

DATED 16th July 2018

THE MAYOR AND BURGESSSES OF THE
LONDON BOROUGH OF LEWISHAM (1)

- and -

FAMILY MOSAIC HOME

OWNERSHIP LIMITED (2)

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
relating to the land to the north of Reginald Road and south of Frankham
Street Deptford SE8

Kath Nicholson

Head of Law

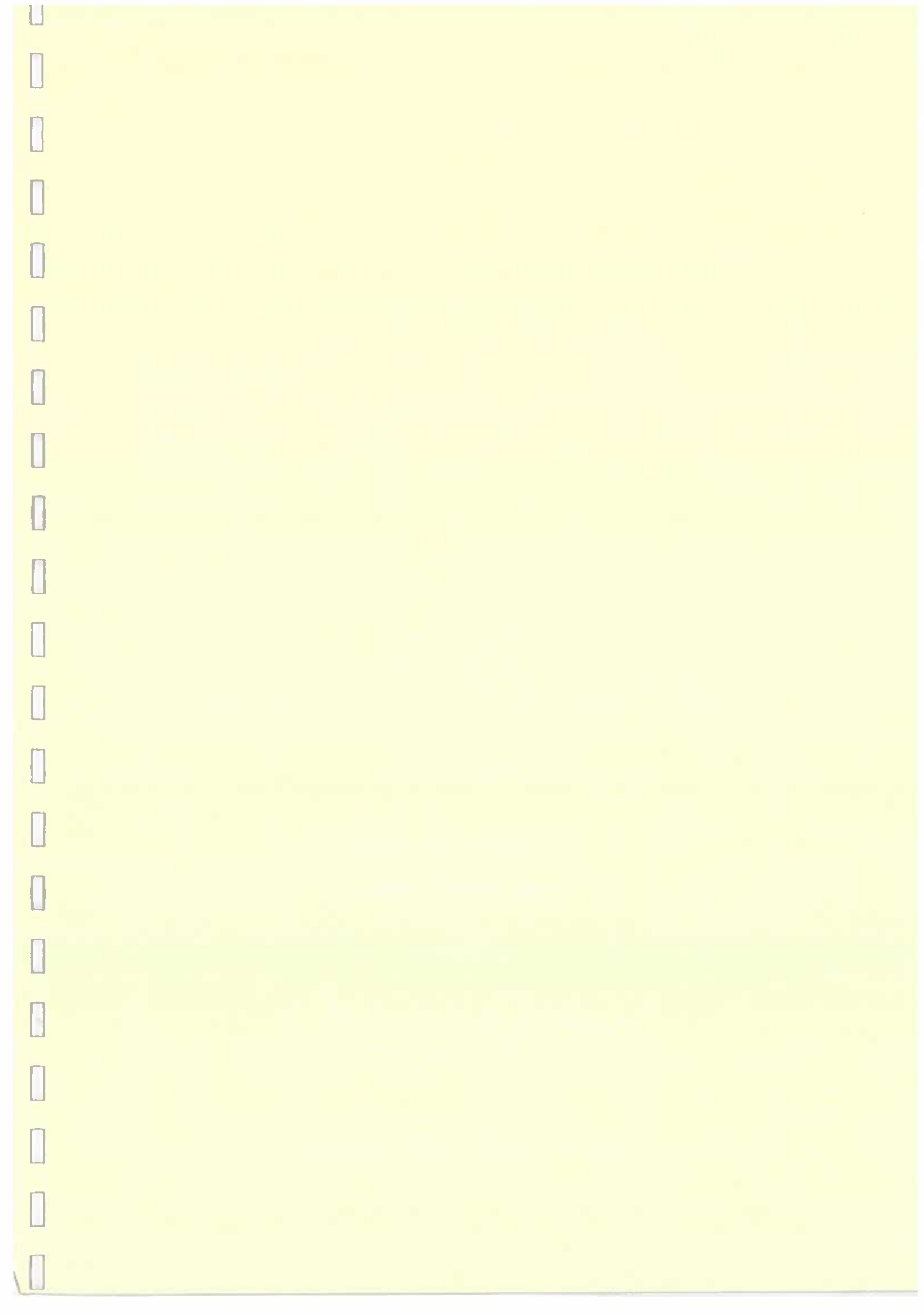
London Borough of Lewisham

Town Hall

Catford

London SE6 4RU

Ref: PAY/BS84831



This DEED is made the 16th day of July 2018

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM** of Town Hall Catford London SE6 4RU ("the Council") and
- (2) **FAMILY MOSIAC HOME OWNERSHIP LIMITED** (Community Benefit Society No. IP26804R) of Albion House, 20 Queen Elizabeth Street, London SE1 2RJ ("the Developer")

WHEREAS

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situate
- (2) The Council is registered with title absolute to the Land which is registered, together with other land, at the Land Registry
- (3) The Developer (together with Sherrygreen) has entered into the Development Agreement with the Council
- (4) The Developer (together with Sherrygreen) has submitted the Application to the Council
- (5) The Council in accordance with powers delegated to its Strategic Planning Committee resolved on the 27th September 2017 to grant the Planning Permission in respect of the Land subject to completion of this Deed and without which the Planning Permission would not be granted
- (6) The Council is a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and for the purpose of Section 1 of the Localism Act 2011 and is further a local highway authority for the purposes of the Highways Act 1980

(7) The Council and the Developer have agreed to enter into this Deed for the purpose of securing the performance of the obligations set out in Schedules 2 to 9 inclusive

Statutory Provisions

1 The obligations on the Developer created by this Deed are planning obligations for the purposes of Section 106 of the Act and in so far as they fall within the terms of the said Section 106 are enforceable (subject to the specific terms herein) by the Council pursuant to the said Section 106 and in so far as they fall outside of the scope of Section 106 of the 1990 Act they are entered into and are (subject to the specific terms herein) enforceable pursuant to Section 16 of the 1974 Act and/or Section 111 of the 1972 Act and/or Section 1 of the 2011 Act and/or S278 of the 1980 Act

Enforcing Authority

2. The Council is the local authority by whom the obligations in this Deed are enforceable

Coming into Effect

3. Clauses 6, 7 and 24 of this Deed are conditional on the grant and issue of the Planning Permission. Unless otherwise specified the remaining provisions in this Deed shall come into effect on the date hereof

Effect of this Agreement

4.1 This Deed shall (subject to clause 4.2 and to paragraph 1 of Schedule 2) bind the parties hereto and the Developer' successors in title to each and every part of the Land and assigns but no person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after it has parted with his interest in the Land or the part in respect of which such breach occurs except in respect of any

prior or subsisting breach of covenant under the terms of this Agreement

4.2 This Deed shall not bind any statutory undertaker or other person who acquires any part of the Land or interest therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services

Interpretation

5. Except where the context requires otherwise this Deed shall be interpreted in accordance with Schedule 1

The Developer's Covenants

6. In respect of the Land, the Developer hereby covenants with the Council as follows:-

6.1 to comply with the obligations on its part set out in Schedules 2 to 9 inclusive

6.2 to give the Council written notice of Commencement of Development at least 7 days prior to its occurrence

6.3 prior to Commencement of Development to inform the Council in writing of the name and contact details of the person charged with ensuring compliance with this Deed and keep the Council informed of any changes to those details

6.4 to give the Council immediate written notice of any change in ownership of any of its interests in the Land, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land purchased by reference to a plan (SAVE THAT this provision shall not apply (i) to any disposal of an individual Residential Unit and (ii) any disposal to a statutory undertaker).

- 8.3 is superseded by another planning permission (unless in the case of this clause 8.3 the Council and the Developer agree otherwise)
- 8.2 expires without having been implemented; or
- 8.1 is quashed revoked or otherwise withdrawn at any time;

8. This Deed will determine and cease to have effect if the Planning Permission:

Termination

- 7.3 to act reasonably in increasing or decreasing the figures referred to in the definition 'Income Threshold' as provided for in that definition and to do so annually.
- 7.2 to comply with the obligations on its part set out in Schedules 2 to 9 inclusive in this Deed;

7.1 to issue the Planning Permission within 7 days from the date hereof and to enter this Deed on the Register of Local Land Charges where it shall remain for as long as this Deed is of effect

7. The Council hereby covenants with the Developer as follows:-

The Council's Covenants

6.5 to execute and deliver to the Council the Building Lease Confirmatory Deed upon being granted a building lease of the Land by the Council and to execute and deliver to the Council the Confirmatory Deed on completion of the transfer of ownership to it of the freehold title to the Land

Invalidity

9. If any provision of this Deed shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties herunto agree to take all reasonable steps to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves as far as reasonably practicable the legal social and environmental objectives of the invalid or unenforceable provision

Notices

10. Where under this Deed any consent approval or application for the same is required to be sought or details request or notice is required to be given:

10.1 the consent approval or application for the same or details request or notice shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post

10.2 the address for service of any such consent approval or application for the same or details request or notice as aforesaid shall:

10.2.1 in the case of the Council in the absence of any indication to the contrary provided for in this Deed be the Head of Planning Services at London Borough of Lewisham 5th Floor Laurence House 1 Catford Road London SE6 4SW

10.2.2 in the case of the Developer be the address aforementioned or such other address as notified to the Council in writing from time to time by the Developer

Dispute Resolution

11. If any dispute or difference shall arise between the Council and the Developer as to the construction or meaning of this Deed or their respective rights duties and obligations under this Deed or as to any matter arising out of or in connection with the subject matter of this Deed (Provided Always that where this Deed requires the approval or consent of the Council to be given this clause shall only apply to any case where such approval or consent of the Council is not to be unreasonably withheld or delayed) then:

11.1 the Council or the Developer may serve the other party with the Determination Notice

11.2 the Independent Person shall be appointed by agreement between the parties or (if within ten (10) working days after service of the Determination Notice the parties have been unable to so agree) by such one of the following persons as the parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:-

11.2.1 the Chairman for the time being of the Bar Council;

11.2.2 the President for the time being of the Royal Institute of British Architects;

11.2.3 the President for the time being of the Royal Institution of Chartered Surveyors;

11.2.4 the President for the time being of the Institution of Chartered Arbitrators;

11.2.5 the President for the time being of the Institute of Chartered Accountants in England and Wales;

11.2.6 the President for the time being of the Law Society;

11.2.7 the President for the time being of the Institution of Civil Engineers; or

11.4.4 the costs of the Independent Person shall be borne equally by the parties to the dispute or in such other proportions as the Independent Person may direct and if one party shall pay more than their due share the may recover the excess from the other as a debt.

11.4.3 subject always to clause 11.4.2 the procedure to be followed for resolving any dispute which shall have been referred to the Independent Person shall be a matter for the Independent Person

11.4.2 the Independent Person shall give each of the parties at least one opportunity to make representations about the dispute in question and at least one opportunity to make counter or other representations about the other party's representations;

11.4.1 the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties (except in the case of manifest error or fraud);

11.4 the following provisions shall have effect:-

11.3 if within fifteen (15) working days after service of the Determination Notice the parties have been unable to agree which of the persons referred to in clause 11.2 is appropriate to appoint the Independent Person then the Independent Person shall be appointed on the application of any of the parties by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf

11.2.8 (in each such case) the duly appointed deputy of such President or any other person authorised by him or her to make appointments on his or her behalf

Rights of Third Parties Exclusion

12. The parties to this Deed do not intend that any of the covenants contained herein shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

Local Land Charge

13. It is agreed that (subject to clause 4.2 and paragraph 11 of Schedule 2) this Deed is intended to be enforceable against any person deriving title from or under the Developer and the Council shall register this Deed in its register of Local Land Charges

Agreements and Declarations

14. It is hereby agreed and declared as follows:-

14.1 nothing in this Deed shall derogate from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any capacity

14.2 the failure of the Council at any time to require performance by the other parties of any provisions of this Deed shall in no way affect the right of the Council to require performance of that provision

14.3 nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

Legal Fees

15. The Developer shall on the date of this Deed pay to the Council the sum of £3,000 towards the legal costs included in the preparation and completion of this Deed

Monitoring Contribution

16. The Developer and the Council hereby covenant with each other as follows:

16.1 the Developer shall pay the Monitoring Contribution to the Council on the date of this Deed; and

16.2 the Council shall apply the Monitoring Contribution towards the costs it incurs in employing the Monitoring Officer

Variation

17. The terms of this Deed shall be capable of being varied by a supplemental agreement executed by the parties

Consents

18. The Developer hereby warrants and confirms that it has obtained all other necessary permissions and consents required from any covenantee or other person to its entering into this Deed

Payment of Interest

19. It is hereby agreed and declared that in the event of late payment by the Developer of any sums due under this Deed the Developer shall pay interest on such sum at the rate of 4% above the Base Rate from time to time in force of the National Westminster Bank plc from the date such sum falls due to the date of actual payment

Index Linking

20. Save as otherwise provided:

20.1 all obligations which are a Financial Contribution shall be subject to indexation from the Baseline Date to the date on which such Financial Contribution is due;

20.2 indexation shall be applied on the basis of the Relevant Index;

Jurisdiction

21. This Deed is governed by and interpreted in accordance with the law of England and Wales (as they are applied in England) and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

Financial Contributions

22. Where sums of money are to be paid to the Council and applied to the costs of certain works measures or other items then for the avoidance of doubt such costs shall be taken to include and may be applied to all reasonable and proper costs and expenses associated with or incidental to the items in question including (but not being limited to) assessment work on the feasibility of works or measures design fees professional fees management and maintenance costs tendering costs and agreements with third parties (including transport operators and other statutory organisations) and contractors associated with such works measures or other items and the costs of any statutory orders or other consents required in connection with or associated with such works measures or other items

Use of Reasonable Endeavours

23.1 Where in this Agreement the Developer is under an obligation to use Reasonable Endeavours to achieve a stated outcome then within 20 Working Days of receipt of a written request made by the Council to the Developer, the Developer shall provide to the Council such written evidence as may reasonably be required by the Council to demonstrate the steps taken by the Developer to achieve such outcome PROVIDED THAT such requests may not be made more than 4 times in any calendar year in relation to each such obligations

23.2 Where in this Agreement the Council is under an obligation to use Reasonable Endeavours to achieve a stated outcome then the

provisions of Clause 23.1 shall apply as if references to the Developer were references to the Council and vice versa

24 Parking Permits

24.1 The Developer shall procure that any licence, lease, transfer or tenancy agreement between the Developer and any licensee, lessee, transferee or tenant in respect of any Residential Unit shall contain covenants on the part of the licensee, lessee, transferee or tenant that no Occupier of such a Residential Unit shall apply for or hold a parking permit in respect of any controlled Parking Zone immediately adjoining the Development or any non-charging car park owned controlled or licensed by the Council in the vicinity of the Development save where an Occupier is or becomes entitled to be a disabled persons badge holder issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970

24.2 The Developer shall within 10 Working Days of receipt of a written request from the Council provide to the Council a copy (certified by a solicitor) of the form of covenant required in compliance with the Developer's obligation under Clause 24.1 together with confirmation that such covenant has been so incorporated into each such licence lease transfer or tenancy agreement as shall have been entered into as at the date of the Council's request PROVIDED THAT such request shall not be made more than 3 times in any 12 month period.

24.3 Save where the application is made by or on behalf of the holder of a disabled person badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 no application shall be made to the Council for a parking permit which a person is entitled to apply for in respect of any Residential Unit (and the Developer shall not knowingly permit any Occupier of any Residential Unit to apply to the Council for any such parking permit) and if any such parking permit

is issued in respect of any Residential Unit it shall be surrendered to the Council within 7 days of written demand made by or on behalf of the Council.

Schedule 1 - Interpretation

1. The following words shall have the following meanings except where the context requires otherwise:-

“Act” means the Town and Country Planning Act 1990

“Additional Affordable Housing Scheme” means a scheme to be prepared by the Developer and submitted to the Council as part of the Early Review Statement in accordance with the provisions of schedule 3 detailing the Additional Affordable Housing Units to be provided and which:

a) confirms which Private Residential Units are to be converted into Additional Affordable Housing Units and to which tenures(s);

b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;

c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;

d) sets out the amount (if any) of any Early Stage Review Contribution in the event that:

i) an Early Stage Surplus Profit

arises but such surplus profit is insufficient to provide any Additional Affordable Housing Units; or

(i) an Early Stage Surplus Profit arises and such surplus profit delivers a whole number of Additional Affordable Housing Units

Units

(iii) an Early Stage Surplus Profit arises and such profit is sufficient to deliver one or more Additional Affordable Housing Units but also delivers a further sum which is insufficient to provide a whole further Additional Affordable Housing Unit (so, by way of example, if the Early Stage Surplus Scheme Profit is sufficient to provide 2.35 Additional Affordable Housing Units then 2 Additional Affordable Housing Units shall be provided and the 0.35 shall be used to calculate Early Stage Review Contribution)

means the Private Residential Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme submitted as part of the Early Review Statement.

means residential accommodation where the rent or price is reduced directly or indirectly by means of

"Additional Affordable Housing Units"

"Affordable Housing"

public or private subsidies (which may include the forgoing of profit) such that it can be afforded by persons or families on low incomes or in low paid employment or otherwise defined as essential to the local community or economy who would otherwise not be able to afford it

means the 101 (one hundred and one) dwellings to be provided on the Land and occupied as Affordable Housing in accordance with Schedule 2 together with any Additional Affordable Housing Units

means the seven (7) Affordable Housing Units the location of which are shown on the Plan attached to this deed as Appendix 7 which are designed constructed and fitted out (both externally and internally) in accordance with the requirements of M4(3)(2)(b) of Approved Document M to the Building Regulations 2010

means the application for planning permission made by the Developer on 23 December 2015 and registered by the Council with reference number DC/16/095039 in respect of the Land

- means
- Family Mosaic
 - Peabody

"Affordable Housing Units"

"Affordable Rent Wheelchair Units"

"Application"

or an entity into which any of the above shall merge or transfer or such other Registered Provider as the Council may approve from time to time (such approval not to be unreasonably withheld or delayed)

means the viability assessment by Urban Delivery dated August 2016 as agreed prior to this Agreement between the Council and the Developer

"Baseline Date"

means the 27 September 2017 (save in relation to

i) the Early Review

Contribution, where it

means the date of the Early

Review Statement; and

ii) the Late Stage Review

Contribution, where it

means the date of the Late

Stage Review Statement

(where any such

contributions are payable)

"BCIS Index"

means the Building Cost

Information Service All in Tender

Price Index as published quarterly

or such similar index as may

replace it

"Block"

means any of the buildings

constructed as part of the

Development

"Build Costs"

means the total cost of

constructing the Development

supported by evidence of these

costs to the Council's reasonable satisfaction
And for the avoidance of doubt
Build Costs exclude:

i) professional, finance, legal and marketing costs; and

ii) all internal costs of the Developer including but not limited to project management costs overheads and administration expenses.

means a Deed in the form or substantially in the form of the draft Deed contained at Appendix 4

"Business Day"

means a day other than a Saturday or a Sunday or a public holiday

"Car Club"

means a car club to be operated within the vicinity of the Development in order to enable residents of the Development to have access (whether solely or with others) to a car on a short term basis as and when required subject to availability, fees and membership rules

"Commencement of Development" means the date on which a material operation (as defined in Section 56(4) of the Act) is undertaken pursuant to the Planning Permission other than (for the purpose of this Deed save in respect of Paragraph 1.2 of

Schedule 6 and for no other purpose) operations consisting of

(a) site clearance and site reclamation works

(b) ground investigation and site remediation works

(c) archaeological investigation

(d) construction of boundary fencing or hoardings

(e) noise attenuation works

(f) laying and diversion of services and service media and works to or in respect of statutory utilities equipment

