the predicted carbon reductions delivered by them, and to enable the effective longitudinal maintenance and operation of the equipment, it is necessary to use AMR GPRS smart meters and/or dataloggers to monitor and transmit the following data in half-hour granulation:

1. The kWh of PV generation.
2. The kWh of ASHP heat generation.

The kWh of combined ASHP electrical parasitic load(s).

Annual reports are to be provided to the Council's Sustainability Team (sustainability@royalgreenwich.gov.uk). All consumption and generation figures will be presented in kilowatt hours (KWh).

This agreement shall start on the renewable/low carbon technology commissioning date and shall remain in force for a period of 5 years.

Source	Total Proposed/ Size (KW)**	Annual Predicted Energy Generated (kWh/yr)*	Active (KWh) as at [date]	Annual Output (KWh) for 1st year	Annual Output (KWh) for 2nd year	Annual Output (KWh) for 3rd year	Annual Output (KWh) for 4th year	Annual Output (KWh) for 5th year
Solar Thermal Panels								
Solar Photovoltaic panels								
Wind turbines								
Ground Source Heat Pump (GSHP)								
Air Source Heat Pumps (ASHPs)								
Combined Heat & Power (CHP)								
Other								
Total								

*Based on approved energy statement at pre-occupation

** In particular, for solar PV size should be in kWp, for CHP kWthermal and kWelectrical

Signed by:

Date:

ANNEX 7 – VIABILITY APPRAISAL

Brookhill Estate
Viable Appraisal
Not a valuation

Development Appraisal
ULL Property
March 22, 2023

APPRAISAL SUMMARY**ULL PROPERTY**

Brookhill Estate
Viable Appraisal
Not a valuation

Appraisal Summary for Merged Phases 1 2

Currency in £

REVENUE

Sales Valuation	Units	ft	Sales Rate ft²	Unit Price	Gross Sales
P1 - Affordable Rented	1	25,284	213.54	5,399,037	5,399,037
P1 - Private Sale	1	41,312	654.77	27,050,000	27,050,000
P1 - Reprovision - Affordable Rented	1	27,588	144.01	3,972,949	3,972,949
P1 - Reprovision - Shared Ownership	1	16,587	264.23	4,382,778	4,382,778
P1 - Reprovision - Freeholders	1	9,688	337.53	3,270,000	3,270,000
P1 - Shared Ownership	1	2,153	405.64	873,333	873,333
P2 - Affordable Rented	1	4,715	149.45	704,673	704,673
P2 - Shared Ownership	1	32,356	473.13	15,308,667	15,308,667
P2 - Private Sale	<u>1</u>	<u>42,593</u>	669.36	28,510,000	<u>28,510,000</u>
Totals	9	202,276			89,471,437

Additional Revenue

Grant Funding - Phase 1	10,691,899	
Grant Funding - Phase 2	3,543,126	
		14,235,025

NET REALISATION

103,706,462

OUTLAY**ACQUISITION COSTS**

Residualised Price (Negative land)	(122)	(122)
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CONSTRUCTION COSTS**Construction**

	ft	Build Rate ft²	Cost
P1 - Construction	146,329	285.61	41,792,794
P2 - Construction	<u>95,073</u>	285.61	<u>27,153,758</u>
Totals	241,402 ft²		68,946,552

Contingency	5.00%	3,447,328
Buy-back & compensation costs		9,404,383
CIL		1,182,340
		14,034,051

PROFESSIONAL FEES

Professional Fees	6.00%	2,507,568
Professional Fees	6.00%	1,629,225

APPRAISAL SUMMARY**ULL PROPERTY****Brookhill Estate****Viable Appraisal****Not a valuation**

4,136,793

MARKETING & LETTING

Marketing

750,000

750,000

DISPOSAL FEES

Sales Agent Fee

1.00%

785,214

Sales Legal Fee

0.50%

392,607

1,177,822

TOTAL COSTS BEFORE FINANCE**89,045,096****FINANCE**

Debit Rate 5.50%, Credit Rate 0.00% (Nominal)

