

# Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990

relating to the development of The Glassmill, 1 Battersea Bridge Road, London SW11 3BG

## **Dated**

**Lockguard Limited**  
(Owner)

**Promontoria Battersea Limited**  
(Developer)

**Wandsworth Borough Council**  
(the Council)

Planning Application Reference: 2024/1322

Planning Inspectorate Reference: 6002127

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**Dated**

**2026**

**Between**

- (1) **Lockguard Limited** (a company registered in England and Wales under company registration number 02211420) whose registered office is at Aruna House, Kings Road, Haslemere, England, GU27 2QA (**the Owner**);
- (2) **Promontoria Battersea Limited** (a company registered in England and Wales under company registration number 13446738) whose registered office is at 10th Floor 5 Churchill Place, London, E14 5HU (**the Developer**); and
- (3) **The Mayor and Burgesses of the London Borough of Wandsworth** of The Town Hall, Wandsworth High Street, London SW18 2PU (**the Council**).

**Recitals**

- A The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- B The Council is also a highway authority for the purposes of the 1980 Act.
- C The Developer has the benefit of a conditional contract with the Owner and dated [ ] under which the Developer will be granted the freehold interest over the Site following the grant of Planning Permission.
- D The Developer submitted the Application to the Council which was registered on 21 May 2024 and on 3 June 2025 the Council refused the Application.
- E The Developer in consultation with the Owner lodged the Appeal with the Secretary of State against the Council's decision to refuse the Application.
- F The Appeal will be considered by an Inspector appointed by the Secretary of State, and in the event that the Inspector or the Secretary of State decide to uphold the Appeal and grant Planning Permission, the Owner, the Developer and the Council agree that the Planning Permission should be granted subject to the planning obligations set out in this Deed.
- G The Council opposes the Appeal but without prejudice to this opposition the Council agrees with the Parties that the benefits contained in this Deed should be secured subject to the Inspector confirming that each Planning Obligation constitutes a reason for granting planning permission in accordance with clause 4.3 of this Deed in the event that the Inspector allows the Appeal.
- H The Owner is the freehold proprietor of the Site which is registered with title absolute under Title Number TGL159114 which is free from encumbrances subject to those matters listed in the respected Charges Register of the title which include the Registered Leases.
- I The Owner entered this Deed with the Council in order to secure the planning obligations contained in this Deed. The Developer intends to carry out the Development in the event Planning Permission is granted.

- J The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.
- K The Council is satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

**NOW THIS DEED WITNESSES** as follows:

## **1 Definitions**

- 1.1 In this Deed (including its Schedules and Recitals) the following expressions shall, unless the context otherwise requires, have the following meanings:

**1980 Act** means the Highways Act 1980.

**1990 Act** means the Town and Country Planning Act 1990 (as amended).

**Affordable Housing** means low cost housing that will be available to persons who cannot afford to rent or buy houses generally available on the open market in accordance with the definition in Annex 2 of the NPPF.

**Affordable Housing Mix** means 54 Affordable Housing Units to be provided as Social Rented Housing Units with the following mix: **[NB – plan being prepared]**

- (a) 9 x 1 bed 2 person flats
- (b) 15 x 2 bed 3 person flats – with one (1) to be a Wheelchair User Unit
- (c) 3 x 2 bed 4 person flat
- (d) 9 x 3 bed 4 person flats and
- (e) 10 x 3 bed 5 person flats – with one (1) to be a Wheelchair User Unit
- (f) 8 x 4 bed 5 person flats – with four (4) to be a Wheelchair User Unit

or such other mix as shall be approved in writing in advance by the Council.

**Affordable Housing Plan** means Plan B.

**Affordable Housing Unit(s)** means a Residential Unit forming part of the Affordable Housing Mix which is used for Affordable Housing in accordance with this Deed as shown on the Affordable Housing Plan and reference to **Affordable Housing Unit** shall be construed accordingly.

**Affordable Workspace** means no less than 535 sq.m of office floor space (Class E) located on the first floor of the Development with the entrance to be provided off Battersea Bridge Road which shall be let at 80% of Open Market Rent.

**Air Quality Contribution** means the sum of £30,000 (Thirty Thousand Pounds) Index Linked payable by the Owner to the Council and to be used by the Council towards the cost of local actions related to the Council's air quality action plan, including promoting health messaging,

idling action events, and additional idling signage.

