

**SCHEDULE 2**  
**DRAFT PLANNING PERMISSION**

# GREATER LONDON AUTHORITY

## Good Growth

**Mr Nick Alston**  
Avison Young  
65 Gresham Street  
London  
EC2V 7NQ

**GLA ref:** GLA/4795/03  
**LB Richmond ref:** 19/0510/FUL  
**Date:** \*\*\*DRAFT\*\*\*

Dear Mr Alston,

**Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008**

**Site:** Homebase, 84 Manor Road, Richmond, London, TW9 1YB

**GLA reference:** GLA/4795/03

**LB Richmond reference:** 19/0510/FUL

**Applicant:** Avanton Richmond Developments Limited

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**GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED TBC**

The Mayor of London, acting as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

*"Demolition of existing buildings and structures and comprehensive phased residential-led redevelopment to provide 453 residential units (of which 173 units will be affordable), flexible retail, community and office uses, provision of car and cycle parking, landscaping, public and private open spaces and all other necessary enabling works."*

At: Land including Homebase, 84 Manor Road, Richmond, London, TW9 1YB within the London Borough of Richmond.

**Subject to the following planning conditions and informatives:**

**Conditions**

**1. Expiration of Planning Permission**

The development to which this permission relates shall begin no later than the expiration of 3 years from the date of this planning permission.

REASON: To comply with Section 92 of the Town & Country Planning Act 1990 (As Amended).

## **2. Approved Drawings and Documents**

The development hereby permitted shall be carried out in accordance with the following approved plans and documents:

### **Demolition plans**

Site plan demolition drawing: MNR AA ALL ZZ DR A 1500 R4  
Ground floor existing demolition drawing: MNR AA ALL GF DR A 1501 R3  
Mezzanine floor existing demolition drawing: MNR AA ALL M1 DR A 1502 R3  
Sections existing demolition drawing: MNR AA ALL ZZ DR A 1503 R3  
Elevations existing demolition drawing: MNR AA ALL ZZ DR A 1504 R3

### **Proposed drawings**

#### **General arrangement plans**

Basement plan -MNR AA ALL B1 DR A 1999 R23  
Ground floor plan - MNR AA ALL GF DR A 2000 R40  
First floor plan -MNR AA ALL 01 DR A 2001 R33  
Second floor plan -MNR AA ALL 02 DR A 2002 R29  
Third floor plan -MNR AA ALL 03 DR A 2003 R28  
Fourth floor plan -MNR AA ALL 04 DR A 2004 R29  
Fifth floor plan -MNR AA ALL 05 DR A 2005 R28  
Sixth floor plan -MNR AA ALL 06 DR A 2006 R28  
Seventh floor plan -MNR AA ALL 07 DR A 2007 R27  
Eighth floor plan -MNR AA ALL 08 DR A 2008 R26  
Ninth floor plan - MNR AA ALL 09 DR A 2009 R26  
Tenth floor plan -MNR AA ALL 10 DR A 2010 R16  
Roof plan - MNR AA ALL 11 DR A 2011 R32  
Phases 1-4 Phasing plan -MNR-AA-ALL-GF-DR-A-2101 R9  
Affordable housing plan -MNR-AA-ALL-10-DR-A-2110 R7

#### **Block A**

Core A – Ground floor plan - MNR AA BA1 01 DR A 2100 R26  
Core A – First floor plan - MNR AA BA1 01 DR A 2101 R20  
Core A – Second floor plan - MNR AA BA1 02 DR A 2102 R19  
Core A – Third floor plan - MNR AA BA1 03 DR A 2103 R19  
Core A – Fourth floor plan - MNR AA BA1 04 DR A 2104 R20  
Core A – Fifth floor plan - MNR AA BA1 05 DR A 2105 R19  
Core A – Sixth floor plan - MNR AA BA1 06 DR A 2106 R19  
Core A – Seventh floor plan - MNR AA BA1 07 DR A 2107 R19  
Core A – Roof plan - MNR AA BA1 08 DR A 2108 R19  
Cores B, C, D – Basement plan - MNR AA BA2 B DR A 2199 R19  
Cores B, C, D – Ground floor plan - MNR AA BA2 GF DR A 2200 R26  
Cores B, C, D – First floor plan - MNR AA BA2 01 DR A 2201 R21  
Cores B, C, D – Second floor plan - MNR AA BA2 02 DR A 2202 R20  
Cores B, C, D – Third floor plan - MNR AA BA2 03 DR A 2203 R20  
Cores B, C, D – Fourth floor plan - MNR AA BA2 04 DR A 2204 R19  
Cores B, C, D – Fifth floor plan - MNR AA BA2 05 DR A 2205 R19  
Cores B, C, D – Sixth floor plan - MNR AA BA2 06 DR A 2206 R19  
Cores B, C, D – Seventh floor plan - MNR AA BA2 07 DR A 2207 R19  
Cores B, C, D – Eighth floor plan - MNR AA BA2 08 DR A 2208 R18

## **Block B**

Core A – Ground floor plan - MNR AA BB1 GF DR A 2300 R25  
Core A – First floor plan - MNR AA BB1 01 DR A 2301 R23  
Core A – Second floor plan - MNR AA BB1 02 DR A 2302 R20  
Core A – Third floor plan - MNR AA BB1 03 DR A 2303 R20  
Core A – Fourth floor plan - MNR AA BB1 04 DR A 2304 R20  
Core A – Fifth floor plan - MNR AA BB1 05 DR A 2305 R20  
Core A – Sixth floor plan -MNR AA BB1 06 DR A 2306 R20  
Core A – Seventh floor plan - MNR AA BB1 07 DR A 2307 R20  
Core A – Eighth floor plan - MNR AA BB1 08 DR A 2308 R20  
Core A – Ninth floor plan - MNR AA BB1 09 DR A 2309 R20  
Core A – Tenth floor plan - MNR AA BB1 10 DR A 2310 R20  
Core A – Roof plan - MNR AA BB1 11 DR A 2311 R12

## **Block C**

Cores A & B – Ground floor plan - MNR AA BC1 GF DR A 2400 R29  
Cores A & B – First floor plan - MNR AA BC1 01 DR A 2401 R25  
Cores A & B – Second floor plan - MNR AA BC1 02 DR A 2402 R22  
Cores A & B – Third floor plan - MNR AA BC1 03 DR A 2403 R22  
Cores A & B – Fourth floor plan - MNR AA BC1 04 DR A 2404 R22  
Cores A & B – Fifth floor plan - MNR AA BC1 05 DR A 2405 R22  
Cores A & B – Sixth floor plan - MNR AA BC1 06 DR A 2406 R22  
Cores A & B – Seventh floor plan - MNR AA BC1 07 DR A 2407 R22  
Cores A & B – Eighth floor plan - MNR AA BC1 08 DR A 2408 R22  
Cores A & B – Ninth floor plan - MNR AA BC1 09 DR A 2409 R14  
Cores A & B – Roof plan -MNR AA BC1 10 DR A 2410 R13

## **Block D**

Cores A & B – Ground floor plan - MNR AA BD1 GF DR A 2500 R26  
Cores A & B – First floor plan - MNR AA BD1 01 DR A 2501 R22  
Cores A & B – Second floor plan - MNR AA BD1 02 DR A 2502 R21  
Cores A & B – Third floor plan - MNR AA BD1 03 DR A 2503 R21  
Cores A & B – Fourth floor plan - MNR AA BD1 04 DR A 2504 R20  
Cores A & B – Fifth floor plan - MNR AA BD1 05 DR A 2505 R20  
Cores A & B – Sixth floor plan - MNR AA BD1 06 DR A 2506 R20  
Cores A & B – Seventh floor plan - MNR AA BD1 07 DR A 2507 R19  
Cores A & B – Roof plan - MNR AA BD1 08 DR A 2508 R18

## **Elevations and sections**

Proposed site sections - MNR AA ALL ZZ DR A 3000 R10  
Elevation AA – Manor Road - MNR AA ALL ZZ DR A 4000 R8  
Block A elevations - MNR AA BLA ZZ DR A 4100 R14  
Block A elevations - MNR AA BLA ZZ DR A 4101 R14  
Block A elevations - MNR AA BLA ZZ DR A 4102 R15  
Block A elevations - MNR AA BLA ZZ DR A 4103 R14  
Block A elevations - MNR AA BLA ZZ DR A 4104 R14  
Block A elevations - MNR AA BLA ZZ DR A 4105 R13  
Block A elevations - MNR AA BLA ZZ DR A 4106 R12  
Block A elevations - MNR AA BLA ZZ DR A 4107 R12  
Block B elevations - MNR AA BLB ZZ DR A 4200 R12  
Block B elevations - MNR AA BLB ZZ DR A 4201 R12  
Block B elevations - MNR AA BLB ZZ DR A 4202 R12

Block B elevations - MNR AA BLB ZZ DR A 4203 R12  
Block C elevations - MNR AA BLC ZZ DR A 4300 R15  
Block C elevations - MNR AA BLC ZZ DR A 4301 R14  
Block C elevations - MNR AA BLC ZZ DR A 4302 R15  
Block C elevations - MNR AA BLC ZZ DR A 4303 R15  
Block C elevations - MNR AA BLC ZZ DR A 4304 R13  
Block C elevations - MNR AA BLC ZZ DR A 4305 R14  
Block D elevations - MNR AA BLD ZZ DR A 4400 R12  
Block D elevations - MNR AA BLD ZZ DR A 4401 R12  
Block D elevations - MNR AA BLD ZZ DR A 4402 R11  
Block D elevations - MNR AA BLD ZZ DR A 4403 R11  
Block D elevations - MNR AA BLD ZZ DR A 4404 R11  
Block D elevations - MNR AA BLD ZZ DR A 4405 R10

### **Landscape drawings**

Landscape general arrangement - P11559-00-001-100-19  
Landscape roof plan - P11559-00-001-101-09  
Typical tree pit details -P11559-00-001-400-02

### **Supporting documents**

Design and Access Statement (February 2019)  
Heritage Statement (February 2019)  
Townscape and Visual Impact Appraisal (February 2019)  
Townscape and Visual Impact Appraisal Addendum V2 (May 2019)  
Arboricultural Appraisal and Implications Assessment (December 2022)  
Health Impact Assessment (May 2019)  
Area Schedule: MNR AA ALL ZZ SC A 7010 P18  
Revised Geoenvironmental & Geotechnical Preliminary Risk Assessment R1.6 (July 2020)  
Design and Access Statement Architectural Addendum A3004 (July 2020)  
Design and Access Statement Architectural Addendum (November 2021)  
Design and Access Statement Architectural Addendum (September 2023)  
Design and Access Statement Landscaping Addendum 02 (July 2020)  
Design and Access Statement Landscaping Addendum 03 (July 2020)  
Design and Access Statement Landscaping Addendum 04 (September 2023)  
Updated Flood Risk Assessment (March 2023)  
Addendum Flood Risk Assessment (August 2023)  
Drainage Strategy (June 2023)  
Flood Evacuation and Management Plan (March 2023)  
Sequential Test (November 2022)  
Hydrological and Hydraulic Modelling Report (March 2023)  
Basement Screening and Impact Assessment (February 2023)  
LLFA Technical Note 1: Model Review and Response to LLFA (July 2023)  
Addendum Arboricultural Report ha/an2/mr/2020 (December 2022)  
Revised Circular Economy Statement (May 2023)  
Revised Construction Environmental Management Plan (February 2023)  
Health Impact Assessment Addendum (July 2020)  
Health Impact Assessment Addendum (May 2023)  
Heritage Statement Addendum (July 2020)  
Revised Daylight Sunlight Report v2 (July 2020)  
Internal Daylight and Sunlight Report (BRE Guidance 2022) (April 2023)  
Daylight Sunlight Addendum Letter (September 2023)  
Planning Statement Addendum (July 2020)  
Planning Statement Addendum (November 2021)  
Planning Statement Addendum (September 2023)

Revised Air Quality Assessment Rev 01 (July 2020)  
Air Quality Assessment Addendum (February 2023)  
Revised Commercial Travel Plan 11205-005-06 (November 2021)  
Revised Energy Strategy (May 2023)  
Revised Fire Safety Statement (May 2023)  
Revised Lighting Design Strategy Rev 12 (July 2020)  
Revised Noise Vibration Impact Assessment Rev 09 (May 2023)  
Revised Residential Travel Plan 11205-004-06 (November 2021)  
Revised Servicing and Delivery Management Plan 11205-003-08 (July 2020)  
Revised Sustainability Strategy (May 2023)  
Revised Transport Assessment 11566/001/03 (July 2020)  
Transport Assessment Addendum (April 2021)  
Transport Assessment Addendum (November 2021)  
Transport Assessment Addendum (August 2023)  
Revised Utilities Statement Rev P7 (July 2020)  
Revised Waste Management Strategy Addendum Issue 3.0 (July 2020)  
Revised Waste Management Strategy Addendum (November 2021)  
Revised Waste Management Strategy Addendum (August 2023)  
Revised Wind Microclimate Assessment Rev E (July 2020)  
Townscape and Visual Impact Appraisal Addendum 03 (July 2020)  
Townscape and Visual Impact Appraisal Addendum 04 (September 2023)  
Revised Whole Life Carbon Assessment (May 2023)  
Digital Connectivity Note (November 2021)  
Ecological Impact Assessment (including Biodiversity Net Gain Assessment) (May 2023)

REASON: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed.

### **3. Development Phasing**

The development shall not be implemented other than in accordance with the phasing plans as outlined in drawings Phase 0 Phasing plan MNR-AA-ALL-GF-DR-A-2100-R6. In response to the phasing of the development and the outcome that the development will be partially implemented and occupied whilst construction still takes place elsewhere on the site, if temporary measures are required on the following matters (which are dealt with via other conditions contained on this decision notice), these must be submitted to and approved in writing as part of that relevant condition prior to the commencement of that phase of development. The development shall not be implemented or occupied other than in accordance with the approved details:

- a. Biodiversity
- b. Car parking and disabled car parking
- c. Electric vehicle charging points
- d. Cycling parking
- e. Delivery and servicing plan
- f. Fire Strategy
- g. Hard and Soft landscaping – including tree planting and pedestrian, cycle and vehicle access
- h. Playspace
- i. Refuse and recycling
- j. Waste management plan

REASON: To accord with the terms of the application and to ensure the appropriate delivery of the affordable housing hereby approved and a satisfactory form of development.

#### **4. Approval of Materials and details**

No above ground works shall take place in any phase of the development until details and materials to be used in that phase have been submitted to and approved in writing by the Local Planning Authority. This detail shall include the following:

- a. Samples of bricks, mortar and pointing, joints and cladding and any other external elevational treatment, (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority) and the samples shall be retained on site until the details are approved.
- b. External windows, communal entrances, duplex entrances, doors, screen, louvres and balustrading (annotated plans at a scale of not less than 1:10 unless otherwise agreed in writing with the Local Planning Authority) The details shall, where necessary, reflect any mitigation measures necessary to ensure acceptable wind and microclimate conditions);
- c. Cross section through façade and typical bay showing depth of window reveals, frames, cills, headers, colonnades and soffits (annotated plans at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority).
- d. Shop fronts, entrances and openings (annotated plans / sections at a scale of not less than 1:20 unless otherwise agreed in writing with the Local Planning Authority) showing window reveals, frames, fascias, cills and headers)
- e. Surface materials for car parking areas, pedestrian and cycle routes, accesses, shared space and associated circulation spaces;
- f. Rooftop plant and boundary treatment
- g. Gates, railing and other forms of enclosure
- h. Details of how the materials will integrate with other phases of development. Such details must demonstrate compatibility with the approved drawings. Thereafter the development shall not be constructed other than in accordance with the approved materials.

REASON: To ensure a satisfactory standard of external appearance, in accordance with Richmond Local Plan Policy LP1 and London Plan Policies D3, D4, D5, D8 and D9.

#### **5. Air Quality**

Prior to the commencement of each phase of development, an Air Quality Positive Statement (AQPS) shall be submitted to and approved in writing by the Local Planning Authority. The AQPS shall set out measures that can be implemented across the phase that improve local air quality as part of an air quality positive approach, in line with the latest GLA Air Quality Positive Guidance. The measures set out with the AQPS for each phase shall be implemented in accordance with the details so approved, and thereafter retained, unless otherwise agreed in writing by the local planning authority.

REASON: To protect and improve local air quality. This condition is required to be pre commencement to ensure that these matters are considered at an early stage of the construction design process.

#### **6. Biodiversity**

Prior to the occupation of each phase of development hereby permitted, a Habitat and Ecological Management Plan (covering a period of at least five years) for that phase of development shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall include:

- a) No Net Loss and Net Gain calculations, which shall be in accordance with BS42020:2013
- b) The recommendations and wildlife enhancements as per the Tyler Grange

Preliminary Ecological Appraisal and Preliminary Bat Roost Assessment (pages 18 - 19 of the report dated 13th February 2019)

- c) Details of the enhancements (where relevant) to include specifications, location, positions, aspect, height etc
- d) Details of any further surveys as per page 19 of the Tyler Grange Preliminary Ecological Appraisal
- e) Timetable for implementation
- f) Details of the long-term ecological objectives, maintenance schedules, management and monitoring
- g) How the Habitat Management Plan integrates with other phases of development within the site.
- h) The Net loss and gain calculations need to be supported with a management plan for 30 years.