Total Finance Cost

2,869,031

TOTAL COSTS**91,914,127****PROFIT****11,792,335****Performance Measures**

Profit on Cost%

12.83%

Profit on GDV%

13.18%

CASH FLOW REVENUE AND COST SUMMARY**ULL PROPERTY**

Brookhill Estate
Viable Appraisal
Not a valuation

Heading	%	Total	At Date	To Date
Phase1 : Phase 1				
Grant Funding - Phase 1		10,691,899	Sep 2023	Sep 2023
Sale - P1 - Affordable Rented		5,399,037	Sep 2023	Oct 2025
Sale - P1 - Private Sale		27,050,000	Nov 2025	Apr 2026
Sale - P1 - Reprovision - Affordable Rented		3,972,949	Sep 2023	Oct 2025
Sale - P1 - Reprovision - Shared Ownership		4,382,778	Sep 2023	Oct 2025
Sale - P1 - Shared Ownership		873,333	Sep 2023	Oct 2025
Sale - P1 - Reprovision - Freeholders		3,270,000	Jan 2026	Jan 2026
Sales Agent Fee	1.00%	(347,028)	Sep 2023	Apr 2026
Sales Legal Fee	0.50%	(173,514)	Sep 2023	Apr 2026
Residualised Price		122	Mar 2023	Mar 2023
Con. - P1 - Construction		(41,792,794)	Sep 2023	Oct 2025
Contingency	5.00%	(2,089,640)	Sep 2023	Oct 2025
Buy-back & compensation costs		(9,404,383)	Sep 2023	Sep 2023
CIL		(1,182,340)	Sep 2023	Feb 2025
Professional Fees	6.00%	(2,507,568)	Sep 2023	Oct 2025
Marketing		(375,000)	Nov 2025	Nov 2025
Phase2 : Phase 2				
Grant Funding - Phase 2		3,543,126	Mar 2026	Mar 2026
Sale - P2 - Affordable Rented		704,673	Mar 2026	Dec 2027
Sale - P2 - Shared Ownership		15,308,667	Mar 2026	Dec 2027
Sale - P2 - Private Sale		28,510,000	Jan 2028	Jun 2028
Sales Agent Fee	1.00%	(438,187)	Mar 2026	Jun 2028
Sales Legal Fee	0.50%	(219,093)	Mar 2026	Jun 2028
Con. - P2 - Construction		(27,153,758)	Mar 2026	Dec 2027
Contingency	5.00%	(1,357,688)	Mar 2026	Dec 2027
Professional Fees	6.00%	(1,629,225)	Mar 2026	Dec 2027
Marketing		(375,000)	Jan 2028	Jan 2028

CASH FLOW REVENUE AND COST SUMMARY

ULL PROPERTY

Brookhill Estate
Viable Appraisal
Not a valuation

Distribution

Single

Custom (Editor)

Custom (Editor)

Custom (Editor)

Custom (Editor)

Custom (Editor)

Single

Related: Sale - P1 - Private Sale to Purchaser's Costs

Related: Sale - P1 - Private Sale to Purchaser's Costs

Single

S-Curve

Related: Con. - P1 - Construction

Single

Custom (Editor)

Related: Con. - P1 - Construction to Other Construction Costs

Single

Single

Custom (Editor)

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Related: Sale - P2 - Shared Ownership to Purchaser's Costs

Related: Sale - P2 - Shared Ownership to Purchaser's Costs

S-Curve

Related: Con. - P2 - Construction

Related: Con. - P2 - Construction to Other Construction Costs

Single

TIMESCALE AND PHASING CHART

ULL PROPERTY

Brookhill Estate
Viable Appraisal
Not a valuation

Project Timescale	
Project Start Date	Mar 2023
Project End Date	Jun 2028
Project Duration (Inc Exit Peric	64 months

All Phases

	Start Date	Duration	End Date	Mar 23	Mar 28
Project	Mar 2023	64	Jun 2028		
Purchase	Mar 2023	0 Month(s)			
Pre-Construction	Mar 2023	36	Feb 2026		
Construction	Sep 2023	52	Dec 2027		
Post Development	Nov 2025	0 Month(s)			
Letting	Nov 2025	0 Month(s)			
Income Flow	Nov 2025	0 Month(s)			
Sale	Nov 2025	32	Jun 2028		
Cash Activity	Mar 2023	64	Jun 2028		
				1	61