**Amenity Areas** means the following amenity areas within the Development as shown on drawings submitted with the Application and listed below:

- (a) Internal amenity space (224.1 sq.m) for the Occupiers of the Open Market Housing Units at level 3 (Level 03 Plan OBB-FAR-PA-ZZ-DR-A-05103 Rev 02)
- (b) Gym (225.5 sq.m for Occupiers of the Open Market Housing Units) on level 2 (Level 02 Plan OBB-FAR-PA-ZZ-DR-A-05102 Rev 02)
- (c) Internal amenity space (114 sq. m) for the Occupiers of the Affordable Housing Units on level 11 (Level 11 Plan OBB-FAR-PA-ZZ-DR-A-05111 Rev 02)
- (d) Communal roof garden (312 sq.m) including children's play area (231.5 sq.m) for Occupiers of the Affordable Housing Units at level 11 (Level 11 Plan OBB-FAR-PA-ZZ-DR-A-05111 Rev 02)
- (e) Gym (110 sq.m for Occupiers of the Affordable Housing Units) on level 11 (Level 11 Plan OBB-FAR-PA-ZZ-DR-A-05111 Rev 02)

**Amenity Areas Management Plan** means a plan to be submitted by the Owner to the Council pursuant to Schedule 6 which sets out how the Amenity Areas will be managed by the Owner for the lifetime of the Development and shall include the following matters:

- (a) access arrangements confirming that the Amenity Areas will be made available to Occupiers of the Development;
- (b) confirmation that save for the two gyms, no charge shall be levied for accessing the Amenity Areas (as distinct from management and maintenance costs included in any service charge arrangements);
- (c) confirmation that Occupiers of the Affordable Housing Units shall not have access to the gym on level 2;
- (d) inspection, cleaning and maintenance arrangements;
- (e) lighting and security arrangements; and
- (f) contact details for the management company / managing agents

**Appeal** means the appeal lodged with the Secretary of State in relation to the Application pursuant to section 78 of the 1990 Act under PINs reference 6002127.

**Application** means the application submitted to the Council and registered on 21 May 2024 for the Development under reference number 2024/1322.

**Arts Contribution** means a maximum sum of £110,000 (One Hundred Ten Thousand Pounds) Index Linked that shall be applied by the Council towards arts and cultural initiatives within the administrative area of the London Borough of Wandsworth subject to the Owner making the election under paragraph 1 of Part 2 of Schedule 10.

**Arts and Cultural Action Plan** means a plan describing how the Owner proposes to promote arts and culture as part of the Development pursuant to section 7 of the Council's Planning

Obligations SPD (adopted December 2025) including delivery arrangements, timescales a costed budget which shall not be required to exceed the value of the Arts Contribution. The plan shall be based on the Outline Arts and Culture Action Plan dated April 2024 prepared by DP9 submitted with the Application and may include:

- (a) permanent arts commissions integrated within landscaping or building features on the Site or as part of the Public Realm Improvements Works;
- (b) early activation through temporary creative projects through the development's construction phase;
- (c) support for local festivals or other programmes; and
- (d) tangible creative ways for local communities to participate and learn.

**BCIS Index** means the All In Tender Price index produced quarterly by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

**Borough Planner** means the Council's Head of Development Management for the time being or such other duly authorised officer of the Council.

**Building Standards** means the standard of construction to which the Residential Units shall be constructed as prescribed by:

- (a) Nationally Described Space Standards published by the DCLG in March 2015;
- (b) Building Regulation requirement M4(2) 'accessible and adaptable dwellings' in respect of 90% of the Residential Units; and
- (c) Building Regulation requirements M4(3)(2)(a) 'wheelchair user dwellings' in respect of 10% of the Residential Units (e.g. twelve (12) Residential Units) of which six (6) shall be Affordable Housing Units;

or such other standards of construction and/or percentage of Residential Units and/or number of Affordable Housing Units as shall be approved in writing and in advance by the Council.

**Carbon Off-Set Contribution** means a financial contribution in the sum of £157,917 (One Hundred and Fifty Seven Thousand Nine Hundred and Seventeen Pounds ) Index Linked or such lesser sums as may be determined in accordance with paragraph 5 of Schedule 2 and which shall be used by the Council towards the delivery of carbon dioxide savings in the London Borough of Wandsworth.

**Car Club** means a scheme for sharing private car facilities to be made available to Occupiers of the Development in accordance with the provisions of Part 3 of Schedule 4 of this Deed.

**Car Club Operator** means the operator of the Car Club appointed by the Owner and which will be responsible for the operation of the Car Club including bookings and charges.

**Category A Fit Out** means a fit-out providing a basic finished shell suitable for occupation, including floor finishes, ceilings, lighting, heating, ventilation, power, digital connectivity and WC facilities, but excluding tenant-specific fixtures and fittings.

**Chargee** means:

- (a) a mortgagee or chargee of an Affordable Housing Unit; or
- (b) a mortgagee or chargee or any receiver (including an administrative receiver) or administrator appointed by such mortgagee or chargee of the Registered Provider or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (including a housing administrator) of an Affordable Housing Unit.