(g) construction of temporary accesses

(h) construction of temporary accommodation

(i) landfill gas works

(j) munitions probing and/or clearance

(k) any other works or activities

required by a condition attached to the Planning Permission to be undertaken at the Land before

Implementation may occur

means a plan detailing the proposed management maintenance and access regime for the Communal Amenity Areas submitted by the Developer to the Council for approval pursuant to paragraph 6.2 of Schedule 7 which shall include full details of how access to area number 5 shown on the Plan will be provided to the residents of Frankham House

"Communal Amenity Access Management Plan"

means the areas of open space forming part of the Development as shown numbered 1 2 and 5 for illustrative purposes only on the plan attached to this deed as Appendix 3 or any revision thereof that may be agreed between the Developer and the Council

"Communal Amenity Areas"

means a group to be established and administered by the Developer in accordance with paragraph 1.1 of the Schedule 7

"Community Landscape Working Group"

means the issue of a certificate of practical completion of the Development (or such specified part) by the Developer or the Developer's contractor architect or consultant (as the case maybe) in relation to the Development (or

"Completed"

part thereof) shall be construed accordingly

means a Deed in the form or substantially in the form of the draft Deed contained at Appendix 5

means a Council administered permit controlled zone (whether existing or to be introduced in the future) imposing restrictions on vehicles parking within the public highway introduced pursuant to an order made under the Road Traffic Regulation Act 1984 or such other statutory power as may be used to introduce such parking restrictions.

means the sum of thirty thousand pounds (£30,000)

Controlled Parking Zone Contribution ("CPZ Contribution")

Controlled Parking Zone Review and Implementation

means a process of consultation and consideration of the need for the introduction of a controlled parking zone in the streets adjacent to the Land to manage overspill parking and if the outcome of such consultation and consideration is that a controlled parking zone is necessary the implementation of such a controlled parking zone

“Consumer Price Index” means the Consumer Price Index

“CPI” published by the Office for National Statistics

“Design Monitoring Contribution” means the sum of forty thousand pounds (£40,000)

“Determination Notice” means a notice served pursuant to clause 11.1 requiring the referral of any dispute or difference between the parties to the Independent Person

“Development” means the demolition of the former caretaker’s house on Frankham Street and 2-30A Reginald Road partial demolition conversion and extension of the former Tidemill School buildings and the construction of three new buildings ranging between 2 to 6 storeys at the Land to provide 209 residential units (80 x one bedroom 95 x two bedroom 26 x three bedroom 8 x four bedroom) together with amenity space landscaping car and cycle parking

“Development Agreement” means an agreement dated the 17 September 2015 between the Council and the Developer and Sherrygreen in which the Developer agreed to purchase the Land from the Council subject to the fulfilment of the conditions and

other detailed terms set out in that agreement

means the percentage as agreed (prior to this Agreement) between the Council and the Developer as 20% on gross development value, as set out in the assumptions within the Base Financial Appraisal.

"Early Review Statement"

means a written statement setting out

1. the up-to-date (as of the time of submission to the Council) Gross Development Value and Build Costs for the Development and relevant supporting evidence;

2. whether an Early Stage Surplus Scheme Profit has arisen;

3. where there is an Early Stage Surplus Scheme Profit then the amount of such Early Stage Surplus Scheme Profit; and

4. where there is an Early Stage Surplus Scheme Profit then the details of the proposed Additional Affordable Housing Scheme

"Early Stage Review Contribution" means a financial contribution payable to the Council for the provision of Affordable Housing which can include but not be limited to the use by the Council for the purposes of making existing or new Affordable Housing more affordable to local people and payable pursuant to the provisions of paragraph 1.9 of schedule 3 of this deed

"Early Stage Surplus Scheme Profit" means a scheme profit calculated in accordance with the formula set out in paragraph 1.2 of Schedule 3 of this deed

"Easily Adaptable" means that the unit is designed and constructed so as to comply with all the requirements (both internal and external) of M4(3)(2)(a) Wheelchair User Dwellings of Approved Document M to the Building Regulations 2010

"Employment and Training Contribution" means the sum of £110,770 (one hundred and ten thousand seven hundred and seventy Pounds) indexed

"Employment and Training Initiatives" means purposes which in the reasonable opinion of the Council promote or enhance employment

means all of the following revenues received or estimated to be received by the freehold Owner in connection with the Development:

"Gross Development Value (or GDV)"

means those clauses for inclusion in Shared Ownership Leases described as fundamental clauses in the Affordable Housing Capital Funding Guide issued by the Homes and Communities Agency and current at the date the lease in question is granted

"Fundamental Clauses"

means the building known as Frankham House which is located to the north of the Land (at the corner of Frankham Street and the A2209)

"Frankham House"

means the Early Stage Review Contribution and the Late Stage Contribution (if any are payable), the Employment and Training Contribution, the Design Transport Contribution, the Design Monitoring Contribution (if payable) and the Monitoring Contribution

"Financial Contribution"

and/or employment training whether in the vicinity of the Land or elsewhere in the Borough of Lewisham and may include by way of example but not limitation making grants towards employment training initiatives or which facilitate the provision of employment opportunities

"Income Threshold"

- i) the sales values of any units, car parking spaces and any other buildings to be sold
- ii) the capitalised rental values of any units to be rented out
- iii) the capitalised ground rents if any and the capitalised rents generated by commercial floor space or any other use

means the average total gross household income levels to be used when assessing occupancy eligibility criteria under Schedule 2 of this Deed in respect of an Intermediate Shared Ownership Unit such that it should be affordable to households with an income which does not exceed:

£36,795 in respect of 1 bedroom units
£42,663 in respect of 2 bedroom units
£85,000 in respect of 3 bedroom units

These figures will be increased (or decreased) by the Council acting reasonably annually in accordance

with changes in income levels and house prices in the borough

"Independent Person"

means a person independent of either the Council or the Developer who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter

"Indexed"

means Index Linked in accordance with Clause 20 hereof

"Units"

means the 27 Affordable Housing Units to be provided as intermediate shared ownership units pursuant to paragraph 7 of Schedule 2 of this deed

"Land"

means the freehold title shown edged red on the Plan being part of the property registered at the Land Registry under title numbers TGL399724 and LN13045

"Landscape Community Engagement Strategy"

means the strategy to guide the detailed design and function of the public open spaces numbered 3, 4 and 6 on the plan attached to this Deed at Appendix 3 to be submitted for approval by the Council pursuant to paragraph 1.6 of schedule 7

"Late Stage Review Contribution" means a financial contribution payable to the Council for the provision of Affordable Housing which can include but not be limited to the use by the Council for the purposes of making existing or new Affordable Housing more affordable to local people and payable pursuant to the provisions of paragraph 5 of Schedule 3 of this deed

"Late Stage Review Statement" means a written statement setting out

1. the up-to-date (as of the time of submission to the Council) Gross Development Value and Build Costs for the Development and relevant supporting the evidence;

2. whether a Late Stage Surplus Scheme Profit has arisen;

3. where there is a Late Stage Surplus Scheme Profit then the amount of such Late Stage Surplus Scheme Profit and

4. Where there is a Late Stage Surplus Scheme Profit then the amount of any Late Stage Review Contribution

"Late Stage Surplus Scheme means a scheme profit calculated

means the Council's scheme for working with developers and contractors to ensure that Local People and Local Businesses are able to take advantage of construction jobs and contracts as well as wider employment and business opportunities (including training and support for Local People) arising from new development within the Council's

"Local Labour and Business Scheme"

means businesses which are located in or operate in the London Borough of Lewisham

"Local Businesses"

means an officer employed by the Council whether as an employee or as a contractor (irrespective of the duration of the contract term) whose role is to run the Local Labour and Business Scheme within the borough and to ensure that that Local People and Local Businesses are able to take advantage of construction jobs and contracts as well as the wider employment benefits of new development

"Lewisham Local Labour and Business Co-ordinator"

means the choice based letting scheme operated by the Council for the allocation of Affordable Housing

"Lewisham Home Search"

in accordance with the formula set out in paragraph 3 of Schedule 3 of this deed

"Profit"

c) the scope and quantum of jobs to be created and the skill

Development;

of contracts to be let at the Council's administrative area

b) early warnings within the

employment;

addressing wider barriers to the Development and

employment opportunities at including direct access to

a) routes to employment

(but not necessarily be limited to):

strategies and initiatives to include construction phase)' such

at the Development (during the Businesses to secure employment

to assist Local People and Local Council's administrative area and

contract opportunities within the training employment and business

initiatives to provide and improve Scheme setting out strategies and

the Local Labour and Business the Development according with

training and business strategy for means a jobs apprenticeships

administrative area

"Local Labour and Business

Strategy"

- requirements in relation to those jobs;
- d) recommended training routes to secure jobs;
- e) proposals to encourage diversity in the workforce;
- f) measures to encourage Local Businesses to apply for work in relation to the development;
- g) training opportunities and employment advice or programmes and employment and training brokerage arrangements;
- h) provision of opportunities for modern apprenticeships;
- i) provision of opportunities for school leavers older people and those who have been out of work for a long period;
- j) provision of childcare and employees assistance to improve working environments;
- k) interview arrangements for jobs;
- l) arrangements for working within schools and colleges;

means the average total gross household income levels to be used when assessing occupancy eligibility criteria under Schedule 2

"London Plan Income Threshold"

These benchmark levels reflect the formula rent cap figures for social rents for September 2016 and will be updated thereafter by CPI plus one per cent each April

means London Affordable Rent levels as set out in Table 1 of the Mayor's Guidance Homes for Londoners: Affordable Homes Programme 2016-2021

"London Affordable Rent"

means the submission of a report setting out the employment strategy to be approved by the Council

"Local Employment Strategy"

means persons who are ordinarily resident in the Council's administrative area and including but not limited to school leavers and older people and those who have been out of work for a continuous period of at least 12 months immediately prior to the date that the relevant obligation in this Agreement falls to be performed

"Local People"

(m) targets for monitoring the effectiveness of the strategy

and

of this Deed in respect of an Intermediate Shared Ownership Unit such that it should be affordable to households with an income which does not exceed £90,000 (ninety thousand pounds)

This figure will be updated on an annual basis in the London Plan Annual Monitoring Reports (or if such reports shall cease to exist then on such other basis as replaces it and if there is no replacement then as proposed by the Developer and approved by the Council (such approval not to be unreasonably withheld or delayed))

means the Private Residential Units and the Intermediate Shared Ownership Units designed and constructed (both internally and externally) in accordance with the requirements of Category M4(3) of Approved Document M to the Building Regulations 2010

"Market Dwelling Wheelchair Units"

means a strategy for marketing the Market Dwelling Wheelchair Units to be submitted to the Council for approval pursuant to paragraph of Schedule 9 and to include (but not be limited) to the following details:

(a) the classes of potential Occupiers identified for the Market Dwelling Wheelchair Units which the strategy

relates to

(b) the steps intended to be taken in marketing and letting the Market Dwelling Wheelchair Units referred to in the strategy

(c) the timescale over which such marketing is intended to occur and

(d) without prejudice to the generally of paragraph (b) the proposals regarding advertisement of the availability of the Market Dwelling Wheelchair Units with appropriate relevant websites and advertising such Market Dwelling Wheelchair Units through other appropriate media

means the sum of five thousand

five hundred pounds £5,500 as a contribution towards the Council's costs of employing the Monitoring Officer

"Monitoring Contribution"

"Monitoring Officer"

means an officer employed by the Council whether as an employee or as a contractor (irrespective of the duration of the contract term) whose role will include monitoring compliance with the planning

obligations contained in this Deed

means the net internal area as calculated in accordance with the Code of Measuring Practice (Sixth Edition) issued by the Royal Institution of Chartered Surveyors

"Net Internal Area"

means the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for construction or fitting out or marketing or security of the Development) and the phrases "Occupy" "Occupied" and "Occupation" (where used) shall be construed accordingly

"Occupation"

means temporary closure of the Publicly Accessible Land in question or any part thereof (in each case subject always to the conditions prescribed in paragraph 4 of Schedule 7) which is permitted in the following circumstances:

(a) closure for a maximum of 1 day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law

"Permitted Closure"

- (b) with the prior approval of the Council in accordance with paragraph 4 of Schedule 7 where the Council is satisfied that such temporary closure is necessary for the purposes of maintenance repair cleansing renewal or resurfacing works within the Publicly Accessible Land in question or for any other reasonable and proper purpose
- (c) with the prior approval of the council in accordance with paragraph 4 of Schedule 7 where the Council is satisfied that such temporary closure is necessary for the purpose of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) within the Development
- (d) in the case of emergency a temporary closure where such closure is necessary in the interest of public safety or otherwise for reasons of public safety
- (e) in accordance with any lawful requirement of the police or

any other competent body

and/or

(f) with the prior approval of the

Council in accordance with

paragraph 4 of Schedule 7

temporary closure for any

event (whether free to attend

or subject to an entrance fee)

in each case not exceeding a

continuous period of 1 month

and the aggregate period of

closure for all such events

held on all of the Publicly

Accessible Land shall not

exceed 90 days in any

calendar year

"Phase"

means a phase of the

Development as set out in the

Phasing Plan

"Phasing Plan"

means the plan annexed hereto as

Appendix 6 or any revision thereof

as may be approved by the Council

(such approval not to be

unreasonably withheld or delayed)

"Plan"

means the plan attached to this

Deed as Appendix 2

means planning permission in the

form of the drafts attached to this

Deed at Appendix 1

"Planning Permission"

means the residential units not comprised of the Affordable Housing Units or, if relevant, Additional Affordable Housing Units

"Private Residential Units"

means the Publicly Accessible Open Space and the Publicly Accessible Routes

"Publicly Accessible Land"

"Public Access Management Plan" means the plan detailing the proposed management and maintenance regime for the Publicly Accessible Land in a Phase or Phases submitted by the Developer to the Council for approval pursuant to paragraph 2.1 of Schedule 7

"Publicly Accessible Open Space

means the areas of open space forming part of the Development as shown numbered 3, 4 and 6 for illustrative purposes only on the plan attached to this Deed as Appendix 3 or any revision thereof that may be agreed between the Developer and the Council

"Publicly Accessible Routes"

means the roads paths and other routes within the Development intended for use by pedestrians cyclists and vehicles (such as may be permitted by the Developer in relation to any particular road path or route) and as shown for illustrative purposes only on the plan attached to this Deed as Appendix 3 or any revision thereof

means the Government Index of Retail Prices (all items) published by the Office for National Statistics

"Retail Price Index"

means the dwelling units to be provided on the Land as part of the Development

"Residential Units"

means the Retail Price Index or the BCIS Index

"Relevant Index"

means a Registered Provider of Social Housing as defined in the Housing and Regeneration Act 2008 (or any amendment re-enactment or successor provision) which is registered with the Homes and Communities Agency and/or Greater London Authority or such other type of organisation as generally provides Affordable Housing from time to time and approved in writing by the Council (such approval not to be unreasonable withheld or delayed) and for these purposes the Approved Registered Providers are deemed to be approved

"Registered Provider"

taking such steps as are reasonable and available to the relevant party having regard to the stated outcome and with reference to clause 23

"Reasonable Endeavours"

that may be agreed between the Developer and the Council

on behalf of HM Government (or any successor mechanism for calculating inflationary change to that index from time to time)

means a scheme of ownership by which the owner of an Affordable Housing Unit being also the occupier (then or on completion):

(a) obtains and retains at least a twenty-five per cent (25%) share of the freehold or Long Leasehold (as the case may be) value of the Affordable Housing Unit (as ascertained at that time); and

(b) has the right at any time to purchase the whole or a part of the balance of such value

in accordance with the terms of the Homes and Communities Agency model form of lease

means Sherrygreen Limited (Company Number 01762648)

means the Councils for each of the London Boroughs of Bexley, Bromley, Greenwich, Lewisham and Southwark and "Sub-Regional Authority" shall mean any one of them

"Shared Ownership Lease"

"Sherrygreen"

"Sub-Regional Authorities"

Substantially Implemented

means that the ground preparation works and foundations and construction of the ground floor of Phase 1 of the Development as shown on the Phasing Plan has been Completed and Substantial Implementation shall be construed accordingly

"Transport Contribution"

means the sum of £50,000 (eighty thousand pounds) to be applied for Transport Measures

"Transport Measures"

means measures which in the reasonable opinion of the Council improve or enhance the pedestrian and cycle infrastructure in the vicinity of the Land and which shall include for the avoidance of doubt the making of any necessary traffic regulation orders to bring into effect such measures

"Wheelchair Units"

means the Affordable Rent Wheelchair Units and the Market Dwelling Wheelchair Units

"Wheelchair Unit Parking Management Plan"

a plan setting out the proposed regime for the operation, management and maintenance of the Wheelchair Unit Parking Spaces to include provision for the monitoring and review of such

Parking Management Plan in liaison with the Council, such Parking Management Plan to be submitted to and approved by the Council pursuant to paragraphs and of Schedule 9.

means the parking spaces shown on drawing number 029_PL_100 Rev L (a copy of which is attached to this Deed as Appendix 8) or any revision thereof that may be agreed between the Developer and the Council for use solely by the Occupiers of the Wheelchair Units

"Wheelchair Units Parking Spaces"

2. In this Deed:

- 2.1 the headings are for ease of reference and shall not affect interpretation
- 2.2 words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.3 references to persons include bodies corporate and vice versa
- 2.4 references to clauses, paragraphs, parts and schedules are references to the clauses, paragraphs, parts and schedules of this Deed so numbered except that (unless otherwise specified) reference in a schedule to a paragraph or a part is reference to the paragraph or part in that schedule so numbered
- 2.5 references to "the Developer" shall include its successors in title and assigns and the expression "the Council" shall include any successor local planning authority exercising planning powers under the 1990 Act

- 2.6 reference to a statute, a statutory provision or a statutory instrument includes reference to:
- 2.6.1 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 2.6.2 any statutory amendment, modification or re-enactment thereof for the time being in force
- 2.7 where any expiry date falls on a Saturday, Sunday or public holiday then the period concerned shall expire on the next normal working day
- 2.8 any covenant not to do any act or thing includes a covenant not to allow permit or acquiesce to the doing of that act or thing and any covenant to do any act or thing includes a covenant to procure the doing of that act or thing by any other person
- 2.9 where two or more people form a party to this Deed the covenants given by them may be enforced against them all jointly or against each or any of them individually and against their and each of their personal representatives
- 2.10 "including" means "including without limitation"

SCHEDULE 2

AFFORDABLE HOUSING

Developer' Covenants

The Developer hereby covenants with the Council as follows:

AFFORDABLE HOUSING CONSTRUCTION

1. to construct and complete the Affordable Housing in accordance with the plans approved pursuant to the Application and so that there is no material difference in generic quality levels of materials and workmanship affecting the external appearance of the building between the Affordable Housing Units and the Private Residential Units and

2 to notify the Council immediately in writing once the Affordable Housing Units are available for letting by the Registered Provider

3 not to Occupy more than 40% (by number of units) of the Private Residential Units comprised or to be comprised in a Phase of the Development unless and until it has

3.1 constructed the Affordable Housing Units comprised in the same Phase so that they are in a condition capable of being let by tenants of the Registered Provider and

3.2 given the Council written notice of the date when the Occupation of the Private Residential Units comprised in that Phase is intended to occur which shall be given not be less than fourteen (14) days prior to Occupation first occurring

HOUSING TENURE

7 with the intent to bind the Affordable Housing Units only, the Developer hereby covenants with the Council subject always to any variation agreed or otherwise to provide the Affordable Housing Units on a tenure mix as set out below:

Unit Size	London	Affordable Rent	Intermediate Shared Ownership
1 bed/2 person	26	14	
2 bed/3 person	2	8	
2 bed/4 person	28	5	
3 bed/4 person	2	0	
3 bed/5 person	9	0	
4 bed/5 person	3	0	
4 bed/6 person	4	0	
Total	74	25	

AFFORDABLE HOUSING – GENERAL OCCUPATION

8. with the intent to bind the Affordable Housing Units only and subject to Paragraph 11 of this Schedule not to use or occupy any of the

Affordable Housing Units for any purpose other than as Affordable Housing

LONDON AFFORDABLE RENT - OCCUPATION

9. with the intent to bind those Affordable Housing Units referred to at paragraph 7 of this Schedule as Affordable Housing Units for London Affordable Rent

9.1 not to Occupy an Affordable Housing Unit being a unit to be let at a London Affordable Rent otherwise than by a person chosen:

9.1.1 in accordance with the arrangements provided for in Lewisiam Home Search;

9.1.2 in the event that Lewisiam Home Search ceases to exist or is replaced and in place of the same a successor or replacement agreement or set of arrangements exists in the order of priority provided for in such successor agreement or set of arrangements;

9.1.3 in the event that the Lewisiam Home Search ceases to exist and at any relevant time there is no agreement to succeed or replace it then in such order of priority as may be approved by the Council (such approval not to be unreasonably withheld or delayed).