The development shall not be occupied until the approved scheme for the relevant phase is implemented in full and shall thereafter be retained.

REASON: To preserve the ecological value of the site hereby approved

#### **7. BREEAM (non-residential uses) – Excellent**

1. Prior to the commencement of the commercial units, a Design Stage Assessment (under BREEAM or such national measure of sustainability for design that replaces that scheme) shall be carried out and a copy of the summary score sheet and interim BREEAM Certificate submitted to and approved in writing by the Local Planning Authority. The assessment shall include measures to be undertaken to achieve a rating of BREEAM Excellent.

2. Within 3 months of first occupation of the relevant building, a copy of the summary score sheet and Post-Construction Review Certificate (under BREEAM) shall be submitted to, and approved in writing by, the Local Planning Authority, verifying that BREEAM 'Excellent' has been achieved. This assessment will be produced post-occupancy, to allow time for collation of accurate evidence, and for the 2-month review and comment period by the BRE.

REASON: In the interests of addressing climate change, secure sustainable development, and comply with Richmond Local Plan Policy LP22 and London Plan Policy SI 2.

#### **8. Car Parking Management Plan**

Prior to the first occupation of the development, a site wide Car Parking Management Plan shall be submitted to and approved in writing by the Local Planning Authority, and must include at least the following details:

- i. The proposed allocation of and management arrangements for the Blue Badge parking spaces (including the location of the additional 7% of disabled persons parking and how it will be monitored whilst ensuring that other requirements of the application and conditions are still met i.e biodiversity, landscaping)
- ii. The provision of Electric Vehicle Charging Points (EVCP) in accordance with adopted London Plan Guidance;
- iii. The management arrangements, safety and security measures to be incorporated within the development to ensure the safety of car parking areas; and
- iv. Implementation strategy to reflect the phased construction programme.

The car and cycle parking shall be provided and managed in accordance with the approved strategy for the life of the development, or as otherwise agreed in writing by the Local Planning Authority.

REASON: Car parking management must be identified to ensure that it is appropriately allocated and not to prejudice the free flow of traffic or conditions of general safety along the



internal roads and adjoining highway in accordance with London Plan Policy T6.

### **9. Disabled Parking Spaces**

Prior to occupation of each phase of the development hereby approved, all of the relevant disabled parking spaces (as indicated on Drawing No. P11559-00-001-100-19) within the relevant phase shall be provided and be clearly marked as disabled bays (at all times) and shall not be used for any purposes other than disabled parking bays.

REASON: To ensure inclusive access, that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highway or the amenities of the area.

### **10. Electric Vehicle Charging Points**

No above ground works shall take place until a scheme for EVC infrastructure, in accordance with London Plan Standards has been submitted to and approved in writing by the Local Planning Authority (in consultation with TFL). The scheme shall include a programme for implementation. Prior to the occupation of each phase of the development hereby approved, the approved EVC infrastructure within that phase shall be fully installed, be ready for use, and be thereafter retained.

REASON: To encourage the use of ultra-low emission vehicles.

### **11. PV Panels**

Prior to the occupation of each phase of the development hereby approved, a scheme (and accompanying statement) demonstrating the maximum reasonable use of PV including details of the siting, design, gradient and number of PV panels to be installed within that phase and implementation programme shall be submitted to and approved in writing by the Local Planning Authority and implemented as approved and thereafter maintained. The PV panels shall achieve a minimum threshold of 60 kWp.

REASON: To minimise future carbon dioxide emissions, mitigate climate change, and to comply with London Plan Policy SI 2.

### **12. Carbon Emissions Reduction (residential)**

The residential development shall achieve one hundred per cent (100%) reduction in regulated building carbon dioxide emissions over Part L 2013 of the building regulations and achieve no less than sixty-nine per cent (69%) reduction in building carbon dioxide emissions over a 2021 Building Regulations compliant development from on-site measures, in line with the submitted Revised Energy Strategy (May 2023). Prior to first occupation of the relevant phase of the development hereby approved the developer shall submit evidence that the minimum 69% reduction over 2021 Building Regulations has been achieved from on-site measures.

REASON: To minimise future carbon dioxide emissions, mitigate climate change, and to comply with London Plan Policy SI 2.

### **13. Environmental Management Plan**

1. Site clearance, demolition and excavation works shall not take place until a Demolition Environmental Management Plan for those relevant works has been submitted to and approved in writing by the Local Planning Authority.
2. No construction shall take place until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority.
3. The Environmental Management Plan/s (referred to in parts 1 and 2 above) shall address, but is not limited to, the following matters:
  - a. demolition and construction related noise, pollution, vibration, lighting, traffic, waste management
  - b. measures that will be put in place to prevent idling of all construction and operative vehicles both within and outside the site,
  - c. pre-commencement checks/surveys for bats and other protected species and notable species, with subsequent mitigations as deemed appropriate
  - d. further protected and notable species checks/surveys should demolition and/or construction works not take place until after the second anniversary of the date of approval of surveys submitted pursuant to c)
  - e. appropriate working practices and safeguards for other wildlife, flora and fauna that are to be employed whilst works take place on site
  - f. measures to ensure adequate drainage and control surface water runoff from the Site
  - g. monitoring and audit processes

The management plans (with reference to parts 1 and 2 above) shall be drafted in accordance with the GLA's Supplementary Planning. Guidance 'Control of Dust and Emissions during Demolition and Construction'. The development shall not be implemented other than in accordance with the approved details for the duration of the demolition, site clearance, excavation or construction process (as relevant). The management plans shall be periodically reviewed following environmental audits of its implementation. Results of these audits will be made available to the Council upon request.

REASON: In the interests of ecology and biodiversity together with the amenity of the area

### **14. Logistics Plan**

1. No site clearance, demolition and excavation works shall take place until a Demolition Logistics Plan for the relevant works has been submitted to and approved in writing by the Local Planning Authority.
2. No construction works shall take place until a Construction Logistics Plan has been submitted to and approved in writing by the Local Planning Authority.
3. The Logistic Plan/s (referred to in parts 1 and 2 above) shall demonstrate compliance with the guidance found in the Construction Logistics Plan for developers produced by Transport for London and include:
  - a) The size, number, routing and manoeuvring tracking of construction vehicles to and from the site, and holding areas for these on/off site;
  - b) Site layout plan showing manoeuvring tracks for vehicles accessing the site to allow these to turn and exit in forward gear;
  - c) Details and location of parking for site operatives and visitor vehicles (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);

- d) Details of pre-condition highway and footway surveys;
- e) Details and location where plant and materials will be loaded and unloaded;
- f) Details and location where plant and materials used in constructing the development will be stored, and the location of skips on the highway if required;
- g) Details of any necessary suspension of pavement, roadspace, bus stops and/or parking bays;
- h) Details where security hoardings (including decorative displays and facilities for public viewing) will be installed, and the maintenance of such;
- i) Details of any wheel washing facilities;
- j) Details of a scheme for recycling/disposing of waste resulting from demolition and construction works (including excavation, location and emptying of skips);
- k) Working and delivery hours;
- l) Details of any highway licenses and traffic orders that may be required (such as for licences for any structures / materials on the highway or pavement; or suspensions to allow the routing of construction vehicles to the site);
- m) Details of the phasing programming and timing of works;
- n) Where applicable, the Construction Management Statement should be written in conjunction with the Arboricultural Method Statement, and in accordance with British Standard 5837:2012 'Trees in relation to design, demolition and construction - recommendations', in particular section 5.5, 6.1, 6.2, 6.3 and 7;
- o) A construction programme including a 24 hour emergency contact number;
- p) Communication strategy, including the formation of a Community Liaison Group, for residents during demolition and construction;
- q) Membership of the Considerate Constructors Scheme;
- r) Coordination with other CMS / Logistic Plans that may be in operation within the Site;
- s) Cumulative impact of this CMS / Logistic Plans with other CMS / Logistic Plans that may be in operation on the Site.
- t) Restriction on construction vehicles during peak hours and between 08:00- 09:30 and 3-4.30pm during term time.
- u) System to manage movement of construction vehicles
- v) Prohibition of bon-fires
- w) No diesel generators and plug power to existing buildings / zero emission compliant generators
- x) Travel Plan for construction workers

The relevant phase of development shall not be implemented other than in accordance with the approved details through the demolition / construction period.

REASON: In the interests of highway and pedestrian safety together with the amenity of the area.

### **15. Noise and Vibration Method Statement**

1. Prior to commencement of development, a Noise and Vibration Demolition Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

2. No construction works shall take place until a Noise and Vibration Construction Method Statement (NVCMS) has been submitted to and approved in writing by the Local Planning Authority.

3. The Method Statement/s (referred to in parts 1 and 2 above) shall include control measures for noise, vibration including working hours. The Method Statements shall follow the Best Practice detailed within BS 5228:2009+A1:2014 Code of Practice for Noise and Vibration Control on construction and open sites and BS 6187:2011 Code of practice for full and partial demolition. Further guidance can be obtained from the commercial environmental health

department. The NVCMS should include an acoustic report undertaken by a suitably qualified and experienced consultant and include all the information below;

- i. Baseline noise assessment - undertaken for a least 24-hours under representative conditions to determine the pre-existing ambient noise environment.
- ii. Noise predictions and the significance of noise effects - Predictions should be included for each phase of the demolition, and construction, vehicle movements and an assessment of the significance of noise effects must be included based on the guidance in BS 5228:2009+A1:2014 Annex E
- iii. Piling - Where piling forms part of the construction process, a low noise and vibration method must be utilised wherever possible, and good practice guidelines should be followed e.g. BS 5228:2009+A1:2014.
- iv. Vibration Predictions and the significance of vibration effects - Predictions should be included for each phase of demolition, and construction, and an assessment of the significance of vibration effects must be included e.g. as per BS 5228:2009+A1:2014.
- v. Noise and vibration monitoring - Permanent real time web enabled, and/or periodic noise and vibration monitoring must be undertaken for the duration of the demolition and construction phases which may result in a significant impact. The location, number of monitoring stations and the measurement data must be agreed with the Local Planning Authority prior to the start of construction.
- vi. Community engagement - The steps that will be taken to notify and update residents and businesses that may be affected by the construction of the proposed development.
- vii. The Statement, where relevant, shall demonstrate how it coordinates with other NVCMS that may be in operation within the site.
- viii. Cumulative impacts arising from works taking place within the Site

The development shall not be implemented other than in accordance with the approved scheme(s).

REASON: In order to safeguard the amenities of neighbouring residents

## **16. Dust Management Plan**

1. Prior to commencement of development a Demolition Dust Management Plan for the relevant works shall be submitted to and approved in writing by the Local Planning Authority.
2. No construction works shall take place until a Construction Dust Management Plan has been submitted to and approved in writing by the Local Planning Authority.
3. The Dust Management Plan (referred to in parts 1 and 2 above) shall include:
  - a. Demonstrate compliance with the guidance found in the control of dust and emissions from construction and demolition Best Practice produced by the Greater London Authority (GLA)[http://static.london.gov.uk/mayor/environment/air\\_quality/docs/construction-dust-pg.pdf](http://static.london.gov.uk/mayor/environment/air_quality/docs/construction-dust-pg.pdf)
  - b. A risk assessment of dust generation for each phase of the demolition and construction. The assessment and identified controls must include the principles of prevention, suppression and containment and follow the format detailed in the guidance above. The outcome of the assessment must be fully implemented for the duration of the construction and demolition phase of the proposed development and include dust monitoring where appropriate.
  - c. where the outcome of the risk assessment indicates that monitoring is necessary, a monitoring protocol including information on monitoring locations, frequency of data collection and how the data will be reported to the Local Planning Authority;

- d. details of dust generating operations and the subsequent management and mitigation of dust demonstrating full best practicable means compliance and covering construction activities, materials storage, on and off-site haul routes, operational control, demolition, and exhaust emissions; and
- e. where a breach of the dust trigger level may occur a response procedure should be detailed including measures to prevent repeat incidence
- f. The Plan, where relevant, shall demonstrate how it coordinates with other Dust Management Plans that may be in operation within the Site and the cumulative impact of other works on the site.

The development shall not be implemented other than in accordance with the approved scheme(s).

REASON: In order to safeguard the amenities of neighbouring residents

### **17. Cooking Restriction**

Prior to the installation of any extraction system, full details shall be submitted to and agreed in writing with the local planning authority. The submission shall include, where applicable, details of:

- a. Full details, with calculations, of the proposed extraction system and its design and siting
- b. Compliance with the risk assessment approach outlined within the Council's SPG Planning Guidance for Food and Drink Establishments. The odour abatement measures installed must correspond to the outcome of the risk assessment. Low level stack discharge will generally not be acceptable, the preferred termination height is 1m above roof ridge or roof eaves. Further guidance is available from EMAQ: Control of Odour and Noise from Commercial Kitchen Exhaust Systems 2018
- c. The extract fan, silencers, anti-vibration mounts, high velocity cowl, filters, odour abatement and any other items of plant;
- d. The velocity of the air at final discharge and duct termination height and location;
- e. The retention time of gases in the carbon filters (where applicable);
- f. A maintenance schedule and details how maintenance will be recorded, so this can be requested by the Local Planning Authority at any time

The approved extraction system shall be installed on site in accordance with the approved details and prior to any primary cooking taking place within one of the flexible commercial units. The extraction system shall thereafter be retained and maintained as approved until the primary cooking ceases. Any variations thereafter shall be submitted to and agreed in writing by the local planning authority prior to any amendments.

REASON: To safeguard the amenities of neighbours and future occupiers.

### **18. Cycle Parking**

1. The total minimum quantum of cycle parking across the development shall not be less than 849 cycle parking spaces: 817 to serve the residential component (805 long stay and 12 short stay) and 31 to serve the commercial component (7 long stay and 25 short stay).

2. A minimum of 5% of long stay cycle spaces and their accesses are to be designed to be of a sufficient size to accommodate adapted cycles, cargo and other types of larger cycles.

3. Prior to the commencement of any works above ground of the relevant phase of development hereby approved, a Cycle Parking Management Plan (CPMP) shall be submitted to and approved in writing by the local planning authority. The CPMP should include details of the allocation of cycle spaces between the market and affordable housing units and other land

uses; details on how these cycle spaces and access to cycle stores will be managed and enforced; details (including plans) of the location, design, materials and finishes of cycle stands/storage; details of shower, changing area and locker facilities provision and, details on CCTV and lighting for the cycle storage area and Implementation Programme for each phase of development.

4. The relevant phase of the development shall not be occupied until the cycle parking spaces for that relevant phase have been installed and ready for use in accordance with the approved details and the approved CPMP has been implemented in full. Such spaces shall be retained thereafter for this use only by occupiers and visitors to this part of the development only and solely in accordance with the approved CPMP.

REASON: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with London Plan Policy 6.9.

### **19. Delivery and Servicing Plan**

Prior to the first occupation of any commercial or residential unit, a Site Wide Delivery and Servicing Plan (DSP) and any temporary Delivery and Servicing plan to cater for the phasing of the development and time when construction activity remains on site post first occupation, shall be submitted to and approved in writing by the local planning authority in consultation with Transport for London . The DSP should provide details of the expected type and expected frequency of service vehicles including waste removal for all uses, the hours within which they would arrive and depart, the intended locations for loading and unloading of vehicles, associated waiting and turning areas and access routes showing clear vehicle sweep paths based on up to date information in relation to overall vehicle movements associated with the development; and the integration between any temporary DSP that may be in operation on site and the Site Wide DSP. The relevant phase of development shall not be occupied other than in accordance with the approved details.

REASON: To ensure that vehicle movements associated with the use hereby permitted remains consistent and that the use shall not represent any unacceptable level, type, location or timing of vehicle movements such that the safety of pedestrians and cyclists and the efficiency of bus operations shall be unduly prejudiced, nor that residential amenity will be unduly affected and nor that the operation of adjacent highways is unduly affected.

### **20. Drainage Strategy**

1. No development shall take place until a drainage strategy detailing any drainage works (and the timing for implementation) has been submitted to and approved in writing by the Local Planning Authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall take place into the public system until the drainage works referred to in the strategy have been implemented in full as approved and retained thereafter.

2. The development hereby approved shall not be occupied until written confirmation has been submitted to and approved in writing by the Local Planning Authority confirming either:-

- i. all water network upgrades required to accommodate the additional flows from the development have been completed; or
- ii. a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.
- iii. drainage hierarchy has been followed
- iv. Greenfield run off rates are achieved
- v. Attenuation volume

vi. Sustainable drainage proforma

REASON: In the interest of sustainable construction, to avoid excessive surface water runoff and to ensure that the surface water drainage system does not pollute the ground water below the site and to ensure that sufficient capacity is available to accommodate the additional demand anticipated from the new development.

**21. Fire Evacuation Lifts**

Prior to commencement of works on the superstructure of each phase, details and drawings shall be submitted to and approved in writing by the Local Planning Authority demonstrating that a minimum of at least one lift per core (or more subject to capacity assessments) is provided with a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building. The development shall be implemented in accordance with the approved details and maintained as such in perpetuity.

