

DATED

10TH MARCH

2023

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM ON BEHALF OF STRATEGIC REGENERATION
 - (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM ON BEHALF OF THE LOCAL PLANNING AUTHORITY
-

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING
Pursuant to Section 106 of the Town and Country Planning Act 1990 and other powers in relation to land located at:

Development Site East Vincent Street Canning Town London

**London Borough of Newham
OneSource Legal Services
Newham Dockside
1000 Dockside Road
London E16 2QU**

Ref: NEW032103

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

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GIVEN BY:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM ON BEHALF OF STRATEGIC REGENERATION** of Newham Town Hall, East Ham, London, E6 2RP ("Owner");

In favour of:

- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM ON BEHALF OF THE LOCAL PLANNING AUTHORITY** of Newham Town Hall, East Ham, London, E6 2RP ("Council")

WHEREAS:

- (A) The Council is the local planning authority for the area in which the Site is situated and by whom the obligations restrictions stipulations and covenants contained in this Deed are given to and are enforceable by.
- (B) The Owner is the freehold owner of the Site which is registered at the Land Registry with title absolute under title number(s) EGL45294, EGL45624 and NGL118592 (the Title Numbers) and warrants that subject to the entries disclosed is otherwise free of encumbrances.
- (C) This Deed is being entered into by the parties in order to secure the planning obligations in accordance with section 106 of the 1990 Act and other powers.
- (D) The Owner enters into this Deed solely as landowner in order to bind the Site and provide covenants to the Council as local planning authority.
- (E) The Owner submitted the Application which the Council's Strategic Development Committee resolved to approve on 14 February 2023 subject to conditions and the satisfactory completion of this Deed.
- (F) The parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such are enforceable by the Council.

NOW THIS DEED WITNESSES as follows:

1. Definitions

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

"Affordable Housing Units"	means the 147 (one hundred and forty seven) Residential Units to be constructed on the Site pursuant to the Planning Permission to be provided as Affordable Housing in accordance with the Agreed Mix and "Units" shall be construed accordingly
"Affordable Housing"	means affordable housing for which the asking price or rent is lower than the prevailing market prices for similar residential units provided to Eligible Renters whose needs are not met by the market in accordance with the existing or any future amended definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) and seeks to ensure its availability in perpetuity subject to the terms of this Deed
"Agreed Mix"	means the type, number and size of Affordable Housing Units as set out in Schedule 4 Part 7 or such alternative mix as may be agreed in writing by the Council
"All Items Retail Prices Index"	means the index of retail prices published by the Office for National Statistics or any successor ministry or department
"Application"	means the planning application (reference number 22/02615/LA3) received by the Council seeking full planning permission to carry out the Development upon the Site

<p>“Apprenticeship”</p>	<p>means anyone on an apprenticeship scheme of at least 6 months in length, with a written contract to that effect. They must be earning a wage and working alongside experienced staff to gain job specific skills and attending college or an education and training provider. All Apprentices must be new staff recruited by the company within the last 6 months (i.e. not long-term staff who convert to Apprenticeship role). All Apprentices are to be paid at least the national minimum wage for 18 – 20 year olds and increasing according to their age. National Apprenticeship rates (currently £3.70) are NOT acceptable. National pay rates are described at: http://www.acas.org.uk/index.aspx?articleid=1902 (or if this link no longer operates such alternative link to national pay rates as the Owner can reasonably identify)</p> <p>and “Apprentice” shall be construed accordingly</p>
<p>“BCIS General Build Cost Index”</p>	<p>means the building cost information service general build cost index published by the Royal Institution of Chartered Surveyors from time to time</p>
<p>“BCIS Indexed”</p>	<p>means any adjustment of the calculation of the payment of any sum payable under this Deed stated to be subject to BCIS Indexation by applying the following formula:</p> <p>A x B/C = D where:</p> <p>A = the sum specified in this Deed in pounds sterling;</p> <p>B = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date described in clause 14.1;</p>

	<p>C = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date of this Deed; and</p> <p>D = the recalculated sum in pounds sterling applying under this Deed</p> <p>PROVIDED THAT if the BCIS General Build Cost Index becomes no longer maintained by the Royal Institution of Chartered Surveyors the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council</p> <p>and "BCIS Indexation" shall be construed accordingly</p>
"Biodiversity Net Gain Contribution"	means the sum of One Hundred and Sixty Seven Thousand Six Hundred and Twenty Five Pounds being (£167,625) plus RPI Indexation to be paid by the Owner to the Council in accordance with Part 1 of Schedule 4 of this Deed that will be used by the Council to achieve 10% biodiversity net gain
"Buildings"	means any building to be constructed pursuant to the Planning Permission as described in the Development
"Bus Services Contribution"	means the sum of Two Hundred and Twenty Three Thousand and Five Hundred Pounds being (£223,500) plus BCIS Indexation to be paid by the Owner to the Council in accordance with Part 1 of Schedule 4 of this Deed that will be transferred to Transport for London (or such replacement body that is responsible for the bus services in the vicinity of the Development) by the Council on

	written request from Transport for London. The Bus Services Contribution is to be used by Transport for London for the provision of future bus services in the vicinity of the Development and/or towards improvements to Canning Town Station
“Canning Town Estate Regeneration Area”	means the area identified by the Council in the Canning Town and Custom House Regeneration Programme described at https://www.newham.gov.uk/regeneration-1/regeneration-project-canning-town-custom-house/9
“Carbon Offset Contribution”	means the sum of One Hundred and One Thousand, Nine Hundred and Fifty Five Pounds being (£101,955) plus RPI Indexation to be paid by the Owner to the Council in accordance with Part 1 of Schedule 4 of this Deed that will be used by the Council to offset the carbon emissions associated with the Development
“Car Club”	a company that provides short-term car rental services that allows its members to drive locally parked cars, and pay for this service by the minute, hour or day to allow for occasional car travel
“Car Free Monitoring Fee”	means the sum of Two Thousand Pounds (£2,000) plus RPI Indexation to be paid by the Owner to the Council in accordance with Schedule 4 Part 1 of this Deed that will be used by the Council towards the costs of monitoring and management of permits within the Controlled Parking Zone
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010, as amended

“Controlled Parking Zone”	means the restricted parking zone/s that restricts parking to Occupiers only within the vicinity of the Site
“Deed”	means this deed of undertaking
“Development”	<p>means the following:</p> <p>A residential-led redevelopment comprising the erection of five buildings ranging from 3-9 storeys, plus a podium level, for the provision of 147 residential units and 191sqm (GIA) non-residential floor space (Use Class E (a, b, c, d, g) / F1 / F2), installation of plant, public realm, car parking, landscaping and highway works and other associated works</p>
“Director”	means the Director of Planning and Development at the Council or any other officer properly exercising the authority of that person for the time being
“Education Contribution”	means the sum of three hundred and seventy six thousand three hundred and seventy five pounds and ninety four pence (£376,375.94) plus RPI Indexation to be paid by the Owner to the Council in accordance with Schedule 4 Part 1 of this Deed that will be used by the Council towards the provision of education in the London Borough of Newham
“Eligible Renter”	<p>means an existing private or social tenant or tenants renting EITHER</p> <p>(i) within the administrative area of the Council or persons for the time being registered on the Council’s maintained housing register; or</p>

	(ii) without sufficient combined current savings to purchase a home in their local area and whose household income at the date of renting the relevant London Affordable Rented Housing Unit does not exceed any maximum limit specified in the London Plan Annual Monitoring Report and who meets the other criteria (if any) specified in the London Plan Annual Monitoring Report
“Employment Skills Contribution”	Means the sum of fifteen thousand pounds (£15,000) plus RPI Indexation to be paid by the Owner to the Council in accordance with Schedule 4 Part 1 of this Deed that will be used towards the provision of employment skills in the vicinity of the Site
“Highway Works”	means including but not limited to: <ul style="list-style-type: none"> • two new road connections to Vincent Street; • modification to McDowell Close entry junction; • a new road (that is not to become highway maintainable at the public's expense) between Vincent Street and Fords Park Road running west bound (north side of proposed development) parallel to Vincent Street and southbound (west side of proposed development) parallel to Fords Park Road; • changes to the existing highways arrangements on Vincent Street and Fords Park Road bounding the proposed development on the south and east sides respectively including but not limited to parking and waiting/loading arrangements, disabled bay and car club bay, kerb

	<p>realignment, pedestrian crossing points, servicing layby;</p> <ul style="list-style-type: none"> • the stopping up of the Trinity Street access junction; <p>which are to be carried out by or on behalf of the Owner at the Owner's own cost as part of the Development.</p>
"Highways Agreement"	means an agreement or agreements to be entered into pursuant to Schedule 4 Part 4 made pursuant to sections 38 and/or 278 of the Highways Act 1980 and section 111 of the Local Government Act 1972 in respect of the Highway Works
"Interest"	means the rate of interest being 4% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis
"Implementation Notice"	means the written notice given by the Owner to the Council giving 5 (five) Working Days advance notice that Implementation of Development is about to take place and specifying the date of intended Implementation of Development in the form attached at Schedule 3
"Implementation of Development"	means the carrying out and commencement of a material operation in relation to the Development as defined in Section 56 of the Act PROVIDED THAT; <ul style="list-style-type: none"> • works of demolition; • site clearance; • ground investigation; • archaeological investigation; • construction of boundary fencing or hoardings; • noise attenuation works;

	<ul style="list-style-type: none"> • construction of temporary highways accesses; • laying and diversion of services for utilities; • decontamination and remediation works; and • display of advertisements <p>shall not be taken to be a material operation for the purposes of this Deed and section 56 of the 1990 Act and “Implementation” and “Implement” and “Implemented” shall be construed accordingly</p>
“Legal Fee”	means the sum of six thousand pounds (£6,000) incurred in connection with the negotiation, preparation and completion of this Deed and to be paid by the Owner to the Council in accordance with Clause 12 of this Deed
“Local Jobs Contribution”	means the sum of twelve thousand six hundred and fifty two thousand pounds (£12,652) plus RPI Indexation to be paid by the Owner to the Council in accordance with Schedule 4 Part 1 of this Deed that will be used towards ensuring that 50% of end user jobs in the non-residential part of the Development are awarded to residents of the London Borough of Newham
“Local Residents”	means those residents that are resident in Newham postcodes E6, E7, E12, E13, E15 E16 and E20
“London Affordable Rented Housing Units”	means the one hundred and forty seven (147) Affordable Housing Units (being 100% of the Residential Units comprising the Development) to be made available for London Affordable Rented Housing in accordance with Schedule 4 Part 6 of