INTERMEDIATE SHARED OWNERSHIP HOUSING - OCCUPATION

10. with the intent to bind those Affordable Housing Units shown at paragraph 7 of this Schedule as Affordable Housing Units for Intermediate Shared Ownership

10.1 unless 10.2 applies not to grant a Shared Ownership Lease otherwise than under a procedure which gives priority to persons in the order below:

- 10.1.1 Existing Council and housing association tenants;
- 10.1.2 Households registered for rehousing with one of the Sub-Regional Authorities;
- 10.1.3 Existing home owners whose current housing is unsuitable because of the disability of a member of the household and for whom suitable and affordable alternatives are not available on the open market;
- 10.1.4 All other households who are resident or employed in one of the Sub-Regional Authorities and unable to afford to buy on the open market.
- 10.1.5 any person meeting the disposal criteria set by the Registered Provider
- in all cases being persons who do not exceed the Income Threshold
- 10.2 where the Developer can demonstrate to the satisfaction of the Council that the units have been marketed for a continuous period of at least 6 months and where a prospective purchaser still cannot be found who meets the Income Threshold then the Intermediate Shared Ownership Unit may then be sold to any person meeting the London Plan Income Thresholds subject to any further applicants meeting the priorities in paragraph 10.1 of this Schedule 2 still receiving priority
- 10.3 not to Occupy an Affordable Housing Unit being an Intermediate Shared Ownership Unit disposed of by way of a Shared Ownership Lease unless the Shared Ownership Lease contains covenants and provisions in such form as is consistent with the Fundamental Clauses (and this paragraph 10.3 shall cease to apply in respect of any unit previously let on a Shared Ownership Lease which was staircased to 100%).

11. The provisions of this Schedule shall:

- 11.1 not bind any mortgagee or chargee of such of the Land as comprises the Affordable Housing Units or any part or parts thereof or any dwelling or dwellings erected thereon (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) or any person or bodies deriving title through or under or at the direction or requirement of any such mortgagee or chargee or Receiver and in the event of any such mortgagee chargee or Receiver exercising a power of sale over such of the Land as comprises the Affordable Housing Units or any part or parts thereof or any dwelling or dwellings erected thereon (or otherwise enforcing its security thereover) the provisions of this Agreement shall cease to apply to such of the Land as comprises the Affordable Housing Units or the part of it over which the powers are exercised or enforced (as the case may be);

11.2 cease to apply to any Affordable Housing Unit in respect of which the tenant has exercised a right to buy or acquire under the provisions of the Housing Act 1996 or the Housing Act 1985 (or any other form of Right to Buy or Acquire (whether contractual or statutory or voluntary) promoted by the Homes and Communities Agency and/or Greater London Authority) or where the Tenant purchases such unit pursuant to a Voluntary Grant Scheme under Section 21 of the Housing Act 1996 including any Act re-

enacting or modifying any such provisions or where a person acquires an interest in the Affordable Unit under a right arising from any voluntary scheme entered into by the Registered Provider under section 64 Housing and Planning Act 2016 or otherwise;

11.3 cease to apply to any Affordable Housing Units in respect of which a Shared Ownership Lease has been granted and where a Registered Provider or their successor shall have disposed of 100% of the equity under the terms of such lease and shall not bind a Shared Ownership leaseholder who is disposing on the open market in accordance with its rights and obligations under that lease nor bind the mortgagee or chargee or Receiver of such leaseholder;

SCHEDULE 3

AFFORDABLE HOUSING RE-ASSESSMENT OF VIABILITY

The Developer covenants with the Council as follows:

1. In the event of the Development not being Substantially Implemented within 24 months of the date of this Deed then, upon the Development being Substantially Implemented:

- 1.1 the Developer shall submit the Early Review Statement to the Council at such time as Substantial Implementation occurs and allow the Council two (2) months to evaluate the same

- 1.2 The Early Stage Surplus Profit shall be calculated in accordance with the following formula

$X = \text{Early Stage Surplus Profit available for additional on-site affordable housing}$

$$X = (A-B) - (C-D) - P$$

A = Estimated GDV of development as determined at the time of review (£)

B = Estimated GDV of development as determined at the time of the grant of planning permission (£)

C = Estimated Build Costs as determined at the time of review (£)

D = Estimated Build Costs as determined at grant of planning permission (£)

$$P = (A-B) \times Y; \text{ Developer profit on change in GDV (£)}$$

Y = Developer profit as a percentage of GDV as determined at the application stage (%) being 20

- 1.3 If there is an Early Stage Surplus Profit then the Additional Affordable Housing Units shall be calculated in accordance with the following formula

1.5 the Council shall be entitled to submit the Early Review Statement referred to in paragraph 1.1 of this Schedule to such assessment as it deems appropriate and the Developer shall provide the Council with such further information as the Council may reasonably request in order to evidence the accuracy of the figures and supporting information included in the Early Review Statement and such information shall be disclosed to and

1.4 The Developer shall reimburse the Council for the professional costs reasonably and properly incurred in the assessment of the Early Review Statement

G = thirty (30) percent (being the percentage of Early Stage Surplus Scheme Profit available for additional affordable housing to be used for intermediate)

F = seventy (70) percent (being the percentage of Early Stage Surplus Scheme Profit available for additional affordable housing to be used for low cost rent housing)

E = Early Stage Surplus Scheme Profit available for additional affordable housing (£)

D = Average habitable room size for scheme m²

C = Average value of intermediate housing per m² (£)

B = Average value of local cost rent housing per m² (£)

A = Average value of market housing per m² (£)

$$Y = ((EXG) \div (A-C)) \div D$$

rooms)

Y = Additional intermediate housing requirement (habitable

$$X = ((EXF) \div (A - B)) \div D$$

rooms)

X = Additional low cost rent housing requirement (habitable

- shared with the Council on an open book basis Provided That any such request by the Council must be made within the two (2) month period referred to in paragraph 1.1;
- 1.6 where the Council makes a request pursuant to paragraph 1.5 the Council shall be entitled to a further two (2) months from the date of receipt to evaluate any further information received;
- 1.7 where the Council fails to respond to the Developer's Early Review Statement within the two (2) month period referred to in paragraph 1.1 (or if applicable paragraph 1.3) then the conclusions of the Early Review Statement shall be deemed to be accepted;
- 1.8 The Council and the Developer hereby agree that they will use reasonable endeavours to agree the Early Review Statement within a reasonable time but if after using reasonable endeavours agreement is not reached then either party may refer the matter to the Independent Person
- 1.9 If the Council and the Developer agree or the Independent Party determines that there is an Early Stage Surplus Scheme Profit and that Additional Affordable Housing Units are to be provided then any Additional Affordable Housing Units shall be provided as part of the Development and the provisions of Schedule 2 shall apply to those Additional Affordable Housing Units as are applicable to the type of additional Affordable Housing provided (i.e. whether London Affordable Rent or Intermediate Shared Ownership)
- 1.9 Where the Council and the Developer agree or the Independent Party determines that an Early Stage Review Contribution is to be paid then that Early Stage Review Contribution shall be paid prior to Occupation (or, if later, within 10 working days of the same being agreed or determined)
- 1.10 Notwithstanding the provisions of paragraphs 1.1 to 1.9 it is agreed that

(a) nothing in this schedule shall require the Developer to provide more than 50% of the Residential Units within the Development as Affordable Housing;

(b) if the Developer shall provide 50% or more than 50% of the Residential Units within the Development as Affordable Housing then in no circumstance will any Early Stage Review Contribution be payable

1.11 The provisions of paragraph 1.10 shall take precedence over the provisions of paragraphs 1.1 to 1.9 and the assessment of the 50% threshold shall be calculated by reference to the number of habitable rooms

2. Upon the sale, lease or letting of 75% of the Private Residential Units the Owner shall submit a Late Stage Review Statement to the Council and paragraphs 1.4 to 1.9 above shall, mutatis mutandis, apply in respect of the Late Stage Review Statement

3. The Late Stage Surplus Scheme Profit shall be calculated in accordance with the following formula

$$X = (((A+B) - C) + E) - F - P \times 0.6$$

A = GDV achieved on sale/lease of 75 per cent of residential units and GDV from other parts of the development sold/let and other income receipts (£)

B = Estimated GDV for parts of the development that are yet to be sold/let and other income sources (£)

C = GDV determined as part of the assessment of viability at the time planning permission was granted (or as determined in the Early Stage Review) (£)

D = Build costs incurred at the time of review (£)

E = Estimated build costs for remainder of the development (£)

F = Total build costs determined as part of the assessment of viability at the time planning permission was granted (or as determined in the Early Stage Review) (£)

$$P = (A + B - C) \times Y; \text{ Developer profit on change in GDV } (\text{£})$$

Y = Developer profit as a percentage of GDV as determined at the time planning permission was granted (%) being 20%

4.

If the Council and the Developer agree or the Independent Party determines that a Late Stage Surplus Scheme Profit has been achieved then the Developer shall pay to the Council the Late Stage Review Contribution within 28 Working Days of receiving a written request for payment PROVIDED THAT any Late Stage Review Contribution shall be subject to the Late Stage Review Cap calculated in accordance with the following formula

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

A = Average value of market housing per m² (£)

B = Average value of local cost rent housing per m² (£)

C = Average value of intermediate housing per m² (£)

D = Average habitable room size for scheme (m²)

E = Low cost rent shortfall on-site (habitable rooms) (Determined at the time planning permission was granted or as updated following the Early Stage Review)

F = Intermediate housing shortfall on-site (habitable rooms) (Determined at the time planning permission was granted or as updated following the Early Stage Review)

5.

Notwithstanding the provisions of paragraphs 2 to 4 it is agreed that if the Developer has provided 50% or more than 50% of the Residential Units within the Development as Affordable Housing then in no circumstance will any Late Stage Review Contribution be payable and

8. The parties agree that for the purposes of Clause 20 the Relevant Index applicable to the Financial Contributions referred to in this Schedule shall be the BCIS Index and it shall be applied for the period between the Early Stage Review Contribution and the Late Stage Review Contribution being agreed or determined and the date upon which the payment of the Early Stage Review Contribution and the Late Stage Review Contribution is due (or, if earlier, paid).

7.2 shall be entitled to delay complying with this paragraph [4] until such time as the Council has (in its exclusive opinion) secured sufficient funding to enable it to use the Early Stage Review Contribution and the Late Stage Review Contribution effectively towards the provision of Affordable Housing within the borough

7.1 in complying with this paragraph it shall be entitled to amalgamate the Early Stage Review Contribution and the Late Stage Review Contribution with such other funding as it may allocate or secure for the purpose of providing Affordable Housing (whether through planning obligations or by other means); and

7. The Council shall use any Early Stage Review Contribution and Late Stage Review Contribution received towards the provision of Affordable Housing elsewhere in the borough PROVIDED ALWAYS that the Council:

6. The Provisions of paragraph 5 shall take precedence over the provisions of paragraphs 2 to 4 and the assessment of the 50% threshold shall be calculated by reference to the number of habitable rooms

in those circumstances the council shall waive the requirement upon the Owner to submit a Late Stage Review Statement.

SCHEDULE 4

FINANCIAL CONTRIBUTIONS

1. The Developer hereby covenants with the Council as follows:-

- 1.1 to pay
- 1.1.1 the Employment Training Contribution
- 1.1.2 the Transport Contribution
- to the Council prior to Commencement of Development
- 1.2 to pay the CPZ Contribution prior to Occupation
- 2 not to

- 2.1 Commence Development until it has complied with Paragraph 1.1 of this Schedule
- 2.2 not to Occupy the Development until it has complied with Paragraph 1.2 of this schedule

3. The Council shall use

3.1 the CPZ Contribution for CPZ Review and Implementation

3.2 the Transport Contribution for Transport Measures

3.3 the Employment Training Contribution for Employment Training Initiatives

PROVIDED ALWAYS that the Council:

3.4 in complying with Paragraphs 3.1-3.2 shall be entitled to amalgamate the respective Financial Contributions referred to therein with such other funding as it may allocate or secure for the purpose of undertaking the purposes identified in the respective paragraphs (whether through planning obligations or by other means); and

- 3.5 shall be entitled to refrain from complying with Paragraphs 3.1-3.2 until such time as the Council has (in its exclusive opinion) secured sufficient funding to enable it to undertake the specific purposes identified within the relevant paragraph
- 4 The parties agree that for the purposes of Clause 20 of this Deed the Relevant Index applicable to the respective Financial Contributions are as follows
- 4.1 the BCIS Index with respect to the Transport Contribution
- 4.2 the RPI with respect to the CPZ Contribution and the Employment and Training Contribution

SCHEDULE 5

CAR CLUB PROVISION

The Developer hereby covenants with the Council as follows:

1.1 Prior to Occupation of the Development to enter into an agreement with a car club operator to provide the offer of three years free membership to residents of the Development (who comply with the obligation criteria of the Car Club) and to provide a copy of the said agreement to the Council

1.2 save where paragraph 1.4 of this Schedule applies not to Occupy the Development or cause or permit it to be Occupied until it has complied with the provisions of paragraph 1.1 of this Schedule

1.3 The Developer shall permit the residents of the Development (who comply with the eligibility criteria of the Car Club) free membership of the Car Club for 3 years from the date of first Occupation of each of the Residential Units (subject to the residents complying with the rules of the Car Club)

1.4 The Developer shall use Reasonable Endeavours to permit each resident of the Development (who comply with the eligibility criteria of the Car Club) continued membership of the Car Club at their own expense at the expiry of the three years referred to in Paragraph 1.3 above for as long as the Car Club continues to operate (and subject to the residents complying with the rules of the Car Club).



SCHEDULE 6
LOCAL LABOUR

The Developer hereby covenants with the Council as follows

1. In carrying out any part of the Development it will fully participate in the Local Labour and Business Scheme by:
 - 1.1 using Reasonable Endeavours to achieve a target of fifty per cent (50%) Local People and Local Businesses as employees suppliers and sub-contractors for and during the demolition, construction and end use of the development;
 - 1.2 submitting prior to the Commencement of Development for approval by the Council a Local Labour and Business Strategy (such approval not to be unreasonably withheld or delayed); and
 - 1.3 implementing the approved Local Labour and Business Strategy in full.
- 2 The Local Labour and Business Strategy shall:
 - 2.1 set out in detail how the Developer shall use its Reasonable Endeavours to promote and recruit employees contractors suppliers and sub-contractors for the Development from the Council's administrative area required for and during the construction of the Development;
 - 2.2 be prepared in accordance with and in support of the objectives of the Local Labour and Business Scheme;
 - 2.3 include the following actions on the part of the Developer
 - 2.3.1 it will issue a written statement (the form and content of which shall previously have been approved in writing with the Council (such approval not to be unreasonably withheld or delayed)) to its contractors sub-contractors and suppliers at the tendering for work stage;

- 2.3.2 endorsing the use of local labour and indicating the full commitment of the Developer to ensuring that Local People and Local Businesses are able to benefit directly from employment and contract award activity arising as a result of the construction of the Development; and
- 2.3.3 stating that any company invited by the Developer its contractors and sub-contractors to tender for work will be given clear written details of the requirement to promote local employment (including apprenticeships) and the use of local contractors sub-contractors and suppliers and to use reasonable endeavours to recruit employees (including apprentices), sub-contractors and suppliers for the Development from the Council's administrative area prior to the receipt of any bid; and
- 2.3.4 stating that the Developer's contractors and sub-contractors for the Development will be required to monitor and record the number and percentage of person hours worked within the Development by Local People and the number of contracts and percentage of total contract value awarded to Businesses engaged in the construction of the Development and to submit returns detailing such records to the Developer at intervals of not more than one month throughout the period of the construction of the Development;
- 2.3.5 it will monitor and record:
 - 2.3.5.1 the number and percentage of person hours worked within the Development by Local People together with details of the full home postcodes of those Local People;

2.3.8 it shall procure that on the commencement of each Phase and throughout the carrying out of the Development the nominated person will meet and work with the Lewisham

2.3.7 it will appoint a nominated person to co-ordinate the Local Labour and Business Strategy;

2.3.6 it will use its reasonable endeavours to obtain from its respective agents employees contractors suppliers and sub-contractors returns providing the information as required by this sub-paragraph 2.3 of the number of Local People and Local Businesses recruited from the administrative area of the London Borough of Lewisham and engaged in work relating to the construction of the Development and to collate and submit the same to the Council with the Developers' monthly submissions using the Council's standard monitoring forms under the Local Labour and Business Scheme ("On Site Workforce Monitor" "Subcontractor Monitor" "Supplier Monitor" and "On Site Social Demographic Monitor");

and submit the returns detailing such records to the Council at regular intervals of not more than one month throughout the construction of the Development using the Council's standard monitoring forms under the Local Labour and Business Scheme ("On Site Workforce Monitor" "Subcontractor Monitor" "Supplier Monitor" and "On Site Social Demographic Monitor");

2.5.3 the names and full postcodes of companies that have secured contracts related to the construction of the Development

2.3.5.2 the number of and percentage of total contract value of contracts awarded to Local Businesses for the construction of the Development; and

Local Labour and Business Co-ordinator to discuss the Local Labour and Business Strategy for the Development and any initiatives that maybe available within the borough at that time.