REASON: In the interests of fire safety.

**22. Fire Strategy**

Prior to the commencement of above ground works, a Fire Strategy Statement shall be submitted to and approved in writing by the Local Planning Authority including details of access for fire appliances and necessary turning circles. If a temporary Fire Strategy is required to cater for the phasing of development and construction management plan, details of such shall be provided within this Statement. This shall include details of the necessary strategy for each phase of the development and the site wide strategy. The development shall not be implemented or occupied other than in accordance with the approved details.

REASON: To ensure that the development incorporates the necessary fire safety measures in accordance with the London Plan Policies D5 and D12.

**23. Green/Brown Roofs**

Prior to their installation, detailed proposals for accommodating green/brown roofs (as indicated on P11559-00-001-101 Rev 09) as part of the design and layout of the development shall be submitted to and approved in writing by the Local Planning Authority. The details shall include:

- i. design/product specifications (including species mix which should be wildflower meadows with brown features and a maximum of 20% sedums)
- ii. depth of substrate
- iii. type of membrane
- iv. how levels of light, moisture, aeration and nutrients will be achieved
- v. fire safety measures
- vi. the proposed implementation timescale and arrangements for on-going maintenance (including access).
- vii. details of how the green / brown roof is to be integrated with PV
- viii. Timetable for implementation

In areas where a green roof is not proposed, the submitted documentary evidence should demonstrate why this would not be feasible or viable having regard to existing site constraints. Each phase of development shall be carried out in accordance with the approved details prior to the first occupation of that phase. The green/brown roofs shall thereafter be retained in accordance with the approved details.

REASON: To protect, enhance and create habitats for biodiversity.

## **24. Groundwater – Piling and Penetrative Methods**

- a) No material start shall take place on the development hereby approved until written notice of the intention to commence work has been sent to the Development Control department of the Council. Such notice shall be sent to that department not less than 21 days prior to a material start on the development and shall give details of the intended method of constructing the foundations, including method and equipment for piling, if applicable. (See informative Details of piling-EHO consultation which gives advice on foundation construction that minimises nuisance to neighbours).
- b) Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent from the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated by a piling risk assessment that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

REASON: To ensure that the development does not contribute to, or is put at unacceptable risk from, or adversely affected by unacceptable levels of water pollution caused by mobile contaminants and to ensure that the local planning authority has sufficient notice of the commencement of work and the methods of foundation construction to enable measures to be taken, if appropriate, to protect the amenities of neighbouring occupiers.

## **25. Environment Agency Contamination Condition 1**

Development shall not commence until a strategy to deal with the potential risks associated with any contamination of the site has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:

1. A desk study detailing the history of the site, hazardous materials, substances used together with details of a site investigation strategy based on the information revealed in the desk study has been submitted to and approved in writing by the local planning authority
2. A preliminary risk assessment which has identified:
  - a. All previous uses;
  - b. Potential contaminants associated with those uses;
  - c. A conceptual model of the site indicating sources, pathways and receptors; and
  - d. Potentially unacceptable risks arising from contamination at the site.
3. A site investigation scheme, based on (1 and 2) to provide information for a detailed risk assessment of the risk to all receptors that may be affected, including those off site. This shall also include: sampling of soil, soil vapour, ground gas, surface water and groundwater to the satisfaction of the local planning authority. Such work to be carried out by suitably qualified and accredited geo-environmental consultants in accordance with the current U.K. requirements for sampling and testing.
4. Written reports detailing the results of the site investigation and the detailed risk assessment referred to in (1-3) 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 to mitigate the risk posed by the identified contamination to sensitive receptors have been submitted to and approved in writing by the local planning authority. Note: some demolition work, if required, could be allowed beforehand for enabling the above requirement (1b), subject to the agreement of the Local Planning Authority.
5. 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 the requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the written consent of the local planning authority. The scheme



shall be implemented as approved.

REASON: to ensure that the development does not contribute or is not put at an unacceptable levels of water pollution, in line with paragraph 170 of the National Planning Policy Framework.

#### **26. Environment Agency Contamination Condition 2**

Prior to occupation, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the Local Planning Authority. The report shall include details of the remediation works carried out, results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met and all waste management documentation showing the classification of waste, its treatment, movement and disposal in order to demonstrate compliance with the approved remediation strategy.

REASON: To ensure that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and the remediation of the site is complete, in line with paragraph 170 of the National Planning Policy Framework.

#### **27. Environment Agency Contamination Condition 3**

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to and approved in writing by the Local Planning Authority. The remediation strategy shall be implemented as approved.

REASON: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site, in line with paragraph 170 of the National Planning Policy Framework.

#### **28. Environment Agency Contamination Condition 4**

No infiltration of surface water drainage into the ground is permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

REASON: To ensure that the development does not contribute to, or is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants in line with paragraph 170 of the National Planning Policy Framework.

#### **29. Invasive Species**

If prior to or during the course of the relevant phase any Japanese Knotweed or other non-native invasive species are found to be present, then no further development shall take place until a detailed method statement for removing or the long-term management/control of the Japanese Knotweed and/or other non-native invasive species has been submitted to and approved in writing by the local planning authority. The method statement shall include measures that will be used to remove and / or prevent the spread of Japanese Knotweed and any other non-native invasive species during any operations, e.g. mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/root/stem of any invasive plant listed under the Wildlife and Countryside Act 1981,

as amended. The development shall be carried out in accordance with the approved method statement if one is required.

REASON: To prevent the spread and further ingress of Japanese Knotweed and any other invasive non-native species in order to conserve and enhance the natural and local environment by minimising impacts on biodiversity and providing net gains in biodiversity both within the development site and on adjacent site.

### **30. Hard and Soft Landscaping**

Prior to above ground works, full details of both hard and soft landscaping works shall be submitted to and approved in writing by the local planning authority. These details shall include:

- A. proposed finished levels or contours; bollards to the sites frontage; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, etc.); proposed and existing utility services above and below ground (e.g. drainage, power, communications cables, pipelines etc, indicating lines, manholes, supports etc); retained historic landscape features and proposals for restoration, where relevant; a program or timetable of the proposed works.
- B. Where within the Root Protection Area of retained trees hard landscape design, small structure installation and service installation should be formulated in accordance with section 7.4, 7.5 and 7.7 of British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations.
- C. Soft landscape works shall include planting plans, written specifications (including cultivation and other operations associated with plant and grass establishment); the specification is to include details of the quantity, size, species, location, planting methodology, proposed time of planting. The landscape planting must be predominantly native, wildlife friendly species. Any proposed tree planting should be undertaken in accordance with section 5.6 of British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations.
- D. A 10 year management and maintenance plan for all areas of soft and hard landscaping, including, responsibilities, qualifications of those carryout out necessary works, a scheme for recording maintenance, that Local Planning Authority can request at any time.
- E. A public realm strategy demonstrating the scheme complies with the Mayor of London's Public London Charter (dated September 2021) and GLA guidance 'Accessible Landscape – Achieving an inclusive environment' and 'Inclusive Urban Design – Creating Inclusive public spaces'.
- F. A Public Access Strategy detailing those areas open to the public, how those spaces will be managed and to avoid central areas being gated for private use only.

All hard and soft landscape works shall be carried out in accordance with the approved details and no unit shall be occupied, until the hard and soft landscaping works for that specific Phase has been implemented in full.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality, to preserve and enhance nature conservation interests, for visual amenity, inclusive access and to avoid vehicle parking to the site frontage.

### **31. Lighting**

1. Prior to first use of any external lighting within a phase of the development hereby approved, full details of any proposed external lighting (the External Lighting Scheme) for that phase (including details as to how that phase links up with a site wide external lighting strategy) shall

be submitted to and approved in writing by the Local Planning Authority. The External Lighting Scheme shall include details of the appearance and technical details/specifications, lux plans (vertical as well as horizontal), intensity, spectrum of proposed lighting, orientation and measures to reduce spillage on open sky/tree canopies or buildings (including screening of lamps), siting, the means of construction and laying of cabling, the timing of installation and details of the proposed hours of operation. The scheme should be designed to minimise the risk of light spillage beyond the development site boundary and into the sky and to avoid dazzle to nearby transport infrastructure and drivers on nearby roads.

2. Prior to the occupation of any development within a phase, the External Lighting Scheme for that phase shall be fully installed in accordance with the approved details, and shall be retained for so long as the development shall exist. No external lighting shall be installed other than in accordance with the approved details.

REASON: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution to protect/safeguard the amenities of the locality and nature conservation interests.

### **32. Noise Protection – Residential**

1. Prior to occupation of any residential unit hereby approved, an Acoustic Report shall be submitted to and approved in writing by the Local Planning Authority, to include the following details:

- a. Specification details for the building façade, glazing and ventilation elements of the development to demonstrate that they achieve suitable internal ambient noise levels, in line with the requirements of LBRuT and BS8233, as set out in Table 1 of the Revised Noise and Vibration Impact Assessment Rev08. Where acoustically attenuated ventilation is required and there is evidence of adverse air quality impact to occupants, mechanical ventilation will be required. Where whole house ventilation is provided then acoustically treated inlets and outlets should ideally be located away from the façade(s) most exposed to noise (and any local sources of air pollution).
- b. Specification details demonstrating that the design and layout of the development is constructed so as to protect amenity spaces (including gardens, balconies and terraces) against externally generated transportation noise sources including road, rail and aircraft, so as to achieve a target of 50dB(A) LAeq,16 hours with a maximum limit of 55dB(A) LAeq,16hour, where possible and justification provided where the above limits cannot be achieved.

2. Prior to occupation of the development, a commissioning acoustic test and report shall be undertaken and submitted to and approved in writing by the Local Planning Authority in order to demonstrate that internal noise levels achieve those detailed within the Acoustic Report. Where further mitigation is required, details of such shall be submitted to and approved in writing by the Local Planning Authority with the corresponding commissioning acoustic test and report and implemented in full and retained as approved. The development shall not be implemented other than in accordance with the approved scheme, which shall be implemented in full prior to the first occupation of any specific building to which the scheme relates and the first use of any external space. The scheme shall thereafter be retained as approved.

REASON: In order to safeguard the amenities of neighbouring residents.

### **33. Noise Transmission from Commercial Use to Noise Sensitive Receiver**

1. Prior to the occupation of any of the commercial units hereby approved, a Sound Insulation Scheme for the sound insulation of party wall/floor/ceiling between commercial units and any structurally adjoining residential properties, shall be submitted to and approved in writing by

the Local Planning Authority. The sound insulation scheme shall ensure that suitable airborne and impact sound insulation performances, and/or appropriate operational noise limits within the retail units, are provided such that LBRuT's required internal ambient noise levels for dwelling's, as set out in Table 1 of the Revised Noise and Vibration Impact Assessment Rev08, are not exceeded within all residential properties. A high level of airborne and impact sound insulation, often only achievable by complex design methods that structurally isolate the noise generating and noise sensitive premises, will be required in situations such as where music and dancing or gym or health and fitness activities adjoin a residential use. Each case will take into account the specific circumstances of the proposed development, and the examples limits in Table 1 of the Revised Noise and Vibration Impact Assessment Rev08. In such situations, a scheme including the following information should be submitted to and approved by the Local Planning Authority prior to occupation;

- i. Establish the noise and vibration transfer paths from source to noise sensitive receiver
- ii. Establish the potential airborne and impact noise and vibration transfer magnitudes from source to noise sensitive receiver.
- iii. Design sound isolation and insulation treatment such as a floating floor and wall treatment which mitigates and minimises adverse noise and vibration effects and is appropriate for the types of activity being undertake within the proposed development.
- iv. Undertake post completion testing to demonstrate how noise and vibration has been controlled adequately.

2. Prior to the occupation of the commercial units hereby approved, a commissioning test assessment demonstrating compliance with the requirements of part (1) above shall be submitted to and approved by the Local Planning Authority. The assessment should make use of sound insulation tests and proposed operational sound levels within retail units. The sound insulation test shall be carried out in accordance with the methodology described in Annex B of the Building Regulations 2010 Approved Document E- Resistance to the passage of sound. The scheme approved by the Local Planning Authority shall be fully implemented in accordance with the approved details before the commercial use, hereby permitted, commences. No alteration to the party wall / floor / ceiling which undermines the sound insulation integrity shall be undertaken without the grant of further specific consent of the Local Planning Authority.

REASON: In order to safeguard the amenities of neighbouring residents.

#### **34. Building Services Plant Noise Control Condition**

Prior to the installation of any building services plant, details of its siting, design and screening shall be submitted and approved in writing by the Local Planning Authority. A commissioning acoustic test and report shall be undertaken within two weeks of mechanical services commissioning, in order to demonstrate the relevant local standards have been met. Where further mitigation is required, the report shall provide details of such and a timetable for implementation. The Report and results of the test shall be submitted to the Local Planning Authority within 28 days of the test. The development shall not be implemented other than in accordance with the approved scheme and retained as approved.

REASON: In order to safeguard the amenities of neighbours and future occupiers of the development.

#### **35. Non-road mobile machinery**

All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014

(SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>.

REASON: To protect the amenity of future occupants and/or neighbours.

### **36. Playspace**

No less than 1237sqm of dedicated on-site play space for 0-11s shall be provided on site in accordance with details previously approved by the Local Planning Authority. Details of the play areas (as indicated on drawing number P11559-00-001-100 Rev 19) shall be submitted to and agreed in writing by the local planning authority prior to the commencement of the relevant phase of the development, demonstrating that the play areas provide genuinely playable space for a range of abilities and ages. Such details to include:

- a. boundary treatment
- b. landscaping
- c. surface treatment
- d. play equipment
- e. how the playspace within that phase integrates with the site wide strategy for playspace

No development with the relevant phase may be occupied until the approved playspace scheme for that relevant phase has been implemented in full and is thereafter maintained as such.

REASON: To ensure compliance with development plan policy which seeks the provision of children's play spaces.

### **37. Tree Planting Scheme Required.**

No above ground works shall take place until a tree planting scheme has been submitted to and approved in writing by the local planning authority. This scheme shall be written in accordance with the British Standard 5837:2012 Trees in relation to design, demolition and construction – Recommendations (sections 5.6) and BS 8545:2014 Trees: from nursery to independence in the landscape. Recommendations, and include:

- i. Details of the quantity, size, species, and position,
- ii. details of soil volumes
- iii. Planting methodology
- iv. Proposed time of planting (season)
- v. 5 year maintenance and management programme.

If within a period of 5 years from the date of planting that tree or any tree planted in replacement for it, is removed, uprooted, destroyed or dies (or becomes in the opinion of the local planning authority seriously damaged) then the tree shall be replaced to reflect the specification of the approved planting scheme in the next available planting season or in accordance with a timetable agreed in writing with the local planning authority.

REASON: To safeguard the appearance of the locality.

### **38. Refuse and Recycling**

Prior to commencement of above ground works hereby approved, full details of refuse and recycling storage shall be submitted to and approved in writing by the local planning authority.

The approved details for each phase shall be implemented in full prior to the first occupation of that phase and retained thereafter.

REASON: To avoid harm to the character and appearance of the streetscape and local area and to ensure adequate provision of refuse and recycling facilities in the interests of amenity for future and neighbouring occupiers.

### **39. Waste Management Plan**

Prior to the occupation of the development hereby approved, a Waste Management Plan for the site (residential and commercial) shall be submitted to and approved in writing by the Local Planning Authority. No refuse or waste material of any description shall be left or stored anywhere on the site other than within a building or refuse enclosure, unless otherwise approved through a site Waste Management Plan. The development shall not be implemented or occupied other than in accordance with the approved scheme.

REASON: To avoid harm to the character and appearance of the streetscape and local area and to ensure adequate provision of refuse and recycling facilities in the interests of amenity for future and neighbouring occupiers.

### **40. Specification of Balconies**

No building within each phase of the development shall commence above ground works unless and until details and specification (including screening) of balconies and communal terraces, at a scale of 1:20 have been submitted to and approved in writing by the local planning authority in relation to the relevant phase. The details shall, where necessary, also be consistent with any mitigation measures necessary to ensure acceptable wind and microclimate conditions). The development shall not be implemented other than in accordance with the approved details, which shall be in situ prior to the first occupation of any unit within that relevant phase, and thereafter retained as approved.

REASON: To ensure a satisfactory standard of external appearance of the development and to ensure the amenity of neighbours is safeguarded.

### **41. Tree Protection**

Prior to the commencement of the relevant phase of development hereby approved (including demolition and all preparatory work), a scheme for the protection of any retained trees, 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) Location and installation of services/ utilities/ drainage.
- b) Methods of demolition within the root protection area (RPA as defined in BS5837: 2012) of the retained trees.
- c) Details of construction within the RPA or that may impact on the retained trees.
- d) A full specification for the installation of boundary treatment works within the RPA.
- e) A full specification for the construction of roads, parking areas and driveways within root protection areas of retained trees, including details of the no-dig specification and extent of the areas of the roads, parking areas and driveways to be constructed using a no-dig specification. Details shall include relevant sections through them.
- f) Detailed levels and cross-sections to show that the raised levels of surfacing, where the installation of no-dig surfacing within Root Protection Areas is proposed, demonstrating that they can be accommodated where they meet with any adjacent building damp proof courses.