	<p>this Deed which are to be delivered and occupied as London Affordable Rented Housing</p>
<p>“London Affordable Rented Housing”</p>	<p>means rented housing provided by an Affordable Housing Provider that has the same characteristics as social rented housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to Eligible Renters in accordance with Part VI of the Housing Act 1996 at a rent that is at the time of the letting (excluding Service Charges) no higher than the benchmark London affordable rents applying at the time of the letting as published by the GLA annually in accordance with the Mayor's Funding Guidance or in the event that such benchmark rents are no longer published such other rental caps as may be agreed between the Council and the relevant Registered Provider</p>
<p>“London Living Wage”</p>	<p>means a basic hourly wage as updated from time to time by the Resolution Foundation or any relevant replacement organisation.</p>
<p>“Monitoring Fee”</p>	<p>means the sum of fifteen thousand pounds (£15,000) plus RPI Indexation to be paid by the Owner to the Council in accordance with Clause 12 of this Deed that will be used by the Council to monitor the obligations and covenants in this Deed</p>
<p>“Newham Nominations Agreement”</p>	<p>means a form of agreement which will set out terms agreed between the Parties based on the Council's up-to-date nominations cascade arrangements for units being let as Affordable Housing (that are not funded by the Greater London Authority (GLA) whereby 100% of first lets are to be provided to nominees of the London Borough of Newham and 100% of all subsequent</p>

	lets shall be provided to nominees of the London Borough of Newham
“Newham Education Business Partnership”	Means an organisation which links education institutions, businesses and the wider community with the aim to develop business links and support the development of work-related learning and enterprise skills in young people.
“Notification of Payment Form”	means the form appended at Schedule 3 with notification of any relevant Payment Date to be completed by the Owner and returned to the Council in accordance with Clause 11.7 of this Deed
“Occupation”	means occupation for any use for which the relevant part of the Development was designed other than occupation for the purpose of construction, fitting out, security, marketing or repair and “Occupy” or “Occupiers” or “Occupied” shall be construed accordingly.
“Our Newham Work”	means Newham’s partnership one-stop shop (formally known as Our Newham Workplace) for jobs and enterprise, bringing together the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers. This includes job search support for local residents (employed and unemployed), access to training provision for jobseekers and business support services as well as supporting local firms’ recruitment needs
“Parking Permit”	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay

	in a Controlled Parking Zone and "Parking Permits" shall be construed accordingly
"Part 1 Certificate"	means the certificate that is issued by the Council's highways department pursuant to the Highways Agreement confirming that the Highway Works have been completed and that the maintenance period under that Highways Agreement has begun (and which may or may not be defined as the 'Part 1 Certificate' in the Highways Agreement)
"Parties"	means the parties to this Deed
"Plan 1"	means the plan at Schedule 1
"Planning Permission"	means the planning permission to be granted pursuant to the Application
"Practical Completion"	means in relation to any construction works forming part of the Development or any works required pursuant to this Deed completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to building works can be issued under industry standard construction contracts for such works and the terms "Practically Complete", "Practically Completed", "Complete" and "Completed" and cognate expressions will be interpreted in accordance with this definition and Occupation of any Building shall be determinative of Practical Completion of such Building
"Reasonable Endeavours"	means that the party responsible for the performance must exert itself to take all those reasonable steps which a prudent and determined person acting in their own interests and anxious to achieve the desired objective would take and for

	<p>the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitment pursuant to this Deed; and has utilised such methods as are likely to achieve the desired result and recognising that such performance is of material importance that the result is achieved</p>
<p>“Registered Provider”</p>	<p>means the London Borough of Newham Housing Services or such other body which is registered as a provider of social housing (pursuant to Section 111 of the Housing and Regeneration Act 2008) with the Homes England or any statutory predecessor or successor thereof</p>
<p>“Residential Units”</p>	<p>means the one hundred and forty seven (147) units of residential accommodation (use class C3) to be provided as part of the Development comprising Affordable Housing Units and “Unit” and “Residential Unit” will be construed accordingly</p>
<p>“Residents’ Charter”</p>	<p>means the Canning Town and Custom House Regeneration Programme Residents’ Charter approved by London Borough of Newham Mayor and Cabinet in November 2011 (as amended from time to time)</p>
<p>“Returning Resident”</p>	<p>means a person who was in occupation of a dwelling as their primary residence within the Canning Town Estate Regeneration Area or who was decanted for regeneration purposes in accordance with the Residents’ Charter and housing offer prior to the grant of the Planning Permission (and where a Returning Resident is part of a family or group of persons living as family then the family or group living as a family</p>

	shall be considered to be a single Returning Resident)
"RPI Indexed"	<p>means any adjustment of the calculation of the payment of any sum payable under this Deed stated to be subject to RPI Indexation by applying the following formula:</p> <p>A x B/C = D where:</p> <p>A = the sum specified in this Deed in pounds sterling;</p> <p>B = the figures shown in the All Items Retail Prices Index for the period immediately prior to the date described in clause 14.1;</p> <p>C = the figure shown in the All Items Retail Prices Index for the period immediately prior to the date of this Deed; and</p> <p>D = the recalculated sum in pounds sterling applying under this Deed</p> <p>PROVIDED THAT if the All Items Retail Prices Index becomes no longer maintained by the Office for National Statistics the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council</p> <p>and "RPI Indexation" shall be construed accordingly</p>
"Service Charges"	means all amounts payable by a tenant of the relevant London Affordable Rented Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance,

	improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit
"Site"	means all that land at Development Site East Vincent Street Canning Town London being part of the land registered under the Title Numbers and which is shown for identification purposes only edged red on Plan 1
"Specified Date"	means any date specified or discernible under this Deed as the date upon which any obligation arising under this Deed is required to be performed, and for clarity in respect of any obligation to pay money is the date upon or by which such payment falls due
"the 1990 Act"	means the Town and Country Planning Act 1990, as amended
"Travel Plan Monitoring Fee"	Means the sum of Ten Thousand Five Hundred and Thirty Pounds (£10,530) plus RPI Indexation to be paid by the Owner to the Council in accordance with Part 1 of Schedule 4 of this Deed that will be used by the Council for the purpose of monitoring and review (as described in paragraph 1.2 of Schedule 4 Part 5) of the Travel Plan associated with the Development
"Travel Plan"	means the travel plan(s) for operational phase of the Development to be submitted by the Owner for the approval by the Council pursuant to the planning conditions attached to the Planning Permission
"Working Days"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory

	bank holiday and "working days" shall be construed accordingly
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2. Interpretation

2.1 In this Deed:

- 2.1.1 references to clauses, schedules, paragraphs, plans, drawings are unless otherwise stated references to clauses and schedules to this Deed and headings to clauses of this Deed do not affect the interpretation or construction of this Deed;
- 2.1.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 2.1.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 2.1.4 references to the Owner or such party shall include the successor in title of that party and covenants restrictions obligations and liabilities of an Owner comprising more than one person are joint and several;
- 2.1.5 references to the Council shall include any successor to its function as local planning authority, highway, housing authority for the area within which the Site is located;
- 2.1.6 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- 2.1.7 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by, the Owner or the Council under the terms of this Deed that agreement, approval, consent, confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 2.1.8 in the absence of any contrary provision references to statutes, bye-laws, regulations, order or, delegated legislation as is issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans regulations for the time being made issued or given or made pursuant to the same power or deriving validity from that power;

2.1.9 the word 'including' shall mean 'including without limitation or prejudice to the generality of' any description defining term or phrase preceding that word and the word 'include' and its derivatives shall be construed accordingly;

2.1.10 the planning obligations herein shall, subject to any provisions to the contrary set out below be enforceable by the Council against the Parties and their respective successors and assigns as if those persons had been the original covenanting party in the respect of that interest for the time being held by them; and

2.1.11 where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several.

3. Statutory Authority

3.1 This unilateral undertaken is made by Deed pursuant to:

3.1.1 Section 106 of the 1990 Act;

3.1.2 Section 111 of the Local Government Act 1972;

3.1.3 Section 1 of the Localism Act 2011;

3.1.4 Section 16 Greater London Council (General Powers) Act 1974;

3.1.5 Section 278 and Section 38 of the Highways Act 1980;

and all other enabling powers with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site and shall be enforceable as such by the Council.

3.2 The planning obligations within this Deed are compliant with regulation 122 of the CIL Regulations. For the avoidance of doubt; any obligation that is payable under both this Deed and the CIL Regulations is payable first to the Council pursuant to the CIL Regulations and any duty under this Deed is discharged.

4 Statutory Powers

4.1 This Deed does not fetter the statutory rights, powers and duties of the Council.

5 Conditionality

5.1 The Owner's obligations in this Deed are conditional upon:

- (a) The grant of the Planning Permission; and
- (b) Implementation.

save for this clause and Clauses 1 – 5 and 7 – 18 which shall take effect on the date hereof

6 The Owner's Obligations

- 6.1 The Owner covenants to the Council to perform and observe those obligations set out in Schedule 4 and elsewhere in this Deed that require performance or observance prior to Implementation.
- 6.2 The Owner warrants that it has full power to enter into this Deed and that there is no person (other than the parties to this Deed) having a charge or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

7 Council's Discretion and Obligations

- 7.1 This Deed is made as a unilateral undertaking and for the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the proposed Development of the Site and any other subject matter of this Deed.
- 7.2 The payment of the Bus Services Contribution is made on the understanding that the Council will return to the Owner the Bus Services Contribution or such part of the Bus Services Contribution (together with RPI indexation) that has not been transferred to Transport for London within five years of the date the Bus Services Contribution is paid to the Council in accordance with Schedule 4 Part 1.

8 Liability and Enforcement

- 8.1 The cessation of this Deed shall not affect the liability of any party for any earlier breach.
- 8.2 Without prejudice to the Council's statutory rights of access of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable notice

to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

9 Registration and Discharge

- 9.1 The Owner acknowledges that this Deed shall be registrable as a local land charge by the Council.
- 9.2 The Owner agrees to register the terms of this Deed against the interests set out in Recital (B) the Site's title at the Land Registry within 30 Working Days of the date of completion of this Deed.

10 Lapse, revocation or quashing of the planning permission

- 10.1 If the Planning Permission expires within the meaning of section 91, 92, or 93 of the Act, or is revoked or otherwise withdrawn or modified by a statutory procedure or is quashed by a court without the consent of the Owner, this Deed shall cease to have effect (save in respect of any breach prior to revocation) and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.
- 10.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.
- 10.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

11 Notices

- 11.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post or by email.
- 11.2 The address for service of any such notice, consent or approval shall be in the case of service upon the:
- (a) **Council:** be upon the Director of Planning and Development

(Planning Reference 22/02615/LA3), London Borough of Newham, Newham Dockside, First Floor West Wing, Dockside Road, London E16 2QU and by email to Planning.Obligations@newham.gov.uk

- (b) **Owner:** be upon the Director of Community Wealth Building
London Borough of Newham, Newham Dockside, First Floor West Wing,
Dockside Road, London E16 2QU and by email to;
regeneration@newham.gov.uk

or such other address for service or method of services as shall have been previously notified by the Parties to each other.

11.3 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:

- (a) if personally delivered, at the time of delivery and if posted by recorded delivery at the time when it would be received in the ordinary course of business;
- (b) to prove such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope; and
- (c) if by email, by notification of a delivery receipt for such email to the correct email address as previously notified between the Parties.

11.4 Any notice served pursuant to this Deed, shall cite the number and the clause of the Deed to which it relates and in case of the notice to the Council the planning reference number for the Development.

11.5 In the event any notice required to be served under or pursuant to this Deed has not been received by the Council, the Parties agree that the Council shall determine and set such date for such activity to which any notice relates as it reasonably believes should be the date of such activity and references to Specified Date shall be construed accordingly and the Council may serve notice on the Owner to this effect.

11.6 The Owner shall serve notice on the Council of the following events:

- (a) Implementation of Development by way of the Implementation Notice;
- (b) Practical Completion of the Development; and
- (c) Occupation of the first Building.

11.7 The Owner shall complete and serve a Notification of Payment Form on the Council at least 5 Working Days before it intends to make any payment pursuant to this Deed.

12 Fees

12.1 The Owner shall pay to the Council on or before completion of this Deed

- (a) the Legal Fee;
- (b) the monitoring fees and contributions described as payable on completion of this Deed in Schedule 4 Part 1
- (c) any other reasonable professional costs including the cost of legal advice, valuation and consultancy, and any costs incurred in preparation of or review of development appraisals and any disbursement properly incurred or required in the negotiation of this Deed including any VAT.