SCHEDULE 7

COMMUNAL AND PUBLIC ACCESS AND LANDSCAPING

The Developer hereby covenants with the Council as follows

1 Landscape Community Engagement Strategy

1.1 to establish the Community Landscape Working Group by no later than 3 months after the date of the Planning Permission

1.2 Membership of the Community Landscape Working Group shall comprise

(a) representative of the Developer (as may be nominated by the Developer from time to time)

(b) representative of the Council (as may be nominated by the Council from time to time)

(c) representatives from such other local groups bodies businesses associations or organisations as shall be considered appropriate to the work of the Community Landscape Working Group as may be agreed between the Council and the Developer

PROVIDED ALWAYS THAT the Community Landscape Working Group shall have a minimum core group of 6 members (of which 4 shall not be representatives of the Council or Developer) unless otherwise agreed by the Developer and the Council

1.3 The role of the Community Landscape Working Group will be to assist in advising on the formulation development and delivery of the Landscape Community Engagement Strategy

1.4 Within 1 month of the date of the Planning Permission (and in order to establish the Community Landscape Working Group in accordance with paragraph 1.1):

(a) the Council shall make nominations for representatives falling within paragraph 1.2 (b) and (c) and shall notify details to the Developer

(b) the Developer shall make nominations for representatives falling within paragraph 1.2(a) and (c) and shall notify details to the Council

1.5 The Developer shall finalise the list of potential representatives in consultation with the Council and shall invite each potential representative to be members of the Community Landscape Working Group. The Developer shall notify the Council of their response PROVIDED THAT if any of them shall decline the invitation the Developer in consultation with the Council shall agree an alternative representative member of the Community Landscape Working Group and the process shall be repeated until the requisite number of representatives are appointed to the Community Landscape Working Group or the Developer and the Council agree that no further invitations should be made

1.6 The Community Landscape Working Group will meet monthly (or at such lesser or greater frequency as may be reasonably necessary or appropriate from time to time). Meetings on this basis will commence once it is appropriate to commence consideration of the Landscape Community Engagement Strategy and shall cease once the Landscape Community Engagement Strategy is completed and has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

- 1.7 At its first meeting the Community Landscape Working Group shall:
- (a) Establish a protocol for deciding who will act as chair of the meetings (including rotation provisions)
 - (b) Decide a schedule of meeting dates and where meetings are to be held
 - (c) Establish a protocol for an agenda and all associated papers to be circulated in advance of each meeting and
 - (d) Establish a protocol for minutes to be taken at each meeting and thereafter circulated to the members
- 1.8 Each member of the Community Landscape Working Group shall seek to ensure that its representative holds the role for such a sufficient length of time so as to ensure consistency and continuity in relation to the matters to be undertaken by the Community Landscape Working Group
- 1.9 The Community Landscape Working Group shall at all times act expeditiously and shall have regard to (but for the avoidance of doubt shall not be bound by) the programme for the Development as advised by the Developer pursuant to paragraph 1.10
- 1.10 The Developer shall upon establishment of the Community Landscape Working Group and not later than the first meeting of the Community Landscape Working Group inform the Community Landscape Working Group as to the Development programme and any material changes thereto

2. Publicly Accessible Land Management Plan

2.1 The Developer shall not Occupy any Phase until the Publicly Accessible Land Management Plan for that Phase has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)

2.2 A Publicly Accessible Land Management Plan shall make provision for the maintenance repair renewal cleaning and decoration of the Publicly Accessible Land within the relevant Phase including (without prejudice to the generally) maintenance repair renewal cleaning and decoration any public art hard and soft landscaping street furniture play space security equipment drainage signage and information lighting and all other facilities therein

2.3 A Publicly Accessible Land Management Plan may also make provision for the following if necessary and appropriate

(a) effecting and maintaining third party employees and public liability insurance and any appropriate other insurances

(b) the employment of such persons as may be necessary for effecting the management and maintenance of the relevant Publicly Accessible Land

(c) the establishment of an appropriate management entity or entities to manage the maintenance of the Publicly Accessible Land and provide such other services or facilities in connection with the same

(d) a mechanism to provide for recovery of any costs incurred in the maintenance and management of the Publicly Accessible Land by way of an estate charge to be charged to the owners tenants and occupiers of the Development

3 Publicly Accessible Land

3.1 As from the date of Completion of each area of Publicly Accessible Land the Developer shall permit the general public to have, free of charge, continuous access:

(a) on foot and (in respect of those parts where cycles are permitted as agreed with the Council) when approving the details pursuant to the planning permission in relation to the Publicly Accessible Land in question) by bicycle over the Publicly Accessible Open Land in question and to and from adjoining public access areas (including those adjoining the Land) and

(b) on foot by bicycle and (in respect of those routes where vehicles are permitted as agreed with the Council when approving the details pursuant to the planning permission in relation to the Publicly Accessible Open Space in question) by vehicle over the Publicly Accessible Routes and to and from the adjoining public access areas (including those adjoining the Land)

3.2 Paragraph 3.1 shall be subject to

(a) Permitted Closures and

(b) the right of the Developer to make (from time to time) reasonable rules and regulations with regard to the conduct of persons using any Publicly Accessible Land PROVIDED THAT such rules and regulations and any modifications thereto shall not (unless the same are reasonable requirements or reasonable recommendations of the Developer's insurers) take effect nor be enforceable or enforced unless they have first been approved by the Council (such approval not to be unreasonably withheld or delayed).

3.3 The Developer shall as from the date of Completion of each area of Publicly Accessible Land and at its own expense manage and maintain (including insurance against third party liability) the Publicly Accessible Land for the life of the Development (unless and to the extent that it may become adopted as highway maintainable at the public expense) in accordance with all Publicly Accessible Land Management Plans submitted to and approved by the Council from time to time pursuant to paragraph 2

3.4 Subject to paragraph 3.6, in relation to the connection of any Publicly Accessible Land to the public access areas adjoining the Land, in the event that at the date such Publicly Accessible Land is Completed any such adjoining public access area ("Adjoining Public Access Area" has not been completed, then if such Adjoining Public Access Area is subsequently completed, then within 30 Business Days of notices served by the Council the Developer shall open up the boundary of the Publicly Accessible Land in question so as to permit the public to pass from the Adjoining Public Access Area in question on to and over the Publicly Accessible Land in question and vice versa PROVIDED THAT this paragraph 3.5 shall cease to apply as from Completion of the Phase or part of such Phase as may immediately adjoin any Adjoining Public Access Area as is referred to in this paragraph 3.5

3.5 Paragraph 3.5 shall be subject to the further proviso that the construction of the Adjoining Public Access Area and the materials used are of similar design and appearance to the Publicly Accessible Land which the said Adjoining Public Access Area in question is to connect onto

4 Temporary Closures

4.1 in respect of any temporary closure which is referred to in sub-paragraph (b) (c) or (f) of the definition of Permitted Closure in clause 1.1 not fewer than 20 Business Days prior to the temporary closure the

Without prejudice to the specific provisions of paragraphs 4.1 and 4.2 in relation to the availability of alternative routes within the Development for use by the public during any period of closure use Reasonable Endeavours to ensure that where practicable alternative

4.4

Upon the re-opening of any Publicly Accessible Land following temporary closure the provisions of paragraph 3 above relating to public access to from and over such Publicly Accessible Land shall again apply hereto

4.3

(b) subject to any lawful requirements of the police or any other competent body thereafter the closure shall continue only on such terms as the Council may reasonably require (including the duration of the closure) by notice in writing to the Developer in respect to the Developer's notice under paragraph 4.2 (a) above

(a) as soon as reasonably practicable after such closure and in any event within 48 hours thereof the Developer shall notify the Council in writing of such closure and the details thereof (including full reasons for the closure and its anticipated duration) and

4.2

in respect of any temporary closure referred to in sub-paragraph (d) or (e) of the definition of Permitted Closure in clause 1.1:

Developer shall submit a request to the Council for approval to such temporary closure specifying the intended date or dates of such closure and the reasons for it and also details of any alternative route if any within the Development to be made available for use by the public during any period of closure such approval not to be unreasonably withheld or delayed PROVIDED THAT in granting any such approval the Council may also impose reasonable terms in relation to such closure including a requirement that an alternative route within the Development to be made available for use by the public during any period of closure if reasonably possible

routes are made available within the Development for use by the public during any period of temporary closure of any Publicly Accessible Land

5 Communal Amenity Areas

5.1 Not less than 6 months prior to first Occupation of the first Residential Unit to be Occupied to submit the Community Amenity Access Management Plan for the approval of the Council such approval not to be unreasonably withheld or delayed

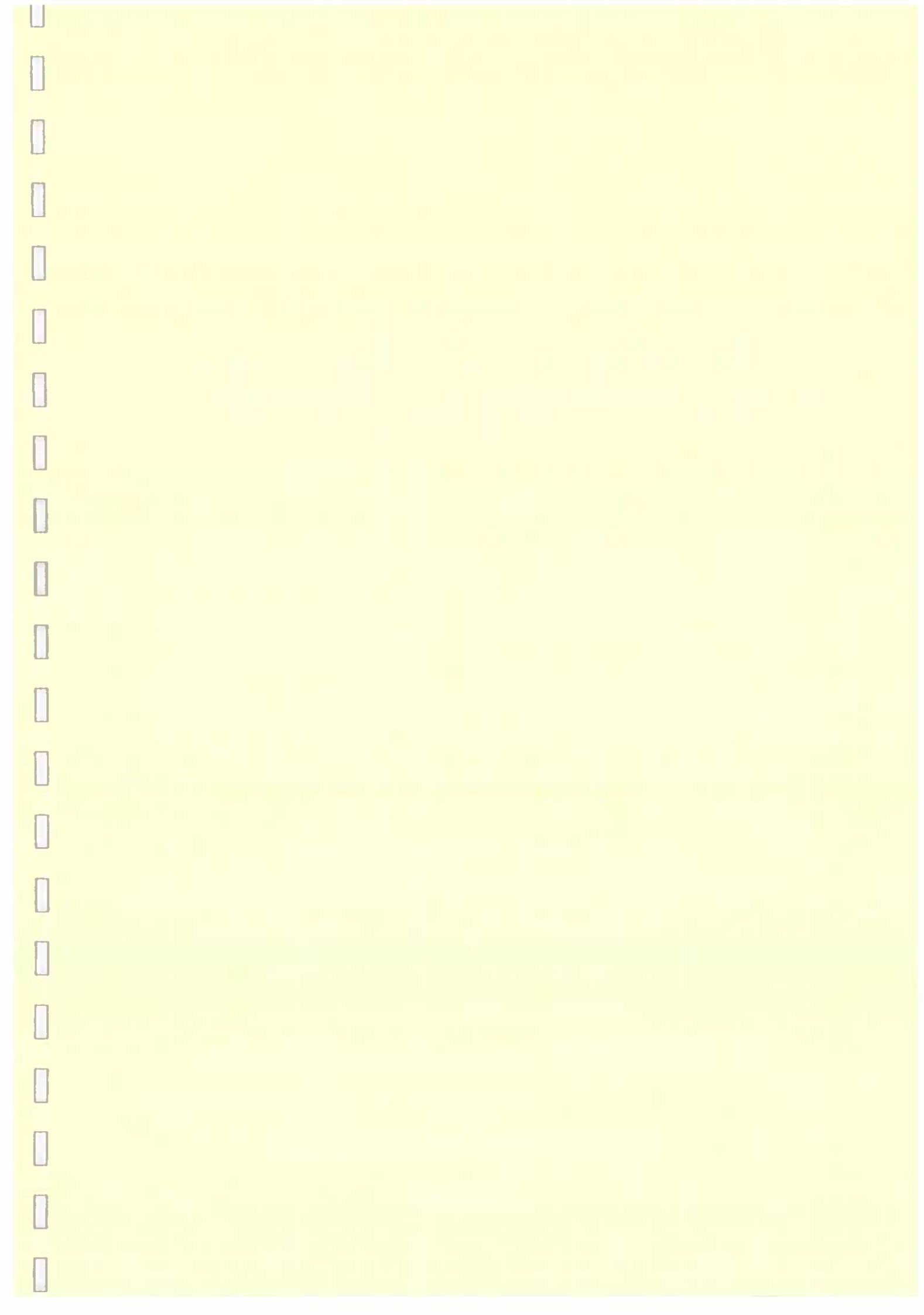
5.2 Prior to first Occupation of the first Residential Unit to implement the Community Amenity Access Management Plan as approved pursuant to paragraph 5.1 of this Schedule and to continue to do so unless approved otherwise in writing by the Council (such approval not to be unreasonably withheld or delayed)

SCHEDULE 8

RETENTION OF PROFESSIONAL ADVISORS

The Owner covenants with the Council as follows:

1. Subject to paragraphs 3 and 4 to retain the professional services of
 - 1.1 Pollard Thomas Edwards Architects (PTEa) and
 - 1.2 Building Design Partnership (BDP) as the landscape architects.for the duration of the construction of the Development.
2. To notify the Council in writing within 14 days of the release of PTEa and/or BDP and the name of the replacement
3. The Owner shall not be required to pay the Design Monitoring Contribution to the Council (nor comply with the provisions of paragraph 1) where PTEa and/or BDP has ceased trading or is otherwise no longer retained as a member of the Owner's design team in connection with the Development PROVIDED THAT the Owner can demonstrate to the reasonable satisfaction of the Council that another independent senior architect or firm of architects of as good reputation and appropriate expertise as PTEa and/or BDP as the case may be has been retained as a member of the Owner's design team in connection with the Development and that such architect or firm of architects and or landscape architects has confirmed to the Council that it will take responsibility for the design quality of the Development and the certification required
4. In the event that the Developer wishes for PTEa and/or BDP as the case may be to be released from the Development project prior to completion of the Development the Developer shall, subject to paragraph 3, pay to the Council the Design Monitoring Contribution whereupon the provisions of paragraph 1 shall cease to apply



SCHEDULE 9

WHEELCHAIR HOUSING

Affordable Rent Wheelchair Housing

1 The Developer shall

1.1 provide the Affordable Rented Wheelchair Units by no later than the date of Occupation of any units in the same Block

1.2 not Occupy any units within a Block until the Affordable Rented Wheelchair Units have been provided in accordance with paragraph

1.1

1.3 For the purposes of paragraph 1.1 and 1.2 'provide' and 'provided' shall mean that the structure of the same has been completed but does not require the same to be further constructed or practically completed

Market Dwelling Wheelchair Housing

2 Subject to paragraphs 2.4 to 2.6 the Developer shall construct 10% of the Private Residential and Intermediate Shared Ownership Units as Market Dwelling Wheelchair Units

2.1 Subject to paragraphs 2.5 to 2.6 the Market Dwelling Wheelchair Units shall not be Occupied by the first Occupier of each such unit other than as a Wheelchair Housing Unit

2.2 The Developer shall, subject to the marketing in accordance with paragraph 2.4, fit out such Market Dwelling Wheelchair Housing Units in accordance with requirement M4(3)(2)(b) of Approved Document M to the Building Regulations 2010 SAVE where as a result of the process in paragraphs 2.4 to 2.6 the Market Dwelling Wheelchair Unit in question is to be fitted out to be Easily Adaptable

- 2.3 The Developer shall not Occupy or market or dispose of any of the Market Dwelling Wheelchair Units to persons other than wheelchair users (and/or members of their family with whom they live) save in accordance with paragraphs 2.4 to 2.5
- 2.4 At least 1 month (but not more than 6 months) prior to Commencement of each Phase of the Development the Developer shall submit the Market Dwelling Wheelchair Units Marketing Strategy to the Council for approval (such approval not to be unreasonably withheld or delayed) and as from the relevant date provided in the Market Dwellings Wheelchair Units Marketing Strategy as approved by the Council shall commence marketing of the Market Dwelling Wheelchair Units in accordance with the approved Market Dwelling Wheelchair Units Marketing Strategy and shall continue such marketing for the 'Marketing Period' being a period of at least 6 months (or such other period as may be agreed between the Developer and the Council) and shall use Reasonable Endeavours to agree terms with and dispose of the Market Dwelling Wheelchair Units to wheelchair users (and/or members of their family with whom they live) and in respect of each such Market Dwelling Wheelchair Unit disposed of the Developer shall fit out the same in accordance with requirement M4(3)(2)(b) of Approved Document M to the Building Regulations 2010 prior to completion of such disposal
- 2.5 Not later than 10 working Days following the end of the Marketing Period referred to in paragraph 2.4 the Developer shall provide documentary evidence to the Council
 - 2.5.1 demonstrating that the Market Dwelling Wheelchair Units Marketing Strategy has been fully complied with and
 - 2.5.2 in relation to any Market Dwelling Wheelchair Units disposed of to wheelchair users (and/or members of their family with whom they live) containing details of the Market Dwelling Wheelchair Units in question

as well as details of the persons to whom each of the Market Dwelling
Wheelchair Units have been disposed of

2.6 In the event that any of the Market Dwelling Wheelchair Units remain
undisposed of at the end of the Marketing Period then within 15
Working Days of receipt of the documentary evidence and other
details referred to in paragraph 2.5 the Council shall serve notice on
the Developer:

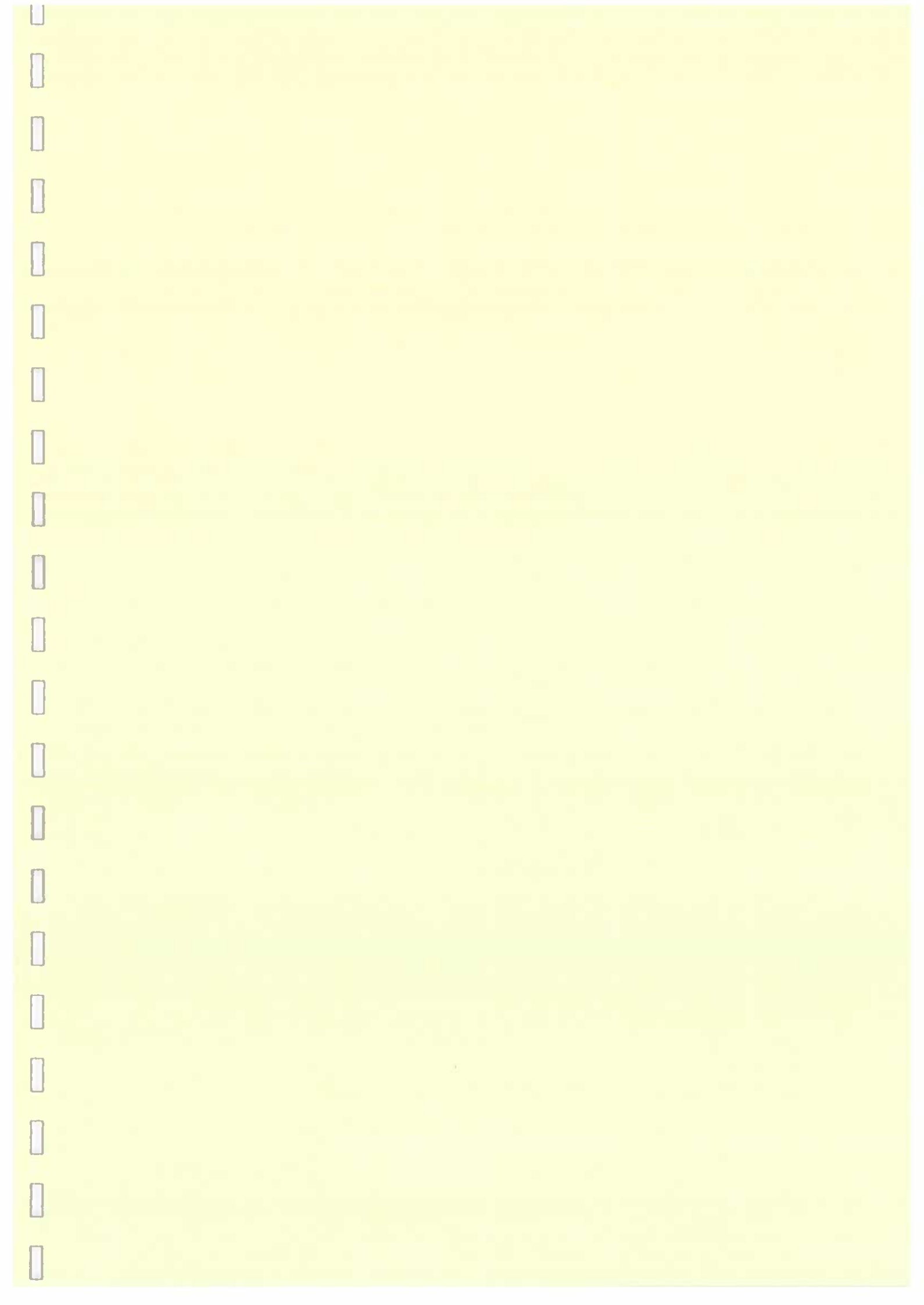
2.6.1 confirming (if it be the case) that it is satisfied that the Market Dwelling
wheelchair Units Marketing Strategy has been fully complied with
whereupon the Developer shall construct such Market Dwelling
Wheelchair Units so that they are Easily Adaptable and thereafter the
Developer shall be entitled to dispose of the same as Private
Residential Units or Intermediate Shared Ownership as the case
maybe and the restriction in paragraph 2.3 shall not apply in respect
of those units or