1. Phase 1

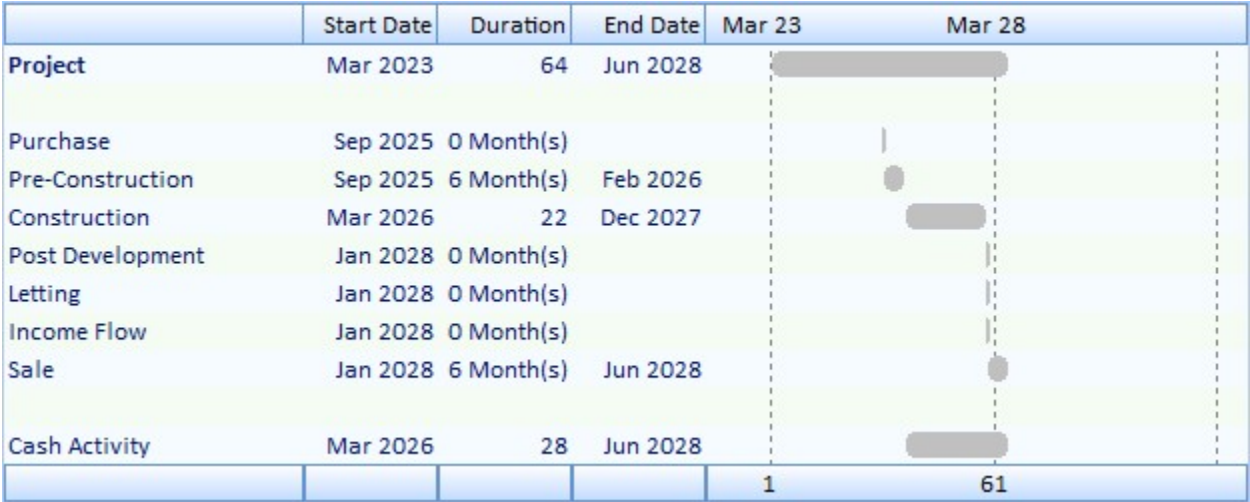
	Start Date	Duration	End Date	Mar 23	Mar 28
Project	Mar 2023	64	Jun 2028		
Purchase	Mar 2023	0 Month(s)			
Pre-Construction	Mar 2023	6 Month(s)	Aug 2023		
Construction	Sep 2023	26	Oct 2025		
Post Development	Nov 2025	0 Month(s)			
Letting	Nov 2025	0 Month(s)			
Income Flow	Nov 2025	0 Month(s)			
Sale	Nov 2025	6 Month(s)	Apr 2026		
Cash Activity	Mar 2023	38	Apr 2026		
				1	61

TIMESCALE AND PHASING CHART

ULL PROPERTY

Brookhill Estate
Viable Appraisal
Not a valuation

2. Phase 2



ANNEX 8 – CONFIRMATORY DEED

ANNEX [X]
FORM OF S106 CONFIRMATORY DEED

DATED _____ **20[]**

(1) ROYAL BOROUGH OF GREENWICH

(2) [X]

() []

CONFIRMATORY DEED OF AGREEMENT
made pursuant to Section 106 of the Town and Country Planning
Act 1990
and other enabling powers

Re: [X]

Planning Permission ref: [X]

THIS CONFIRMATORY DEED is made on []

BETWEEN:-

- (1) **ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street Woolwich, London SE18 6PW ("**the Council**") acting in its capacity as the local planning authority and which expression shall include any successor local planning authority exercising planning powers under the Act;
- (2) **[X] Company No X** whose registered office is at X ("**the First Covenanting Party**");
- (3) []

WHEREAS:-

- (A) On [●] the Principal Deed (as defined within this S106 Confirmatory Deed) was entered into between (1) the Council, (2) the First Covenanting Party and (3) [●] pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers to bind the Land to the obligations contained in the Principal Deed.
- (B) This S106 Confirmatory Deed relates to the Covenanting Party's acquisition of interest(s) *[and reference to other interest holders to be inserted]* in the Bound Land (the details of which are set out in the Schedule).
- (C) Clause [X] of the Principal Deed requires that the Covenanting Party acquiring any freehold or leasehold interests in the Land (which includes the Bound Land) the Covenanting Party and the Council together with *[reference to other interest holders to be inserted]* will following acquisition enter into a further deed so as to make the obligations contained the Principal Deed binding on and enforceable against such further interest(s) as planning obligations under section 106 of the Act (insofar as they are relevant and applicable to the Bound Land and its development in accordance with the Planning Permission *[and/or any relevant Section 73 Permission]* and remain to be complied with).
- (D) The Council enters into this S106 Confirmatory Deed only as the local planning authority for the area within which the Bound Land is situated and by whom the obligations contained in the Principal Deed are enforceable.
- (E) This S106 Confirmatory Deed is entered into under Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other relevant enabling powers pursuant to Clause 15 of the Principal Deed in respect of the Bound Land.
- (F) The parties to this S106 Confirmatory Deed wish to secure the obligations and restrictions contained herein and are satisfied, for the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and are reasonable in all other respects and as such enforceable by the Council.