- g) A specification for protective fencing to safeguard trees during both demolition and construction phases and a plan indicating the alignment of the protective fencing.
- h) Be written in conjunction with the scheme's specific method of construction (where applicable)
- i) A specification for scaffolding and ground protection within tree protection zones.
- j) Tree protection during construction indicated on a TPP including details of construction activities clearly identified as prohibited in this area.
- k) Details of site access, temporary parking, on site welfare facilities, loading, unloading and storage of equipment, materials, fuels and waste as well concrete mixing and use of fires.
- l) Boundary treatments within the RPA.
- m) Methodology and detailed assessment of root pruning.
- n) Arboricultural supervision and inspection by a suitably qualified tree specialist.
- o) Reporting of inspection and supervision to achieve an auditable monitoring.

The development shall not be implemented other than in strict accordance with the approved details.

REASON: Required prior to commencement of development to satisfy the local planning authority that the tree(s) to be retained will not be damaged during demolition or construction and to protect and enhance the appearance and character of the site and locality with best practice and pursuant to section 197 of the Town and Country Planning Act 1990.

#### **42. Urban Greening Factor**

Prior to the occupation of each phase of development, documentary evidence shall be submitted to the local planning authority and approved in writing to show the urban greening factor (UGF) achieved for that phase and confirmation that a minimum UGF of 0.36 is on track to be achieved across the site. The last phase of the development shall not be occupied until the measures as set out in that evidence for achieving a minimum urban greening factor of 0.36 have been implemented in full and thereafter retained.

REASON: To accord with the terms of the permission and to improve urban greening in line with London Plan Policy G5.

#### **43. Water Efficiency**

The dwelling(s) hereby approved shall not be occupied other than in accordance with the water consumption targets of 105 litres or less per person per day, and 5 litres or less per head per day for external water use.

REASON: In the interests of water efficiency in accordance with the Councils sustainability policies.

#### **44. Commercial Uses**

No less than 50% of the commercial floor area hereby approved shall be used other than for E(a) retail / E (b) restaurants as per the Use Classes Order in September 2020. Prior to the occupation of any commercial unit hereby approved, a scheme for the commercial use of that said unit shall be submitted to and approved in writing by the Local Planning Authority and thereafter implemented as approved, to include the following details:

- a) Quantum of E(a); E(c); E(b); F2 (c-d) and E(g) floorspace
- b) Floor plans (referencing specific uses)
- c) Operational hours for individual uses/units

The Development shall not be occupied other than in accordance with the approved scheme

and thereafter retained as approved.

REASON: To accord with the terms of the application, safeguard highway and pedestrian safety and protect the amenities of neighbouring residential occupiers.

**45. Hours of commercial uses**

Any floor space / units to be used for a use falling within Use E(b) and F2 (c- d) as specified in the Use Classes Order on 1 September 2020 shall not be open for customers outside the following hours:-

07.00 to 23.00 on Monday to Saturday, and 7.00 to 22.30 on Sundays, Public and Bank Holidays

REASON: To safeguard the amenities of existing neighbours and future occupiers proposed within this development.

**46. Environmental Standards**

The development hereby permitted shall not be constructed other than in accordance with the environmental standards, mitigation measures, embedded mitigation measures, requirements, recommendations and methods of implementing the development contained in the Noise Vibration, Lighting Design, Flood Risk and Air Quality reports hereby approved and all supporting documents as listed in condition 'Approved Drawings and Documents', unless and to the extent that such standards, measures, requirements and methods are altered by the express terms of the conditions attached to this planning permission and the approved drawings and supplementary documents submitted pursuant to them.

REASON: To ensure that the development is carried out in accordance with the approved reports and the mitigation measures proposed therein.

**47. Advertisements**

Notwithstanding the provisions of The Town and Country Planning (Control of Advertisements) (England) Regulations no advertisements shall be displayed without the prior written express consent from the Local Planning Authority.

REASON: To safeguard the visual amenities and public safety the site and area in general.

**48. Secured by Design**

Prior to the occupation of each phase of development hereby approved, a scheme to demonstrate that the relevant phase of development achieves 'Silver' Secured by Design accreditation shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure a satisfactory form of development.

**49. Restriction on use of roof**

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) no part(s) of the roof of the building(s) hereby approved (other than those areas identified as 'Shared Communal Terraces' on drawing number MNR-AA-ALL-11-DR-A-2011-R32) shall be used as a balcony or terrace nor shall any access be formed thereto.



REASON: To safeguard the amenities of the occupiers of adjoining property.

**50. Restriction-Alterations/extension**

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) no external alterations or extensions shall be carried out under permitted development rights to the residential and commercial buildings hereby approved.

REASON: To safeguard the amenities of the occupiers of adjoining property and the area generally.

**51. Telecommunications equipment – removal of pd allowance**

Notwithstanding the provision of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order) no telecommunications equipment shall be erected on or attached to the building hereby approved.

REASON: To preserve the character, appearance and setting of the site, listed buildings and conservation area in general and the amenities of nearby residents.

**52. Archaeology (Stage 1 WSI)**

A. Prior to the commencement of each phase of development hereby permitted a stage 1 written scheme of investigation (WSI) shall be submitted to and approved by the local planning authority in writing. 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. Written schemes of investigation will need to be prepared and implemented by a suitably qualified, professionally accredited archaeological practice.

B. If heritage assets of archaeological interest are identified by the stage 1 written scheme of investigation (WSI) undertaken prior to each phase of the development, then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved in writing by the local planning authority prior to the commencement of the relevant phase. For land that is included within the stage 2 WSI, no demolition / development / excavation shall take place other than in accordance with the approved stage 2 WSI which shall include:

1. The programme and methodology of site investigation and recording
2. The programme for post investigation assessment
3. Provision to be made for analysis of the site investigation and recording
4. Provision to be made for publication and dissemination of the analysis and records of the site investigation
5. Provision to be made for archive deposition of the analysis and records of the site investigation
6. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation

C. Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice.

REASON: To ensure that there is an opportunity to properly investigate and record information on this site, which is considered to be of high archaeological interest and safeguard the

archaeological heritage of the Borough. It is necessary for this condition to prevent the commencement of development until the requirements of the condition have been met because the timing of compliance is fundamental to the decision to grant planning permission.

**53. Unexpected Archaeological Discovery Preservation**

Any historic or archaeological features not previously identified which are revealed when carrying out the development hereby permitted shall be retained in-situ and reported to the Local Planning Authority in writing. Works shall be halted in the area affected until provision has been made for the retention and/or recording of the historic or archaeological features identified in accordance with details submitted to and approved in writing by the local planning authority.

REASON: To safeguard the archaeological heritage of the Borough

**54. Outside seating**

No seating, tables or chairs for the commercial premises shall be permitted within the site unless a scheme for such has been previously submitted to and approved in writing with the Local Planning Authority. The scheme shall include, location, design, hours of use, purpose and management.

REASON: To protect the amenities of nearby residents and for highway and pedestrian safety.

**55. Overheating**

The development shall not be implemented other than in accordance with the mitigation measures set out in Section 8.2 of the Revised Energy Strategy (May 2023) in relation to minimising overheating and meeting the development's cooling needs. Such measures shall thereafter be retained for the life of the development.

REASON: In the interest of energy efficiency, sustainability and future occupiers of the development.

**56. Wind**

No units within any relevant phase shall be occupied until the further wind mitigation measures for that relevant phase, as outlined in Section 4 and Conclusions and Recommendations of the Revised Wind Microclimate Assessment (July 2020), have been implemented in full. The mitigation measures shall thereafter be retained for the life of the development.

REASON: To ensure acceptable wind and microclimate conditions.

**57. District heating**

Prior to the commencement of development a scheme shall be submitted to and approved in writing by the Local Planning Authority to demonstrate how the proposed heating system will be designed to permit a future connection to a District Heat Network should a feasible and viable connection become available in the future. The scheme shall detail, but not be limited to:

1. Space allowance for a future potential heat exchanger at the ground floor of each block  
Space allowance for further trenching between buildings; pipe sleeves and construction work.

The development shall not be constructed other than in accordance with the approved scheme.

REASON: To assist in achieving the Mayor's Decentralised Energy Network targets.

#### **58. Free drinking water**

Prior to the commencement of above ground works of the relevant Phase, plans and details shall be submitted to and approved in writing by the Local Planning Authority demonstrating the provision and future management of free drinking water within the public realm. The plans and details shall show the location and design of the proposed drinking water infrastructure, along with measures to ensure its future maintenance and management. The development shall be carried out in accordance with these plans and details, and no unit shall be occupied, until the drinking water infrastructure for that specific Phase has been implemented in full and drinking water made available to the public for free in accordance with the plans and details..

REASON: To ensure sustainable provision of free drinking water to minimise plastic waste in accordance with Policy D8 of the London Plan.

#### **59. Circular Economy Statements**

Prior to the occupation of any phase, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: [CircularEconomyLPG@london.gov.uk](mailto:CircularEconomyLPG@london.gov.uk), along with any supporting evidence as per the GLA's Circular Economy Statement 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 a satisfactory submission to the GLA shall be submitted to, and approved in writing by, the local planning authority prior to occupation of the relevant phase.

REASON: In the interests of sustainable waste management and in order to maximise the re-use of materials.

#### **60. Digital Connectivity**

Prior to commencement of each phase of development detailed plans shall be submitted to and approved in writing by the Local Planning Authority demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development. Scheme detailing measures to avoid reduced mobile connectivity. The development within the relevant phase shall not be implemented other than in accordance with the approved scheme and maintained as such. The development shall not be implemented other than in accordance with the approved plans and maintained thereafter in perpetuity.

REASON: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness.

#### **61. Whole life Carbon Cycle**

Prior to the occupation of each building, the post-construction tab of the GLA's whole life carbon assessment template shall be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment shall provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: [ZeroCarbonPlanning@london.gov.uk](mailto:ZeroCarbonPlanning@london.gov.uk), along with any supporting evidence as per the guidance. Confirmation of a satisfactory submission to the GLA shall be submitted to, and

approved in writing by, the local planning authority, prior to occupation of the relevant building.

REASON: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

## **62. Energy Strategy**

No development above ground shall take place until a phasing plan for the delivery of the approved energy strategy has been submitted to and approved in writing by the Local Planning Authority. The development shall not be implemented or occupied other than in accordance with the approved scheme.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application

### **Informatives:**

#### **1. Section 106 Agreement**

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

#### **2. Pre-commencement Conditions**

The pre-commencement and pre-occupation conditions attached to this decision notice are considered necessary in order to safeguard transport infrastructure, protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme amongst other matters.

#### **3. CIL Payment and Liability Notice**

The Greater London Authority consider that this permission is liable for a contribution under the Community Infrastructure Levy (CIL). Before work commences there are certain forms which you must complete and return to the London Borough of Richmond. Please note that penalty surcharges could be added to contributions should CIL regulations not be followed. Further details of what to submit and timescales in relation to the Community Infrastructure Levy can be found online at - <https://www.gov.uk/guidance/community-infrastructure-levy>. CIL forms can be found online at - [https://www.planningportal.co.uk/info/200126/applications/70/community\\_infrastructure\\_levy/5](https://www.planningportal.co.uk/info/200126/applications/70/community_infrastructure_levy/5)

#### **4. CIL Phasing**

This planning permission is a phased planning permission which expressly provides for development to be carried out in phases for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended). Each Phase may be treated as a separate chargeable development for the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).

#### **5. Adverts**

You are advised that any advertisements to be erected at the premises may require express consent under the Control of Advertisement Regulations 2007.

#### **6. Site Notices**

Where applicable the developer/applicant is hereby advised to remove all site notices on or near the site that were displayed in pursuant to the application.

#### **7. Further Approvals and Consents**

This approval only grants permission under Section 57 of the Town and Country Planning Act 1990. Further approval or consent may be required by other legislation, in particular the Building Regulations and you should contact Building Control, the London Borough of Richmond upon Thames before proceeding with the work.

#### **8. Designing Out Crime**

The applicant must seek the advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs) at each phase and notify this office of any changes to the planning application or approved scheme relevant to security or design layout. The services of MPS DOCOs are available free of charge and can be contacted via Docomailbox.NE@met.police.uk or during office hours via Telephone: 0208 217 3813.

#### **9. Housing ventilation**

The mechanical ventilation to the bathrooms should comply with Part F of the Building Regulations 2010. Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas. Kitchens without windows should have mechanical ventilation to comply with the latest Building Regulations.

#### **10. Food Law Requirements**

The kitchen and other food areas of the premises need to comply in full with: EU 852/2004 as enforced by the Food Hygiene (England) Regulations 2006; EU 178/2002 as enforced by the General Food Regulations 2004; and the Food Premises Registration Regulations 1991, (under these regulations there is a requirement to register with the Environmental Health Service at least 28 days prior to opening). All structural finishes and equipment must comply with the Catering Guide (industry) to Good Hygiene Practice. Particular Requirements of the Hygiene Legislation Include:

- Sufficient internal and external hygiene refuse storage capacity. The external store should be capable of accommodating standard Council wheeled bins of a total capacity appropriate to the scale of the business. External bins should not be placed in a position where they are likely to cause an obstruction.
- Provision of double sink and wash-hand basin in main food preparation area.

- Hot water supply to all wash-hand basins and sinks should preferably be from a gas fired balanced flue instant water heater.
- Sufficient refrigeration and freezer capacity.
- Sufficient hot food storage / display/capacity (if applicable).
- Kitchen layout to facilitate separation of raw and cooked food handling and preparation.
- Adequate artificial lighting levels throughout, achieved by means of fluorescent tube lights (minimum wattage 40 watts) fitted with diffusers.
- Sufficient general ventilation to all rooms.
- Extraction ventilation to food preparation areas/rooms must be capable of maintaining at least 20 air changes per hour.
- Creation of a lobby between the WC and the food rooms.
- All structural finishes, work surfaces and equipment to be of durable, smooth and impervious materials.

### **11. Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)**

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation is not adequate. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance. Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

### **12. Thames Water Assets**

The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our 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. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

### **13. NPPF APPROVAL**

In accordance with the National Planning Policy Framework, Richmond upon Thames Borough Council and the Greater London Authority takes a positive and proactive approach to the delivery of sustainable development, by:

- Providing a formal pre-application and duty officer service
- Providing written policies and guidance, all of which is available to view on the Council's website
- Where appropriate, negotiating amendments to secure a positive decision
- Determining applications in a timely manner

In this instance: The proposal has been considered in the light of the Development Plan, comments from statutory consultees and third parties (where relevant) and compliance with Supplementary Planning Guidance as appropriate. It has been concluded that there is not a demonstrable harm to interests of acknowledged importance caused by the development that justifies withholding planning permission.

#### **14. Cadent Gas Informative**

1. Cadent have identified operational gas apparatus within the application site boundary. This may include a legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent assets in private land. The Applicant must ensure that proposed works do not infringe on Cadent's legal rights and any details of such restrictions should be obtained from the landowner in the first instance.
2. If buildings or structures are proposed directly above the gas apparatus then development should only take place following a diversion of this apparatus. The Applicant should contact Cadent's Plant Protection Team at the earliest opportunity to discuss proposed diversions of apparatus to avoid any unnecessary delays.
3. If any construction traffic is likely to cross a Cadent pipeline then the Applicant must contact Cadent's Plant Protection Team to see if any protection measures are required.
4. All developers are required to contact Cadent's Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to.

#### **15. Bat Informative**

Should any bats be seen on site all works must stop immediately and either Natural England or appropriately qualified Ecologist called for advice.

#### **16. Details of piling - EHO consultation**

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department. Where developments include foundations works require piling operations it is important to limit the amount of noise and vibration that may effect local residents. There are a number of different piling methods suitable for differing circumstances. Guidance is contained in British Standard BS 5228 Noise control on Construction and Open Sites - Part 4: Code of Practice for noise and vibration control applicable to piling operations. Where there is a risk of disturbance being caused from piling operations then the council under section 60 Control of Pollution Act 1974 can require Best Practicable Means (BPM) to be carried out. This may entail limiting the type of piling operation that can be carried out. The types of piling operations which are more suitable for sensitive development in terms of noise and vibration impact are;

- Hydraulic Piling
- Auger Piling
- Diaphragm Walling

#### **17. Disabled persons**

The applicant's attention is drawn to the provisions of the Chronically Sick and Disabled Persons Act 1970 (Section 4,7, 8a) and to the Code of Practice for Access for the Disabled to Buildings (BS 5810: 1979). Attention is also drawn to the provisions of Part M of the Building Regulations - access and facilities for disabled people.

#### **18. Disabled parking**

Parking for people with disabilities should be provided in spaces not less than 3.6m wide x 4.8m long, conveniently located relative to the building entrances and clearly signed for its purpose.