2.6.2 confirming (if it be the case) that it is not satisfied that the Market
Dwelling Wheelchair Units Marketing Strategy has been complied
with and specifying those reasonable steps which it considers the
Developer is required to take for such further period as shall be
agreed between the Developer and the Council in order to comply
with the Market Dwelling Wheelchair Unit Marketing Strategy

PROVIDED THAT in the event that the Council serves notice on the
Developer pursuant to paragraph 2.6.2 then the process set out in
paragraphs 2.4 and 2.5 shall apply mutatis mutandis to the further
marketing of the Market Dwelling Wheelchair Units save that the
Marketing Period shall be taken to be such period as may be agreed
between the Developer and the Council pursuant to paragraph 2.6.2

2.6.3 The Council shall act reasonably in relation to the matters referred to
in paragraph 2.6

- 2.6.4 not Occupy any of the non-wheelchair housing units in any Block provided until the Private Residential Wheelchair Units are to be provided and fitted out in accordance with the requirements referred to in this Schedule 9
- Wheelchair Housing Parking Management Plan**
- 2.7 The Developer shall submit for the approval of the Council the Wheelchair Housing Parking Management Plan prior to Occupation (such approval not to be unreasonably withheld or delayed)
- 2.8 The Developer shall not Occupy the Development until the Wheelchair Housing Parking Management Plan has been submitted to and approved by the Council
- 2.9 The Developer shall not Occupy more than 50% of the Residential Units in any Phase until the Wheelchair Unit Parking Spaces relating to that Phase (if any) have been provided and marked out on the ground
- 2.10 the Developer shall retain operate and manage the Wheelchair Unit Parking Spaces in accordance with the Wheelchair Housing Parking Management Plan approved pursuant to paragraph 2.7
- 2.11 The Developer shall monitor and review the Wheelchair Housing Parking Management Plan in accordance with the terms of the Wheelchair Housing Parking Management Plan as approved and shall implement any changes to such Wheelchair Housing Parking Management Plan as may be agreed with the Council following such review in accordance with a timescale agreed with the Council





Planning Service
Laurence House
1 Calford Road
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Direct Line: 020 8314 7400
Fax: 020 8314 3127
Email: Planning@lewissham.gov.uk
Date: **DRAFT**
Property: DE/182/B/TP
Ref: DC/16/095039
Our Ref: DC/16/095039

Mr T Gaskell
CMA Planning
113 The Timberyard
Drysdaie Street
Shoreditch
London
E14 7JT

Dear Mr Gaskell,

PERMISSION FOR DEVELOPMENT

Town and Country Planning Act 1990 (as amended)

Notice is hereby given that the London Borough of Lewisham, in pursuance of its powers as local planning authority under the above Act, Regulations, Rules & Orders made thereunder, permits the development referred to in the Schedule below subject to the conditions set out therein and in accordance with the application and plans submitted, save in so far as may otherwise be required by the said conditions.

Your attention is drawn to the Statement of Applicant's Rights endorsed overleaf.

The grant of planning permission does not relieve developers of the necessity for complying with any local Acts, Public Health Acts & Regulations, Building Acts & Regulations and general statutory provisions in force in the area or modify or affect any personal or restrictive covenants, easements, etc applying to or affecting either the land to which the permission relates or any other land, or the rights of any person or authorities (including the London Borough of Lewisham) entitled to the benefit thereof or holding an interest in the property concerned in the development or in any adjoining property. In this connection applicants are advised to consult the Highways and Transportation team as to any works proposed to, above or under any carriageway, footway or forecourt. Your particular attention is drawn to the Building Acts & Building Regulations which must be complied with to the satisfaction of approved Building Control Inspectors.

SCHEDULE

Application Valid Date: 22 January 2016

Application No: DC/16/095039

Development: Demolition of the former caretaker's house on Frankham Street and 2-30A Reginald Road, partial demolition, conversion and extension of the former Tidemill School buildings and the construction of three new buildings ranging from 2 to 6 storeys at Land North of Reginald Road & South of Frankham Street SE8, to provide 209 residential units (80 x one bedroom, 95 x two

bedroom, 26 x three bedroom, 8 x four bedroom) together with amenity space, landscaping, car and cycle parking.

CONDITIONS

1. Time Limit
The development to which this permission relates must be begun not later than the expiration of THREE years beginning with the date on which the permission is granted.
Reason: As required by Section 91 of the Town and Country Planning Act 1990.
2. Approved Plans
The development shall be carried out strictly in accordance with the application plans, drawings and documents hereby approved and as detailed below.

029_PL_001 Rev A, 029_PL_002 Rev A, 029_PL_003 Rev A, 029_PL_005 Rev A, 029_PL_111 Rev C, 029_PL_112 Rev B, 029_PL_118 Rev A, 029_PL_119 Rev A, 029_PL_120, 029_PL_200 Rev A, Rev A, 029_PL_211 Rev A, 029_PL_213 Rev A, 029_PL_214 Rev A, 029_PL_215 Rev A, 029_PL_216 Rev A, 029_PL_217 Rev A, 029_PL_300 Rev A, 029_PL_306 Rev A, 029_PL_402 Rev A, 029_PL_403 Rev A, 029_PL_404 Rev A, 029_PL_405 Rev A, 140439 01, 140439 02 Rev B, 140439 03 Rev B, 140439 04 Rev B, 140439 05 Rev B, 140439 06, 140439 07, 140439 08, 140439 09, 140439 10, 140439 11, 140439 12, 140439 13, 140439 14, 140447 Sheet 1, 140447 Sheet 2, 140447 Sheet 3, 140447 Sheet 4 (received 4th January 2016); 9993-M-0-XX-0001_REV P1 (received 18th April 2016); 029_PL_304 Rev B, 029_PL_305 Rev B, 029_PL_400 Rev B, 029_PL_401 Rev B (received 2nd June 2016); Supplementary Information- Wheelchair Homes (received 21st June 2016); 029_PL_105 Rev B, 029_PL_110 Rev D, 029_PL_113 Rev D, 029_PL_121 Rev B, 029_PL_310 Rev A, 029_PL_302 Rev D, 029_PL_303 Rev B; 91LP001 rev B (received 12th July 2016); 029_PL_115 Rev B, 029_PL_116 Rev B, 029_PL_117 Rev B, 029_PL_212 Rev D (received 2nd August 2016); 029_PL_101 Rev D, 029_PL_102 Rev E, 029_PL_103 Rev E, 029_PL_104 Rev C, 029_PL_106 Rev C, 029_PL_309 Rev B (received 4th August 2016); 029_PL_308 Rev A (received 5th August 2016); 029_PL_114 Rev C, 029_PL_004 Rev C (received 16th September 2016); 029_PL_301 Rev D (received 17th October 2016); Addendum Daylight/Sunlight letter report (Delva Patman Redler, 4th January 2017) received 10th January 2017; Accommodation schedule (received 25th May 2017); P2206487(90)LP001 Rev E; P2206487(94)LP001 Rev E (received 3rd June 2017); 029_PL_125; 029_PL_126 (received 23rd June 2017); Construction Phasing Plan (received 14th September 2017); and 029_PL100 Rev L (received 15th September 2017).

Reason: To ensure that the development is carried out in accordance with the approved documents, plans and drawings submitted with the application and is acceptable to the local planning authority.

3. Construction Environmental Management Plan
(a) No development shall commence until such time as a Construction and Environmental Management Plan has been submitted to and approved in writing by the local planning authority. The Construction and Environmental Management Plan shall be in conformance with the Construction Phasing Plan (received 14th September 2017) and shall include details of the following

matters:-

- (i) Dust mitigation measures;
 - (ii) The location and operation of plant and wheel washing facilities;
 - (iii) The best practical measures to be employed to mitigate noise and vibration arising out of the construction process;
 - (iv) Construction traffic movements including cumulative impacts which shall encompass the following:-
 - (a) Rationalisation of travel and traffic routes to and from the site;
 - (b) Full details of the number and time of construction vehicle trips to the site with the intention and aim of reducing the impact of construction related activity;
 - (c) Measures to deal with safe pedestrian movement;
 - (v) The appointment of an Ecological Clerk of Works and adoption of best practical measures to mitigate impacts on biodiversity arising from site clearance and construction activities;
 - (vi) Security Management (to minimise risks to unauthorised personnel);
 - (vii) Details of the training of site operatives to follow the Construction Environmental Management Plan requirements;
 - (viii) Details of the site manager, including contact details;
 - (ix) Measures to be adopted to maintain the site in a tidy condition in terms of disposal/storage of rubbish, storage, loading and unloading of plant and materials and similar construction activities;
 - (x) Construction working hours;
 - (xi) An inventory of all Non Road Mobile Machinery (NRM) shall be kept on-site and registered on <http://nrmm.london.gov.uk> showing the emission limits for all equipment and shall be made available for inspection by the Local Authority if required.
- (b) No works shall be carried out other than in accordance with the Construction Environmental Management Plan as approved under paragraph (a) of this condition.
- Reason:** In order that the local planning authority may be satisfied that the construction process is carried out in a manner which will minimise possible noise, disturbance and pollution to neighbouring properties and to comply with Policy 5.3 Sustainable design and construction, Policy 6.3 Assessing effects of development on transport capacity and Policy 7.14 Improving air quality of the London Plan (2016). This is a pre-commencement condition because the local planning authority needs to be satisfied as to the approach to construction management before development starts.

Site Investigation

4. (a) No development shall commence (with the exception of above ground demolition) until each of the following have been complied with:-

- (i) A desk top study and site assessment to survey and characterise the nature and extent of contamination and its effect (whether on or off-site), identifying all previous uses and potential contaminants associated with those uses, and a conceptual site model have been submitted to and approved in writing by the local planning authority, in consultation with the Environment Agency(EA).
- (ii) A site investigation report to characterise and risk assess the site which shall include the gas, hydrological and contamination status, specifying rationale, and recommendations for treatment for contamination encountered (whether by remedial works or not) has been submitted to and approved in writing by the Council, in consultation with the Environment Agency (EA).
- (b) The remediation scheme approved under paragraph (a) of this condition shall be implemented in full.
- (c) If during any works on the site, contamination is encountered which has not previously been identified ("the new contamination") the Council shall be notified immediately and the terms of paragraph (a) of this condition, shall apply to the new contamination. No further works shall take place on that part of the site or adjacent areas affected, until the requirements of paragraph (a) of this condition have been complied with in relation to the new contamination.
- (d) The development shall not be occupied until a closure report has been submitted to and approved in writing by the Council, in consultation with the EA.
- (e) The closure report shall include details of the data collected, verification of all measures, or treatments as required in paragraph (a) (i) & (ii) of this condition and relevant correspondence (including other regulating authorities and stakeholders involved with the remediation works) to verify compliance requirements, necessary for the remediation of the site have been implemented in full.
- (f) The closure report shall also include verification details of both the remediation and post-remediation sampling/works, carried out (including waste materials removed from the site); and before placement of any soil/materials is undertaken on site, all imported or reused soil material must conform to current soil quality requirements as agreed by the local authority. It shall also include a plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved. Inherent to the above, is the provision of any required documentation, certification and monitoring, to facilitate condition requirements.

Reason: The site is underlain by a principal aquifer with potential for use as public water resource and to ensure that the local planning authority may be satisfied that potential site contamination is identified and remedied in view of the historical use(s) of the site, which may have included industrial processes and to comply with DM Policy 28 Contaminated Land of the Development Management Local Plan (November 2014). Paragraph (a) of this condition is a pre-commencement condition because the local planning authority needs to be satisfied as to the method of remediation of site contamination before development starts.

(a) The works to the retained former school buildings shall achieve a minimum BREEAM Domestic Rating of 'Excellent'.

(b) No development (other than demolition of existing structures) shall commence until a Design Stage Certificate for the retained school buildings (prepared by a Building Research Establishment qualified Assessor) has been submitted to and approved in writing by the local planning authority to demonstrate compliance with part (a).

(c) Within 3 months of occupation of either of the retained school buildings, evidence shall be submitted in the form of a Post Construction Certificate (prepared by a Building Research Establishment qualified Assessor) to demonstrate full compliance with part (a) for that specific building.

Reason: To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2016) and Core Strategy Policy 7 Climate change and adapting to the effects, Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

Energy and Water Efficiency

(a) The Buildings shall be constructed in accordance with the Energy Strategy Overview (Whitecode Design Associates, November 2015) approved under condition 3 of this permission so as to achieve the following requirements:

(i) a minimum of 35% improvement over the minimum Target Emission Rate (TER) in requirement Part L1A of Approved Document L (with changes which came into force on 6 April 2014) of the Building Regulations 2010, to accord with current (April 2015) GLA requirements for carbon reduction; and

(ii) provide a whole house assessment of the efficiency of internal water fittings of a maximum of 105L per person per day.

(b) Within 3 months of first occupation of any dwelling hereby approved, evidence (prepared by a suitably qualified assessor) shall be submitted to the local planning authority for approval in writing to demonstrate full compliance with paragraph (a) of this condition in respect of such dwelling.

Reason: To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan (2016) and Core Strategy Policy 7 Climate change and adapting to the effects, Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

Performance of the Energy Centre and future connection to a district CCHP or Combined Heat and Power (CHP) scheme

(a) Prior to the commencement of the development above ground level, a written specification for the Energy Centre is to be provided within the development which demonstrates the carbon-dioxide emission reductions to be achieved, monthly demand profiles for heating, cooling and electrical loads, together with a management plan and drawings and sections showing a scheme for the provision of conduits and/or piping for future connection to a district CCHP or CCHP scheme and network shall be submitted to and approved in writing by the local planning authority.

7.

6.

(b) The development shall not be first occupied until the Energy Centre has been constructed and commissioned in accordance with the scheme and written specification approved pursuant to paragraph (a) of this condition.

(c) All dwellings and non-residential uses shall be constructed so as to be connected to, and to take their energy supply from, the Energy Centre.

Reason: To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.5 Decentralised energy networks and 5.7 Renewable energy in the London Plan (2016) and Core Strategy Policy 7 Climate change and adapting to the effects and Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011). This is a pre-commencement condition because the local planning authority needs to be satisfied as to the detailed design of the Energy Centre and provision for connections to a district CCHP or CCP scheme before development starts.

8. **Surface Water Drainage**

(a) No development shall commence above ground level until a scheme for surface water management, including specifications for the surface treatments and sustainable urban drainage solutions, has been submitted to and approved in writing by the local planning authority, in consultation with the GLA.

(b) The development shall be carried out in accordance with the scheme approved under paragraph (a) of this condition and thereafter the approved drainage scheme shall be retained in accordance with the details approved under the said paragraph (a).

Reason: To prevent the increased risk of flooding and to improve water quality in accordance with Policies 5.12 Flood risk management and 5.13 Sustainable drainage in the London Plan (2016) and Objective 6: Flood risk reduction and water management and Core Strategy Policy 10: Managing and reducing the risk of flooding (2011). This is a pre-commencement condition because the local planning authority needs to be satisfied that an appropriate surface water drainage scheme can be designed and implemented before development starts.

9. **Piling**

(a) No piling or any other foundation designs using penetrative methods shall take place, other than with the prior written approval of the local planning authority.

(b) Details of any such operations referred to in paragraph (a) of this condition, together with a method statement, must be submitted to and approved in writing by the local planning authority, in consultation with the Environment Agency and Thames Water, prior to commencement of the development and such details shall include details of the relevant penetrative methods.

(c) Piling work shall be carried out only in accordance with the details approved under paragraph (b) of this condition.

Reason: To ensure foundation works pursuant to the site development do not have a detrimental effect on the secondary and principal aquifers present at depth beneath the site and to comply with Core Strategy (2011) Policy 11 River and waterways network and Development Management Local Plan (November 2014) DM Policy 28 Contaminated Land. This is a pre-commencement condition in order that the local authority may be satisfied that the method of piling will protect the aquifers beneath

10. Materials the site.

(a) No development above ground level shall commence on site until a detailed schedule and specification, including samples of all external materials and finishes including bricks, cladding, windows and external doors and roof coverings to be used on the buildings have been submitted to and approved in writing by the local planning authority.

(b) Sample panels of the materials, including mortar and fixings, to be approved under part (a) shall be constructed on site, for review by the local planning authority.

(c) The buildings hereby approved shall be carried out in accordance with drawings 029_PL_400 Rev B, 029_PL_401 Rev B, 029_PL_402 Rev A, 029_PL_403 Rev A, 029_PL_404 Rev A, 029_PL_405 Rev A, including, but not limited to the junctions, joints, brickwork patterns, returns and fixings.

(d) The scheme shall be carried out in full accordance with those details, as approved.

Reason: To ensure that the design is delivered in accordance with the details submitted and assessed so that the development achieves the necessary high standard and detailing in accordance with Policies 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character.

11. Cycle parking (a) A minimum of 328 secure and dry and 12 visitor cycle parking spaces shall be provided within the development.

(b) No development shall commence above ground level until full details (including locations by reference to a plan or plans) of the external cycle stores and visitor cycle parking facilities have been submitted to and approved in writing by the local planning authority.

(c) All cycle parking spaces for each Building shall be provided and made available for use prior to first occupation and thereafter shall be permanently retained in accordance with the details approved under paragraphs (a) and (b) of this condition and used solely by occupiers of and visitors to dwellings or commercial units within the development.

Reason: In order to ensure adequate provision for cycle parking and to comply with Policy 14: Sustainable movement and transport of the Core Strategy (2011).

12. Hard landscaping details (a) The development shall be constructed in accordance with the hard landscaping treatment shown on approved drawing P2006487(90)LP001 Rev E.

(b) No development shall commence above ground level until samples of the proposed hard landscaping materials (including details of the permeability of hard surfaces) have been submitted to and approved in writing by the local planning authority.

(c) All hard landscaping works which form part of the approved scheme under

paragraphs (a) and (b) of this condition shall be completed prior to first occupation of the development.

Reason: In order that the local planning authority may be satisfied as to the details of the proposal and to comply with Policies 5.12 Flood risk management and 5.13 Sustainable Drainage in the London Plan (2016), Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) Policy 25 Landscaping and trees, and DM Policy 30 Urban design and local character.

13. **Soft landscaping details**

(a) A scheme of soft landscaping (including details of any trees or hedges to be retained and proposed plant numbers, species, location and size of trees and tree pits) and details of the management and maintenance of the soft landscaping from completion of the development shall be submitted to and approved in writing by the local planning authority prior to construction of any above ground works.

(b) All planting, seeding or turfing shall be carried out in the first planting and seeding seasons following the completion of the development, in accordance with the approved scheme under paragraph (a) of this condition. Any trees or plants which within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species.