**CIL Regulations** means the Community Infrastructure Levy Regulations 2010 (as amended).

**Commencement of Development** means the carrying out of the first material operation of the Development as defined in Section 56(4) of the Act pursuant to the Planning Permission save that for the purpose of this Deed only the following shall not constitute Commencement of Development;

- (a) works of demolition;
- (b) site clearance and preparation, site reclamation, preliminary landscaping, service diversions or decommissioning, laying of services and other works of site establishment preparatory to the commencement of construction;
- (c) ground condition investigations including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling) and to determine the location of utilities and drainage;
- (d) archaeological investigations or archaeological works;
- (e) ecological survey and mitigation works;
- (f) remedial work in respect of any contamination or other adverse ground conditions;
- (g) the temporary display of site notices or advertisements
- (h) pegging out and the erection of any temporary means of enclosure, fencing, scaffolding or hoardings;
- (i) construction of temporary structures
- (j) construction of site accommodation compounds;
- (k) erection of security measures and/or lighting
- (l) necessary health, safety and welfare works identified in readiness for permanent works; and
- (m) noise attenuation works;

and **Commence** and **Commenced** shall be construed accordingly.

**Community Space** means no less than 274 sq.m GIA of community floor space (Class F2) located to the rear lower ground, ground and first floors of the Development with the entrance to be off Battersea Bridge Road and which shall be use in accordance with Part 2 of Schedule 8.

**Contributions** means the contributions payable by the Owner to the Council under this Deed.

**Confirmatory Deed** means a deed in a form agreed between the Owner and the Council confirming that the land subject to the deed is bound by the covenants of but subject to the terms of this Deed.

**Controlled Parking Zone** means an area or areas where the Council has introduced or introduces after the date of this Deed restrictions on parking for non-permit holders on the public highway during certain times of the day or during the week.

**Council's EDO** means the Council's Economic Development Officer.

**Deed** means this deed of agreement.

**Defects Liability Period** means such period of time following Practical Completion in which a contractor may be required to remedy defects under any building contract for the Development.

**Development** means the comprehensive redevelopment of the Site to include demolition of existing building and erection of a part 10 storey, part 28 storey building (plus ground floor and basement levels) comprising residential use (Class C3), office use (Class E), community use (Class F2), and a restaurant (Class E), with associated car parking, cycle parking, public realm, landscaping and other associated works.

**Disabled Person's Badge** means a badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

**Eligible Households** means households whose needs are not met by the market having regard to local incomes and local house prices and in the case of Affordable Housing Units, a person in need of Affordable Housing in the area administered by the Council (in its capacity as Housing Authority) and who meets the criteria and objectives for being in need of Affordable Housing as published by the Council in the '*Wandsworth Housing Needs Assessment*' or equivalent replacement statement at the date of the relevant letting;

**Eligible Affordable Workspace Tenants** means 'Small and Medium Enterprises' (SMEs) or early businesses within the cultural, creative, digital, and food and drink industries

**Energy Monitoring Portal** means the 'Be seen' webpage of the GLA's website and the email address [ZeroCarbonPlanning@london.gov.uk](mailto:ZeroCarbonPlanning@london.gov.uk), or any other such method of submission that may replace this.

**Energy Strategy** means the Energy Statement approved by the Council produced on behalf of the Owner by Ridge dated February 2025 and submitted as part of the Application.

**First Occupation** means the first Occupation of any part of the Development and references to **First Occupy** or **First Occupied** shall be construed accordingly.

**Flood Defence Structure** means that part of the existing flood defence structure in the Thames River that is adjacent to the Site and shown on Plan E which is owned and maintained by a third party known as Thames Walk Residents Association Limited.

**GLA** means the Greater London Authority or any successor in statutory function.

**Healthcare Contribution** means the sum of £30,000 (Thirty Thousand Pounds) Index Linked to fund capacity enhancements to Bridge Lane Group Practice or an alternative GP agreed with the Council within 3 kilometres of the Site.

**Healthy Street Corridor Improvements** means the improvements to include a new signalised pedestrian and cycle crossing point west of the Site and the introduction of the fully separated cycle lane with a filter lane on the western side of the carriageway and the resurfacing of the footway on both sides of road west of the site as shown on TfL drawing [ST-PJ732C-ARC-010-10-DRG-HE-00001 Rev P01].

**Highway Works** means the works for the reconstruction of the highway and footways section adjacent to the Site's boundaries as shown on Plan C and the Public Realm in accordance with the Public Realm Improvements Works Specification that is required under paragraph 1 of Schedule 5

**Highways Agreement** means an agreement or agreements entered into by the Owner and the Highways Authority (and where there is any proposed dedication of land under section 38 of the 1980 Act the registered owner of any land upon which works are to be carried out and dedicated as highway) under section 278 of the 1980 Act and pursuant to Schedule 5 to secure the delivery of the Highway Works (together with securing the cost of making any Traffic Management Orders which may be required).

**Homes England** means the non-departmental public body responsible for creating thriving communities and affordable homes in England or such other body that may replace it.

**Index Linked** means index linking of the Contributions specified in this Deed to be increased from the date of this Deed to the date of payment by reference to the BCIS Index as follows:

D = A x C/B where:

A = the contribution or part thereof specified in this Deed in pounds sterling;

B = the BCIS Index figure last published at the date of this Deed;

C = the BCIS Index figure last published at the date that A is payable; and

D = the quantum of money expressed in pounds sterling required to be paid to the Council,

PROVIDED THAT if the BCIS Index ceases to be compiled and published the said formula shall be applied *mutatis mutandis* (so far as it concerns periods after the BCIS index has ceased to be compiled and published) by reference to such other index or publication as may be agreed from time to time with the Council.