13 VAT

13.1 All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of VAT properly payable in respect thereof PROVIDED if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

14 Indexation and Interest on Contributions

14.1 The contributions and monitoring fees payable under this Deed shall be either RPI Indexed or BCIS Indexed (as the case may be) from the date that the Council's Strategic Development Committee resolved to approve the Application (being the date described in Recital (E) or the date of this Deed (whichever is earliest) and the date that payment is due.

14.2 Where any payment due under this Deed is paid late, Interest will be payable on to the sum in question from the date payment is due until the date of the payment.

- 14.3 In the event of any discrepancy with the amount to be paid or paid, the liability to pay as set out Clause 14.1 above, will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

15 Section 73

- 15.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Town and Country Planning Act 1990 (or any re-enactment or replacement therefor) in respect of the conditions in the Planning Permission references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

16 Third Parties

- 16.1 This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 16.2 The parties to this Deed agree that any covenant in this Deed by which the relevant Party is not to:
- (a) do an act (or allow a state of affairs to exist) shall be construed as if it were a covenant not to do or permit, procure or suffer to be done such act (and not to permit, procure or suffer such a state of affairs to exist);
 - (b) omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act.

17 Jurisdiction

This Deed is governed by and construed and interpreted in accordance with the laws of England.

18 Delivery

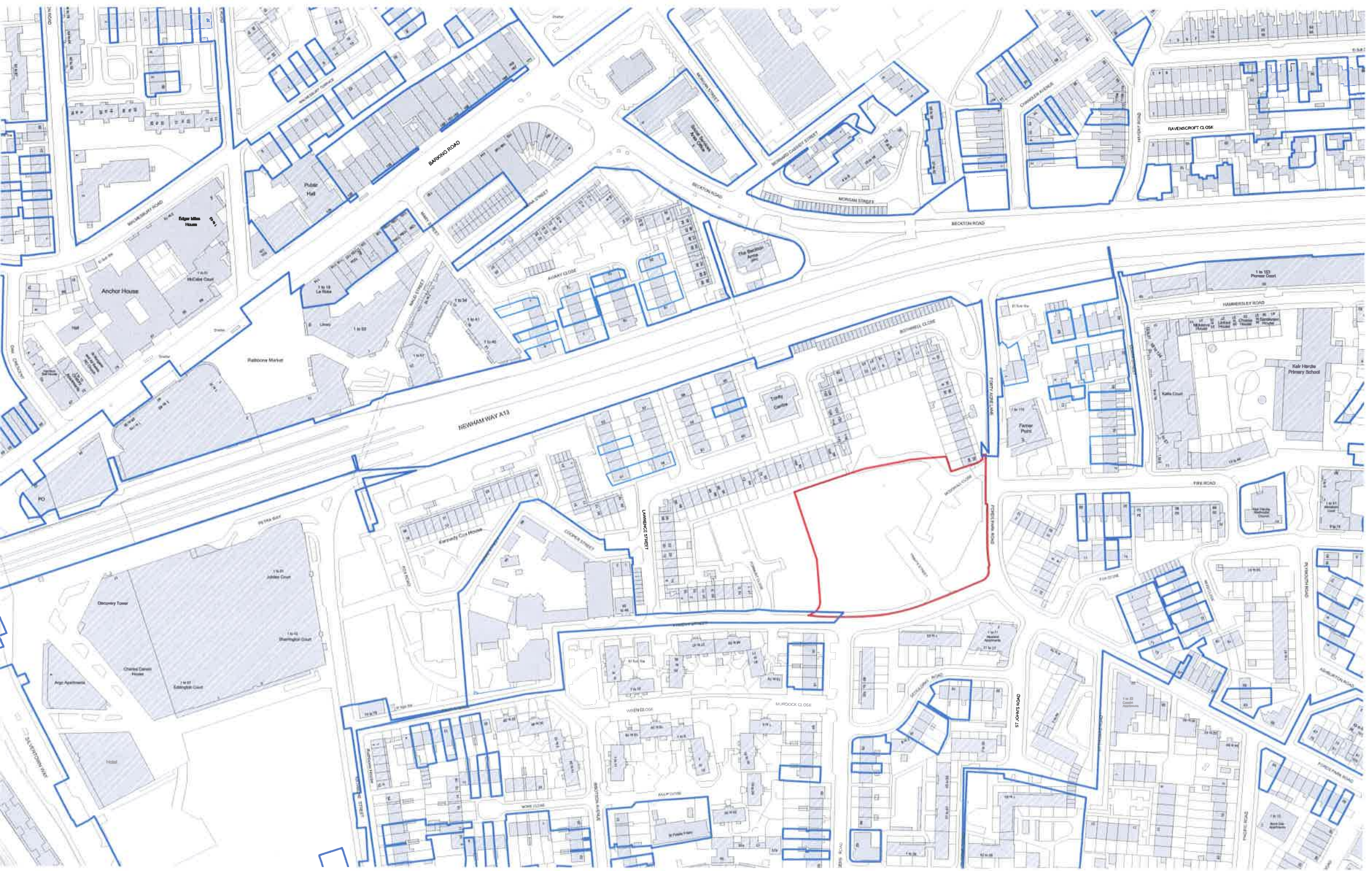
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be no effect until this Deed has been dated.

IN WITNESS whereof the Owner has executed this instrument as a deed on the day and year first before written.

Schedule 1

Plans

Plan 1: Site location plan (showing redline boundary)



Schedule 2
Draft Planning Permission



APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015

APPLICANT:
Victoria Gardens Development Limited

AGENT:
Miss Zoe Smythe
DP9 Limited
100 Pall Mall
London
SW1Y 5NQ

Part I - Particulars of Application

APPLICATION NO: 22/02615/LA3 **DATE OF APPLICATION:** 1st November 2022

PROPOSAL: A residential-led redevelopment comprising the erection of five buildings ranging from 3-9 storeys, plus a podium level, for the provision of 147 residential units and 191sqm (GIA) non-residential floor space (Use Class E (a, b, c, d, g) / F1 / F2), installation of plant, public realm, car parking, landscaping and highway works and other associated works (This application site is within the setting of a Grade II Listed Building: Chapel of St George and St Helena)

LOCATION: Development Site East
Vincent Street
Canning Town
London

Part II - Particulars of Decision

The London Borough of Newham hereby gives notice that PLANNING PERMISSION has been **GRANTED** for the carrying out of the development referred to in Part I hereof and as described and shown on the plans and documents submitted with the application, subject to conditions and reasons listed below:

Conditions and Reasons

1. Statutory Time Limit

The development to which this permission relates must be commenced no later than the expiration of THREE YEARS from the date of this permission.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. Approved Plans and Documents

The development hereby approved shall only be carried out in accordance with the approved plans and documents listed below:

Drawing Title	Drawing Number	Rev.
<i>Site Drawings</i>		
Site Location Plan	3117-JWA-ZZ-00-DR-A-0001	P02
Existing Site Plan	3117-JWA-ZZ-00-DR-A-0002	P02
Proposed Site Plan	3117-JWA-ZZ-00-DR-A-0003	P02
<i>Proposed Floor Plans</i>		
Proposed Floor Plans Level 00	3117-JWA-ZZ-00-DR-A-1000	P02
Proposed Floor Plans Level 01	3117-JWA-ZZ-01-DR-A-1001	P02
Proposed Floor Plans Level 02	3117-JWA-ZZ-02-DR-A-1002	P02
Proposed Floor Plans Level 03	3117-JWA-ZZ-03-DR-A-1003	P02
Proposed Floor Plans Level 04	3117-JWA-ZZ-04-DR-A-1004	P02
Proposed Floor Plans Level 05	3117-JWA-ZZ-05-DR-A-1005	P02
Proposed Floor Plans Level 06	3117-JWA-ZZ-06-DR-A-1006	P02
Proposed Floor Plans Level 07	3117-JWA-ZZ-07-DR-A-1007	P02
Proposed Floor Plans Level 08	3117-JWA-ZZ-08-DR-A-1008	P02
Proposed Floor Plans Level Roof	3117-JWA-ZZ-09-DR-A-1009	P02
<i>Proposed Elevations</i>		
Proposed Elevations North & South	3117-JWA-ZZ-ZZ-DR-A-3001	P02
Proposed Elevations East	3117-JWA-ZZ-ZZ-DR-A-3002	P02
Proposed Elevations West	3117-JWA-ZZ-ZZ-DR-A-3003	P02
Proposed Elevations Podium	3117-JWA-ZZ-ZZ-DR-A-3004	P02

Documents:

- Air Quality Assessment Rev P01; Prepared by Buro Happold; Dated 29 September 2022
- Archaeological Desk Based Assessment Version 3; Prepared by RPS; Dated 12 October 2022
- Construction Environmental Management Plan Version 1.0; Prepared by MACE; Dated 21 October 2022

- Daylight Sunlight and Overshadowing Rev P02; Prepared by Buro Happold; Dated 24 October 2022
- Drainage Strategy Rev P02; Prepared by Buro Happold; Dated 6 October 2022
- Design & Access Statement; Prepared by Jestico + Whiles Architects and URBAN; Dated 25 October 2022
- Energy Statement Rev P02; Prepared by Buro Happold; Dated 24 October 2022
- Ecological Impact Assessment Rev P02; Prepared by Buro Happold; Dated 11 October 2022
- Fire Statement Rev P01; Prepared by Buro Happold; Dated 30 September 2022
- Flood Risk Assessment Rev P01; Prepared by Buro Happold; Dated 21 September 2022
- Geoarchaeological Deposit Model; Prepared by RPS; Dated 12 October 2022
- Health Impact Assessment; Prepared by Trium; Dated October 2022
- Heritage, Townscape and Visual Impact Assessment; Prepared by The Townscape Consultancy; Dated October 2022
- Internal Daylight and Sunlight Assessment Rev P02; Prepared by Buro Happold; Dated 24 October 2022
- Noise & Vibration Report Rev P02; Prepared by Buro Happold; Dated 12 October 2022
- Operational Waste Management Plan Rev P02; Prepared by Buro Happold; Dated 30 September 2022
- Outline Construction Logistics Plan Rev P03; Prepared by Buro Happold; Dated 24 October 2022
- Phase 1 Geotechnical and Geoenvironmental Report Rev P04; Prepared by Buro Happold; Dated 23 September 2022
- Planning Statement; Prepared by DP9 Limited; Dated October 2022
- Residential Travel Plan Rev P01; Prepared by Buro Happold; Dated 24 October 2022
- Statement of Community Involvement; Prepared by AR Urbanism & Deft Space; Dated 25 October 2022
- Sustainability Statement Rev P02; Prepared by Buro Happold; Dated 24 October 2022
- Whole Life-Cycle Carbon Assessment; Prepared by Buro Happold; Dated 7 October 2022
- Wind Pedestrian Comfort Study Rev P01; Prepared by Buro Happold; Dated 7 October 2022

Reason: To ensure that the development is undertaken in accordance with the approved drawings to ensure that the finished appearance of the development will enhance the character and visual amenities of the area and to satisfactorily protect the residential amenities of nearby occupiers.

Prior to commencement conditions:

3. Heritage Assets of Archaeological Interest

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

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

- A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

- B. Where appropriate, details of a programme for delivering related positive public benefits
- C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: To safeguard the archaeological interest on the site. The imposition of this prior to commencement planning condition is considered necessary to prevent commencement of works until the requirements have been met because the timing of compliance is fundamental to the decision to grant planning permission.