Reason: In order that the local planning authority may be satisfied as to the details of the proposal and to comply with Core Strategy Policy 12 Open space and environmental assets, Policy 15 High quality design for Lewisham of the Core Strategy (June 2011), and DM Policy 25 Landscaping and trees and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

14. **Boundary treatments**

(a) No development shall commence above ground level until details of the proposed boundary treatments including any gates, walls or fences have been submitted to and approved in writing by the local planning authority.

(b) The boundary treatments approved under paragraph (a) of this condition shall be implemented prior to first occupation of any Building and shall thereafter be permanently retained in accordance with the details approved under the said paragraph (a).

Reason: To ensure that the boundary treatment is of adequate design in the interests of visual and residential amenity and to comply with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

15. **Electric vehicle charging**

(a) Details of the location of the four electric vehicle charging points (two active and two passive) to be provided and a programme for their installation and maintenance shall be submitted to and approved in writing by the local planning authority prior to construction of any above ground works.

(b) The electric vehicle charging points shall be installed in accordance with the

details approved under paragraph (a) of this condition prior to first occupation of the development and shall thereafter be permanently retained and maintained in accordance with the details approved under the said paragraph (a).

Reason: To reduce pollution emissions in an Area Quality Management Area in accordance with Policy 7.14 Improving air quality in the London Plan (2016), and DM Policy 29 Car parking of the Development Management Local Plan (November 2014).

16. Living roofs

(a) The development shall be constructed with biodiversity living roofs laid out across all flat roofs, with a minimum coverage of 3,100m².

(b) No development shall commence above ground level until details of the living roofs (including roof plans to a scale of 1:50, cross-sections to a scale of 1:20, specification and details of a substrate base, maximum stormwater retention capacity and details of management) to be provided on each Building have been submitted to and approved in writing by the local planning authority.

(c) The living roofs shall not be used as an amenity or sitting out space of any kind whatsoever and shall only be used in the case of essential maintenance or repair, or escape in case of emergency.

(d) Prior to the occupation of any Building, evidence that the living roof for that Building has been installed in accordance with the details approved under paragraph (b) of this condition shall be submitted to and approved in writing by the local planning authority and shall thereafter be permanently retained and maintained in accordance with the said details as approved.

Reason: To comply with Policies 5.10 Urban greening, 5.11 Green roofs and development site environs, 5.12 Flood risk management, 5.13 Sustainable Drainage and 7.19 Biodiversity and access to nature conservation in the London Plan (2016), Policy 10 managing and reducing flood risk and Policy 12 Open space and environmental assets of the Core Strategy (June 2011), and DM Policy 24 Biodiversity, living roofs and artificial playing pitches of the Development Management Local Plan (November 2014).

17. External lighting

(a) Prior to commencement of any works above ground level, a scheme (including drawings) for any external lighting that is to be installed within the development, including measures to prevent light spillage, shall be submitted to and approved in writing by the local planning authority.

(b) Any such external lighting as approved under paragraph (a) of this condition shall be installed in accordance with the scheme approved under the said paragraph (a) and all directional hoods approved shall be permanently retained thereafter.

(c) The scheme submitted under paragraph (a) of this condition must demonstrate that the proposed lighting is the minimum needed for security and working purposes and that the proposals minimise pollution from glare and spillage.

Reason: In order that the local planning authority may be satisfied that the lighting is installed and maintained in a manner which will minimise possible light pollution to the night sky and neighbouring properties and to comply with DM Policy 27 Lighting of the Development Management Local Plan (November 2014).

18. Delivery and Servicing Plan
(a) The development shall not be first occupied until a Delivery and Servicing Plan has been submitted to and approved in writing by the local planning authority.
(b) The Delivery and Servicing Plan submitted under paragraph (a) of this condition shall include:
• Details of how access to the site by refuse vehicles will be managed; and
• Details of measures to rationalise the number and time of servicing trips to the development, with the aim of reducing the impact of servicing activity.

(c) The Delivery and Servicing Plan as approved under paragraph (a) of this condition shall be implemented in full accordance with the approved details from the date first occupation of the development and shall be complied with at all times thereafter.

Reason: In order to ensure satisfactory vehicle management and to comply with Policy 14 Sustainable movement and transport of the Core Strategy (June 2011).

19. Archaeological Investigation
(a) No development (other than demolition to existing ground level) shall take place until a programme of archaeological evaluation site work in accordance with a Written Scheme of Investigation which has first been submitted to and approved in writing by the local planning authority, in consultation with the Greater London Archaeological Advisory Service (GLAAS), has been implemented.
(b) Dependent upon the results presented under paragraph (a) of this condition, no development (other than demolition to existing ground level) shall take place until a programme of archaeological mitigation site work in accordance with a Written Scheme of Investigation, which has first been submitted to and approved in writing by the local planning authority, in consultation with the Greater London Archaeological Advisory Service (GLAAS), has been implemented.
(c) The site investigation and post-investigation assessment pursuant to paragraphs (a) and (b) of this condition shall be submitted to and approved in writing by the local planning authority, in consultation with the Greater London Archaeological Advisory Service (GLAAS), prior to first occupation of the development.

Reason: To comply with Policies 15 High quality design for Lewisham and 16 Conservation areas, heritage assets and the historic environment of the Core Strategy (June 2011) and Policy 7.8 of the London Plan (2016).

20. Accessibility Standards
(a) The detailed design for each dwelling hereby approved shall meet the required standard of the Approved Document M of the Building Regulations (2015) as specified below:

- (i) 19 units (as per Proposed Schedule of Accommodation) shall meet standard M4(3)(2)(a)
- (ii) 2 units (1 x two bed and 1 x 3bed) shall meet standard M4(3)(2)(b)
- (iii) All other units shall meet standard M4(2)

(b) No development of any Building shall commence above ground level until written confirmation from the appointed building control body has been submitted to and approved in writing by the local planning authority to demonstrate compliance with paragraph (a) of this condition in respect of such Building.

(c) The development shall be carried out in accordance with the requirements of paragraph (b) of this condition.

Reason: In order to ensure an adequate supply of accessible housing in the Borough in accordance with Policy 1 Housing provision, mix and affordability and Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 32 Housing design, layout and space standards of the Development Management Local Plan (November 2014).

21. **Satellite Dishes**
 Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking, re-enacting or modifying that Order), no satellite dishes shall be installed on the elevations or the roofs of the Buildings without the prior written consent of the local planning authority.

Reason: In order that the local planning authority may be satisfied with the details of the proposal and to accord with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

22. **Plumbing and Pipes**
 Notwithstanding the approved drawings, no additional plumbing or pipes shall be fixed on the front elevations of the Buildings without the prior written consent of the local planning authority.

Reason: In order to accord with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 30 Urban design and local character of the Development Management Local Plan (November 2014).

23. **Use of Flat Roofs**
 The use of the flat roofed Building(s) hereby approved shall be as set out in the application and no development or the formation of any door providing access to the roof shall be carried out, nor shall the roof area be used as a balcony, roof garden or similar amenity area.

Reason: In order to prevent any unacceptable loss of privacy to adjoining properties and the area generally and to comply with Policy 15 High Quality design for Lewisham of the Core Strategy (June 2011) DM Policy 32 Housing design, layout and space standards of the Development Management Local Plan (November 2014).

24. **Parking spaces**
 The whole of the car parking accommodation shown on drawing number 029_PL100 Rev L approved under condition 2 of this permission shall be provided and marked out on the ground prior to first occupation of any dwelling and shall thereafter be permanently retained and used solely by occupiers of the development and their visitors.

Reason: To ensure the permanent retention of the space(s) for parking purposes, to ensure that the use of the Building(s) does not increase on-street parking in the

The development shall only be carried out in accordance with the Flood Risk

28. Flood Risk

Reason: To ensure the delivery and long-term sustainability through appropriate site management of ecological enhancement on site to comply with Core Strategy Policy 12 Open space and environmental assets in the adopted Core Strategy (2011).

the local planning authority shall be implemented and complied with, unless otherwise first approved in writing by the local planning authority. The site-wide strategy and habitat management plan out details of monitoring arrangements shall be submitted to and approved in writing ecological enhancement and mitigation including a habitat management plan setting Prior to the commencement of works above ground level, a site-wide strategy for

27. Ecological Enhancement

Reason: To ensure that parking is managed so as to avoid congestion and obstruction of service & emergency vehicles and to comply with Policies 1 Housing provision, mix and affordability and 14 Sustainable movement and transport of the Core Strategy (June 2011), DM Policy 29 Car Parking of the Development Management Local Plan, (November 2014), and Table 6.2 of the London Plan (2016).

(b) The Parking Management Plan as approved under paragraph (a) of this condition shall be implemented as from the date of first occupation of the development and shall be complied with at all times thereafter.

(a) Prior to first occupation of the development, a Parking Management Plan containing measures to be employed to discourage informal car parking within the site shall be submitted to and approved in writing by the local planning authority.

26. Parking Management Plan

Reason: In order that the local planning authority may be satisfied with the provisions for recycling facilities and refuse storage in the interest of safeguarding the amenities of neighbouring occupiers and the area in general, in compliance with Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character and Core Strategy Policy 13 Addressing Lewisham waste management requirements (2011).

(c) The facilities as approved under paragraph (a) and (b) of this condition shall be provided in full prior to first occupation of the relevant Building and shall thereafter be permanently retained in accordance with the details approved under the said paragraphs (a) and (b).

(b) No development shall commence above ground level until details of all external refuse stores, including materials, have been submitted to and approved in writing by the local planning authority.

(a) The refuse and recycling facilities shall be provided in accordance with the details shown on plan no. 029_PL100 Rev L hereby approved.

25. Refuse

Reason: To ensure the delivery and long-term sustainability through appropriate site management of ecological enhancement on site to comply with Core Strategy Policy 12 Open space and environmental assets in the adopted Core Strategy (2011).

vicinity and to comply with Policies 1 Housing provision, mix and affordability and 14 Sustainable movement and transport of the Core Strategy (June 2011), DM Policy 29 Car Parking of the Development Management Local Plan, (November 2014), and Table 6.2 of the London Plan (2016).

Assessment (FRA) by Capita, dated November 2015 as approved under condition 2 of this permission.

Reason: To mitigate the risk of fluvial flooding in compliance with London Plan Policy 5.12 Flood risk management (2016) and Core Strategy Policy 10 Managing and reducing the risk of flooding (2011).

29. Details of Substation

No development shall commence above ground level until details (including elevations, materials and levels) of the new substation shown on plan no. 029_PL100 Rev L have been submitted to and approved in writing by the local planning authority.

Reason: To ensure that the local planning authority may be satisfied as to the external appearance of the Building(s) and to comply with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character.

30. Overheating

(a) The development shall be carried out in accordance with the glazing specifications set out in Section 9 of the Sample Overheating Report Thermal Comfort Limits by Whitecode Design Associates, dated 18th May 2016 as approved under condition 2 of this permission so as to meet CIBSE TM52 criteria in respect of overheating performance.

(b) The development shall not be first occupied until the mitigation measures approved pursuant to paragraph (a) of this condition have been implemented in their entirety. Thereafter, the mitigation measures shall be maintained in perpetuity in accordance with the details approved under the said paragraph (a).

Reason: To ensure that the dwellings hereby approved do not suffer from unacceptable levels of overheating during the summer months in compliance with Policy 5.9 of the London Plan (2016), Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 32 Housing design, layout and space standards of the Development Management Local Plan (November 2014).

31. Highways Works

(a) No development shall commence above ground level until details of the following works to the highway (including drawings and specifications) have been submitted to and approved in writing by the local planning authority:

(i) Reinstatement/improvement works to Frankham Street, Reginald Road, New Butt Lane and Hales Street to improve the pedestrian environment adjacent to the site.

(b) The development shall not be first occupied until the highways works referred to in paragraph (a) of this condition have been implemented in accordance with the details approved under the said paragraph (a).

Reason: In order to ensure that satisfactory means of access is provided, to ensure that the development does not prejudice the free flow of traffic or conditions of general safety along the neighbouring highway and to comply with Policy 14 Sustainable movement and transport of the Core Strategy (June 2011). This is a pre-

commencement condition because the local planning authority needs to be satisfied that the proposed and required Highways Works necessary to facilitate the development can be satisfactorily designed before development starts.

32. Public Realm/Communal Amenity Area details

- (a) No above ground works shall be carried out until detailed plans and specifications for the Public Access Areas and the Communal Amenity Areas, including both hard and soft landscaping, street furniture, play areas and equipment, lighting, drainage and proposed levels have been submitted to and approved in writing by the local planning authority. Such details shall be in general accordance with the drawing numbers P2006487(90)LP001Rev E, P2006487(94)LP001 Rev E approved under condition 2 of this permission.

- (b) The Public Access Areas and Communal Amenity Areas shall be constructed and completed in accordance with the details approved pursuant to paragraph (a) of this condition.

Reason: In order that the local planning authority may be satisfied as to the details of the proposal and to comply with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and DM Policy 25 Landscaping and trees, DM Policy 30 Urban design and local character and DM Policy 32 Housing Design, layout and space standards of the Development Management Local Plan (November 2014).

33. Ecological Mitigation

The development shall be carried out in accordance with the mitigation measures set out in Section 9 of the Bat Emergence Survey report (Green Shoots Ecology, 6th November 2015) unless varied by a European Protected Species (EPS) license issued by Natural England. Thereafter, the approved bat roost features shall be permanently maintained and retained in accordance with the approved details.

Reason: To ensure the appropriate conservation of bats in accordance with Core Strategy Policy 12 Open space and environmental assets in the adopted Core Strategy (2011).

34. Demolition and Reinstatement Works

No development shall commence (including demolition) until a method statement for demolition and reinstatement, relating to the former school buildings, has been submitted to and approved by the local planning authority. The scope of the method statement shall include but not be limited to:

- (i) demolition strategy;
- (ii) a schedule of all reclaimable elements and proposals for the storage and reuse of materials;
- (iii) rebuilding methodology, including pointing and mortar; and
- (iv) standards of workmanship.

Reason: To ensure that the works are carried out sensitively in the interest of the special character of the retained buildings, in accordance with DM Policy 37 Non designated heritage assets including locally listed buildings, areas of special local character and areas of archaeological interest.

35. Conservation details

Notwithstanding the details hereby approved, no development on the former school buildings shall commence until the following details have been submitted to and approved in writing by the local planning authority:

- (i) Details (elevations and sections at a scale of not less than 1:20) of the enlarged window openings on the northern and southern elevations of the main school building;
- (ii) Details of the relocation on site of, and new use for, the cast iron Victorian toilet block;
- (iii) Full materials and finishes specification for the works to the retained historic buildings; and
- (iv) Details (at a scale of not less than 1:20) of all new windows (including dormers) to the retained historic buildings.

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

Reason: In order that the local planning authority may be satisfied as to the detailed treatment of the proposal and to comply with Policy 15 High quality design for Lewisham of the Core Strategy (June 2011) and Development Management Local Plan (November 2014) DM Policy 30 Urban design and local character and DM Policy 37 Non designated heritage assets including locally listed buildings, areas of special local character and areas of archaeological interest.

36. Travel Plan

- (a) The development shall be carried out in accordance with the objectives, targets, monitoring procedures and action plan set out in the Residential Travel Plan (EAS, December 2015) approved under condition 2 of this permission from first occupation of any Building.
- (b) Within six months of first occupation of the development, evidence shall be submitted to demonstrate compliance with the approved monitoring and review mechanisms agreed under part (a).

Reason: In order that both the local planning authority may be satisfied as to the practicality, viability and sustainability of the Travel Plan for the site and to comply with Policy 14 Sustainable movement and transport of the Core Strategy (June 2011).

37. Solar Panels

- (a) Details of the proposed solar panels shall be submitted to and approved in writing by the local planning authority prior to the commencement of any above ground works.
- (b) The solar panels approved in accordance with (A) shall be installed in full prior to first occupation of the residential units hereby approved, and retained in perpetuity.

Reason: To comply with Policies 5.1 Climate change and mitigation, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 5.15 Water use and supplies in the London Plan 2016 and Core Strategy Policy 7 Climate change and adapting to the effects and Core Strategy Policy 8 Sustainable design and construction and energy efficiency (2011).

38. Fixed Plant

- (a) The rating level of the noise emitted from fixed plant on the site shall be 5dB below the existing background level at any time. The noise levels shall be determined at the façade of any noise sensitive property. The measurements and assessments shall be made according to BS4142:2014.

- (b) No development shall commence above ground level until details of a scheme complying with paragraph (a) of this condition have been submitted to and approved in writing by the local planning authority.
- (c) The development shall not be occupied until the scheme approved pursuant to paragraph (b) of this condition has been implemented in its entirety. Thereafter the scheme shall be maintained in perpetuity.
- Reason:** To safeguard the amenities of the new dwellings hereby approved and the area generally and to comply with DM Policy 26 Noise and vibration of the Development Management Local Plan (November 2014).

39. **Sound Insulation**
- (a) The building shall be designed so as to provide sound insulation against external noise and vibration, to achieve levels not exceeding 30dB LAeq (night) and 45dB LAmax (measured with F time weighting) for bedrooms, 35dB LAeq (day) for other habitable rooms, with window shut and other means of ventilation provided. External amenity areas shall be designed to achieve levels not exceeding 55 dB LAeq (day) and the evaluation of human exposure to vibration within the building shall not exceed the Vibration dose values criteria 'Low probability of adverse comment' as defined BS6472.
- (b) Development shall not commence until details of a sound insulation scheme complying with paragraph (a) of this condition have been submitted to an approved in writing by the local planning authority.
- (c) The development shall not be occupied until the sound insulation scheme approved pursuant to paragraph (b) has been implemented in its entirety. Thereafter, the sound insulation scheme shall be maintained in perpetuity in accordance with the approved details.
- Reason:** To safeguard the amenities of the occupiers of the proposed dwellings and to comply with DM Policy 26 Noise and vibration, DM Policy 31 Alterations and extensions to existing buildings including residential extensions and DM Policy 32 Housing design, layout and space standards of the Development Management Local Plan (November 2014).

I N F O R M A T I V E S

1. **Positive and Proactive Statement:** The Council engages with all applicants in a positive and proactive way through specific pre-application enquiries and the detailed advice available on the Council's website. On this particular application, positive discussions took place which resulted in further information being submitted.

2. As you are aware the approved development is liable to pay the Community Infrastructure Levy (CIL) which will be payable on commencement of the development. An 'assumption of liability form' must be completed and before development commences you must submit a 'CIL Commencement Notice form' to the council. You should note that any claims for relief, where they apply, must be submitted and determined prior to commencement of the development. Failure to follow the CIL payment process may result in penalties. More information on CIL is available at: - <http://www.lewisham.gov.uk/mysewices/planning/apply-for->

3. You are advised that all construction work should be undertaken in accordance with the "London Borough of Lewisham Code of Practice for Control of Pollution and Noise from Demolition and Construction Sites" available on the Lewisham web page.

4. The land contamination condition requirements apply to both whole site and phased developments. Where development is phased, no unit within a phase shall be occupied until a), b) and c) of the condition have been satisfied for that phase.

Applicants are advised to read 'Contaminated Land Guide for Developers' (London Borough's Publication 2003), on the Lewisham web page, before complying with the above condition. All of the above must be conducted in accordance with DEFRA and the Environment Agency's (EA) - Model Procedures for the Management of Land Contamination.

Applicants should also be aware of their responsibilities under Part 11A of the Environmental Protection Act 1990 to ensure that human health, controlled waters and ecological systems are protected from significant harm arising from contaminated land. Guidance therefore relating to their activities on site, should be obtained primarily by reference to DEFRA and EA publications.