**Interest Rate** means 3 (three)% above the Bank of England base rate.

**Local Area** means the administrative area of the London Borough of Wandsworth (or such other area as may be agreed in writing between the Parties).

**Local Businesses** means businesses that are located in and/or conduct a significant part of their business in the Local Area.

**Local People** means people who are ordinarily resident in the Local Area.

**Local Employment Agreement** means the Local Employment Agreement set out in Part 2 of Schedule 7 to be adhered to by the Council and the Owner pursuant to Part 1 of Schedule 7.

**Local Employment Skills and Training Contribution** means the sum of £152,036.50 (One Hundred and Fifty Two Thousand and Thirty Six Pounds and Fifty Pence Index Linked payable by the Owner to the Council in accordance with Part 4 of Schedule 7.

**London Plan** means the London Plan published in March 2021.

**London Plan Annual Monitoring Report** means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy.

**Monitoring Fee** means the sum of £ 21,456 (Twenty-One Thousand Four Hundred and Fifty Six Pounds) Index Linked payable by the Owner to the Council to be used by the Council for the purpose of monitoring and administering the implementation of the Planning Obligations in this Deed.

**Occupation** means occupation of any part of the Development pursuant to the Planning Permission (or such elements of the Development as may be specified) except occupation for construction or for fitting out or for security or for marketing or repair and "Occupy", "Occupier" and "Occupied" shall be construed accordingly.

**Occupational Therapist – Specialist Housing** means the individual employed by the Council from time to time in the role of occupational therapist (such individual to accredited by the College of Occupational Therapist or its successor body).

**Open Market Housing Unit** means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units.

**Open Market Rent** means in relation to the Affordable Workspace the best rent at which the Affordable Workspace might reasonably be expected to let at, in the open market, at the occupation date, on terms which are consistent with the Code for Leasing and Business Premises in England and Wales 2007.

**Parties** means the parties to this Deed.

**Plan A** means the site location plan marked "Plan A" attached to this Deed.

**Plan B** means the affordable housing plans marked "Plan B" attached to this Deed.

**Plan C** means the Highway Works plan marked "Plan C" attached to this Deed.

**Plan D** means the plans showing the Wheelchair User Units and marked "Plan D" attached to this Deed [NB – plan being prepared]

**Plan E** [Flood defence structure]. [NB – approach TBC]

**Planning Obligations** means the planning obligations and restrictions in Schedule 2 to Schedule 12 (inclusive) of this Deed.

**Planning Permission** means planning permission granted for the Development pursuant to the Appeal.

**Play Space Contribution** means the sum of £147,300 (One Hundred Forty-Seven Thousand Three Hundred Pounds) Index Linked for the provision, improvement and/or upgrade of play spaces within a 1,500m walking distance from the Site.

**Practical Completion** means the substantial completion of the Development whereupon a certificate of sectional practical completion is issued by the Owner's architect or other suitably qualified professional and in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or other suitably qualified professional and "Practically Complete" and "Practically Completed" shall be construed accordingly.

**Preferred AHP** means any or each of the following (as the context so requires):

- (a) A2 Dominion;
- (b) London and Quadrant Housing Trust
- (c) Metropolitan Thames Valley;
- (d) Notting Hill Genesis;
- (e) Octavia Housing;
- (f) Southern Housing;
- (g) PA Housing;
- (h) Peabody Trust; and
- (i) Wandle Housing Association.

**Provider** means an organisation other than a "Registered Provider" which provides Affordable Housing and as may be approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

**Public Realm** means the provision of the public realm improvements on the areas shown on Plan [C].

**Public Realm Improvements Works Specification** means the scheme(s) setting out the detailed design, specification and timing for the delivery of the Public Realm which shall be generally in accordance with the landscape drawing 2171-EXA-ZZ-GF-DR-L-00101 Rev 2 that sets out the detail of the proposed improvements in this location, which shall include changing the current level differences, planting, steps, and informal seating and is annexed to this Deed.

**Registered Leases** means the long term leases registered at the Land Registry and having Title Number SGL510039, TGL2279, TGL26882, TGL2770, TGL278917, TGL2975, TGL33056, TGL45814, TGL4725, TGL5675, TGL6266, TGL7052, TGL7508, TGL7534, TGL7550, TGL7840, TGL8492, TGL9705.

**Registered Provider** means (1) a Preferred AHP, or (2) a registered provider of social housing as defined in Section 80(2)(a) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) and as registered with Homes England,

and approved in writing by the Council (such approval not to be unreasonably withheld or delayed) or (3) a Provider.

**Reasonable Endeavours** means in relation to the Owner's obligations to do what a reasonable and prudent person acting properly in their own commercial interest and applying their minds to their contractual obligation would do to achieve the desired outcomes.