4. Land Contamination

The application was accompanied by a Phase 1 Geotechnical and Geoenvironmental Report reference CTER-BHE-VS-XX-RP-CG-0001 which recommended further investigation.

- a) No development (except for demolition works) shall commence unless and until an investigation into ground conditions is undertaken in accordance with government guidance: Land Contamination Risk Management.

See <https://www.gov.uk/government/publications/land-contamination-risk-management-lcrm>.

The report of the investigation and proposals for any remediation required shall be submitted to and approved in writing by the Local Planning Authority prior to construction works.

- b) All works shall be carried out/implemented in accordance with the details approved.
- c) As soon as reasonably practicable and before the occupation of any remediated area of the site, a validation report shall be submitted and approved by the Local Planning Authority in writing, demonstrating that remediation works were undertaken and completed in accordance with the approved remediation strategy.

Reason: To safeguard the public, the environment and surface/groundwater as this site is known to have been used in the past for activities that are likely to have resulted in it being contaminated with The imposition of this prior to commencement planning condition is considered necessary to prevent commencement of works until the requirements have been met because the timing of compliance is fundamental to the decision to grant planning permission. material that is potentially harmful to humans, or the environment.

5. Construction / Demolition Environmental Management Plan

The development hereby permitted shall not commence unless and until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall include details of:

- Air pollution control measures compliant with the GLA SPG on 'The Control of Dust and Emissions During Construction and Demolition'. Specifically:
 - an air quality and dust risk assessment

- an 'air quality and dust management plan'
 - monitoring proposals
 - Non-road mobile machinery emissions including registration of the site at the GLA web site: <https://www.london.gov.uk/what-we-do/environment/pollution-and-air-quality/nrmm>
- An assessment of all matters as are likely to cause nuisance to adjoining occupiers (including but not limited to; noise, vibration, dust, smoke, odour control) accompanied by mitigation measures addressing all matters relevant to the site.
 - For the control of noise, reference shall be had to BS 5228 'Code of practice for noise and vibration control on construction and open sites'
 - Hours of work on the site shall be 08:00-18:00 Monday to Friday; 08:00-13:00 Saturday and at no time on Sundays or Public Holidays.
 - Community liaison to give clear information to residents and others in advance in writing about potential disturbances/disruptions from i.e. noise, dust, or disruption of traffic, incidents, etc.

The development shall be undertaken at all times in accordance with the approved Construction Management Plan.

Reason: To ensure that works do not prejudice the ability of neighbouring occupier's reasonable enjoyment of their properties and to ensure that works shall not represent any unacceptable level of vehicle movements such that the safety of pedestrians or other road users shall be unduly prejudiced. The imposition of this prior to commencement planning condition is considered necessary to prevent commencement of works until the requirements have been met because the timing of compliance is fundamental to decision to grant planning permission.

6. Construction Logistics Plan

No works shall commence unless and until a Construction Logistics Plan has been submitted to and approved by the Local Planning Authority. The Construction Logistics Plan shall include:

- a. A survey of the existing conditions of adjacent public highways
- b. An assessment of the cumulative impacts of demolition and construction traffic;
- c. Details of the likely volume of demolition and construction trips and any mitigation measures;
- d. Site access and exit arrangements including wheel washing facilities and sweep-paths where required;
- e. Vehicular routes, booking systems and an assessment for the scope of consolidating loads to reduce generated road trips;
- f. Proposed temporary access and parking suspensions and any temporary access and parking solutions required.
- g. Site compound arrangements including arrival of vehicles, parking, loading, storage and waste arrangements
- h. Methods for of protection of adjacent highway infrastructure
- i. An assessment of all matters as are likely to cause nuisance to adjoining occupiers (including but not limited to; noise, dust, smoke, road cleaning, odour control) accompanied by mitigation measures addressing all matters relevant to this particular site.
- j. Works shall be carried out in accordance with the approved Demolition and Construction Management Plan.

Reason: To ensure that works do not prejudice the ability of neighbouring occupier's reasonable enjoyment of their properties and to ensure that works shall not represent any unacceptable level of vehicle movements such that the safety of pedestrians or other road users shall be unduly prejudiced. The imposition of this prior to commencement planning condition is considered necessary to prevent commencement of works until the requirements have been met because the timing of compliance is fundamental to the decision to grant planning permission.

Prior to above ground works conditions:

7. Sustainable Drainage

- a. Prior to commencement above ground floor a fully detailed surface water management scheme for the development, consistent with the approved 'Vincent Street Drainage Strategy' document (Ref. CTER-BHE-VS-XX-RP-CI-0001/ 051541/ Revision P02/ 6 October 2022) has been submitted to and approved in writing by the Local Planning Authority.
- b. Post development peak runoff shall be restricted to a maximum of 5 l/s for all storm events up to and including the 1 in 100 year with an additional 40% allowance for future climate change.
- c. The development shall only be implemented in accordance with the approved detail.
- d. Detail of drainage scheme ownership, management and maintenance arrangements shall be submitted to Planning Authority for approval before site occupation.
- e. A verification report demonstrating what works were undertaken and that the drainage scheme was completed in accordance with the approved surface water management scheme shall be submitted and approved by the Local Planning Authority in writing before site occupation.

Reason: To safeguard the public from surface water flood risk, protect the environment and respond to climate change.

8. Cranes

No cranes shall be erected on the site unless and until a construction methodology including details of the use of cranes in relation to location, maximum operating height of crane and start/finish dates during the development has been submitted to the Local Planning Authority for approval in writing having consulted with London City Airport.

Reason: The site is in close proximity to London City airport and to safeguard aviation safety.

9. Secured by Design

- a) Prior to the commencement of the above ground floor slab, details of the measures to be incorporated into the development demonstrating how the principles and practices of the 'Secured by Design' scheme and local crime prevention security measures have been included shall be submitted to and approved in writing by the Local Planning Authority. Once approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers, the development shall be carried out in accordance with the agreed details and maintained thereafter.

- b) Prior to the first occupation of within the development plots, a letter from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance for the occupied or used section have been met, will be required.
- c) On completion of the overall development including landscaping, external materials and other works incidental to the proposed development, a full SBD certificate will be required.

Reason: In the interest of creating safer and sustainable communities.

10. Noise

The application was accompanied by Noise and Vibration Report reference CTER-BHE-VS-XX-RP-YA-0001. Section 6.3.4 specifies façade glazing. Section 6.5.3 refers to an overheating assessment.

- a) Before the development is first occupied the developer shall certify to the local planning authority that the glazing provided meets the specification in table 6-3 of the report.
- b) Before construction above ground is commenced, in areas where overheating is a potential issue, the developer shall demonstrate to the local planning authority that internal noise levels shall meet the standards set out in BS 8233. If the developer believes the internal noise levels cannot meet the standard set out in BS 8233, the developer shall demonstrate to the local planning authority that the standards cannot be met. Internal noise levels shall meet the standards set out in BS 8233 or such other level as shall be agreed in writing by the local planning authority.

Reason: To protect the internal and external amenity of future occupants of the development.

11. Material Samples

Above ground works to the development hereby permitted shall not commence unless and until samples of all external surfaces have been submitted to the Local Planning Authority for approval in writing. This should include full scale mock up façade panels (the scale/extent of which to be agreed with the LPA) to be erected for approval. The development shall only be constructed in accordance with the approved material details.

Reason: To ensure a satisfactory standard of external appearance of the development.

12. Detailed Drawings

Above ground works to the development hereby approved shall not commence unless and until 1:20 drawings (plan/section/elevation) of the following have been submitted to and approved by the Local Planning Authority.

- Bay studies
- Ground floor façades facing streets and courtyards
- Gates to courtyards
- Cycle store frontage
- Refuse and plant room entrance doors.

Details of rainwater pipes, vents, flues or grills other than those shown on the approved plans shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance of the development.

13. Hard Landscaping

Prior to the commencement of above ground works, a scheme of hard landscaping, detailing lighting, paving and external hard surface, shall be submitted to and approved in writing by the Local Planning Authority.

Approved details shall be fully implemented prior to the occupation/use of the development and thereafter permanently retained and maintained.

Reason: To ensure a high quality landscape treatment of the site is achieved which will enhance the character, appearance and biodiversity of the site and local area.

14. Soft Landscaping

Prior to any above ground works, full details of the proposed soft landscaping of the site for the following areas within the Development, including planting schedules and details of the species, height and maturity of new trees and shrubs, shall be submitted to and approved in writing by the Council.

- Landscaping to outer boundaries and within the site itself;
- Green roofs
- Buffer planting
- Podium

The landscaping scheme as approved shall be carried out in the first planting season following the completion of the building works. Any trees, shrubs or plants that die within a period of five years from the completion of the development or are removed and/or become seriously damaged or diseased in that period, shall be replaced (and if necessary continue to be replaced) in the first available planting season with others of similar size and species, unless the Local Planning Authority gives prior written permission for any variation.

Reason: To ensure a high quality landscape treatment of the site is achieved which will enhance the character, appearance and biodiversity of the site and local area.

15. Urban Greening Factor

Within 3 months of implementation of the approved soft landscaping schemes pursuant to Condition 14, an Urban Greening Factor Statement shall be submitted to and approved by the Local Planning Authority, confirming the final UGF that the development hereby permitted can be achieved, and any alternative planting arrangements to be proposed.

The development shall achieve a final UGF (Urban Green Factor) of 0.4.

Reason: To support the development of green and/or roofs and the greening of development sites, and in the interest of airport safeguarding.

16. Cycle Parking

No above ground works shall commence unless and until details of the proposed cycle parking spaces have been submitted to and approved in writing by the Local Planning Authority. The proposed cycle parking shall be designed in accordance with TfL's London Cycle Design Guidance. The details should show the cycle parking for future occupants and visitors across the site, including the number and location of proposed spaces and the manufacturer's installation requirements, and dimensioned drawings showing the area, manoeuvring spaces and headroom to the cycle stores, plus details of how the cycle parking will be secure.

The approved cycle parking shall be implemented prior to first occupation of the development and retained as such thereafter.

Reason: To ensure reasonable provision of cycle spaces is made within the site for the parking of bicycles, thereby encouraging sustainable modes of transport.

17. Refuse Storage and Collection

No above ground works shall commence unless and until details of the storage, management and collection of refuse and recyclables, including bulky waste storage, have been submitted to and approved by the local planning authority.

The waste storage and collection area(s) shall be constructed in accordance with the approved details and made available for use prior to the first occupation of the development. It shall be retained in accordance with the approved plans and documents. The waste and recyclables from the development shall be managed and made available for collection in accordance with the approved details in perpetuity.

Reason: To ensure adequate refuse storage is provided on site and can be readily collected.

18. S278 Works

Within 6 months of implementation of the development hereby permitted, the applicant shall enter into a S278 agreement with the Council with respect to all works on the public highways.

The use hereby approved shall not commence until the above works have been completed to the satisfaction of the Local Highway Authority with the written approval of the Local Highway Authority's Engineer and costs in relation to this S278 Agreement shall be met exclusively by the applicant.

Evidence of completion to the satisfaction of the Local Highways Authority shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of highway safety.

Prior to first occupation/use conditions:

19. Offsite Water Infrastructure (Thames Water Authority)

There shall be no occupation beyond the 99 dwelling until confirmation has been submitted to and approved by the Local Planning Authority, confirming that either:

- all water network upgrades required to accommodate the additional demand to serve the development have been completed; or
- a development and infrastructure phasing plan has been agreed with Thames Water to allow additional development to be occupied. Where a development and infrastructure phasing

plan is agreed no occupation of those additional dwellings shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: The development may lead to low / no water pressures and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development. Any necessary reinforcement works will be necessary in order to avoid low / no water pressure issues.