5. The applicant be advised that the implementation of the proposal will require approval by the Council of a Street naming & Numbering application. Application forms are available on the Council's web site.

6. You are advised that this permission must not be construed as overriding any legal rights which the existing tenant of the property may have.

NO SIGNATURE - DRAFT - THIS IS NOT AN OFFICIAL DECISION NOTICE
DRAFT

Statement of Applicant's Rights arising from Grant of Planning Permission subject to conditions:-

Appeals to the Secretary of State

If you are aggrieved by the decision of the London Borough of Lewisham to grant planning 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.

Appeals must be made using a form which you can get from the Planning Inspectorate, Room 3/13, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN, Tel No. 0303 444 5000, Email: enquiries@pins.gsi.gov.uk or fill in a form online via <https://www.gov.uk/appeal-planning-decision>

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 Planning Inspectorate that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by the Planning Inspectorate.

Purchase Notices

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

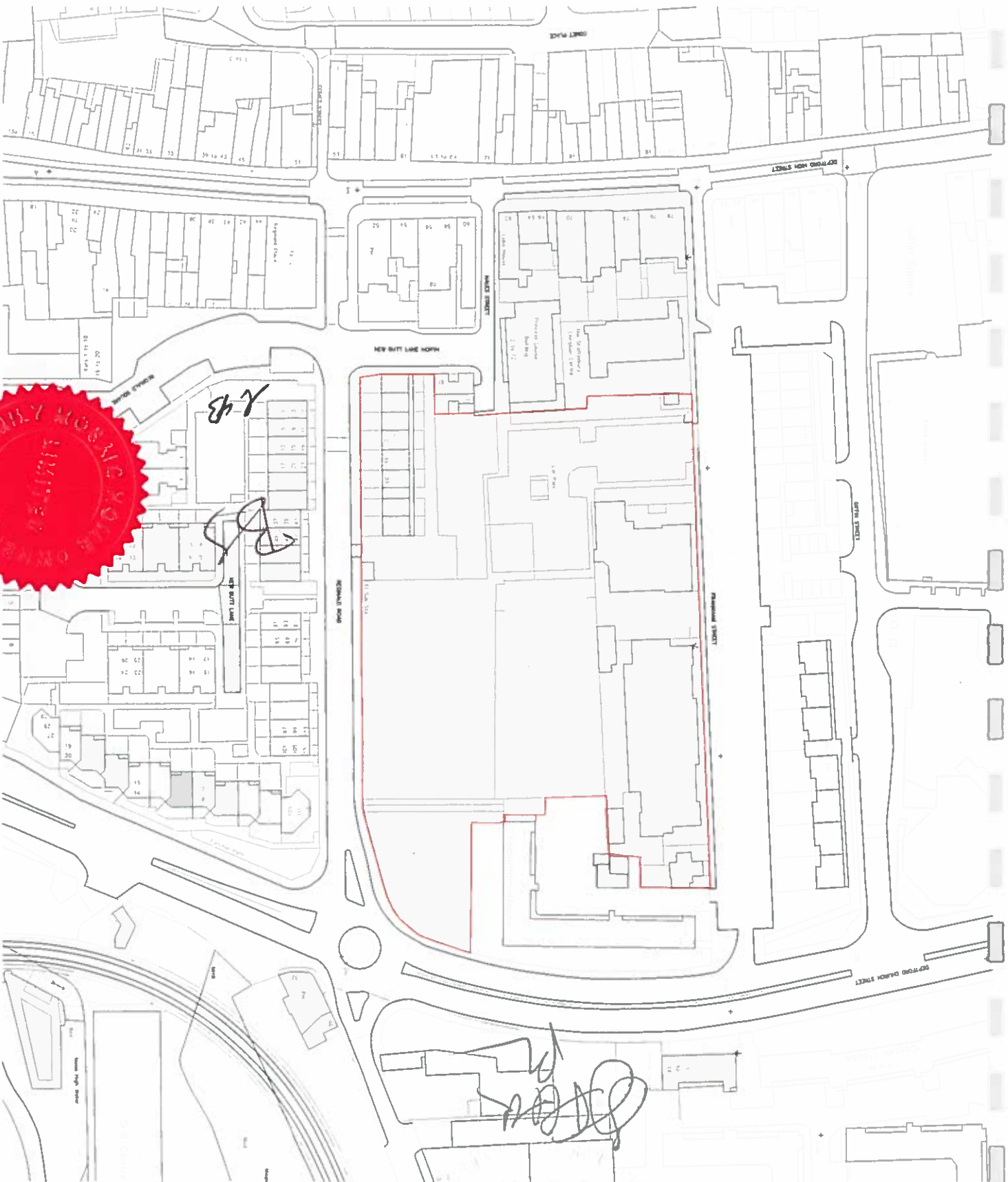
In these circumstances, the owner may serve a purchase notice on the London Borough of Lewisham. This notice will require the London Borough of Lewisham to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 Part VI of the Town and Country Planning Act 1990.

APPENDIX 2
Plan



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As shown on a preliminary plan, the applicant is required to provide a site plan showing the proposed building footprint and any other structures to be constructed on the site. The site plan shall also show the proposed parking spaces and any other features to be constructed on the site. The site plan shall be submitted to the Planning Department for review and approval.



PLANNING

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CERTIFIED TRUE AND CORRECT COPY
FOR BRADSHAW STREET
14029 98 ST 13000A1 Oct 13
Drawing Date: 10/13/08



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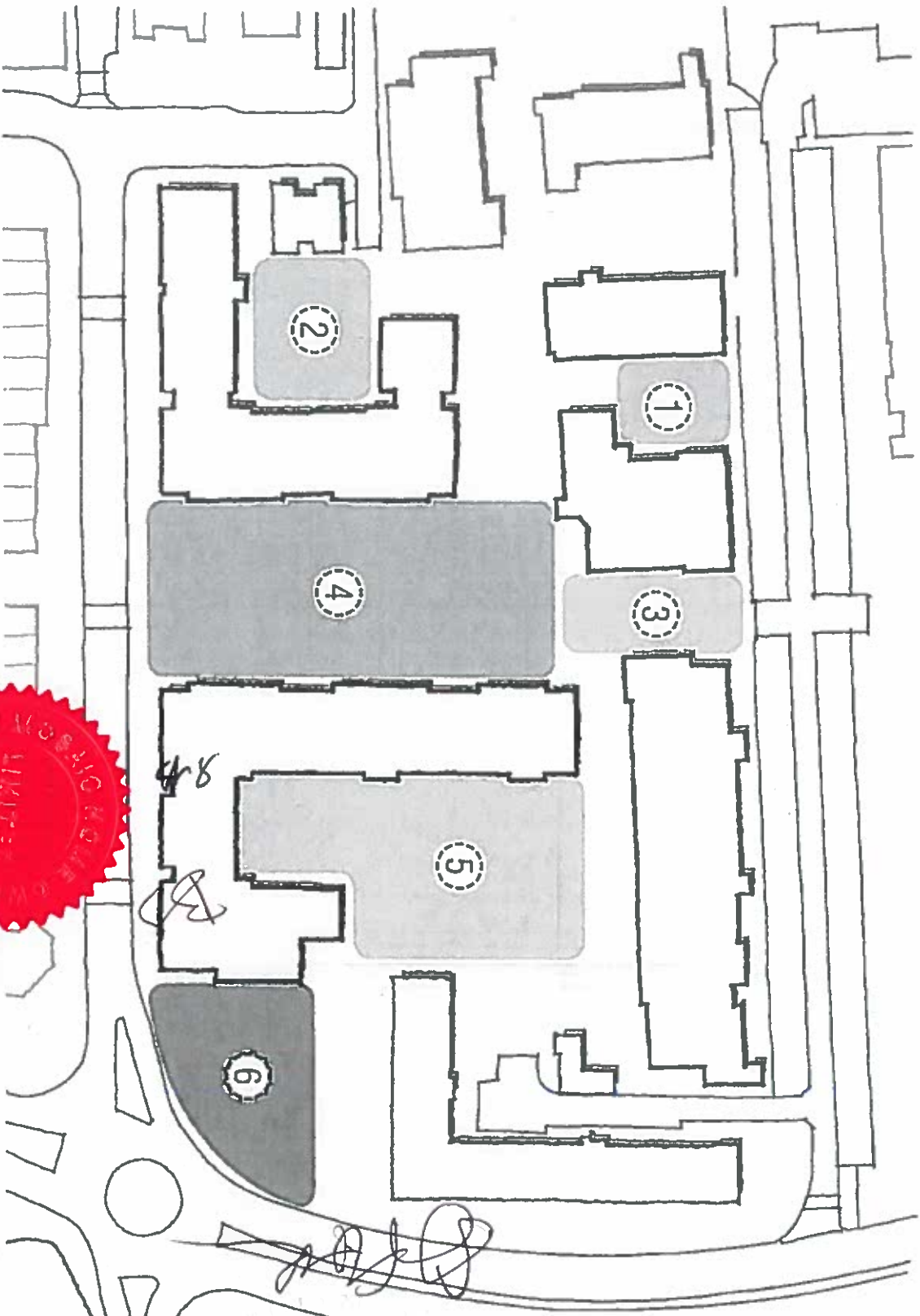
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Publicly Accessible Open Spaces Plan

APPENDIX 3



Overview of the alternative proposals



- ① North West communal garden
- ② South West communal garden
- ③ Frankham St green link
- ④ Cross St park
- ⑤ Communal play park
- ⑥ Reginald Rd pocket park

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APPENDIX 4

THE BUILDING LEASE CONFIRMATORY DEED

THIS DEED is made the _____ day of _____

BETWEEN

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM** of Town Hall, Catford, London SE6 4RU (the Council);

(2) **FAMILY MOSAIC HOME OWNERSHIP LIMITED** (Community Benefit Society No: IP26804R) ("the Developer") whose registered office address is Albion House 20 Queen Elizabeth Street London SE1 2RJ

WHEREAS

(1) On the [] day of [] the Council and the Developer entered into a Deed made under section 106 of the Town and Country Planning Act 1990 ("the Original Deed")

(2) On the _____ day of _____ the Council granted a building lease to the Developer

(3) This Deed is supplemental to the Original Deed and the definitions contained in the Original Deed apply to this Deed

(4) The Council entered into the Original Deed in order to make acceptable arrangements for the creation of planning obligations to secure:

- Affordable Housing
- The Financial Contributions
- Local Labour and Businesses

5. The Council and the Developer agree that the provisions of clauses 3 and 4 are subject to the detailed provisions of the Original Deed as if

Original Deed

4. The Council hereby confirms and agree to observe and perform the covenants obligations and stipulations on its part contained in the

imposed on it under the Original Deed

3. The Developer hereby covenants to comply with the obligations

1990 Act

2. The obligations created in clause 3 of this Deed and in the Original Deed constitute planning obligations for the purposes of Section 106 of the 1990 Act and the Council is the Authority entitled to enforce those planning obligations against the Developer under Section 106(9) of the

in trust for it

1. This Deed is entered into and completed pursuant to the provisions contained in Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers and shall be binding on the Land and enforceable against the Developer and any person deriving title from it and any persons claiming through under or

NOW THIS DEED WITNESSES as follows:

(6) It was agreed at Clause 6 in the Original Deed that the Developer would enter into this Building Lease Confirmatory Deed on becoming the leasehold owner of the Land

(5) At the time the Original Deed was entered into by the Council and the Developer the Council was the owner of the Land

- Car Club Provisions
- The Public Access Management Plan
- Payment of the Monitoring Contribution

set out (mutatis mutandis) herein including, for the avoidance of doubt and not by way of limitation, the provisions of clause 4.2 and paragraph 11 of Schedule 2 of the Original Deed.



APPENDIX 5

THE CONFIRMATORY DEED

THIS DEED is made the day of

BETWEEN

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of Town Hall, Catford, London SE6 4RU (the Council);

(2) FAMILY MOSAIC HOME OWNERSHIP LIMITED (Community Benefit Society No: IP26804R) ("the Developer") whose registered office address is Albion House 20 Queen Elizabeth Street London SE1 2RJ

WHEREAS

(1) On the [] day of [] the Council and the Developer entered into a Deed made under section 106 of the Town and Country Planning Act 1990 ("the Original Deed")

(2) On the day of the Council and the Developer entered into the Building Lease Confirmatory Deed

(3) This Deed is supplemental to the Original Deed and the Building Lease Confirmatory Deed and the definitions contained in the Original Deed apply to this Deed

(4) The Council entered into the Original Deed in order to make acceptable arrangements for the creation of planning obligations to secure:

- Affordable Housing
- The Financial Contributions
- Local Labour and Businesses
- Car Club Provisions

5. The Council and the Developer agree that the provisions of clauses 3

Original Deed

4. The Council hereby confirms and agree to observe and perform the covenants obligations and stipulations on its part contained in the

imposed on it under the Original Deed

3. The Developer hereby covenants to comply with the obligations

1990 Act

2. The obligations created in clause 3 of this Deed and in the Original Deed constitute planning obligations for the purposes of Section 106 of the 1990 Act and the Council is the Authority entitled to enforce those planning obligations against the Developer under Section 106(9) of the

in trust for it

1. This Deed is entered into and completed pursuant to the provisions contained in Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers and shall be binding on the Land and enforceable against the Developer and any person deriving title from it and any persons claiming through under or

NOW THIS DEED WITNESSES as follows:

(7) By a transfer dated the Council transferred the Land to the Developer

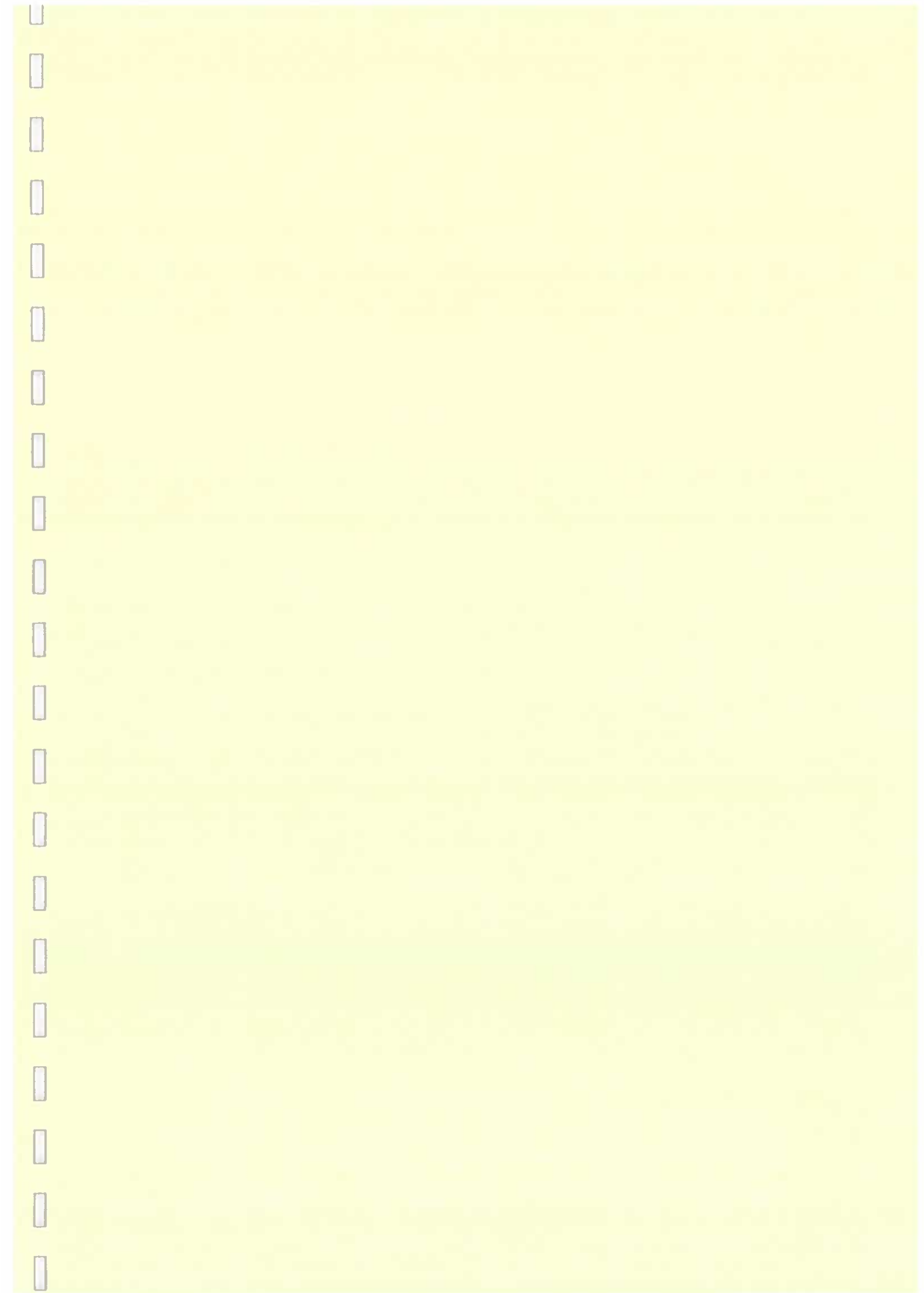
the Land

(6) It was agreed at Clause 6 in the Original Deed that the Developer would enter into this Confirmatory Deed on becoming the freehold owner of

(5) At the time the Original Deed was entered into by the Council and the Developer the Council was the owner of the Land

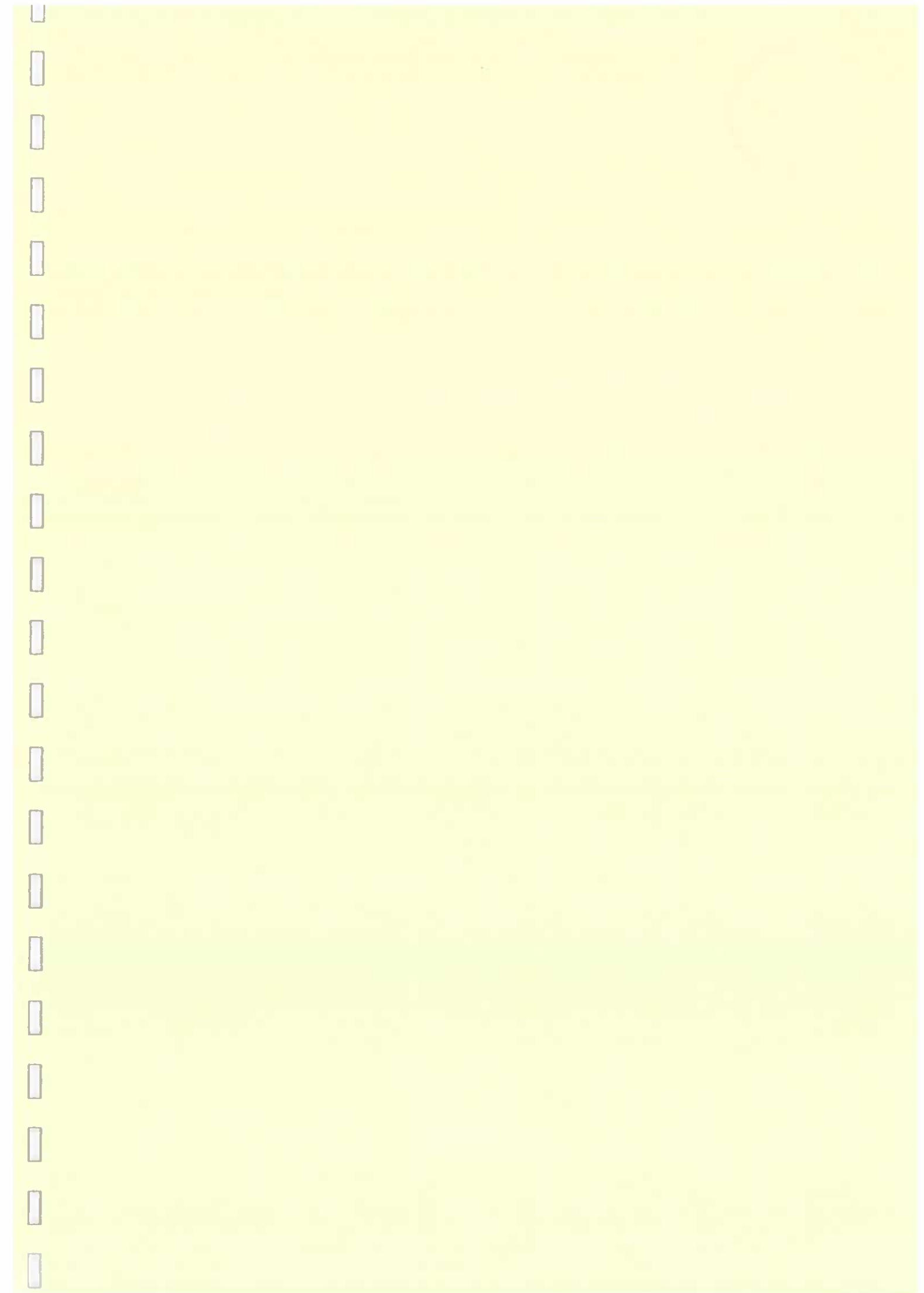
- The Public Access Management Plan
- Payment of the Monitoring Contribution

and 4 are subject to the detailed provisions of the Original Deed as if set out (mutatis mutandis) herein including, for the avoidance of doubt and not by way of limitation, the provisions of clause 4.2 and paragraph 11 of Schedule 2 of the Original Deed.