**Rent Guidance** means the Rent Standard 2020 published by the Regulator of Social Housing or such other replacement guidance or direction or legislation.

**Reportable Unit** means a Reportable Unit (Residential) or Reportable Unit (Non-Residential).

**Reportable Unit (Non-Residential)** means either a single unit of occupation within the Development that is put to non-residential use (but excluding the energy centre) or all of the non-residential units of occupation (excluding the energy centre) within the Development.

**Reportable Unit (Residential)** means all of the Residential Units within the Development or groups of five or more flats within the Development.

**Residential Units** means the Affordable Housing Units and the Open Market Housing Units to be constructed as part of the Development.

**Site** means the land known as the Glassmill, 1 Battersea Bridge Road, London SW11 3BG and shown for the purpose of identification only outlined in red on Plan A.

**Social Rented Housing** means rented housing owned, let and managed by local authorities or Registered Providers in accordance with the Rent Guidance which units are to remain as such for future Eligible Households whilst let by a local authority or Registered Provider or such replacement for social rent as may be in force and "Social Rented Housing Units" shall be construed accordingly.

**TfL Contribution** means the sum of £436,812 (Four Hundred Thirty-Six Thousand Eight Hundred and Twelve Pounds) Index Linked to enable TfL to deliver the Healthy Street Corridor Improvements.

**Thames Riverwall Enhancements** means a scheme of improvements to the Flood Defence Structure to mitigate the impacts of additional shading on the adjacent tidal frontage and River Thames SMINC foreshore and intertidal sediment resulting from the Development. **It is agreed that the scheme based on timber fenders would be acceptable.**

**Travel Plan** means the travel plan approved by the Council under paragraph 1 of Part 2 of Schedule 4 and which shall be substantially the same as the framework travel plan produced on behalf of the Owner by Velocity Transport Planning Ltd dated October 2024 and submitted as part of the Application.

**Travel Plan Monitoring Contribution** means the sum of £730.00 (Seven Hundred and Thirty Pounds) Index Linked which the Council shall use to monitor the compliance with the Travel Plan for the first five (5) years following First Occupation.

**Wheelchair User Units** means the twelve Residential Units shown on Plan D which shall be constructed to comply with Part M4(3) of the Building Regulations 2015 (incorporating the 2016 amendments). **[NB – Plan being prepared]**

**Working Days** means Monday to Friday inclusive but excluding days which are public holidays.

## **2 Interpretation**

- 2.1 Reference in this Deed to a Clause, paragraph, Recital, Schedule or Plan means a Clause, paragraph, Recital, Schedule or Plan in (or in the case of a Plan, attached to) this Deed.
- 2.2 Headings in this Deed are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Deed.
- 2.3 In this Deed where the context so admits:
- (a) words importing one gender shall include all other genders; and
  - (b) words importing the singular shall include the plural and vice versa.
- 2.4 Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.5 Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed.
- 2.6 References in this Deed to the Owner shall include reference to its successors in title and persons deriving title through or under it.
- 2.7 References in this Deed to the Council shall include any successor to the Council as local planning authority or local highways authority.

## **3 Legal Basis**

- 3.1 This Deed is made under:
- (a) Section 106 of the 1990 Act;
  - (b) Section 111 of the Local Government Act 1972;
  - (c) Section 16 of the Greater London Council (General Powers) Act 1974 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the Act);
  - (d) Section 1 of the Localism Act 2011 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the Act); and
  - (e) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (only in respect of any provisions of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act).
- 3.2 Subject to Clauses 4 and 8, this Deed is made pursuant to the 1990 Act and both the positive and restrictive covenants and undertakings herein on the part of the Owner pursuant to

Section 106 of the 1990 Act or otherwise are entered into with the intent that the same shall be enforceable as provided herein by the Council without limit of time not only against the Owner but also against their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner a freehold or leasehold or other such interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the freehold or leasehold or other such interest or estate for the time being held by that person.

#### **4 Conditionality and Effect**

4.1 Subject to Clause 4.2, this Deed comes into effect on the date hereof.

4.2 The obligations, covenants and restrictions in this deed are conditional upon:

- (a) the grant of the Planning Permission by the Secretary of State; and
- (b) the Commencement of the Development,

save to the extent that any provision in this Deed requires performance prior to Commencement of Development then it shall take effect on the date therein specified.

4.3 If the Inspector concludes that any planning obligation contained within this Deed is incompatible with one or more of the tests for planning obligations set out at Regulation 122 of the CIL Regulations and accordingly attaches no weight to the obligation in determining the Appeal then the relevant obligation shall, from the date of the Inspector's decision letter, cease to have any legal effect and the Owner shall be under no obligation to comply with the obligation but such cancellation shall not affect the validity or enforceability of the remaining provisions of this Deed.

4.4 It is hereby agreed that if the Planning Permission shall be quashed, revoked, or otherwise withdrawn (without the consent of the Owner) then this Deed and the obligations in this Deed shall cease to have effect.