## 19. Street numbering

If you wish to name or number a new development, sub-divide an existing property, or change the name or number(s) of an existing property or development, you will need to apply to the London Borough of Richmond Upon Thames. Further details of this process, fees, and the necessary information and forms that need to be submitted can be found on the Council's website [http://www.richmond.gov.uk/street\\_numbering\\_and\\_naming](http://www.richmond.gov.uk/street_numbering_and_naming). Alternately you may contact Peter Cridland, Address Management Manager (020 8891 7889 [peter.cridland@richmond.gov.uk](mailto:peter.cridland@richmond.gov.uk)).

## 20. Trees - Protective fencing

In order to protect trees during building works the Local Planning Authority would normally expect the erection of Chestnut pale fencing to a height of not less than 1.2m around the trees in question to the extent of their existing crown spread or, where circumstances prevent this, to a minimum radius of 2m from the trunk of the tree.

## 21. Nature Conservation

When submitting proposals for landscaping the site applicants are advised that in determining the suitability of such proposals the Local Planning Authority will take into account the scope for enhancing the nature conservation interest of the site.

## 22. Construction Logistics Plan

- **TfL Guide:** In relation to Condition 14 the applicant is advised that the Logistics Plan should aim for load consolidation and avoid peak rush hour to work delivery times. Further information in this regard can be found at <http://www.tfl.gov.uk/businessandpartners/freight/11422.aspx>.
- The applicants are advised the communication strategy as part of the Logistics Plan should include a community liaison group, with comprises of ward and adjoining ward councilors and residents.

## 23. Principal Policies:

Where relevant, the following along with other relevant policy/considerations have been taken into account in the consideration of this proposal:-

- National Planning Policy Framework (NPPF)
- London Plan - Objective GG1 Building strong and inclusive communities; • Objective GG2 Making best use of land; • Objective GG3 Creating a healthy city; • Objective GG4 Delivering the homes Londoners need; • Objective GG5 Growing a good economy; • Objective GG6 Increasing efficiency and resilience; • Policy SD10 Strategic and local regeneration; • Policy D1 London's form, characteristic and capacity for growth; • Policy D2 Infrastructure requirements for sustainable densities; • Policy D3 Optimising site capacity through the design-led approach; • Policy D4 Delivering good design; • Policy D5 Inclusive design; • Policy D6 Housing quality and standards; • Policy D7 Accessible housing; • Policy D8 Public realm; • Policy D9 Tall buildings; • Policy D11 Safety, security and resilience to emergency; • Policy D12 Fire safety; • Policy D13 Agent of Change; • Policy D14 Noise; • Policy H1 Increasing housing supply; • Policy H4 Delivering affordable housing; • Policy H5 Threshold approach to applications; • Policy H6 Affordable housing tenure; • Policy H10 Housing size mix; • Policy S4 Play and informal recreation; • Policy E8 Sector growth opportunities and clusters; Policy E9 Retail, markets and hot food takeaways; • Policy E11 Skills and opportunities for all; • Policy HC1 Heritage



conservation and growth; • Policy HC3 Strategic and local views; • Policy G1 Green infrastructure; • Policy G5 Urban greening; • Policy G6 Biodiversity and access to nature; • Policy G7 Trees and woodland; • Policy SI1 Improving air quality; • Policy SI2 Minimising greenhouse gas emissions; • Policy SI3 Energy infrastructure; • Policy SI4 Managing heat risk; • Policy SI5 Water infrastructure; • Policy SI7 Reducing waste and supporting the circular economy; • Policy SI12 Flood Risk Management; • Policy SI13 Sustainable drainage; • Policy SI14 Waterways – strategic role; • Policy T1 Strategic approach to transport; • Policy T2 Healthy Streets; • Policy T3 Transport capacity, connectivity and safeguarding; • Policy T4 Assessing and mitigating transport impacts; • Policy T5 Cycling; • Policy T6 Car parking; • Policy T6.1 Residential parking; • Policy T6.3 Retail parking; • Policy T6.5 Non-residential disabled persons parking; • Policy T7 Deliveries, servicing and construction; • Policy T9 Funding transport through planning; and • Policy DF1 Delivery of the plan and planning obligations.

- Richmond Local Plan (2018) : LP 1; LP 2; LP 3; LP 4; LP 5; LP 6; LP 8; LP 10; LP 11; LP 14; LP 15; LP 16; LP 17; LP 20; LP 21; LP 22; LP 27; LP 28; LP 29; LP 30 ; LP 31; LP 34; LP 35; LP 36; LP 37; LP 39; LP 44 ; LP 45.

#### **24. Building Regulations:**

The applicant is advised that the erection of new buildings or alterations to existing buildings should comply with the Building Regulations. This permission is NOT a consent under the Building Regulations for which a separate application should be made. For application forms and advice please contact the Building Control Section of the Street Scene department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411). If you alter your proposals in any way, including to comply with the Building Regulations, a further planning application may be required. If you wish to deviate in any way from the proposals shown on the approved drawings you should contact the Development Control Department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411).

#### **25. Damage to the public highway:**

- a) Care should be taken to ensure that no damage is caused to the public highway adjacent to the site during demolition and (or) construction. The Council will seek to recover any expenses incurred in repairing or making good such damage from the owner of the land in question or the person causing or responsible for the damage.
- b) BEFORE ANY WORK COMMENCES you MUST contact Highways and Transport, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ (Telephone 020 8891 7090 ask for the Streetscene inspector for your area or email [highwaysandtransport@richmond.gov.uk](mailto:highwaysandtransport@richmond.gov.uk)) to arrange a pre commencement photographic survey of the public highways adjacent to and within the vicinity of the site.
- c) The precondition survey will ensure you are not charged for any damage which existed prior to commencement of your works. If you fail to contact us to arrange a pre commencement survey then it will be assumed that any damage to the highway was caused by your activities and you will be charged the full cost of repair.
- d) Once the site works are completed you need to contact us again to arrange for a post construction inspection to be carried out. If there is no further damage then the case will be closed. If damage or further damage is found to have occurred then you will be asked to pay for repairs to be carried out.

#### **26. Noise control - Building sites:**

1. The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on

construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department.

2. Under the Act the Council has certain powers to control noise from construction sites. Typically the council will limit the times during which sites are permitted to make noise that their neighbours can hear. For general construction works the Council usually imposes (when necessary) the following limits on noisy works:-
  - Monday to Friday 8am to 6pm
  - Saturdays 8am to 1pm
  - Sundays and Public Holidays- No noisy activities allowed
3. Applicants should also be aware of the guidance contained in British Standard 5228:2009- Noise and vibration control on construction and open sites. Any enquiries for further information should be made to the Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB.

### **27. Thames Water Informative:**

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. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality)."

### **28. Environment Agency Informative**

1. Piling can result in risks to groundwater quality by mobilising contamination when boring through different bedrock layers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater. If Piling is proposed, a Piling Risk Assessment must be submitted, written in accordance with EA guidance document "Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention. National Groundwater & Contaminated Land Centre report NC/99/73".
2. The CLAIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works are waste or have ceased to be waste. Under the Code of Practice: excavated materials that are recovered via a treatment operation can be re-used on-site providing they are treated to a standard such that they fit for purpose and unlikely to cause pollution treated materials can be transferred between sites as part of a hub and cluster project formally agreed with the EA some naturally occurring clean material can be transferred directly between sites.
3. Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.
4. The Environment Agency recommends that developers should refer to: the Position statement on the Definition of Waste: Development Industry Code of Practice and; The Environmental regulations page on GOV.UK
5. Any re-use of excavated materials not undertaken formally using the CLAIRE DoWCoP would require an environmental permit for deposit, unless materials are solely aggregates from virgin sources, or from a fully compliant Quality Protocol aggregates supplier. Any deposit of materials outside of these scenarios could be subject to enforcement actions and/or landfill tax liabilities.

### **Statement of positive and proactive action in dealing with the application**

In dealing with this application, the Mayor, acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report and update report GLA/4795/03. The Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.

**John Finlayson**  
Head of Development Management

#### Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

## **NOTES TO APPLICANTS**

### **Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.**

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the The Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/government/organisations/planning-inspectorate>.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

### **Purchase Notices and Compensation**

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX or the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

### SCHEDULE 3

#### AFFORDABLE HOUSING

##### PART A

1. **AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION**
- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Part A of Schedule 3.
- 1.2 The Affordable Housing Units (including for the avoidance of doubt the Council Grant Funded Units, if any), Additional Affordable Housing Units (including any financial contribution payable under paragraph 3.13 of Part B) shall together not exceed 50 per cent (by Habitable Room) of the Residential Units **PROVIDED THAT** the tenure split of the Affordable Housing Units together with the Additional Affordable Housing Units accords with the Affordable Housing Target Tenure Split.
2. **AFFORDABLE HOUSING PROVISION**
- 2.1 The Owner shall not:
  - 2.1.1 Occupy or permit the Occupation of the London Affordable Rented Housing Units nor any Additional Affordable Housing Units to be provided as London Affordable Rented Housing for any purpose other than for London Affordable Rented Housing for the lifetime of the Development;
  - 2.1.2 Occupy or permit the Occupation of the London Shared Ownership Housing Units nor any Additional Affordable Housing Units to be provided as London Shared Ownership Housing for any purpose other than for London Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular London Shared Ownership Housing Unit;
  - 2.1.3 Occupy or permit the Occupation of the London Living Rent Housing Units nor any Additional Affordable Housing Units to be provided as London Living Rent Housing for any purpose other than for London Living Rent Housing for the lifetime of the Development SUBJECT ALWAYS to paragraph 4 of this Part A
  - 2.1.4 Occupy or permit the Occupation of any Affordable Housing Units which are provided as Social Rented Housing Units nor any Additional Affordable Housing Units to be provided as Social Rented Housing for any purpose other than for Social Rented Housing for the lifetime of the Development

PROVIDED ALWAYS and for the avoidance of doubt the provisions of this paragraph 2 of Schedule 3 shall apply in the same terms to any Council Grant Funded Units by operation of paragraph 8 of this Part A of Schedule 3

3. **DELIVERY OF AFFORDABLE HOUSING**
- 3.1 The Owner shall ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards that are in place on the date of this Deed.
- 3.2 The Owner shall provide:
  - 3.2.1 the Affordable Wheelchair Accessible Housing Units; and
  - 3.2.2 at least 10% of the Open Market Housing Units,as wheelchair accessible units in compliance with Building Regulations requirement M4(3) 'wheelchair user dwellings' (in consultation with the Council) and to ensure that where a communal access is to be the principal access for wheelchair users, the specification of the communal access shall not be less than the specification for access for wheelchair units under the Building Regulations requirement M4(3) 'wheelchair user dwellings' and any

- nominations for such adapted units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably PROVIDED THAT the Affordable Wheelchair Accessible Housing Units shall be provided as wheelchair accessible units in compliance with Building Regulations requirement M4(3)(2)(b) 'wheelchair user dwellings'.
- 3.3 Prior to the Commencement of the Development, the Owner shall consult with the Council's Housing Occupational Therapist on the design and layout of the wheelchair user dwellings and shall comply with the Council's Housing Occupational Therapist's reasonable requests and a scheme specifying the detailed design and layout of the Affordable Housing Units and Open Market Units to be provided in accordance with paragraph 3.2 above shall be submitted to the Council for approval and the Development shall not be Commenced until that scheme has been approved by the Council.
- 3.4 The Development shall not be implemented other than in accordance with the scheme approved under paragraph 3.3 above (or such replacement scheme as may be submitted by the Owner to the Council and approved by the Council from time to time).
- 3.5 Save for those Affordable Housing Units and Open Market Housing Units to which paragraph 3.2 applies, all Residential Units shall be provided as wheelchair accessible and adaptable units in compliance with Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and to ensure that, subject to paragraph 3.2 above, the specification for any communal access shall not be less than the specification for access for wheelchair accessible and adaptable units under Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and any nominations for such adaptable units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably.
- 3.6 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 Shared Ownership Lessee has Staircased to 100% equity.
- 3.7 Each London Shared Ownership Housing Unit shall be marketed:
- 3.7.1 as available to Eligible Purchasers who are within Priority Band 1 for a period of at least 3 months with priority for any marketing and sales being given to Eligible Purchasers falling within Priority Band 1 and who are Local Residents (the "**Exclusivity Period**"); and
- 3.7.2 following the expiry of the Exclusivity Period, the London Shared Ownership Housing Units may be marketed to Eligible Purchasers who are within Priority Band 2 (with priority being given to Local Residents)
- 3.8 Not less than 12 months prior to the estimated date of Practical Completion of the first London Shared Ownership Housing Unit to be Practically Completed the Owner or the Affordable Housing Provider shall submit to the Council for its approval the London Shared Ownership Marketing Plan and such units shall be marketed and disposed of in accordance with the approved London Shared Ownership Marketing Plan and paragraph 3.7 of this Part A of Schedule 3.
- 3.9 No marketing of any of the London Shared Ownership Housing Units shall be carried out until the London Shared Ownership Marketing Plan has been approved in writing by the Council.
- 3.10 All net receipts received by an Affordable Housing Provider as a result of Staircasing (or such other body who receives such net receipts) shall be recycled and used for no purpose other than towards the provision of Affordable Housing in London.
- 3.11 Not less than 12 months prior to the estimated date of Practical Completion of the first London Living Rent Housing Unit to be Practically Completed the Owner or the Affordable Housing Provider shall submit to the Council for its approval the London Living Rent Marketing Plan and such units shall be marketed and let in accordance with the approved London Living Rent Marketing Plan and paragraph 4 of this Part A of Schedule 3.

- 3.12 No marketing of any of the London Living Rent Housing Units shall be carried out until the London Living Rent Marketing Plan has been approved in writing by the Council.

#### **4. CONVERSION OF LONDON LIVING RENT HOUSING UNITS**

- 4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
- 4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1 above, the Owner shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
- 4.3 On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has (or have) not elected to acquire that unit, the Owner may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT paragraphs 3.7.1 and 3.7.2 above shall apply mutatis mutandis to such sale and the sale shall only complete after the termination of the then current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
- 4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
- 4.5 The Owner shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Unit(s) in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

#### **5. DELIVERY OF THE AFFORDABLE HOUSING UNITS**

- 5.1 The Owner covenants not to Occupy any Open Market Housing Units unless and until:
- 5.1.1 50% of the Affordable Housing Units in Block C have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.1.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of those Affordable Housing Units has been granted to the Affordable Housing 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.
- 5.2 The Owner covenants not to Occupy more than 50% of the Open Market Housing Units unless and until:
- 5.2.1 all of the Affordable Housing Units in Block C have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.2.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of those Affordable Housing Units has been granted to the Affordable Housing 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.
- 5.3 The Owner covenants not to Occupy more than 80% of the total Open Market Housing Units unless and until:

- 5.3.1 all of the Affordable Housing Units have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.3.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units has been granted to the Affordable Housing 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.
- 5.4 The Owner shall provide evidence of the transfer to an Affordable Housing Provider (or Affordable Housing Providers) of the freehold or a long leasehold interest of the London Shared Ownership Housing Units referred to in paragraphs 5.1.2 and 5.2.2 of this Schedule to the Council's Housing Development Partnership Manager within ten (10) Working Days of completion of the transfer or lease.
- 5.5 The Owner covenants to procure that an Affordable Housing Provider (or Affordable Housing Providers) shall enter into a Nominations Agreement (or Nominations Agreements) in respect of the Low Cost Rented Housing Units and that a Low Cost Rented Housing Unit shall not be Occupied until a Nominations Agreement has been entered into in respect of that Low Cost Rented Housing Unit.
- 5.6 The Owner covenants not to Occupy or permit Occupation of more than 25 per cent of the Open Market Housing Units until an Affordable Housing Provider has (or Affordable Housing Providers have) entered into a Nominations Agreement (or Nominations Agreements) with the Council in respect of all of the Low Cost Rented Housing Units.

## 6. MISCELLANEOUS PROVISIONS

- 6.1 The Owner covenants that prior to Practical Completion of any of the Affordable Housing Units in a Phase:
  - 6.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units included in the relevant Phase shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
  - 6.1.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to provide safe access;
  - 6.1.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.
- 6.2 The Owner covenants:
  - 6.2.1 to ensure that the design and construction of the Development is executed in such a way as to minimise any nominal Service Charge for each Affordable Housing Unit;
  - 6.2.2 not later than three months prior to Occupation of an Affordable Housing Unit to agree any Service Charges for that Affordable Housing Unit with the Affordable Housing Provider and the Council (the "**Agreed Service Charge Rate**") and thereafter the Service Charges for that Affordable Housing Unit shall not exceed the Agreed Service Charge Rate (Index Linked) unless the Council (following a written request from the Owner or the Affordable Housing Provider) agrees 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
  - 6.2.3 not to permit Occupation of any Affordable Housing Unit until the Service Charges for that Affordable Housing Unit are agreed.



7. **ADDITIONAL AFFORDABLE HOUSING UNITS**

7.1 If any Additional Affordable Housing Units are required pursuant to paragraph 3 of Part B of this Schedule 3 all references to "Affordable Housing Units" in this Part A (except in paragraph 1.2) and in clauses 6.1.4, 6.1.7 and 6.2 to 6.8 of this Deed shall include the Additional Affordable Housing Units.