IT IS AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 Save where provided otherwise all words, phrases and expressions used in this S106 Confirmatory Deed shall have the same meaning assigned in the Principal Deed.
- 1.2 For the purposes of this S106 Confirmatory Deed the following words and expressions have the following meanings:-

"Bound Land"	means the land under title number(s) [●] at the Land Registry of which the details are set out in the Schedule to this S106 Confirmatory Deed and shown edged [red] on the plan annexed to this S106 Confirmatory Deed (which forms part of the Land)
"Principal Deed"	means the agreement dated [●] between (1) the Council, (2) the First Covenanting Party and (3) [●] entered into pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers (including any subsequent deeds of modification at the date of this S106 Confirmatory Deed if any)
"Covenanting Party"	means the First Covenanting Party [and <i>any other covenanting parties to be inserted</i>]

2 OPERATION OF S106 CONFIRMATORY DEED

2.1 This S106 Confirmatory Deed and the obligations contained in it are:

- 2.1.1 made pursuant to section 106 of the Act as planning obligations;
- 2.1.2 to the extent that any of the obligations contained in the S106 Confirmatory Deed are not planning obligations within the meaning of Section 106 of the Act, they are entered into pursuant to the powers contained in Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers so enabling; and
- 2.1.3 enforceable by the Council as the local planning authority against the Covenanting Party and persons deriving title to the Bound Land them (insofar as the obligations and other provisions are relevant and applicable to the Bound Land and its development in accordance with the Planning Permission [*and/or any relevant Section 73 Permission*] and remain to be complied with);

2.2 The Council and the Covenanting Party agree that the following obligations and other provisions contained in the Principal Deed shall continue in full force and effect and shall apply in respect of this S106 Confirmatory Deed (with any necessary consequential amendments):

- 2.2.1 Clauses [X]; and
- 2.2.2 The Schedules and Annexes.

3 THE COVENANTING PARTY'S OBLIGATIONS

3.1 The Covenanting Party hereby covenants agrees and undertakes (for itself and its successors in title to the Bound Land) that its interests in the Bound Land shall be bound by the obligations and other provisions of the Principal Deed so that such obligations and other provisions shall be enforceable against the Covenanting Party and persons deriving title to the Bound Land through them as if the Covenanting Party were a party to the Principal Deed as the owner of the Bound Land (subject to the same terms and conditions set out in the Principal Deed including any clauses that limit or release the liability of any person in the Principal Deed) insofar as such obligations and other provisions remain to be complied with in accordance with the Principal Deed which are expressed to bind and be enforceable against the whole or any part of the Land which includes the Bound Land or the part of the Development to be accommodated or located on the Bound Land.

- 3.2 For the avoidance of doubt, from the date of this S106 Confirmatory Deed any references in the relevant obligations and other provisions in the Principal Deed to the "Owner" shall be read to the extent required in accordance with this S106 Confirmatory Deed as including references to the Covenantee Party.

4 THE COUNCIL'S COVENANTS

The Council as local planning authority covenants with the Covenantee Party in respect of the Bound Land that in so far as the same have not already been discharged to comply with and perform the obligations, covenants and undertakings on its part contained in [X] Schedule of the Principal Deed.

5 MORTGAGEE

- 5.1 It is acknowledged and declared that this S106 Confirmatory Deed has been entered into by the Covenantee Party with the intent that the obligations in it shall be binding on the Bound Land and that the security of any mortgage/charge over the Bound Land shall take effect subject to this S106 Confirmatory Deed provided that any mortgagee/chargee shall only be liable for any breach if it takes possession of the Bound Land and shall not be liable for any pre-existing breach.

6 REGISTRATION

This S106 Confirmatory Deed is a local land charge and shall be registered as such by the Council.

7 RELEASE

No person shall be liable for any breach of the covenants restrictions or obligations contained in this S106 Confirmatory Deed relating to the whole or any part of the Bound Land occurring after it has parted with its interest in the whole or that part of the Bound Land but without prejudice to the liability of such person for any breach in relation to the whole or that part occurring prior to its parting with such interest.

8 MISCELLANEOUS PROVISIONS

The Covenantee Party shall pay to the Council on completion of this S106 Confirmatory Deed their reasonable legal costs incurred in the negotiation preparation and execution of this S106 Confirmatory Deed.

9 JURISDICTION

- 9.1 This S106 Confirmatory Deed including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.
- 9.2 The Parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this S106 Confirmatory Deed or its subject matter or formation (including non-contractual disputes and claims).

SCHEDULE 1

PLAN OF THE BOUND LAND

[]

SCHEDULE 2

**DETAILS OF INTERESTS IN THE BOUND LAND ACQUIRED
AND TO WHICH THIS S106 CONFIRMATORY DEED RELATES**

[]

IN WITNESS whereof these presents have been executed by the parties hereto as a **DEED** and delivered on the day and year first before written.

[Signature blocks to be inserted]

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written.

EXECUTED as a DEED by)
HYDE HOUSING ASSOCIATION LIMITED)
acting by a Director in the presence of:)

Director

Witness Signatur

Name: Zoe Ollerearnshaw
Address: 30 Park St London
Occupation: Company Secretary

0010152

EXECUTED AS A DEED as)
the Common Seal of)
ROYAL BOROUGH OF GREENWICH)
was hereunto affixed in the presence of:)



Seal ID: 22886

Authorised Signatory