4.5 In the event of any of those matters referred to in Clause 4.3 occurring the Council shall upon receiving a written request from the Owner to do so cancel any entries made in the register of Local Land Charges and Land Registry in respect of this Deed and supply evidence of the same to the Owner within 15 Working Days of such request.

#### **5 General Provisions**

5.1 The covenants on behalf of the Owner or Owner and the Council hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry by the Council for the purposes of the Local Land Charges Act 1975.

5.2 Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by it of its statutory functions and the rights, powers, duties and obligations of the Council under private or public statutes, bye-laws, orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.

5.3 The Owner covenants with the Council so as to bind its interests in the Site to observe and perform the Planning Obligations.

- 5.4 The Council will on written request from the Owner and on payment of its reasonable and proper costs and expenses use its reasonable endeavours to certify within 15 (fifteen) Working Days whether or not an obligation under this Deed has been satisfied.
- 5.5 Nothing in this Deed shall be construed as granting consent under the 1980 Act to the Owner or Owner or their agents or servants from time to time to carry out works on a highway for which the Council is the highway authority.
- 5.6 The Owner agrees that subject to Commencement of Development it will give the Council written notice of any change in ownership of their interests in the Site before all the Planning Obligations have been discharged and that such notice will be provided to the Council within 15 (fifteen) Working Days of such changes occurring (excluding persons referred to at clauses 8.2 or 8.3). Such written notice will give the Council details of the name and address of the current and new owner(s) of such interests together with details of the Site to which each of their interests apply.
- 5.7 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State upon appeal or reference to him after the date of this Deed.
- 5.8 Following the performance and full satisfaction of all the terms of this Deed the Council will on the written request of the Owner cancel all entries made in the Local Land Charges Register in respect of this Deed.

## **6 Verification and Enforcement**

The Owner shall permit the Council and authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

## **7 Disputes**

- 7.1 In the event of any dispute or difference arising between the Parties such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares. A person appointed pursuant to this Clause shall act as an independent expert and not an arbitrator (the **Expert**). It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter.
- 7.2 The provisions of this Clause shall not affect the ability of the Council or the Owner to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 7.3 This Clause 7 does not apply to:

- (a) disputes in relation to matters of law which will be subject to the jurisdiction of the courts; or
- (b) any dispute which may arise in relation to any matter which is expressly to be agreed or approved or determined by any party in its absolute discretion pursuant to this Deed or in relation to any failure or delay by such a party in agreeing or approving or determining any such matter.

## **8 Limit of Liability**

- 8.1 The Owner shall not be liable for any breaches of the obligations or other covenants contained in this Deed after they have parted with any relevant interest in the Site or the relevant part of it but without prejudice to the liability of the Owner or such successor for any breach subsisting prior to parting with such interest.
- 8.2 This Deed shall not be enforceable against any statutory undertaker or person who acquires any part of the Site or any interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.
- 8.3 This Deed shall not be enforceable against individual owner or occupier of a Residential Unit nor their mortgagees or chargees nor against those deriving title from them, save for the obligations relating to:
- (a) the use of Affordable Housing Units contained within paragraphs 2.5 and 2.7 of Part 1 of Schedule 3 (but subject to any exclusions therein); and
  - (b) exclusion of Controlled Parking Zones contained within Part 1 of Schedule 4.
- 8.4 Subject to the provisions of Part 2 of Schedule 3 which apply to the obligations in respect of the Affordable Housing Units only this Deed shall not be binding upon or enforceable against any Chargee (unless and until that Chargee becomes a mortgagee in possession).

## **9 Service of Notices**

Any notice, letter, approval, consent, certificate or other document given or served under the terms of this Deed shall be:

- (a) In writing; and
- (b) Sufficiently served if sent by pre-paid recorded delivery or registered post addressed in the case of the Council at the address shown in this Deed to the Borough Planner or in the case of service on the Owner addressed to The Company Secretary at the above addresses or at such other addresses as the Parties may substitute by written notice to one another from time to time.

## **10 Registration**

- 10.1 The Owner acknowledges that this Deed shall be registered by the Council in the Council's Register of Local Land Charges following the grant of Planning Permission.
- 10.2 The Owner hereby consents to the Council applying to note the Deed against the title numbers referred to in Recital (H) and at its expense to take all reasonable steps as are

necessary to assist the Council in doing so and to pay the Council's reasonable and proper costs and disbursements in respect thereof not to exceed £100.

- 10.3 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall provide such assistance as is reasonably necessary to effect the cancellation of all entries made at the Land Registry in respect of this Deed.

## **11 Monitoring**

- 11.1 The Owner shall serve advance notice on the Council at least five (5) Working Days prior to each of the matters stipulated below occurring:

- (a) The Commencement of Development;
- (b) Prior to First Occupation of the Residential Units;
- (c) Prior to First Occupation of the Community Space;
- (d) Prior to First Occupation of the Affordable Workspace;
- (e) Prior to Occupation of 50% of the Open Market Housing Units;
- (f) Prior to Occupation of 80% of the Open Market Housing Units;
- (g) Prior to Occupation of 80% of the Residential Units.