20. Sound Insulation

Prior to the occupation of any part of the development hereby permitted, a report shall be submitted to and approved in writing by the Local Planning Authority that demonstrates that sound insulation installed within the development meets the following standards:

Between residential and non-residential uses (plant rooms and use class E):
International Organization for Standardization Noise Rating curves (NR):
NR 25 in bedrooms (23:00 to 07:00)
NR 30 in all habitable rooms (07:00 to 23:00)

If there is a distinguishable tone, the NR curves should be reduced to NR 20 and NR 25 respectively.

Noise Rating curves should be measured as a 15 minute linear Leq at the octave band centre frequencies 31.5 Hz to 8 kHz.

Reason: To protect the internal and external amenity of future occupants of the development

21. Details of Accessible and Adaptable Units

Prior to the first occupation of the accommodation hereby permitted, 1:50 plans showing the detailed layout of the units being provided as wheelchair accessible/adaptable (for market and affordable housing tenures respectively, and floor plans showing the locations of these units, shall be submitted to and approved by the local planning authority and the development shall be built in accordance with the approved details.

Reason: To meet the needs to households with mobility issues and accord with London Plan and Local Plan.

22. Landscaping and Public Realm Management and Maintenance Scheme

Prior to the first occupation of the development hereby permitted, full details of a Landscape and Public Realm Management and Maintenance Scheme shall be submitted to and approved in writing by the Council.

The Landscape Management and Maintenance Scheme shall set out how the landscaped areas pursuant to Condition 14 are to be maintained and managed. These shall include specific details of the proposed quantum of area; location; specification; long term design objectives; management responsibilities; and maintenance schedules for all approved landscape areas, including green roof.

Reason: To ensure a high quality landscape treatment of the site is achieved which will enhance the character, appearance and biodiversity of the site and local area.

23. Biodiverse Green Roofs and Maintenance Scheme

Prior to the first occupation of the development hereby permitted, a detailed scheme for green roofs and associated maintenance scheme shall be submitted to and approved by the Local Planning Authority.

Reason: In accordance with the London Borough of Newham's strategic approach to protect and enhance biodiversity, providing a net gain in the quality and quantity of Newham's natural environment.

24. Details of Boundary Treatment

Details of proposed boundary treatment(s) including any controlling vehicular access and their management shall be submitted to and approved by the local planning authority prior to their installation on site. Such details to include the siting, height, appearance and material(s). The boundary treatment(s) shall be installed in accordance with the approved details prior to the first occupation of the development and retained as such.

Reason: To ensure a satisfactory appearance, in the interest of neighbour amenity.

25. Details of Photovoltaic Panels

Details of the location, layout and specification of the Photovoltaic Panels to be installed on the roofs of the buildings shall be submitted to and approved by the Local Planning Authority and the panels shall be installed prior to the occupation of the relevant block and retained thereafter.

Reason: To ensure the implementation of sustainable design, low carbon development and renewable energy;

26. External Lighting

Prior to the first occupation of the development hereby permitted, details of any external lighting (including façade lighting, lighting in the roof gardens and courtyard) associated with the development, including levels of illumination, position, structure, direction of illumination, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details. All the lighting must conform to The Institution of Lighting Engineers Guidance for the Reduction of Obtrusive Light.

Reason: In the interests of the appearance of the development and the amenity of neighbouring properties.

27. Travel Plan

Prior to first occupation of the development hereby approved, a Full Residential Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall be prepared in line with the latest Council and TfL guidance and must include:

- a. appointment and contact details of the 'Travel Plan Coordinator' and/or 'Sustainable Travel Manager';
- b. a site audit of the existing and future transport context, including any key Active Travel Zone assessment outputs included within Healthy Streets Transport Assessments;
- c. details on the baseline travel patterns and mode share for the site;

- d. targets for the use of sustainable travel modes and reduced reliance on private cars, with proposed measures to support these;
- e. an action plan for implementing the measures, initiatives and actions of the Travel Plan; and
- f. a methodology, management strategy and programme for monitoring, reviewing, maintaining and developing the Travel Plan in accordance with the targets set and TfL's iTRACE monitoring practices.

The approved Travel Plan shall then be adhered to at all times to the satisfaction of the Local Planning Authority, with the results of monitoring and review reported to the Local Planning Authority in accordance with the agreed Travel Plan.

Reason: To promote uptake of active, sustainable and inclusive transport modes, thereby contributing to Council objectives for air quality, healthy lifestyles, emissions reductions, and improved highway functioning.

28. Delivery and Servicing Plan

The development hereby permitted shall not be first occupied unless and until a fully detailed Delivery and Servicing Plan (DSP) has been submitted to and approved in writing by the Local Planning Authority. The submitted details must include (but not limited to) the following:

- i. frequency of deliveries to the site;
- ii. frequency of other servicing vehicles such as refuse collections;
- iii. dimensions of delivery and servicing vehicles;
- iv. proposed loading and delivery locations;
- v. a strategy to manage vehicles servicing the site;
- vi. the hours/days of deliveries for vehicles and the precautions and measures to be taken to mitigate noise impacts;
- vii. details of clear vehicle swept paths;

The development shall only be constructed in accordance with the approved details.

Reason: To ensure that vehicle movements associated with the use hereby permitted remains consistent and that the use shall not represent any unacceptable level of vehicle movements such that the safety of pedestrians shall be unduly prejudiced.

29. Electric Charging Points

No part of the development hereby permitted shall be first occupied unless and until minimum three electric charge accommodates electric vehicle charging infrastructure, with a further 20% allocated for passive provision. The electric vehicle charging infrastructure shall be retained for the lifetime of the development.

Reason: To provide charging facilities for electric vehicles and to encourage the uptake of electric vehicles.

30. Car Parking Spaces and Management Plan

Prior to the occupation of any part of the development hereby approved, details of the allocation of car parking spaces, including parking strategy for returning residents, shall be submitted to the local planning authority for approval in writing.

The approved allocations are to be completed prior to the occupation of the any residential units and shall be permanently maintained thereafter.

Reason: To ensure appropriate levels of parking are provided and adequate servicing arrangements and vehicle access;

31. Energy - Carbon Emissions Reduction

Within 6 months of implementation of the development hereby permitted, the final energy strategy shall be submitted to the Council, demonstrating that the development meet the target carbon emissions as stated in the Energy Statement.

Reason: To ensure that the Development makes the fullest contribution to minimising carbon dioxide emissions.

32. BREEAM

Prior to the occupation of the development, a copy of the final Building Research Establishment (BRE) certificate confirming that the development achieves a minimum BREEAM rating of 'EXCELLENT' in respect of the relevant unit shall be submitted to and approved in writing by the Local Planning Authority. The BREEAM Post Construction Assessment shall be carried out on a sample of the relevant part of the development in accordance with an agreed methodology to ensure that the required rating has been achieved and can be maintained.

Reason: To ensure that the development achieves a high level of sustainability.

33. Fire Statement

Prior to the first occupation of the development hereby permitted, Fire Statement(s) shall be submitted to, and approved by, the local planning authority. The development shall be built in accordance with the approved details and retained as such for the lifetime of the development.

Reason: In order to achieve the highest standards of fire safety and ensure the safety of all building users.

34. Glazing, Ventilation and Cooling Mitigation

Prior to the first occupation of the development, a scheme for glazing, ventilation and cooling will be submitted to and approved by the Local Planning Authority.

The scheme will include the details of suitable alternative ventilation and cooling measures to be installed in the apartments. The scheme will demonstrate that the ventilation and cooling will be sufficient to achieve a comfortable internal environment under all reasonably foreseeable conditions without the need to open windows.

The scheme as approved shall be permanently maintained thereafter.

Reason: To protect the internal amenity of future occupants of the development and to minimise the risk of overheating, noise, dust or odour.

Compliance conditions:

35. Flood Risk Management

The development shall be carried out in accordance with the submitted Flood Risk Assessment dated 21 September 2022 (Ref: Vincent Street-BHE-ZZ-XX-RP-CW-001) (Doc no. 0052107; RevisionP01) and the following mitigation measures it details:

- a. Finished floor levels shall be set no lower than Design Flood Level in areas of Breach flooding modelled to be under 1m depth.
- b. 21 residential units with modelled residual risk Tidal Breach flood depths over 1m will have no sleeping accommodation on the ground floor. All bedrooms in these units need to be located above Design Flood Level as stipulated by the FRA

These mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the scheme's timing/ phasing arrangements. The measures detailed above shall be retained and maintained thereafter throughout the lifetime of the development.

Reason: To reduce the risk of flooding to the proposed development and future occupants.

36. Accessibility

- A. The development thereby permitted shall conform to the requirements of Category M4 (3) ['Wheelchair User Dwellings'] of Schedule 1 to the Building Regulations 2010 (HM Government 2015):

Block	Unit Type	Level	Tenure	Quantity
B	3B4P Type 02	02-04	LAR	3
B	2B3P Type 01	02-06	LAR	5
D	2B3P Type 02	02-08	LAR	7

- B. 90% of the residential units hereby approved shall conform to the requirement of Category M4(2) (Accessible and Adaptable Dwellings) of Schedule 1 to the Building Regulations 2010 (HM Government 2015).

Reason: To ensure accessibility of the development hereby approved

Informatives

In forwarding the decision for this application, the applicant is advised of the following:

1. Archaeology

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

2. Secure by Design

The applicant must seek the advice of the Metropolitan Police Service - Designing Out Crime Officers (DOCOs). The services of MPS DOCOs are available free of charge and can be contacted via docomailbox.ne@met.police.uk.

3. Land Contamination

For advice and information upon contaminated land site investigation, risk assessment and implementing a remediation strategy it is recommended that the developer contacts the Environmental Control Unit, Housing & Public Protection, First Floor, West Wing, Newham Dockside, Dockside Road, London E16 2QU Tel 020 3373 0643. The Unit has produced a leaflet 'Developing Contaminated Sites' which can be downloaded free from www.newham.gov.uk. The developer shall notify the Council's Development Control and the Environmental Control Unit of the start dates and programme of site investigations and any subsequent remediation works.

For the site investigation, risk assessment and remediation strategy reference should be made to:

- Land Contamination risk management (LCRM)
<https://www.gov.uk/government/publications/land-contamination-risk-management-lcrm>
- BS 10175: Investigation of potentially contaminated sites – Code of Practice
- Building Regulations 2010 APPROVED DOCUMENT C Site preparation and resistance to contaminants and moisture: C1 Site preparation and resistance to contaminants.

If the site investigation reveals land contamination the associated report must include the results of a source-pathway-receptor environmental risk assessment with regard to the current use and proposed development.

If the site investigation discovers organic containing natural soils or made ground then monitoring of potential ground gases, over a suitable period of time, will be required in order to determine the requirement for gas mitigation measures in the development.

If the site is located in a groundwater protection zone or if groundwater is encountered during the site investigation, then the groundwater should also be tested for contamination. The Local Planning Authority may require more detailed groundwater monitoring to be undertaken on the advice of the Environment Agency.

A remediation scheme should include, where necessary, a long-term commitment to maintenance of any works and measures required by the Local Planning Authority or the Environment Agency.

Remediation capping layers based upon 'Cover systems for land regeneration' BR 465 by the Building Research Establishment will not be accepted, as this is not approved by the Environment Agency.