8. **COUNCIL GRANT FUNDING**

8.1 As soon as reasonably practicable after the date of this Deed and in any event at least 6 months prior to the Commencement of Development the Owner shall provide written notice requesting that the Council commence a review of available Council Grant Funding.

8.2 Subject always to paragraph 8.5 below, in the event that:

8.2.1 the Council serves the Preliminary Notice within 10 Working Days of receipt by the Council of the notice served pursuant to paragraph 8.1 of this Part A the Owner shall seek to jointly appoint with the Council the Independent Valuer (such appointment to be at the Owner's cost and made within 10 Working Days of the service of the Council's Preliminary Notice and if that does not occur then paragraph 8.2.2 shall apply);

8.2.2 if the Owner and the Council are unable to agree on the identity of the Independent Valuer or the Council does not provide input into the identity of the Independent Valuer within 10 Working Days of the date of the service of the Council's Preliminary Notice (or such longer period as may be agreed between the Owner and the Council, each in their absolute discretion) either party may ask the President for the time being of the Royal Institution of Chartered Surveyors to nominate a valuer from a major London firm of surveyors with not less than 10 years relevant experience and if he or she is unable or unwilling to do so, the next most senior officer may make the nomination and for the avoidance of doubt the relevant person so nominated shall be the Independent Valuer;

8.2.3 the Independent Valuer shall be instructed by the Owner (or jointly if the Owner and the Council agree between them that the instruction is to be a joint instruction between the Owner and the Council) to provide, within 15 Working Days of his or her appointment, written confirmation of the Total Benchmark Value to the Council and the Owner;

8.2.4 within 20 Working Days of receipt of such written confirmation the Council shall have the ability to determine (such determination to be approved by the Owner in writing (acting reasonably) and which determination is hereafter referred to as the "**Council's Determination**") the effect on the Total Benchmark Value of any additional Affordable Housing Units that might be secured as part of the Development in application of the available Council Grant Funding PROVIDED THAT where the Council does not provide a Council's Determination within the aforementioned 20 Working Day period, the Owner shall have the ability to refer the matter to the Independent Valuer pursuant to the terms of paragraph 8.2.5(B);

8.2.5 the Owner has approved in writing the Council's Determination (such approval not to be unreasonably withheld or delayed) and in the event that (in each case if applicable):

(A) the Owner has not responded to the Council's Determination within 10 Working Days of receipt by the Owner of the Council's Determination, then the Owner shall be deemed to have approved the Council's Determination; or

(B) the Owner has responded to the Council's Determination within 10 Working Days of receipt by the Owner of the Council's Determination but the Owner's response is that it does not agree with the Council's Determination, then either party may refer matter to the Independent Valuer for determination (and for that purpose the Owner shall and the

Council may provide the Independent Valuer with such information as is reasonably required by the Independent Valuer for the purposes of the Independent Valuer's determination) who shall determine the effect on the Total Benchmark Value of any additional Affordable Housing Units that might be secured as part of the Development in application of the available Council Grant Funding (and the Independent Valuer's determination on that matter shall be deemed to be the Council's Determination for the purposes of this paragraph 8 and shall be deemed to have been approved by the Owner);

8.2.6 the extent of the Council Grant Funding is confirmed in writing to the Owner by the Council within 60 days of the Owner's approval (or deemed approval, as applicable) under paragraph 8.2.5 of the Council's Determination (and such written confirmation from the Council is hereafter referred to as the "**Council's Grant Funding Notice**");

8.2.7 the Council's Grant Funding Notice:

- (A) provides a detailed breakdown of which Residential Units are proposed to be provided as Council Grant Funded Units (including which (if any) are to be provided as London Shared Ownership Housing and which (if any) are to be provided as London Affordable Rented Housing or Social Rented Housing) using the Council Grant Funding and by specific reference to the effect on the Total Benchmark Value of providing those Residential Units as Council Grant Funded Units;
- (B) confirms that acceptance of the Council Grant Funding will have no material impact upon the timing and delivery of the Development and raises no new limitations, conditions or requirements that would in any way fetter or delay the delivery of the approved Development; and
- (C) further confirms that the available Council Grant Funding is sufficient to secure provision of the Council Grant Funded Units identified pursuant to paragraph 8.2.7(A) above by the relevant Affordable Housing Provider for no less than the relevant Unit Benchmark Value and, for the avoidance of doubt, at no additional cost to the Owner and for no less consideration (including any accrued principal monies, interest, costs and expenses including for the avoidance of doubt the cost of instruction of the Independent Valuer) than the amount due without Council Grant Funding.

then:

8.2.8 the Owner within 30 Working Days of the Council's Grant Funding Notice shall seek to agree with the Council (unless otherwise agreed in writing and acting reasonably) in writing the amount of and which Residential Units shall be provided as Council Grant Funded Units; or

8.2.9 in the event that the Owner and the Council cannot reach agreement pursuant to paragraph 8.2.8 above within the said 30 Working Day period specified therein (or such other period as may have been agreed between the Council and the Owner in accordance with that paragraph 8.2.8), then the matter shall be referred to an Expert for determination in accordance with clause 10 and such Expert shall, for the avoidance of doubt, determine the amount of and which Residential Units shall be provided as Council Grant Funded Units having regard to:

- (A) the Independent Valuer's confirmation of the Total Benchmark Value pursuant to paragraph 8.2.3;
- (B) the Council's Determination, and the Owner's approval (or deemed approval) of it, pursuant to paragraphs 8.2.4 and 8.2.5;

- (C) the Council's Grant Funding Notice issued pursuant to paragraph 8.2.6 (including the information contained within it which is required by paragraph 8.2.7); and
- (D) all other requirements of this paragraph 8.2 and the definitions of relevant capitalised terms as defined under clause 1.1 of this Deed and this paragraph 8.2,

(and for that purpose the parties shall provide the Expert with such information as is reasonably required by the Expert for the purposes of the Expert's determination),

and, with effect from the date of such agreement between the Owner and the Council (or, if applicable, determination by the Expert) pursuant to paragraph 8.2.8 or 8.2.9 (as applicable), paragraph 8.3 of this Part A of Schedule 3 shall apply.

- 8.3 In the event that (and with effect from the first date on which) this paragraph 8.3 applies, the Council may enter into a Capital Funding Agreement with the Affordable Housing Provider on terms that are reasonable to ensure the Affordable Housing Provider receives the Council Grant Funding to meet any contractual commitment the Affordable Housing Provider has to the Owner in respect of its acquisition of the Affordable Housing Units.
- 8.4 Subject to the relevant Capital Funding Agreement having been completed pursuant to and in accordance with paragraph 8.3, the Council Grant Funded Units as agreed pursuant to the provisions of paragraph 8.2 above shall be provided in accordance with the relevant paragraphs of this Part A of Schedule 3 (and the definitions in clause 1.1 of Affordable Housing Units, Low Cost Rented Housing Units, London Living Rent Housing Units and London Shared Ownership Housing Units shall be construed accordingly) and for the avoidance of doubt the Council Grant Funding paid by the Council in accordance with this paragraph 8 shall be applied towards providing the relevant Residential Units as Council Grant Funded Units (as determined pursuant to paragraph 8.2 above).
- 8.5 The obligations contained in paragraphs 8.1 to 8.4 of this Part A of this Schedule shall cease to apply and shall no longer be binding upon the Owner (and its successors in title) in the event that any of the Council's obligations associated with the time periods referred to at paragraphs 8.2.1 (in respect of the service of the Preliminary Notice only), 8.2.4 and 8.2.6 are not complied with by the Council within the specified periods (including, in respect of the 60 day period referred to in paragraph 8.2.6, the details to be provided and confirmed by the Council at paragraph 8.2.7), or, if earlier, the Council provides written confirmation to the Owner that there is no available Council Grant Funding.

## PART B

### VIABILITY REASSESSMENT

#### 1. VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the GLA and the Council in writing of the date on which it considers that 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 GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the GLA or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council to determine whether 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 of this Part B of Schedule 3, the Owner shall afford the GLA and the Council (and their agents) access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** such access is only permitted subject to the GLA and the Council:
- 1.3.1 providing the Owner with reasonable written notice of their intention to carry out such an inspection;
  - 1.3.2 complying with relevant health and safety legislation; and
  - 1.3.3 at all times being accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the GLA and the Council receive:
- 1.4.1 notice pursuant to paragraph 1.1 of this Part B of Schedule 3; or
  - 1.4.2 where the Council and/or the GLA has made any request(s) under paragraph 1.2 of this Part B of Schedule 3, all of the additional documentary evidence so requested,
- the Council may (and, if the GLA elects to do so, the GLA shall) inspect the Land and thereafter the Council may provide written confirmation to the Owner within 10 Working Days of any inspection date as to whether or not the Council (and, if the GLA has inspected the Land, the GLA), considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date **PROVIDED THAT** if the Council have not provided written confirmation to the Owner within 10 Working Days of any inspection date the Owner may notify the GLA of that fact and within a reasonable period following receipt of such notice the GLA shall inspect the Land and the GLA shall provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the GLA considers that 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, if the Council or the GLA notifies the Owner that the Council or the GLA considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council (and/or, as the case may be, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Part B of Schedule 3 that Substantial Implementation has been achieved.
- 1.6 If the GLA inspects the Land pursuant to paragraph 1.4, its decision as to whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date (as notified to the Owner under paragraph 1.5 above) shall override the Council's decision in relation to the same (if any).

- 1.7 The Owner shall not Occupy the Development or any part thereof until the GLA or the Council has notified the Owner pursuant to paragraph 1.5 of this Part B of Schedule 3 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

**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 or the GLA under paragraph 1.4 of this Schedule 3 or pursuant to clause 10 of this Deed (*Dispute Resolution*)):

- 2.1.1 the Owner shall submit to the Council and the GLA the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Part B of Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available:

- (A) the Development Viability Information for Formula 1a and Formula 2;
- (B) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (C) 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 of this Part B of Schedule 3 shall apply.

**3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 3.1 If it so wishes, the Council shall be entitled to assess the information submitted pursuant to paragraph 2 of this Part B of Schedule 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a 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 1a and Formula 2 subject to such evidence also being provided to the Owner.

- 3.2 The Council and the GLA may (at the cost of the Owner) jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part B of Schedule 3.

- 3.3 Not later than 20 Working Days after submission of the information under 2.1.1 above, the GLA, the Council and/or an External Consultant may request in writing from the Owner further Development Viability Information or supporting evidence of the same.

- 3.4 The Owner shall provide any reasonably required information to the GLA, the Council or the External Consultant(s) (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 above.

- 3.5 The process in paragraphs 3.3 and 3.4 may be repeated until the GLA, the Council and/or the External Consultant(s) (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 1a and Formula 2, with the periods in paragraphs 3.3, 3.4 and 3.6.2 of this Part B of Schedule 3 restarting accordingly.

- 3.6 If on the date which is:

- 3.6.1 20 Working Days from the submission of the information under paragraph 2.1.1 of this Part B of Schedule 3, if no request is made under paragraph 3.3 above; or

- 3.6.2 15 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,
- the Council has notified the GLA and the Owner in writing of the Council's intended decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved then paragraphs 3.7 3.8 and 3.9 shall apply (and paragraphs 3.10 3.11 and 3.12 shall not apply) HOWEVER if by such date no such notification has been provided by the Council then paragraphs 3.7 3.8 and 3.9 shall not apply and paragraphs 3.10 3.11 and 3.12 shall apply instead.
- 3.7 Where the Council concludes (pursuant to paragraph 3.6) that Additional Affordable Housing Units are required to be delivered but the Owner's initial submission concluded otherwise or if Council's notice advises that the Additional Affordable Housing Scheme initially submitted by the Owner is not approved by the Council, the Owner shall provide an Additional Affordable Housing Scheme to the Council (with a copy to the GLA) for approval within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6.
- 3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 3.7 above, the Council may notify the GLA and the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the submission (the "**Council's Response Period**") and, if the Additional Affordable Housing Scheme is not approved or the Council does not notify the GLA and the Owner of its intended decision prior to the expiry of the Council's Response Period, then the GLA shall within 15 Working Days of the expiry of the Council's Response Period notify the Council and the Owner in writing of the GLA's decision as to whether the submitted Additional Affordable Housing Scheme is approved.
- 3.9 Not later than 15 Working Days after receipt of the Council's notification under paragraph 3.6 above or, if later, the Council's notification under paragraph 3.8 above, the GLA shall confirm in writing to the Council and the Owner whether it agrees with the Council's intended decision in paragraph 3.6 (including whether to approve the Additional Affordable Housing Scheme, if submitted) and the GLA (acting reasonably) will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 and:
- 3.9.1 if the GLA agrees with the Council's intended decision, paragraphs 3.13 and 4 below shall apply (if relevant); and
- 3.9.2 if the GLA disagrees with the Council's intended decision, the GLA shall give reasons as to why it does not agree with the Council's intended decision and the GLA shall state its decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved, and paragraphs 3.13 and 4 shall apply in respect of the GLA's decision.
- 3.10 Where this paragraph 3.10 applies, not later than:
- 3.10.1 35 Working Days from the submission of the information under paragraph 2.1.1 of this Part B of Schedule 3, if no request is made under paragraph 3.3 above; or
- 3.10.2 25 Working Days from the date of receipt by the GLA of the information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,
- the GLA shall notify the Council and the Owner in writing of the GLA's decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.11 Where the GLA concludes (pursuant to paragraph 3.10) that Additional Affordable Housing Units are required to be delivered but the Owner's initial submission concluded otherwise or the GLA concludes that the Additional Affordable Housing Scheme initially submitted by the Owner is not approved by the GLA, the Owner shall provide an Additional Affordable

Housing Scheme to the GLA (with a copy to the Council) for approval within 20 Working Days of the date on which it receives the GLA's notice pursuant to paragraph 3.10.

3.12 If an Additional Affordable Housing Scheme is submitted to the GLA pursuant to paragraph 3.11 above, the GLA shall notify the Council and the Owner in writing of the GLA's decision as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, paragraph 3.11 and this paragraph 3.12 shall continue to apply mutatis mutandis.

3.13 If: (i) the Council's assessment pursuant to paragraph 3.6 concludes (and the GLA has confirmed in writing its agreement with such conclusion in accordance with paragraph 3.9.1 above); or (ii) (as the case may be) the GLA's assessment pursuant to paragraph 3.10 concludes, that

3.13.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

3.13.2 a surplus profit arises following the application of Formula 1a 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 towards offsite Affordable Housing not later than 30 Working Days after the GLA's confirmation.

3.14 The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part B of Schedule 3 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 UNITS**

4.1 Where it is determined pursuant to paragraph 3.9 or paragraph 3.10 or paragraph 3.12 (as the case may be) of this Part B of Schedule 3 that one or more Additional Affordable Housing Units are required, the Owner shall:

4.1.1 construct all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the GLA (and, for the avoidance of doubt, those provisions of Part A of Schedule 3 which pursuant to paragraph 7 of that Part A apply to such units) and make them available for Occupation; and

4.1.2 not Occupy or permit the Occupation of any Open Market Housing Units unless and until it has paid any remaining surplus profit pursuant to paragraph 3.10 of this Part B of Schedule 3 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

#### **5. MONITORING**

5.1 The GLA will use reasonable endeavours to procure that the Council reports to the GLA through the Planning London Datahub the information in paragraph 5.2 below (to the extent applicable) as soon as reasonably practicable after (if relevant) the GLA's confirmation in writing pursuant to paragraph 3.9 or paragraph 3.10 or paragraph 3.12 (as the case may be) of this Part B that the Additional Affordable Housing Scheme is approved.

5.2 The information referred to in paragraph 5.1 above is:

5.2.1 the number and tenure of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any);

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

5.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.10 of this Part B.

6. **PUBLIC SUBSIDY**

6.1 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.



### ANNEX TO SCHEDULE 3

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

"Surplus profit" =  $((A - B) - (D - E)) - P + CG$

**Where:**

A = Estimated GDV (£)

B =  $A \div (C + 1)$

C = Percentage change in value for the private residential component of the development from grant of Planning Permission to Review Date (using Land Registry House Price Index for new build properties for the London Borough of Richmond upon Thames)) (%)

D = Estimated Build Costs (£)

E =  $D \div (F + 1)$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

Calculated by (BCIS TPI at review – BCIS TPI at grant of permission) divided by BCIS TPI at grant of permission as a percentage.

Example – If BCIS TPI is 345 at date of review and TPI was 275 at date of permission,  
 $F = 345 - 275 = 70; 70 / 275 = 25.45\%$

P =  $(A - B) \times Y$  Owner's profit on change in GDV of private residential component (£)

Y = 17.5% Owner's profit as a percentage of GDV for the private residential component as determined as part of the review (%)

CG = Any grant funding which the Council has provided or is contractually committed to provide to the Owner for the provision of Affordable Housing within the Development (but for the avoidance of doubt excluding any Council Grant Funding provided or secured as a result of the Council Grant Funding Review)

**Notes:**

B is the assumed application stage GDV for private residential component at the date of planning permission (£)

E is the assumed application stage build costs for the private residential component at the date of planning permission (£)

(A – B) represents change in GDV of the private residential component of development from the date of planning permission to the date of review (£)

(D – E) represents the change in build costs for the private residential component from the date of planning permission to the date of review (£)

## **FORMULA 2 (Additional Affordable Housing)**

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

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

Y = Additional London Living Rent Housing requirement (Habitable Rooms)

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

Where:

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

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

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

**D** = Average Habitable Room size for the Development being 18.9 m<sup>2</sup>

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

**F** = 80%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing

**G** = 20%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for London Living Rent Housing

### **Notes**

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

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

(E \* F) represents the surplus profit to be used for London Affordable Rented Housing (£).