- 11.2 The Owner shall not

- (a) Commence Development until it has served the notice under Clause 11.1(a);
- (b) permit First Occupation of the Residential Units until it has served the notice under Clause 11.1(b);
- (c) permit Occupation of more than 50% of the Open Market Housing Units until it has served the notice under Clause 11.1(e);
- (d) permit Occupation of more than 80% of the Open Market Housing Units until it has served the notice under Clause 11.1(f); and
- (e) permit Occupation of more than 80% of the Residential Units until it has served the notice under Clause 11.1(g).

## **12 Interest and Indexation**

- 12.1 The Owner shall pay interest at the Interest Rate on any payment which is paid late under this Deed for the period from the date on which the payment fell due until the date on which the payment is actually made.

- 12.2 Any financial contributions payable to the Council by the Owner under this Deed that are stated to be Index Linked shall be Index Linked.

### **13 Contracts (Rights of Third Parties) Act 1999**

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

### **14 Costs**

It is acknowledged and agreed that the Developer has paid £5,000 (no VAT) towards the Council's reasonable legal and administrative costs and disbursements of preparing, negotiating and completing this Deed. The Council shall be responsible for paying its own legal and administrative costs to the extent that the total sum incurred exceeds the amount paid by the Developer.

### **15 Future Charges**

The Parties agree that no future mortgagee or chargee of the Site shall be liable under this Deed unless and until it respectively takes possession of the Site or any part of it pursuant to the relevant mortgage or charge in which case it will be bound by the obligations of this Deed as if it were a person deriving title from the Owner and FOR THE AVOIDANCE OF DOUBT such mortgagee or chargee shall not be liable for any breaches of the terms of this Deed that occur after it (as the case may be) has parted with the whole of its interest in the Site.

### **16 No Waiver**

No waiver (whether express or implied) by the Council of any breach or default by the Owner or Owner in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner or Owner.

### **17 Severability**

Each Clause, Sub-clause, Schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, Sub-clause, Schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such Clause, Sub-clause, Schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause, Sub-clause, Schedule or paragraph be valid shall apply without prejudice to any other Clause, Sub-clause, Schedule or paragraph contained herein.

### **18 Section 73 of the 1990 Act**

Where any application is made to vary the Planning Permission pursuant to Section 73 (or Section 73B once in force and all references to Section 73 below shall be construed to include Section 73B once in force) of the 1990 Act and any new planning permission(s) are subsequently granted by the Council unless otherwise agreed between the parties:

- (a) the obligations in this Deed (in addition to continuing to bind the relevant part of the Property in respect of the Planning Permission as provided for by this Deed) shall

relate to and bind the Property in respect of any subsequent planning permission(s) granted pursuant to Section 73 of the 1990 Act;

- (b) the definitions of Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder, and the development permitted by such subsequent planning permission(s); and
- (c) this Deed shall be endorsed with the following words in respect of any such future planning permission granted pursuant to Section 73 of the 1990 Act:

*"The obligations in this Deed relate to and bind the Property in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)",*

PROVIDED THAT nothing in this Clause 18 shall fetter the discretion of the Council in determining any application(s) under Section 73 (or Section 73B once in force) of the 1990 Act or any associated planning obligations pursuant to Section 106 of the 1990 Act in so far as they are different to those contained in this Deed and required in connection with the grant of any planning permission pursuant to Section 73 of the 1990 Act whether by way of a variation to this Deed, a new Deed or a supplemental Deed pursuant to Section 106 and/or Section 106A of the 1990 Act.

## **19 Method of Payment**

- 19.1 All payments to be made under this Deed (save for the payment of the Council's legal costs payable prior to completion of this Deed under the terms of Clause 14 hereof) shall be made to the Council by BACS or CHAPS transfer.
- 19.2 In respect of the payments to be made under this Deed following each payment the Owner must submit on the occurrence of each payment or (where there are phased payments) not less than once every six months to the Council a completed Method of Payment and Compliance Certificate substantially in the form of the Method of Payment and Compliance Certificate in Schedule 14 to reflect payments made and the Council shall confirm its agreement or otherwise with such Payment Schedule in writing within 20 Working Days of receipt.

## **20 Developer's Acknowledgement**

- 20.1 The Developer consents to the completion of this Deed and acknowledges that its interest in the Site shall be bound by the terms of this Deed where it derives title through or under the Owner.
- 20.2 No Party shall be liable for any breach of this Deed relating to a part of the Site in which it does not have an interest at the time of the breach (and any interest of the Owner's under the conditional contract referred to in Recital (C) shall not be taken to be an interest for the purposes of this Clause).

## **21 Confirmatory Deed**

- 21.1 The Owner and Developer each covenant with the Council not to Commence Development unless and until:

- (a) the Owner has provided to the Council a conveyancer's certificate confirming that the Registered Leases have been surrendered or have expired;
- (b) the Land Registry closes all the Title Numbers related to the Registered Leases referenced in Recital (H); or
- (c) a Confirmatory Deed has been entered into by all persons having a leasehold interest in the Site pursuant to any of the Registered Leases having a remaining term of seven (7) years or more.