No soils, or infill materials should be imported onto the site unless they have been satisfactorily proven to be uncontaminated and present no risks to human health, planting and the environment. A declaration to this effect, together with acceptable documentary evidence to confirm the origin of all imported soils and infill materials, supported by appropriate chemical analysis test results, should be obtained and copies may be requested by the Local Planning Authority.

Anyone procuring analytical services must ensure that the data supplied to the Local Planning Authority meets the requirements in the Monitoring Certification Scheme (MCERTS). Laboratories undertaking the chemical testing of soil must be accredited, the analytical methods should be appropriate and fit for the purpose of the parameter being investigated and the sampling procedures and the audit trail should also conform.

Supporting reports should be prepared by appropriately qualified professionals. All reports should be sent directly to the planning case officer in the Development Control Unit. For each application at least two copies of each report should be submitted in hard copy format plus a further copy in electronic format. The planning case officer will forward the reports on to the appropriate consultees for comment. Applicants are advised against entering into direct negotiation with either the Environmental Control Unit, Environment Agency or any other Council department consultees without notifying the planning case officer.

4. Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)

The proposed passenger/goods lifts must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

5. Sound Insulation

The sound insulation between flats in this development must meet or exceed the standards set out in approved Document E of the Building Regulations. Reference should be had to the Council's Building Control Department or an approved building inspector.

6. Housing Ventilation

The mechanical ventilation to the bathrooms and utility rooms should comply with Part F of the Building Regulations 2010.

Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas.

Kitchens without windows should have mechanical ventilation to comply with the latest Building Regulations.

7. No burning of waste

At no time shall any waste be burnt on site unless otherwise approved in writing by the Local Planning Authority.

8. Thames Water Underground Assets

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

pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

Community Infrastructure Levy (CIL)

This development may be considered a chargeable development.

The Mayor of London's CIL and the Newham CIL charging schedules currently apply in the London Borough of Newham. Refer to the planning portal for general CIL information:

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

For further information please email: cil@newham.gov.uk

Summary of Policies and Reasons

National Planning Policy Framework (MHCLG, July 2021)

The London Plan (GLA, March 2021)

Policy GG1 - Building strong and inclusive communities
Policy GG2 - Making the best use of land
Policy GG3 - Creating a healthy city
Policy GG4 - Delivering the homes Londoners need
Policy GG6 – Increasing efficiency and resilience
Policy D1 - London's form, character and capacity for growth
Policy D2 – Infrastructure requirements for sustainable densities
Policy D3 – Optimising site capacity through the design-led approach
Policy D4 – Delivering good design
Policy D5 – Inclusive design
Policy D6 – Housing Quality Standards
Policy D7 – Accessible Housing
Policy D8 – Public Realm
Policy D9 – Tall buildings
Policy D11 – Safety, security and resilience to emergency
Policy D12 – Fire Safety
Policy D14 – Noise
Policy H1 - Increasing housing supply
Policy H4 – Delivering affordable housing
Policy H5 – Threshold approach to applications
Policy H6 – Affordable housing tenure
Policy H7 – Monitoring of affordable housing
Policy H10 – Housing size mix
Policy S1 – Developing London's social infrastructure
Policy S2 – Health and social care facilities
Policy S4 – Play and informal recreation facilities
Policy S5 – Sport and Recreation facilities
Policy E11 – Skills and opportunities for all
Policy G1 - Green infrastructure
Policy G4 – Open space
Policy G5 - Urban greening
Policy G6 - Biodiversity and access to nature
Policy G7 – Trees and woodlands

Policy G8 – Food growing
Policy SI1 – Improving air quality
Policy SI2 – Minimising greenhouse gas emissions
Policy SI3 – Energy Infrastructure
Policy SI4 – Managing heat risk
Policy SI5 – Water infrastructure
Policy SI7 - Reducing waste and supporting the circular economy
Policy SI12 – Flood risk management
Policy SI13 – Sustainable drainage
Policy SI8 - Waste capacity and net waste self-sufficiency
Policy T1 - Strategic approach to transport
Policy T2 - Healthy Streets
Policy T3 - Transport capacity, connectivity and safeguarding
Policy T4 - Assessing and mitigating transport impacts
Policy T5 - Cycling
Policy T6 - Car parking
Policy T7 – Deliveries, Servicing and Construction

Newham Local Plan (2018)

Policy S1 – Spatial Strategy and Strategic Framework
Policy S4 – Canning Town and Custom House
Policy SP1 – Borough-wide Place-making
Policy SP2 – Healthy Neighbourhoods
Policy SP3 – Quality Urban Design within Places
Policy SP4 – Tall Buildings
Policy SP6 – Successful Town and Local Centres
Policy SP7 – Quality Movement Corridors and Linear Gateways
Policy SP8 – Ensuring Neighbourly Development
Policy SP9 – Cumulative Impact
Policy H1 – Building Sustainable Mixed Communities
Policy H2 – Affordable Housing
Policy SC1 – Environmental Resilience
Policy SC2 – Energy and Zero Carbon
Policy SC3 – Flood Risk and Drainage
Policy SC4 – Biodiversity
Policy SC5 – Air Quality
Policy INF2 – Sustainable Transport
Policy INF3 – Waste and Recycling
Policy INF5 – Town Centre Hierarchy and Network
Policy INF6 – Green Infrastructure and the Blue Ribbon Network
Policy INF7 – Open space and Outdoor Recreation
Policy INF8 – Community Facilities
Policy INF9 – Infrastructure Delivery

Additional Guidance

The London Borough of Newham 'Interim Habitats Funding Statement' (April 2019)
Housing SPG (GLA, March 2016, Updated August 2017)
Play and Informal Recreation SPG (GLA, September 2012)
Affordable Housing and Viability SPG (GLA, August 2017)
Sustainable Design and Construction SPG (GLA, April 2014)
Accessible London: Achieving an Inclusive Environment (October 2014)
The control of dust and emissions during construction and demolition (July 2014)

Draft Newham Local Plan (Regulation 18) for Consultation December 2022

The Draft Newham Local Plan (Regulation 18) was approved at Cabinet on 6 December 2022 for consultation. Statutory public consultation under regulation 18 will commence on 9 January 2023. The weight which should be accorded to draft policies is guided by paragraph 48 of the National Planning Policy Framework (NPPF) 2021 and paragraph 049 of the Planning Practice Guidance (Local Plans). These state that a new Local Plan may be given weight according to the stage of preparation of the emerging local plan, the extent to which there are unresolved objections to the relevant policies, and the degree of consistency between the relevant policies in the draft plan and the policies in the NPPF. As the draft Local Plan is at an early stage of development and has not yet been through statutory consultation, very limited weight can be placed on the policies in the Draft Local Plan, and the adopted Newham Local Plan 2018 and London Plan 2021 remain the key Development Plan documents used to determine applications.

The above policies can be viewed online via the respective government websites ie. the Council's website www.newham.gov.uk , the GLA's website www.london.gov.uk and the www.gov.uk website.

Dated:

Signed:

Jane Custance
Director of Planning and Development
London Borough of Newham
Newham Dockside, 1000 Dockside Road, London, E16 2QU

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)

Applicant's Rights following the Grant or Refusal of permission

1. Appeals to the Secretary of State

Should you (an applicant/agent) feel aggrieved by the decision of the council to either refuse permission or to grant permission subject to conditions, you can appeal to the Secretary of State for the Ministry of Housing, Communities and Local Government – Section 78 of the Town and Country Planning Act 1990 / Sections 20 and 21 of the Planning (Listed Building and Conservation Areas) Act 1990. Any such appeal must be made within the relevant timescale for the application types noted below, beginning from the date of the decision notice:

- **Six months:** Full (excluding Householder and Minor Commercial applications), listed building, conservation area consent, Section 73 'variation/removal', Section 73 'minor-material amendment', extension of time, and prior approval applications.
- **12 weeks:** Householder planning, Householder prior approval and Minor Commercial applications.
- **8 weeks:** Advertisement consent applications.
- **No timescale:** Certificate of lawful development (existing/proposed) applications.

Where an enforcement notice has been issued the appeal period may be significantly reduced, subject to the following criteria:

- The development proposed by your application is the same or substantially the same as development that is currently the subject of an enforcement notice: **28 days of the date of the application decision.**
- An enforcement notice is served **after the decision on your application** relating to the same or substantially the same land and development as in your application and if you want to appeal against the council's decision you are advised to appeal against the Enforcement Notice and to do so before the Effective Date stated on the Enforcement Notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

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 exceptional/special circumstances.

The Secretary of State can refuse to consider an appeal if the council could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements and provisions of the Development Order and to any direction given under the Order. In practice, it is uncommon for the Secretary of State to refuse to consider appeals solely because the council based its decision on a 'direction given by the Secretary of State'.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK

2. Subsequent Application Fees

No planning fee would be payable should a revised planning application be submitted within 12 months of the decision. This 'fee waiver' is permitted only where the new application meets the following criteria:

- the applicant is the same as the applicant of the original application
- site boundary is the same as the site boundary of the original application
- the nature of development remains the same.

3. Purchase Notices

Should either the council or the Secretary of State refuse permission or to grant permission subject to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use in its existing state nor through carrying out of any development which has been or could be permitted. In such a case, the owner may serve a purchase notice on the council. This notice will require the council to purchase the owner's interest in the land in accordance with the provisions of Part IV of the Town and Country Planning Act 1990 and Section 32 of the Planning (Listed Buildings Conservation Areas) Act 1990.

4. Compensation

In certain circumstances compensation may be claimed from the Council if permission is refused or granted subject to condition(s) by the Secretary of State on appeal or on reference to the Secretary of State. These circumstances are set out in Section 114 and related provisions of the Town and Country Planning Act 1990 and Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

The London Borough of Newham
Building Control



The London Borough of Newham Building Control Team can offer you a fast, reliable and good value service to meet all your building control needs.

- Residential, Commercial, Schools, Householder and Infrastructure projects
- All surveyors are highly knowledgeable and provide a multi-lingual service
- Same day inspection service available
- Pre-submission consultation advice service offered
- Expertise in fire engineering



Building Notice

Multiple visits carried out at key stages of your development to ensure compliance to Building Regulations.

Full Plans

In depth look into plans to check for approval against the Building Regulations, thereafter offering multiple site visits ensuring all works comply.

Partnership Scheme

Offering a comprehensive plan check service for sites outside the London Borough of Newham.



On-Line Submission

Visit us at www.newham.gov.uk for further information.

Engineering Design Service

If you need a Structural Design carried out please contact us.

Contacting the Team and making your application

- 020 3373 8200 – 09:00 – 10:30 weekdays
- reception.bco@newham.gov.uk
- Building Control Team, 1000 Dockside Road, London E16 2QU
- Apply online at www.iapply.co.uk



Schedule 3

Standard Notices

Form: Notice of Implementation of Development



Notice of Implementation of Development

This Notice must be served not less than 5 Workings Days before Implementation of Development.

Planning Application Reference Number:	
Planning Case Officer:	
Deed dated:	
Owner's details: Site Address:	
Expected Implementation Date	
Estimated Practical Completion Date (if known):	
Dated Signed by or on behalf of the Owner:	

Please return to:

Director Planning and Development, 1st Floor, West Wing, Newham Dockside, Dockside Road London E16 2QU and by email to Planning.Obligations@newham.gov.uk

Official Use	
Date received	
Monitoring triggers	

Form: Notice of Payment of Contributions and Fees



Please ensure there is a separate form for each payment being made. Monies must be paid by TT or by BACS to the Council.

This Form must be served not less than 7 Working Days before payment is to be made.