Phasing Plan

APPENDIX 6



3.5 Phasing and timescales

The scheme will be built in three phases, taking approximately four years. The eastern side of the site will be Phase 1, this allows residents from 2-30A Reginald Road to move once, into their new homes, ahead of the demolition of that block.

The school refurbishment is Phase 2, which will commence during construction of Phase 1. The final phase will be Phase 3, the western side of the site, which will then complete the routes and open spaces of the final design.

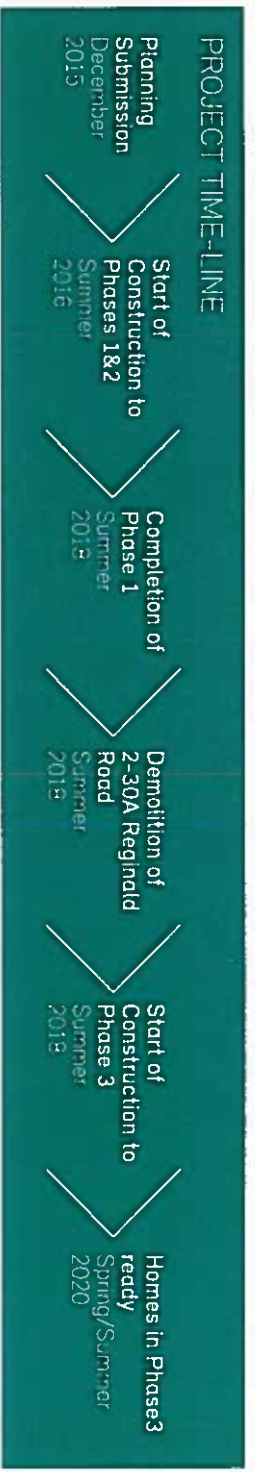
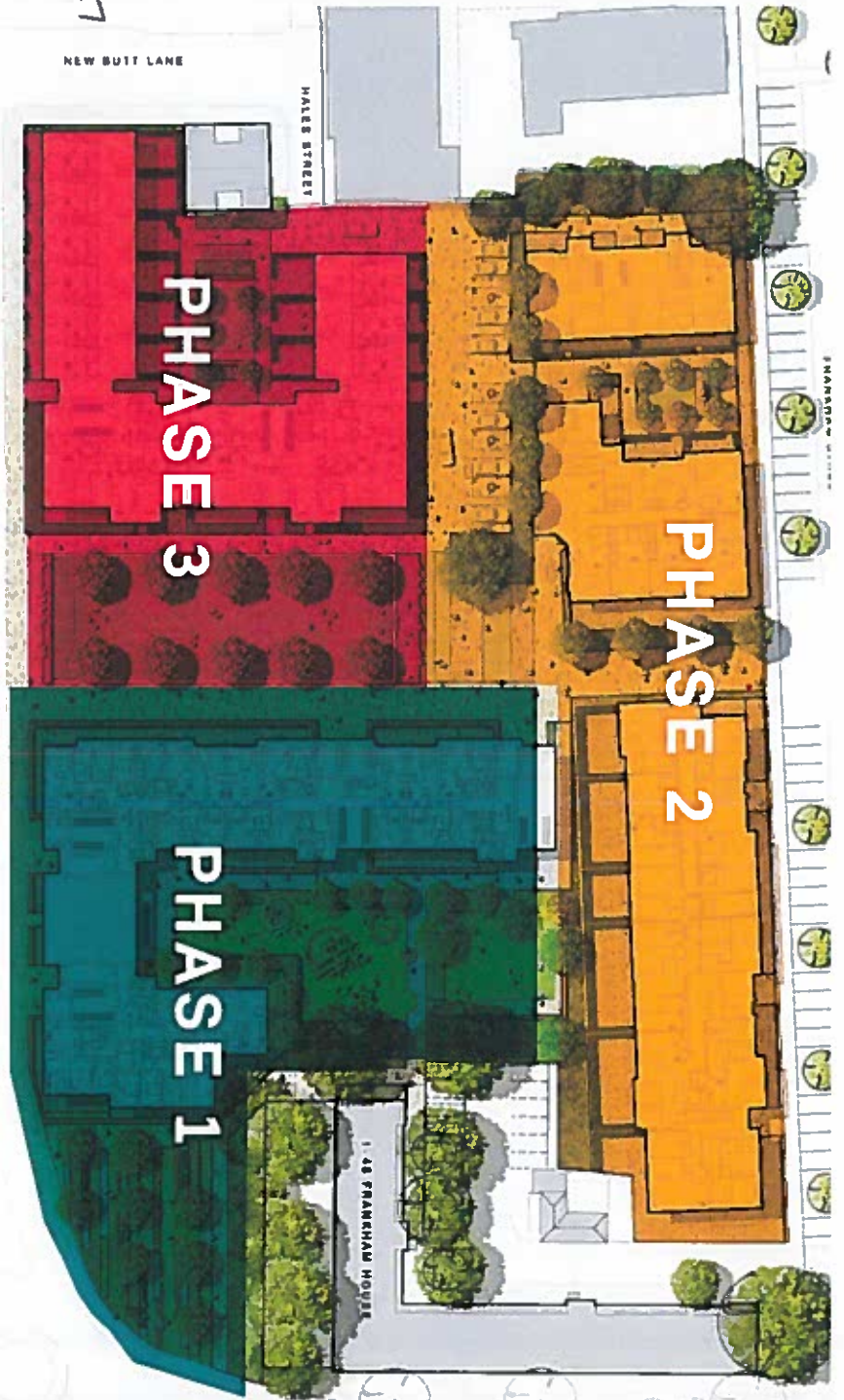
Mudalley Construction will manage the phasing of the construction, and disruption to the other areas of the site will be minimised through planning of routes, and delivery areas.

The anticipated programme for the construction work is from summer 2016, through to summer of 2019. The time-line shows key events of the project.

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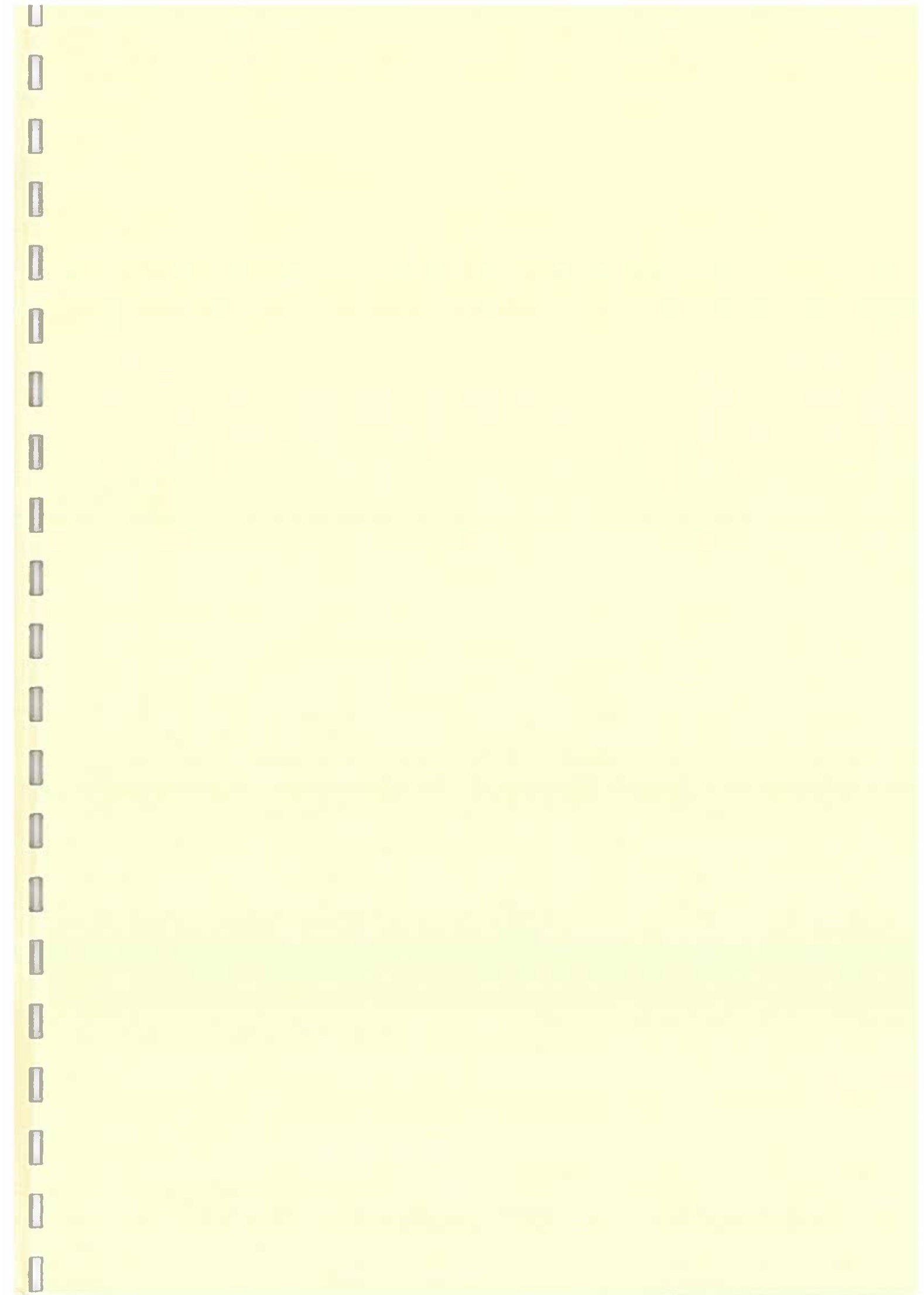
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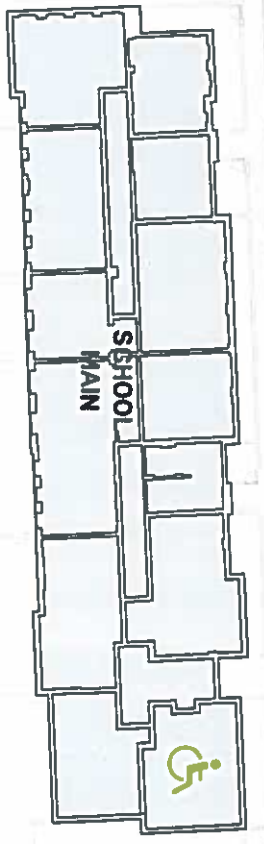
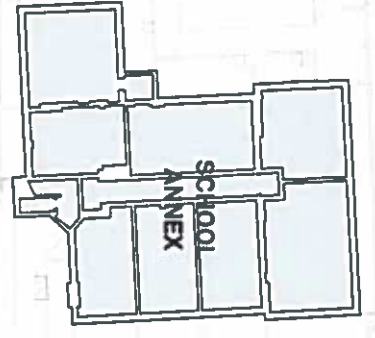
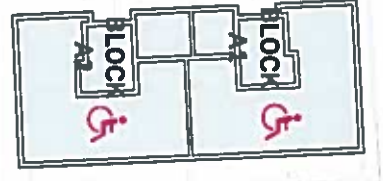
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Affordable rent wheelchair units

APPENDIX 7





Office

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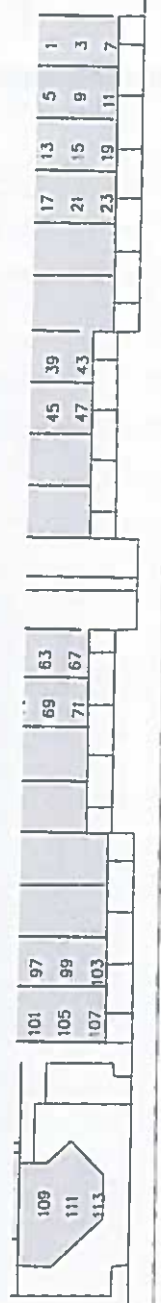


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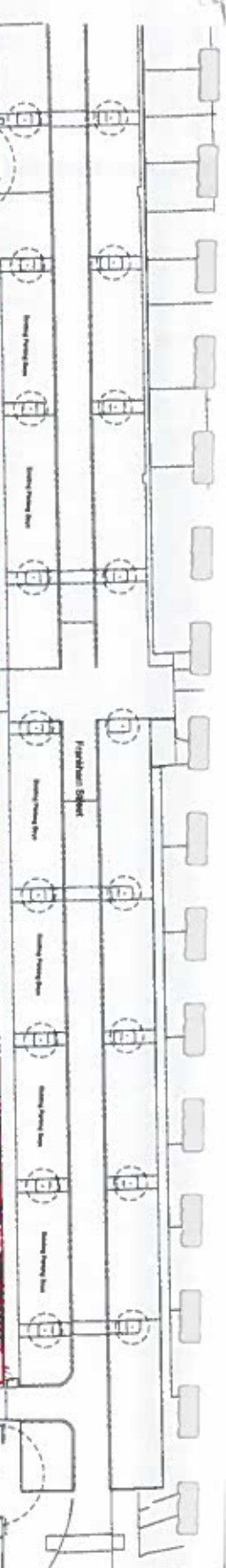
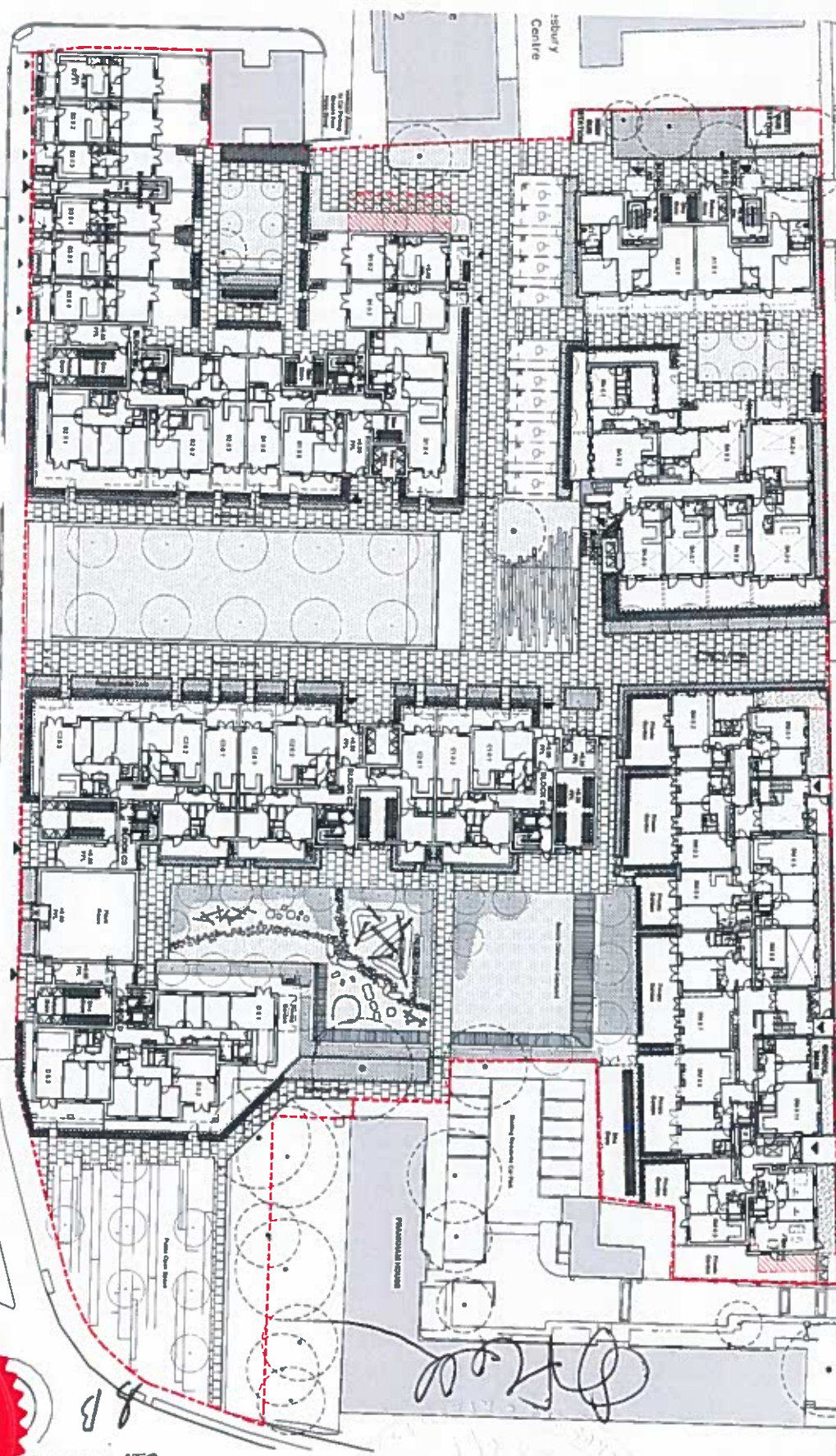
Drawing Number 029_PL_100 Rev L

APPENDIX 8





Repsold Road



Labour Centre



4818549



Technical notes and specifications for the drawing.

PLANNING
Pollard
Thomas
Edwards
020 741 100

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

RECEIVED
JAN 10 1964

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100-100000

RECEIVED
JAN 10 1964



Handwritten signature

Authorised Signatory

Authorised Signatory

THE COMMON SEAL OF FAMILY
(MOSAIC HOME OWNERSHIP LIMITED)
was herunto affixed to this Deed in
the presence of:

Head of Law

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THE COMMON SEAL OF THE MAYOR
) AND BURGESSES OF THE LONDON
) BOROUGH OF LEWISHAM was herunto
) affixed in the presence of:-
)

IN WITNESS whereof the Parties hereto have herunto set their hands and
seals the day and year first before written