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

(E \* F) ÷ (A – B) represents the additional London Affordable Rented Housing requirement (m<sup>2</sup>).

(E \* G) ÷ (A – C) represents the additional London Living Rent Housing requirement (m<sup>2</sup>).

## SCHEDULE 4

### TRANSPORT

#### 1. RESIDENTIAL TRAVEL PLAN

- 1.1 The Owner shall not Occupy or permit Occupation of any Residential Unit unless or until the Residential Travel Plan has been submitted to and approved by the Council in writing (the "**Approved Residential Travel Plan**").
- 1.2 The Owner shall commence implementation of the Approved Residential Travel Plan prior to first Occupation of the first Residential Unit to be Occupied and shall implement the requirements and obligations of the Approved Residential Travel Plan (as may be amended from time to time in accordance with paragraph 3.2 or as may otherwise be amended by agreement in writing between the Council and the Owner from time to time).
- 1.3 The Owner shall pay to the Council the Travel Plan Monitoring Contribution (Residential) prior to first Occupation of the Development and shall not Occupy or permit Occupation of the Development unless and until the Travel Plan Monitoring Contribution (Residential) has been paid to the Council.

#### 2. CONTENTS OF RESIDENTIAL TRAVEL PLAN

- 2.1 The Owner covenants with and undertakes to the Council that the Residential Travel Plan shall include (but not be limited to) the following information and measures:
  - 2.1.1 a specimen welcome pack for all Occupiers of the Residential Units;
  - 2.1.2 a baseline travel survey completed on Occupation of half of the Residential Units (the "**Residential Baseline Travel Survey**");
  - 2.1.3 provisions to ensure that travel surveys include gendered data to understand and maximise women's travel, as well as results from both day-time and night-time periods;
  - 2.1.4 explore initiatives to promote cycling and walking which shall include but not be limited to the provision of visitor cycle spaces outside the entrance to each block;
  - 2.1.5 include proposals for providing and promoting public transport information (for example, maps, routes and timetables);
  - 2.1.6 proposals for monitoring of the demand of the use of Blue Badge car parking spaces;
  - 2.1.7 Include a collision review of the latest available data and proposals to monitor and address safety issues identified;
  - 2.1.8 provide objectives and targets over the life of the Residential Travel Plan aimed at reducing car use and achieving the mode shares as agreed with TfL and as predicted in the 2021 Transport Assessment Addendum (Table 12 – Adjusted mode splits) and Appendix 5, and approved on grant of the Planning Permission; and
  - 2.1.9 proposals for monitoring compliance with the Residential Travel Plan and achievement of the objectives and targets.

#### 3. REVIEW OF RESIDENTIAL TRAVEL PLAN

- 3.1 The Owner shall review the operation of the Approved Residential Travel Plan annually on the anniversary of the date of the Residential Baseline Travel Survey for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Approved Residential Travel Plan are being achieved and any proposals for improving the operation of the Residential Travel Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Approved Residential Travel

Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 3.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.

- 3.2 Following submission of a review of the Approved Residential Travel Plan:
- 3.2.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Approved Residential Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Residential Travel Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and
- 3.2.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Approved Residential Travel Plan have not been achieved, the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Residential Travel Plan.
- 3.3 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 3.1 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Residential Travel Plan.

#### 4. **COMMERCIAL TRAVEL PLAN**

- 4.1 The Owner shall not Occupy or permit Occupation of any Commercial Unit unless or until the Commercial Travel Plan has been submitted to and approved by the Council in writing (the "**Approved Commercial Travel Plan**").
- 4.2 The Owner shall commence implementation of the Approved Commercial Travel Plan prior to first Occupation of any Commercial Unit and shall implement the requirements and obligations of the Approved Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 6.2 or as may otherwise be amended by agreement in writing between the Council and the Owner from time to time).
- 4.3 The Owner shall pay to the Council the Travel Plan Monitoring Contribution (Commercial) prior to first Occupation of any Commercial Unit and shall not Occupy or permit Occupation of any Commercial Unit unless and until the Travel Plan Monitoring Contribution (Commercial) has been paid to the Council.

#### 5. **CONTENTS OF COMMERCIAL TRAVEL PLAN**

- 5.1 The Owner covenants with and undertake to the Council that the Commercial Travel Plan shall include (but not be limited to) the following information and measures:
- 5.1.1 a specimen welcome pack for all Commercial Occupiers of the Commercial Units;
- 5.1.2 a baseline travel survey to be completed on Occupation (the "**Commercial Baseline Travel Survey**")
- 5.1.3 explore initiatives to promote cycling and walking which shall include but not be limited to the provision of visitor cycle spaces outside the entrance to each block;
- 5.1.4 include proposals for providing and promoting public transport information (for example, maps, routes and timetables);

- 5.1.5 Include a collision review of the latest available data and proposals to monitor and address safety issues identified
- 5.1.6 provide objectives and targets over the life of the Commercial Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
- 5.1.7 proposals for monitoring compliance with the Commercial Travel Plan and achievement of the objectives and targets.

**6. REVIEW OF COMMERCIAL TRAVEL PLAN AND DSMP**

- 6.1 The Owner shall review the operation of the Approved Commercial Travel Plan annually on the anniversary of the date of the Commercial Baseline Travel Survey for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Approved Commercial Travel Plan are being achieved and any proposals for improving the operation of the Approved Commercial Travel Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Approved Commercial Travel Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 6.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.
- 6.2 Following submission of a review of the Approved Commercial Travel Plan,;
  - 6.2.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Approved Commercial Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Commercial Travel Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and
  - 6.2.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Approved Commercial Travel Plan have not been achieved the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Commercial Travel Plan.
- 6.3 The Owner shall review the operation of the Delivery and Servicing Management Plan annually on the anniversary of the date of the approved Delivery and Servicing Management Plan pursuant to the relevant planning condition for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Delivery and Servicing Management Plan are being achieved and any proposals for improving the operation of the Delivery and Servicing Management Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Delivery and Servicing Management Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 6.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.
- 6.4 Following submission of a review of the Delivery and Servicing Management Plan:
  - 6.4.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Delivery and Servicing Management Plan to ensure that the objectives and targets set out therein are achieved and the Owner

shall thereafter implement any such agreed changes to the Delivery and Servicing Management Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and

- 6.4.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Delivery and Servicing Management Plan have not been achieved the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Delivery and Servicing Management Plan.
- 6.5 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 6.1 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Commercial Travel Plan.
- 6.6 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 6.3 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Delivery and Servicing Management Plan.

## 7. CAR CLUB

- 7.1 The Owner shall:
- 7.1.1 not permit Occupation of the Development unless and until the Car Club Scheme has been submitted to and approved by the Council in writing PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the Car Club Scheme or the Council otherwise does not approve the submitted Car Club Scheme within 25 Working Days of such receipt by the Council then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*);
- 7.1.2 from Commencement of Phase 1b use reasonable endeavours to establish and promote a Car Club within the Development for use by residents and members of the public;
- 7.1.3 provide the Council with written updates every six months until a Car Club has been established on the steps taken and the progress being made to establish a Car Club on the Land;
- 7.1.4 not Occupy or permit Occupation of any Open Market Housing Unit within Phase 2 unless and until the Car Club has been established in accordance with the Car Club Scheme;
- 7.1.5 notify the Council in writing of the name and address of the operator of the Car Club prior to Occupation of any Open Market Housing Unit within Phase 2;
- 7.1.6 prior to Occupation of any Open Market Housing Unit within Phase 2 lay out and provide the Car Club Parking Spaces (including active electrical vehicle charging points) for the sole use of the Car Club (which use shall be under a lease or licence);
- 7.1.7 subject to paragraphs 7.3 to 7.5, retain the Car Club Parking Spaces provided pursuant to paragraph 7.1.6 above for the sole use of the Car Club PROVIDED THAT in the event that the Car Club Parking Spaces cease to be required for use by the Car Club pursuant to any of paragraphs 7.3 to 7.5 then the spaces shall

retained for use by Blue Badge holders only and shall not be used for any other purpose unless otherwise agreed by the Council;

- 7.1.8 publicise annually and provide details of how to become a member of the Car Club within the Owner's marketing materials promoting the Development and on the Owner's website from the date when the Car Club first becomes available to occupiers of the Development.
- 7.2 The Owner shall:
  - 7.2.1 provide one free membership of the Car Club per Residential Unit for each Residential Unit within the Development for a minimum period of 3 years from the date of the first Occupation of the relevant Residential Unit or the date the Car Club within the Land has been established, whichever is the later, such membership to be made available upon application by the owner or tenant or Occupier of the Residential Unit to the Owner; and
  - 7.2.2 advertise the existence of the Car Club to all Occupiers and the availability of the period of free membership to include posting notices within common parts of residential buildings, posting information on the website relating to the Development and providing a leaflet with details of the Car Club for residents on first Occupation of each Residential Unit.
- 7.3 If the operator of the Car Club confirms in writing that it no longer requires all or any of the Car Club Parking Spaces, then subject to the Owner providing satisfactory written evidence to the Council and the Council confirming its agreement that there is no demand for the Car Club Parking Spaces in question, the Owner shall thereafter no longer be required to maintain the Car Club Parking Spaces in question for use by the Car Club PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the written evidence that there is no demand for the Car Club Parking Spaces in question, or the Council does not confirm its agreement that there is no demand for the Car Club Parking Spaces in question within 25 Working Days of receipt by the Council of the said written evidence, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*).
- 7.4 If the operator of the Car Club ceases to exist, or ceases (otherwise than following termination of the relevant agreement with the operator of the Car Club by the Owner) to operate the Car Club on the Land, then subject to the Owner providing satisfactory written evidence to the Council that there is no demand from other CoMoUK-accredited companies to operate a Car Club from the Land and the Council confirming its agreement, the Owner shall thereafter no longer be required to allow the Car Club to operate from the Land or retain the Car Club Parking Spaces for use by the Car Club PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the written evidence that there is no demand from other CoMoUK accredited companies to operate a Car Club from the Land, or the Council does not confirm its agreement that there is no demand from other CoMoUK accredited companies to operate a Car Club from the Land within 25 Working Days of receipt by the Council of the said written evidence, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*).
- 7.5 If the Council otherwise confirms in writing that the Owner is no longer required to allow the Car Club to operate from the Land and/or retain the Car Club Parking Spaces for use by the Car Club, then the Owner shall no longer be required to allow the Car Club to operate from the Land and/or retain the Car Club Parking Spaces for use by the Car Club (as the case may be).
8. **CONTROLLED PARKING ZONE PERMIT PROHIBITION**
- 8.1 The Owner covenants and Undertakes to the Council:
  - 8.1.1 not to Occupy or permit any person to Occupy a Residential Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 8.1.4 hereof either by way of a written letter or notice or by specific

reference being made in a contract for sale and purchase and/or the associated title or marketing pack of information;

- 8.1.2 to ensure that all Occupiers are notified in writing prior to their Occupation of a Residential Unit that (unless they are holders of a Blue Badge) whilst an Occupier they are prohibited from applying for a resident's parking permit to park a vehicle on the public highway in a Controlled Parking Zone nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council;
- 8.1.3 to ensure that all relevant materials which they publish and any agreements entered into by them or their agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 8.1.4 below; and
- 8.1.4 that it and its successors in title to the Residential Units hereby waive, whilst Occupiers, all rights and entitlement to a resident's parking permit to park in a Controlled Parking Zone (unless the Occupier concerned is or becomes entitled to a Blue Badge), nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council, and the Owner shall not permit any person to Occupy a Residential Unit unless such person has waived all rights and entitlement to a resident's parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 8.1.1 and 8.1.2 above that person shall be taken as having waived all such rights and entitlement.

8.2 The Owner covenants and Undertakes to the Council:

- 8.2.1 not to Occupy or permit any person to Occupy a Commercial Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 8.2.4 hereof either by way of a written letter or notice or by specific reference being made in a lease, licence or contract for sale and purchase and/or the associated title or marketing pack of information;
- 8.2.2 to ensure that all Commercial Occupiers are notified in writing prior to their Occupation of a Commercial Unit that (unless they are holders of a Blue Badge) whilst a Commercial Occupier they are prohibited from applying for a business parking permit to park a vehicle on the public highway in a Controlled Parking Zone nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council;
- 8.2.3 to ensure that all relevant materials which it publishes and any agreements entered into by it or its agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 8.2.4 below; and
- 8.2.4 that it and its successors in title to the Commercial Units hereby waive, whilst Commercial Occupiers, all rights and entitlement to a business parking permit to park in a Controlled Parking Zone (unless the Commercial Occupier concerned is or becomes entitled to a Blue Badge), nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council, and the Owner shall not permit any person to Occupy a Commercial Unit unless such person has waived all rights and entitlement to a business parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 8.2.1 and 8.2.2 above that person shall be taken as having waived all such rights and entitlement.

9. **CPZ CONTRIBUTION**

- 9.1 The Owner undertakes to pay to the Council the CPZ Consultation Contribution at least three months prior to Commencement of the Development and not to Commence the Development unless and until the CPZ Consultation Contribution has been paid to the Council



- 9.2 The Owner undertakes:
- 9.2.1 to pay the CPZ Implementation Contribution to Council following the earlier of (i) 10 Working Days of receipt from the Council of confirmation that the Council has formally resolved to proceed with the establishment of one or more Controlled Parking Zones within the vicinity of the Land and/or changing one or more existing Controlled Parking Zones within the vicinity of the Land; and (ii) 10 Working Days prior to first Occupation of the Open Market Housing Units; and
- 9.2.2 not to Occupy or permit Occupation of the Open Market Housing Units unless and until the CPZ Implementation Contribution has been paid to the Council;

## 10. RAILWAY CONTRIBUTIONS

- 10.1 The Owner undertakes to the Council and the GLA (and for the benefit of Network Rail) to pay to the GLA, or (if the GLA elects) directly to Network Rail:
- 10.1.1 the Railway Safety Contribution prior to Commencement of Development and not to Commence Development until the Railway Safety Contribution has been paid to the Council;
- 10.1.2 the Level Crossing Improvements Contribution prior to Commencement of Development and not to Commence Development until the Level Crossing Improvements Contribution has been paid to the Council;
- 10.1.3 the Station Access Feasibility Contribution prior to Commencement of Development and not to Commence Development until the Station Access Feasibility Contribution has been paid to the Council; and
- 10.1.4 the North Sheen Station Improvements Contribution prior to Commencement of Development and not to Commence Development until the North Sheen Station Improvements Contribution has been paid to the Council.
- 10.2 The Owner shall use Reasonable Endeavours to procure that prior to Commencement of the Development Network Rail enters into a binding commitment with the Council to apply the financial contributions received from the GLA (or directly the Owner, as applicable) referred to in paragraph 10.1 for the purposes specified in this Deed.
- 10.3 The Owner shall use Reasonable Endeavours to procure that the level crossing improvements to be funded by the Level Crossing Improvements Contribution and the improvements to North Sheen station to be funded by the North Sheen Station Improvements Contribution are carried out and completed by or on behalf of Network Rail as soon as reasonably practicable following receipt by Network Rail of those contributions from the Council and prior to first Occupation of the Development, subject to any alternative timescales that may be agreed between the Owner and the Council.

## 11. SUSTAINABLE TRAVEL IMPLEMENTATION FUND

- 11.1 The Owner undertakes to the Council to pay to the Council the Sustainable Travel Implementation Fund prior to Occupation of the Development.
- 11.2 The Owner shall not Occupy or permit Occupation of the Development unless or until it has paid the Sustainable Travel Implementation Fund to the Council.

## 12. HIGHWAY WORKS

The Owner undertakes to the Council:

- 12.1.1 Unless otherwise agreed with the Council in writing, not to Commence the Development until it has entered into the Highways Agreement in a form that is satisfactory to the Council having submitted to and obtained the approval from the Council for the proposed Highway Works;
- 12.1.2 Unless otherwise agreed with the Council in writing, not to Occupy or permit Occupation of the Development until it has constructed the Highway Works to the Council's adoptable standard pursuant to the Highways Agreement and the

Council has issued the requisite certificate(s) of completion under the Highways Agreement in respect of the Highway Works.

**13. BUS LAYOVER LEASE**

13.1 The Owner undertakes to the Council (and for the benefit of TfL):

13.1.1 not to Commence the Development (or permit Commencement) until:

- (A) the Bus Layover Lease has been granted to London Bus Services Limited (or its nominee) and a certified true copy of the completed Bus Layover Lease has been provided to the Council and the GLA; and
- (B) the Owner has granted to London Bus Services Limited (or its nominee) any such other easements, rights and approvals as are necessary to ensure that both TfL and London Bus Services Limited and bus operating companies operating licensed London bus routes can access and use the Bus Layover Land as required; and

13.1.2 during the Bus Layover Safeguarding Period, to comply with the Existing Bus Layover Obligations and not to use (or permit the use of) the Bus Layover Land other than as a bus terminus and layover facility or to carry out any works or take any other actions which would or might prevent or interfere with such use (and to ensure that unencumbered access from the public highway to the Bus Layover Land for that purpose is maintained at all times).