Planning Application Reference	
Deed dated:	
Owner's details: Site Address:	
Contribution Description: Relating to Clause/Paragraph: Date on which amount is due:	
Amounts to be paid 1. Contribution:	
Total to be paid:	
Dated Signed by or on behalf of the Owner:	

Please return to:

Director of Planning and Development, 1st Floor, West Wing, Newham Dockside, Dockside Road London E16 2QU and by email to Planning.Obligations@newham.gov.uk

Official Use	
Date received	
Confirmation of correct receipt	

Schedule 4 / Part 1
Contributions and Fees

1. The Owner hereby provides the following covenants to the Council:

1.1 Education Contribution

- (a) to pay the Education Contribution to the Council prior to Implementation of the Development
- (b) not to Implement the Development until the Education Contribution has been paid to the Council.

1.2 Travel Plan Monitoring Fee

- (a) to pay the Travel Plan Monitoring Fee to the Council prior to Occupation of the Development
- (b) not to Occupy the Development until the Travel Plan Monitoring Fee has been paid to the Council.

1.3 Employment Skills Contribution

- (a) to pay the Employment Skills Contribution to the Council prior to Implementation of the Development
- (b) not to Implement the Development until the Employment Skills Contribution has been paid to the Council.

1.4 Carbon Offset Contribution

- (a) to pay the Carbon Offset Contribution to the Council prior to Implementation of the Development
- (b) not to Implement the Development until the Carbon Offset Contribution has been paid to the Council.

1.5 Local Jobs Contribution

- (a) to pay the Local Jobs Contribution to the Council prior to Implementation of the Development
- (b) not to Implement the Development until the Local Jobs Contribution has been paid to the Council

1.6 Biodiversity Net Gain Contribution

- (a) to pay the Biodiversity Net Gain Contribution to the Council prior to Occupation of the Development
- (b) not to Occupy the Development until the Biodiversity Net Gain Contribution has been paid to the Council

1.7 Car Free Monitoring Fee

- (a) to pay the Car Free Monitoring Fee to the Council prior to Occupation of the Development
- (b) not to Occupy the Development until the Car Free Monitoring Fee has been paid to the Council

1.8 Monitoring Fee

- (a) to pay the Monitoring Fee to the Council on or before completion of this Deed
- (b) not to complete this Deed until the Monitoring Fee has been paid to the Council

1.9 Bus Services Contribution

- (a) to pay the Bus Services Contribution to the Council on or before first Occupation of the Development
- (b) not to Occupy the Development until the Monitoring Fee has been paid to the Council

Schedule 4 / Part 2A

Car Parking Permit Restrictions

The Owner provides the following covenants to the Council under the power granted by section 16 of the London Greater Powers (General Powers) Act 1974 in relation to all Controlled Parking Zones surrounding and within the Development to:

- 1 Waive all and any rights and entitlements to be granted a Parking Permit to the Owners, occupiers and/or users of the Buildings unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 or they are a Returning Resident.
- 2 To ensure that all advertising relating to the availability of any Residential Unit clearly states that:
 - (a) the person acquiring or Occupying the Residential Unit is not to apply to the Council for a Parking Permit unless they are either
 - (i) the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970); or
 - (ii) a Returning Resident.
 - (b) the person Occupying the Residential Unit shall not be eligible to be granted a Parking Permit unless they are a Returning Resident who may apply for a single Parking Permit upon their return (irrespective of how many Parking Permits they may have had previously);
 - (c) the Council would refer to the provisions of this clause in its refusal to grant a Parking Permit; and
 - (d) clear notices are placed in the entrance to the Development and any communal areas as may be reasonable in the opinion of the Owner to inform Occupiers that Parking Permits will only be granted to the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 3 The Owner shall place and retain notices at the entrance to the Buildings and any communal areas as may be reasonable in the opinion of the Owner to employees and users of the Buildings that Parking Permits will only be granted to the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 and to a Returning Resident.

- 4 On first Occupation of the Development, and in perpetuity, to maintain a management system to ensure that the provisions of this Part 2A of this Schedule 4 are complied with unless and until such time that responsibility of such management system is transferred to a management company.

Schedule 4 / Part 2B

Car Parking

The Owner covenants to the Council as follows:

1. To provide eighteen (18) accessible car parking spaces for the residential users of the Development who possess a disabled person's badge and one (1) accessible space for the non-residential use of the Development.
2. To provide at the Owner's own cost, a Car Club parking bay on Vincent Street.
3. To provide each resident of the Development three years' free premium membership of the Car Club that operates the Car Club parking bay on Vincent Street and £50 driving credit to use with the said Car Club.

Schedule 4 / Part 3

Local Labour

- 1.1 The Owner agrees that it is important to ensure the benefits of the construction of the Development are realised in terms of the development, support and sustainability of local labour.
- 1.2 During the construction phase the Owner covenants to the Council as follows:
- 1.2.1 to set up an inception meeting as soon as is reasonably practicable before Implementation with Our Newham Work to provide for the effective delivery of the requirements of the local labour provisions;
 - 1.2.2 to use Reasonable Endeavours to ensure recruitment of Local Residents in connection with the construction of the Development achieves the following targets:
 - (i) no less than 35% local employment on the construction phase of the Development;
 - (ii) the recruitment of workers from ethnically diverse communities, women and those with declared disabilities;
 - (iii) at least 1 (one) new start Apprentice (Local Resident) per £5m of total construction contract value (the estimated build cost is £64.3 million), targeting 18-30 year olds who are currently unrepresented in the constructing industry; and
 - (iv) a paid London Living Wage internship target of 1 (one) per £10m of total construction contract value, targeting 18-30 year olds who are currently underrepresented.
 - 1.2.3 to pay directly employed and supply chain staff the minimum of the London Living Wage.
 - 1.2.4 to ensure that the recruitment described in paragraph 1.2.2 of this Part shall occur through the following processes:
 - (i) to provide prior notice to the Council's provider Our Newham Work with advance notice of the Development's construction value and range of job and Apprenticeship opportunities as soon as the information is available;
 - (ii) to work with the Council's provider Our Newham Work to agree which jobs, Apprenticeship opportunities shall be filled by Our Newham Work (e.g. labouring, plant operations, general working at heights, security

etc.) and which jobs are specialist and recruited elsewhere and thereafter to place individuals accordingly;

- (iii) once agreed, all appropriate job and Apprenticeship opportunities shall be placed with Our Newham Work; and
- (iv) the Owner shall work with Our Newham Work to identify appropriate training to prepare residents for job opportunities which will become available in relation to Implementation.

- 1.2.5 to provide a named officer on behalf of the Owner who shall liaise with Our Newham Work and facilitate regular meeting slots for onsite meetings to enable Our Newham Work to promote their service to onsite contractors.
- 1.2.6 to allow Our Newham Work (subject to giving reasonable prior written notice) to have a regular presence on the Site.
- 1.2.7 to allow Our Newham Work to facilitate regular meeting slots to enable Our Newham Work to promote their service to on-Site contractors.
- 1.2.8 It shall be the responsibility of the Owner to use Reasonable Endeavours to ensure that all targets and requirements set out in this Schedule are discharged to all contractors, subcontractors and labour agencies (including recruitment agencies).

Supply Chain Opportunities for Newham Business

- 1.2.9 in respect of promoting the use of local supply-chain opportunities, to provide:
 - I. advance notice of the quantum and range of supply chain opportunities arising from the Implementation, to enable Council officers to alert local businesses to the forthcoming opportunities:
 - II. a named officer for liaison meeting to facilitate the above; and
 - III. information on the number of contractors being used on the Site and details of those based in Newham and neighbouring Boroughs of Barking & Dagenham, Hackney, Tower Hamlets and Waltham Forest, such information to include:
 - a) the name and postcode of contractor/supplier; and
 - b) basic details and value of contract (e.g. supply of concrete - £1,000).

Monitoring of employment

- 1.2.10 The Owner shall produce quarterly monitoring reports to the Council's nominated officer in the form previously advised by the Council for matters set out in this Part.

1.2.11 The Owner shall provide Our Newham Work with quarterly monitoring information detailed below:

- (i) overall number of people employed on the Site;
- (ii) number and percentage of Newham residents employed on the Site;
- (iii) Newham residents' data to include the following (based on residents supplying the information on an informed and voluntary basis):
 - (aa) percentage of those that were previously unemployed, broken down as follows:
 - i. less than 6 months;
 - ii. 6 – 12 months;
 - iii. 1 year plus;
- (iv) length of residency in Newham:
 - (aa) less than 6 months;
 - (bb) 6 -12 months;
 - (cc) 1 – 5 years;
 - (dd) 5 years+
- (v) ethnicity;
- (vi) gender;
- (vii) disability; and
- (viii) sexual orientation.

PROVIDED THAT this information is provided voluntarily by the Local Residents concerned and that such obligation shall not be required where it would be unlawful for the Owner to provide or process it, except where a recognised exemption justified the collection of the information by the Council.

Schedule 4 / Part 4

Highway Obligations

- 1.1 The Owner covenants to enter into a Highways Agreement for the carrying out of the Highway Works within 6 (six) months of the date of Implementation of Development.

- 1.2 The Owner covenants with the Council not to first Occupy or permit Occupation of any of the Buildings until the Council's engineer has issued a Part 1 Certificate pursuant to the Highways Agreement.

**Schedule 4 / Part 5
Travel Plan**

1. The Owner covenants with the Council:
 - 1.1 to submit to the Council for its written approval a Travel Plan in relation to the entire Development no later than 3 months prior to Occupation;
 - 1.2 to monitor and review the Travel Plan, and to provide statements on the progress and compliance with the Travel Plan to the Council on the following anniversaries of the date of Implementation:
 - 1.2.1 the first anniversary
 - 1.2.2 the third anniversary; and
 - 1.2.3 the fifth anniversary.

Schedule 4 / Part 6

Affordable Housing Provision

- 1 The Owner covenants with the Council:
- (a) not to Implement the Development until it has submitted to the Director and obtained written approval for the details of the location, type, size, mix and tenure for the Affordable Housing Units in accordance with this Deed and the Planning Permission;
 - (b) constructed and Practically Completed the Affordable Housing Units in accordance with the Planning Permission and Agreed Mix to the reasonable satisfaction of the Council;
 - (c) retain the Agreed Mix in perpetuity save where otherwise agreed by the Council;
 - (d) make the Affordable Housing Units ready for Occupation to the reasonable satisfaction of the Director;
 - (e) provide Affordable Housing Units that meet or exceed the standards of the London Plan and GLA design guidance;
 - (f) if not already transferred to a Registered Provider, transfer the unencumbered freehold or grant a leasehold interest for a term of not less than 125 years at a peppercorn rent of the Affordable Housing Units to one or more Registered Provider (and serve evidence of such upon the Director);
 - (g) not to allow or permit the Affordable Housing Units to be Occupied other than as Affordable Housing or used otherwise than pursuant to the functions of a Registered Provider or the Council;

Nominations

- (h) not to permit the Affordable Housing Units to be beneficially Occupied until (in respect of Affordable Housing not subject to GLA grant funding) nomination arrangements are in place between the Council and the agreed Registered Provider in accordance with the Newham Nominations Agreement or (in

respect of Affordable Housing subject to GLA funding) the Owner has fulfilled the requirements of any applicable GLA allocations policy;

London Affordable Rented Housing

(i) that London Affordable Rented Housing shall be Occupied by an Eligible Renter and shall be for use as London Affordable Rented Housing only;

(j) that no leasehold or tenancy interest will be granted in respect of any London Affordable Rented Housing Units unless it is to, at the time that the interest is granted, an Affordable Housing Provider or an Eligible Renter.

Schedule 4 / Part 7

Agreed Mix

LONDON AFFORDABLE RENT UNITS (147 RESIDENTIAL UNITS)

Sutton Yard 65 Goswell Road
London EC1V 7EN

+44 (0) 20 7380 0382
jesticowhiles.com
architecture + interior design
london + prague

Revision	Date	Comments	Rev by:	Checked
P01	22.06.22	Issued for Information	AVL	
P02	18.07.22	Issued for Information	AVL	
P03	01.08.22	Issued for Information	AVL	
P04	12.08.22	Issued for Information	AVL	
P05	25.10.22	Planning	AVL	
P06	28.10.22	Stage 3	AVL	
P07	23.02.23	Planning CIL	AVL	

3117 Canning Town Estates Regeneration - Vincent Street Site
Detailed Accommodation Schedule

The areas are approximate and all decisions based upon this schedule should include design development, accurate site surveys, third party input, who have not been consulted regarding the detail of this proposal, construction methods and materials or tolerances, and any rights of light negotiations.

The consultant team have considered the proposals in outline, however a full co-ordination process to incorporate structure, risers and other services will need to be undertaken during the detailed design stage of the project that may impact upon the design and thus the areas.

Document no. 3117-SA-0002

Block	Number	Level	Occupancy	Tenure	Bedrooms	Category M4(3) [M4(2) if blank]
A	A.01.01	Lvl 01	3B/5P	AR	3	
A	A.01.02	Lvl 01	3B/5P	AR	3	
A	A.01.03	Lvl 01	1B/2P	AR	1	
A	A.01.04	Lvl 01	3B/5P	AR	3	
A	A.01.05	Lvl 01	3B/5P	AR	3	
A	A.02.01	Lvl 02	3B/5P	AR	3	
A	A.02.02	Lvl 02	3B/5P	AR	3	
A	A.02.03	Lvl 02	1B/2P	AR	1	
A	A.02.04	Lvl 02	3B/5P	AR	3	
A	A.02.05	Lvl 02	3B/5P	AR	3	
A	A.03.01	Lvl 03	3B/5P	AR	3	
A	A.03.02	Lvl 03	3B/5P	AR	3	
A	A.03.03	Lvl 03	1B/2P	AR	1	
A	A.03.04	Lvl 03	3B/5P	AR	3	
A	A.03.05	Lvl 03	3B/5P	AR	3	
A	A.04.01	Lvl 04	3B/5P	AR	3	
A	A.04.02	Lvl 04	2B/4P	AR	2	
A	A.04.03	Lvl 04	1B/2P	AR	1	
A	A.04.04	Lvl 04	1B/2P	AR	1	
A	A.04.05	Lvl 04	3B/5P	AR	3	
A	A.05.01	Lvl 05	3B/5P	AR	3	
A	A.05.02	Lvl 05	2B/4P	AR	2	
A	A.05.03	Lvl 05	1B/2P	AR	1	
A	A.05.04	Lvl 05	1B/2P	AR	1	
A	A.05.05	Lvl 05	3B/5P	AR	3	
A	A.06.01	Lvl 06	3B/5P	AR	3	
A	A.06.02	Lvl 06	2B/4P	AR	2	
A	A.06.03	Lvl 06	1B/2P	AR	1	
A	A.06.04	Lvl 06	1B/2P	AR	1	
A	A.06.05	Lvl 06	3B/5P	AR	3	
A	A.07.01	Lvl 07	3B/5P	AR	3	
A	A.07.02	Lvl 07	2B/4P	AR	2	
A	A.07.03	Lvl 07	1B/2P	AR	1	
A	A.07.04	Lvl 07	1B/2P	AR	1	
A	A.07.05	Lvl 07	3B/5P	AR	3	
A	A.08.01	Lvl 08	3B/5P	AR	3	
A	A.08.02	Lvl 08	2B/4P	AR	2	
A	A.08.03	Lvl 08	1B/2P	AR	1	
A	A.08.04	Lvl 08	1B/2P	AR	1	
A	A.08.05	Lvl 08	3B/5P	AR	3	
B	B.00.01	Lvl 00	3B/5P	AR	3	
B	B.00.02	Lvl 00	3B/5P	AR	3	
B	B.00.03	Lvl 00	3B/5P	AR	3	
B	B.00.04	Lvl 00	3B/5P	AR	3	
B	B.00.05	Lvl 00	3B/5P	AR	3	
B	B.00.06	Lvl 00	3B/5P	AR	3	
B	B.00.07	Lvl 00	3B/5P	AR	3	
B	B.00.08	Lvl 00	3B/5P	AR	3	
B	B.02.01	Lvl 02	4B/6P	AR	4	
B	B.02.02	Lvl 02	3B/4P	AR	3	Yes
B	B.02.03	Lvl 02	1B/2P	AR	1	
B	B.02.04	Lvl 02	2B/3P	AR	2	Yes
B	B.03.01	Lvl 03	4B/6P	AR	4	
B	B.03.02	Lvl 03	3B/4P	AR	3	Yes
B	B.03.03	Lvl 03	1B/2P	AR	1	
B	B.03.04	Lvl 03	2B/3P	AR	2	Yes
B	B.03.05	Lvl 03	3B/5P	AR	3	
B	B.03.06	Lvl 03	3B/5P	AR	3	
B	B.03.07	Lvl 03	3B/5P	AR	3	
B	B.03.08	Lvl 03	3B/5P	AR	3	
B	B.04.01	Lvl 04	4B/6P	AR	4	
B	B.04.02	Lvl 04	3B/4P	AR	3	Yes
B	B.04.03	Lvl 04	1B/2P	AR	1	
B	B.04.04	Lvl 04	2B/3P	AR	2	Yes
B	B.04.05	Lvl 04	3B/5P	AR	3	
B	B.04.06	Lvl 04	3B/5P	AR	3	
B	B.05.01	Lvl 05	2B/4P	AR	2	
B	B.05.02	Lvl 05	1B/2P	AR	1	
B	B.05.03	Lvl 05	2B/3P	AR	2	Yes
B	B.06.01	Lvl 06	2B/4P	AR	2	
B	B.06.02	Lvl 06	1B/2P	AR	1	
B	B.06.03	Lvl 06	2B/3P	AR	2	Yes

C	C.00.01	Lvl 00	4B/6P	AR	4	
C	C.00.02	Lvl 00	3B/6P	AR	3	
C	C.00.03	Lvl 00	3B/6P	AR	3	
C	C.00.04	Lvl 00	4B/6P	AR	4	
C	C.02.01	Lvl 02	3B/5P	AR	3	
C	C.02.02	Lvl 02	3B/5P	AR	3	
C	C.02.03	Lvl 02	2B/4P	AR	2	
C	C.02.04	Lvl 02	3B/5P	AR	3	
C	C.02.05	Lvl 02	1B/2P	AR	1	
C	C.03.01	Lvl 03	3B/5P	AR	3	
C	C.03.02	Lvl 03	3B/5P	AR	3	
C	C.03.03	Lvl 03	2B/4P	AR	2	
C	C.03.04	Lvl 03	3B/5P	AR	3	
C	C.03.05	Lvl 03	1B/2P	AR	1	
C	C.04.01	Lvl 04	3B/5P	AR	3	
C	C.04.02	Lvl 04	3B/5P	AR	3	
C	C.04.03	Lvl 04	2B/4P	AR	2	
C	C.04.04	Lvl 04	3B/5P	AR	3	
C	C.04.05	Lvl 04	1B/2P	AR	1	
C	C.05.01	Lvl 05	3B/5P	AR	3	
C	C.05.02	Lvl 05	3B/5P	AR	3	
C	C.05.03	Lvl 05	2B/4P	AR	2	
C	C.05.04	Lvl 05	3B/5P	AR	3	
C	C.05.05	Lvl 05	1B/2P	AR	1	
D	D.00.01	Lvl 00	3B/6P	AR	3	
D	D.00.02	Lvl 00	3B/5P	AR	3	
D	D.00.03	Lvl 00	3B/6P	AR	3	
D	D.00.04	Lvl 00	4B/6P	AR	4	
D	D.02.01	Lvl 02	1B/2P	AR	1	
D	D.02.02	Lvl 02	2B/3P	AR	2	Yes
D	D.02.03	Lvl 02	1B/2P	AR	1	
D	D.02.04	Lvl 02	1B/2P	AR	1	
D	D.02.05	Lvl 02	2B/4P	AR	2	
D	D.02.06	Lvl 02	2B/4P	AR	2	
D	D.03.01	Lvl 03	1B/2P	AR	1	
D	D.03.02	Lvl 03	2B/3P	AR	2	Yes
D	D.03.03	Lvl 03	1B/2P	AR	1	
D	D.03.04	Lvl 03	1B/2P	AR	1	
D	D.03.05	Lvl 03	2B/4P	AR	2	
D	D.03.06	Lvl 03	2B/4P	AR	2	
D	D.04.01	Lvl 04	1B/2P	AR	1	
D	D.04.02	Lvl 04	2B/3P	AR	2	Yes
D	D.04.03	Lvl 04	1B/2P	AR	1	
D	D.04.04	Lvl 04	1B/2P	AR	1	
D	D.04.05	Lvl 04	2B/4P	AR	2	
D	D.04.06	Lvl 04	2B/4P	AR	2	
D	D.05.01	Lvl 05	1B/2P	AR	1	
D	D.05.02	Lvl 05	2B/3P	AR	2	Yes
D	D.05.03	Lvl 05	1B/2P	AR	1	
D	D.05.04	Lvl 05	1B/2P	AR	1	
D	D.05.05	Lvl 05	2B/4P	AR	2	
D	D.05.06	Lvl 05	2B/4P	AR	2	
D	D.06.01	Lvl 06	1B/2P	AR	1	
D	D.06.02	Lvl 06	2B/3P	AR	2	Yes
D	D.06.03	Lvl 06	1B/2P	AR	1	
D	D.06.04	Lvl 06	1B/2P	AR	1	
D	D.06.05	Lvl 06	2B/4P	AR	2	
D	D.06.06	Lvl 06	2B/4P	AR	2	
D	D.07.01	Lvl 07	1B/2P	AR	1	
D	D.07.02	Lvl 07	2B/3P	AR	2	Yes
D	D.07.03	Lvl 07	1B/2P	AR	1	
D	D.07.04	Lvl 07	1B/2P	AR	1	
D	D.07.05	Lvl 07	2B/4P	AR	2	
D	D.07.06	Lvl 07	2B/4P	AR	2	
D	D.08.01	Lvl 08	1B/2P	AR	1	
D	D.08.02	Lvl 08	2B/3P	AR	2	Yes
D	D.08.03	Lvl 08	1B/2P	AR	1	
D	D.08.04	Lvl 08	1B/2P	AR	1	
D	D.08.05	Lvl 08	2B/4P	AR	2	
D	D.08.06	Lvl 08	2B/4P	AR	2	
E	E.00.01	Lvl 00	5B/7P	AR	5	
E	E.00.02	Lvl 00	5B/7P	AR	5	
E	E.00.03	Lvl 00	5B/7P	AR	5	
E	E.00.04	Lvl 00	5B/7P	AR	5	
E	E.00.05	Lvl 00	5B/7P	AR	5	

TOTAL

147

334

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LBN/2822



THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF NEWHAM ON BEHALF OF
STRATEGIC REGENERATION was hereto
affixed in the presence of

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A handwritten signature in black ink, consisting of a large loop followed by a horizontal line that ends in a small hook.

Authorised Signatory