## SCHEDULE 5

### TRAINING, LOCAL EMPLOYMENT AND EQUAL OPPORTUNITIES

#### **Part 1: Local Employment Agreement – Construction phase**

1. The Owner hereby undertakes to the Council to use reasonable endeavours to meet the targets, monitoring commitments and undertakings linked to the Development within the agreed Employment and Skills Plan.
2. The Owner shall use reasonable endeavours to match the opportunities in the Employment and Skills Plan to Local People, subject to compliance with all relevant laws.
3. The Owner shall use reasonable endeavours to ensure that its main contractor engages Local Businesses as sub-contractors whenever possible and will work with their main contractor to ensure that it will make all reasonable efforts to raise the skills and employability of Local People.

#### **Part 2: Employment and Skills Plan – Construction phase**

The Owner undertakes to the Council:

1. Prior to the Commencement of Development, to submit the Employment and Skills Plan (Construction) to the Council. The provisions of the Local Employment Agreement (Construction) shall be reflected in the Employment and Skills Plan (Construction) and such plan shall follow the template document found in Annex 6 'Draft Employment and Skills Plan Template' and may include, but not be limited to:
  - a. A named contact who will be responsible for implementing the provision of the Local Employment Plan;
  - b. Confirmation there are adequate resources to meet the provisions of the Local Employment Agreement and Local Employment Plan;
  - c. Commitment of the Owner, contractors, sub-contractors to provide the Council's Economic Development Team a full schedule of work (including an indication of workforce required) prior to Commencement of Development.
  - d. Benchmarked targets for the construction period using industry endorsed CITB-Construction Skills' methodology based on the most current construction values, phasing, and work packages.
  - e. Targets for construction jobs filled by
    - i. Local People;
    - ii. Local youth employment, with internships, graduate starts, industry placements for over 25's, work experience and mentoring;
    - iii. Apprenticeships where the person is working towards a formal qualifications.
  - f. Education link targets:
    - i. Student site visits;
    - ii. School workshops;
    - iii. any Research Projects (if applicable);
    - iv. Work experience.
  - g. Targets for the Owner, main contractor and sub contractors to engage and attend Community Employment and Skills Events.

- h. Mechanisms to achieve the targets for jobs and education links, as set out in the Employment and Skills Plan, either through the Richmond Work Match Scheme or an alternative and confirmed in a signed contract for the delivery of such a service.
  - i. Mechanisms for Local Businesses to bid for contracts to provide goods and services.
  - j. Details as to how contractors and sub-contractors will be given clear written details of the requirements of the Employment and Skills Plan prior to the receipt of any bid.
  - k. Confirmation the Employment and Skills Plan will be included within the tender documentation issued to prospective contractors and sub-contractors at the tendering for work and to ensure that the commitment to deliver targets of the ESP are achieved.
  - l. To demonstrate how there will be reasonable endeavours to ensure that any contractors or sub-contractors appointed comply with the Employment and Skills Plan.
2. Commitment for the Owner, contractors or sub-contractors to provide the Council's Economic Development Team with notification of all job vacancies, subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies / opportunities occur.
  3. Not to Commence Development until the Employment and Skills Plan (Construction) has been approved in writing by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Employment and Skills Plan (Construction) it shall be deemed to be approved and the Owner shall proceed on the basis of the submitted Employment and Skills Plan (Construction).
  4. To implement the Employment and Skills Plan (Construction) as approved (or deemed to be approved), unless otherwise agreed in writing by the Council.
  5. The Owner, main contractor and sub-contractors to submit monthly site monitoring information, in accordance with the documents 'Monthly site monitoring process' and 'Site Return Template' outlined in Annex 7, detailing:
    - i. the provision of jobs during the construction phases;
    - ii. the provision of apprenticeships during construction
    - iii. the provision of graduate internships during the construction
    - iv. details of engagement with the main contractor, sub-contractors and commercial tenants with the community via attendance at job fairs, offering work placements engaging with local schools
  6. The Owner undertakes to pay the Employment and Skills Monitoring Fee (construction) to the Council prior to the Commencement of Development.

**Part 3: Local Employment Agreement – end use**

1. The Owner hereby undertakes to the Council to use reasonable endeavours to meet the targets, monitoring commitments and undertakings linked to the Development within the agreed Employment and Skills Plan.
2. The Owner shall use reasonable endeavours to match the opportunities in the Employment and Skills Plan to Local People, subject to compliance with all relevant laws.

#### **Part 4: Employment and Skills Plan – end use**

The Owner undertake to the Council:

1. Prior to the occupation of the commercial uses of the Development, to submit the Employment and Skills Plan (End Use) to the Council. The provisions of the Local Employment Agreement must be reflected in the Employment and Skills Plan (End Use) and such plan shall follow the template document found in Annex 6 'Draft Employment and Skills Plan Template' and may include, but not be limited to:
    - a. A named contact who will be responsible for implementing the provision of the Local Employment Plan;
    - b. Confirmation there is adequate resources to meet the provisions of the Local Employment Agreement and Local Employment Plan;
    - c. Commitment of the Owner, tenants and leaseholders to provide the Council's Economic Development Team a full schedule of work (including an indication of workforce required) prior to use of the commercial units commencing;
    - d. Targets for jobs filled by
      - i. Local People
      - ii. local youth employment, with internships, graduate starts, industry placements for over 25's, work experience and mentoring
      - iii. Apprenticeships where the person is working towards a formal qualifications
    - e. Education link targets:
      - i. Student site visits
      - ii. School workshops
      - iii. Research Projects
      - iv. Work experience.
    - f. Targets for the Owner, tenants and leaseholders of the commercial units to engage and attend Community Employment and Skills Events.
    - g. Mechanisms to achieve the targets for jobs and education links, as set out in the Employment and Skills Plan, either through Richmond Work Match Scheme or alternative and confirmation a contract has been signed for the delivery of such service.<sup>1</sup>
    - h. Mechanisms for Local Businesses to bid for contracts to provide goods and services.
    - i. Details as to how leaseholders / tenants of the commercial units will be given clear written details of the requirements of the Employment and Skills Plan prior to signing any lease.
    - j. To demonstrate how there will be reasonable endeavours to ensure that any leaseholders / tenants of the commercial units comply with the Employment and Skills Plan.
  2. The Owner shall use reasonable endeavours to ensure that local businesses are provided with information about opportunities to occupy the commercial space.
  3. Where available and practicable, at least 20% of supplies and services are to be provided by local suppliers.
-

4. Commitment for the Owner, tenants and leaseholders of the commercial units to provide the Council's Economic Development Team with notification of all job vacancies, subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies / opportunities occur.
5. Not to occupy any of the commercial units until the Employment and Skills Plan (End Use) has been approved in writing by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Employment and Skills Plan (End Use) it shall be deemed to be approved and the Owner shall proceed on the basis of the submitted Employment and Skills Plan (End Use).
6. To implement the Employment and Skills Plan (End Use) as approved (or deemed to be approved), unless otherwise agreed in writing by the Council.
7. The Owner and leaseholders of the commercial units to provide monitoring information, in accordance with the documents 'Monthly site monitoring process' and 'Site Return Template' outlined in Annex 7 detailing:
  - i. the provision of jobs;
  - ii. the provision of apprenticeships
  - iii. the provision of graduate internships
  - iv. details of engagement with the community via attendance at job fairs, offering work placements engaging with local schools
8. The Owner to pay the Employment and Skills Monitoring Fee (end use) prior to the first Occupation of the commercial uses.

## SCHEDULE 6

### PLAYSPACE AND PUBLIC REALM AND WASTE

#### 1. **PLAYSPACE**

- 1.1 The Owner shall pay to the Council the Offsite Playspace Contribution prior to Commencement.
- 1.2 There shall be no Commencement unless and until the Offsite Playspace Contribution has been paid to the Council.
- 1.3 The Owner shall pay to the Council the Offsite Playspace Maintenance Contribution prior to Occupation.
- 1.4 There shall be no Occupation unless and until the Offsite Playspace Maintenance Contribution has been paid to the Council.
- 1.5 Occupiers of the Residential Units shall be entitled to access the Playspace Facilities free-of-charge and for the avoidance of doubt Occupiers of the Affordable Housing Units (including any Council Grant Funded Units, if applicable) and (if any) the Additional Affordable Housing Units shall be entitled to access such Playspace Facilities on the same terms as Occupiers of the Open Market Housing Units.

#### 2. **PUBLIC REALM**

- 2.1 To submit to the Council for its written approval the Public Realm Management Plan six months prior to first Occupation of Development and not to Occupy the Development until the Public Realm Management Plan has been submitted to the Council and until it has been approved in writing by the Council and (if such approval is reasonably declined) to resubmit the Public Realm Management Plan until such time as the Council has approved the same PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Public Realm Management Plan it shall be deemed to be approved and the Owner proceed on the basis of the submitted Public Realm Management Plan.
- 2.2 Following completion of the Public Realm in a Phase, to manage that Public Realm in accordance with the approved (or deemed to be approved) Public Realm Management Plan.
- 2.3 Not to Commence any Phase until the Public Realm Provision Scheme for that Phase has been submitted to and approved by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Public Realm Provision Scheme it shall be deemed to be approved and the Owner proceed on the basis of the submitted Public Realm Provision Scheme.
- 2.4 Unless otherwise agreed by the Council, not to Occupy any Block, Residential Unit or Commercial Unit (as the case may be) within a Phase until the Public Realm which is required to be provided prior to such Occupation of that Block, Residential Unit or Commercial Unit (pursuant to the requirements specified in the approved Public Realm Provision Scheme for the relevant Phase) has been completed in accordance with the Public Realm Provision Scheme for that Phase (except for planting works, which may be undertaken in the next planting season following the relevant first Occupation) and (subject to paragraph 2.6) is made available for step-free public access on foot, wheelchair and bicycle free-of-charge 24 hours a day.
- 2.5 Subject to paragraph 2.6, to ensure that the Public Realm in each Phase is retained and remains available for step-free public access on foot, wheelchair and bicycle 24 hours a day in perpetuity from the date of completion of that Public Realm.
- 2.6 The Owner is permitted to temporarily close any part of the Public Realm in any of the following circumstances:
  - 2.6.1 if such closure is reasonably and urgently necessary for public safety or emergency maintenance **PROVIDED THAT** the Owner shall re-open that part of

the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request;

- 2.6.2 if such closure is requested by the police or fire service;
- 2.6.3 for maintenance or repair on an area of the Public Realm in accordance with the Public Realm Management Plan **PROVIDED THAT**:
  - (A) each closure will last no longer than 48 hours;
  - (B) there are no more than two closures in any week; and
  - (C) such closure does not inhibit public access to the rest of the Public Realm;
- 2.6.4 for not more than one day a year to prevent the creation of a public right of way over that part of the Public Realm by prescription or operation of law **PROVIDED THAT** the Owner notifies the Council in writing at least seven days before such closure; and
- 2.6.5 if such closure is requested by TfL or Network Rail to meet operational requirements.
- 2.7 The Owner shall keep the Public Realm in each Phase properly insured and, in the event of any damage to the Public Realm, shall promptly apply any insurance payments towards making good such damage.
- 2.8 The Owner shall maintain full insurance against all third party public liability claims in relation to the Public Realm in each Phase in a sum of not less than £5,000,000 in respect of any one claim.

### 3. **WASTE CONTRIBUTION**

- 3.1 Where the Waste Management Plan to be approved pursuant to Condition 39 of the Planning Permission demonstrates that a second weekly waste collection is necessary, the Owner undertakes to the Council to pay the Waste Collection Contribution to the Council, provided that in the event that the approved Waste Management Plan is updated to demonstrate that a second weekly waste collection is not necessary and re-submitted as an update regarding ongoing discharge of Condition 39 (and that updated Waste Management Plan is approved by the Council or following an appeal under section 78(1)(b) or section 78(2) of the 1990 Act), the Waste Collection Contribution shall be adjusted or cease to be paid to the Council to the extent specified in such updated Waste Management Plan.



## SCHEDULE 7

### ENERGY AND HEALTHCARE

#### 1. CARBON OFFSET CONTRIBUTION

1.1 The Owner undertakes to the Council:

- 1.1.1 to pay the Carbon Offset Contribution (Residential) to the Council prior to Commencement of the Development;
- 1.1.2 not to Commence the Development until the Carbon Offset Contribution (Residential) has been paid to the Council;
- 1.1.3 to pay the Carbon Offset Contribution (Commercial) to the Council prior to Commencement of the Development;
- 1.1.4 not to Commence the Development until the Carbon Offset Contribution (Commercial) has been paid to the Council;

#### 2. HEALTHCARE CONTRIBUTION

2.1 The Owner undertakes to the Council:

- 2.1.1 to pay the Healthcare Contribution to the Council prior to Commencement of the Development; and
- 2.1.2 not to Commence the Development until the Healthcare Contribution has been paid to the Council.

#### 3. 'BE SEEN' ENERGY MONITORING

- 3.1 Within 10 weeks of the Grant Date, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section of the 'Be seen' Energy Monitoring Guidance, for the Development. This should be submitted to Be Seen In-use Webform in accordance with the 'Be seen' Energy Monitoring Guidance.
- 3.2 Prior to Occupation of each Block, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit within the Development, as per the methodology outlined in the 'As-built stage' section of the 'Be seen' Energy Monitoring Guidance. All data and supporting evidence should be uploaded to the PortalBe Seen In-use Webform. The Owner must also procure and confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' section of the 'Be seen' Energy Monitoring Guidance.
- 3.3 Upon the first anniversary of the date of first Occupation or following the end of the Defects Liability Period (whichever is the later) (such date being the "**Relevant Date**"), and on the first, second, third and fourth anniversaries of the Relevant Date, the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' section of the 'Be seen' Energy Monitoring Guidance. All data and supporting evidence must be uploaded to the PortalBe Seen In-use Webform.
- 3.4 In the event that the 'In-use stage' evidence submitted under paragraph 3.3 shows that the 'As-built stage' performance estimates derived from paragraph 3.2 have not been or are not being met, the Owner shall 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 through the PortalBe Seen In-use Webform and paragraph 3.5 shall apply.
- 3.5 If applicable, an action plan comprising measures identified in paragraph 3.4 shall be submitted to the GLA for approval, identifying measures which would be reasonably

practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

- 3.6 The residential part of the development must achieve an overall reduction of at least 69% in regulated carbon dioxide emissions beyond the minimum target emissions for residential rate required under the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022).
- 3.7 The commercial part of the development must achieve at least an 14% reduction in regulated carbon dioxide emissions beyond the minimum requirements of the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022).

## SCHEDULE 8

### GLA'S COVENANTS

#### 1. MISCELLANEOUS COVENANTS

##### 1.1 The GLA covenants with the Owner:

- 1.1.1 that where the Owner is required under the terms of this Deed to submit to the GLA a specification, strategy, scheme or programme for approval, the Council shall notify the Owner of any amendments it proposes to such specification, strategy, scheme or programme within a reasonable time and in any event no later than 28 days from the date of submission of the relevant specification, strategy, scheme or programme (unless otherwise agreed between the GLA and the Owner); and
- 1.1.2 that it shall notify the Owner in writing of its approval of the relevant specification, strategy, scheme or programme within 14 days from the date the relevant specification, strategy, scheme or programme is agreed by the GLA and the Owner.

Executed and delivered for and on behalf of **THE GREATER LONDON AUTHORITY** by:

.....  
Authorised Signatory

.....  
NAME (BLOCK CAPITALS)

.....  
Position

)  
)  
)  
)  
*John Finlayson*  
.....  
Authorised Signatory

*JOHN FINLAYSON*  
.....  
NAME (BLOCK CAPITALS)

*Head of Development Management*  
.....  
Position



.....  
.....

**EXECUTED as a DEED by AVANTON RICHMOND DEVELOPMENTS LIMITED**

acting by

)  
)  
)  
)  
*[Signature]*  
.....  
)  
)  
Director

In the presence of:

Witness signature:

Witness name:

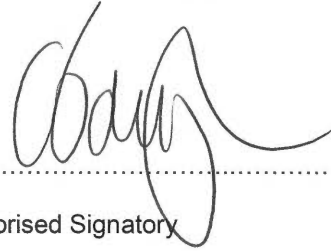
Witness address:

*Akosua Hughes*  
~~*A Hughes*~~

*6th Floor, Brock House, 19 Langham Street  
London, W1W 6BP.*

**EXECUTED as a DEED by  
MOUNT STREET MORTGAGE  
SERVICING LIMITED**

acting by



Authorized Signatory

**Grant Tough  
Authorized Signatory**

In the presence of:

Witness signature:



Witness name:

ORNELA KONGAE

Witness address:

100 WOOD ST, LONDON, EC2V 7ATY