## **22 Counterparts**

- 22.1 This Deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original. Such counterparts taken together shall constitute one and the same Deed and will be effective when counterparts have been signed by each of the Parties and delivered to the other parties.
- 22.2 Electronic signatures shall be deemed to be original signatures for the purposes of this Deed and electronic signatures shall have the same legal effect as original signatures.

## **23 Jurisdiction**

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

**Schedule 1 – Plans**

Plan A:

Plan B:

Plan C:

Plan D:

Plan E:

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## Schedule 2 – Financial Contributions

- 1 The Owner covenants to pay the Council prior to Commencement:
  - (a) the Air Quality Contribution;
  - (b) the Monitoring Fee; and
  - (c) 50% of the Carbon Off-Set Contribution.
- 2 The Owner shall not Commence Development until it has paid each of the sums set out under paragraph 1 of this Schedule.
- 3 The Owner covenants to pay the Council prior to First Occupation:
  - (a) subject to paragraph 6 of this Schedule, the remaining balance of the Carbon Off-Set Contribution
  - (b) the Healthcare Contribution;
  - (c) the TfL Contribution;
  - (d) the Travel Plan Monitoring Contribution; and
  - (e) the Play Space Contribution.
- 4 The Owner shall not permit First Occupation until it has paid the sums set out under paragraph 3 of this Schedule.
- 5 The Parties agree that if the Owner submits a reassessment of the Energy Strategy prior to First Occupation and this assessment shows that carbon shortfall position in the Development has improved, the Carbon Off-Set Contribution shall be reduced by such sum as may be identified in the updated energy strategy reassessment (for the avoidance of doubt the revised the Carbon Off-Set Contribution shall be calculated in accordance with policy SI2 of the London Plan and policy LP10 of the Council's Local Plan), subject to the prior written approval of the Council.

## Schedule 3 - Affordable Housing

### Part 1 – Provision of Affordable Housing

1 The Parties agree to use reasonable endeavours to liaise with one another and the GLA to explore the possibility of securing Grant Funding. For the avoidance of doubt, the provision of Affordable Housing Units is not dependant on securing Grant Funding.

2 The Owner covenants:

2.1 not to begin construction of any Affordable Housing Units beyond shell and core level until it has confirmed with the Council the proposed Affordable Housing Provider which shall either:

(a) be a Preferred AHP; or

(b) be a Registered Provider that is:

(i) not a Preferred AHP; and

(ii) is proposed by the Owner and approved in writing by the Council

PROVIDED THAT the Owner can demonstrate to the Council's satisfaction that they have used Reasonable Endeavours to market the Affordable Housing Units for sale or lease to a Preferred AHP and the Council has approved that alternative Registered Provider in writing; or

and such proposed provider shall thereafter be referred to as the "**Approved Provider**"

2.2 to construct the Affordable Housing Units in accordance with:

(a) the Affordable Housing Mix;

(b) the Building Standards;

(c) GLA funding requirements and standards; and

(d) in relation to the Wheelchair User Units prior to Commencement of Development the Owner shall consult with the Council's Occupational Therapist on the design and layout of the Wheelchair User Units and comply with the Council's Occupational Therapist's reasonable requests;

2.3 not to Occupy more than 50 (fifty) % of the Open Market Housing Units until the Owner has:

(a) constructed or procured the construction to Practical Completion of 50 (fifty) % of the Affordable Housing Units in accordance with paragraph 2.1 of Part 1 of this Schedule; and

(b) unless otherwise agreed in writing with the Council, completed the sale or grant of a long leasehold interest (not less than 125 years) in 50 (fifty) % of the Affordable Housing Units with the Registered Provider and which is in accordance with the conditions contained in paragraphs 2.5 to 2.6 of Part 1 of this Schedule and have delivered written evidence of such disposal to the Council;

- 2.4 not to Occupy more than 80 (eighty)% of the Open Market Housing Units until the Owner has:
- (a) constructed or procured the construction to Practical Completion of all the Affordable Housing Units in accordance with paragraph 2.2 of Part 1 of this Schedule; and
  - (b) unless otherwise agreed in writing with the Council, completed the sale or grant of a long leasehold interest (not less than 125 years) in all of the Affordable Housing Units with the Registered Provider and which is in accordance with the conditions contained in paragraphs 2.5 to 2.6 of Part 1 of this Schedule and have delivered written evidence of such disposal to the Council;
- 2.5 that the conditions on which the interest in the Affordable Housing Units shall be sold or disposed of by lease shall include the following:
- (a) with good and marketable leasehold interest of not less than 125 (one hundred and twenty five) years; and
  - (b) on terms that require the Registered Provider to prepare the marketing plan to be approved by the Council in writing at least nine (9) months prior to Practical Completion of the Social Rent Housing Units that gives exclusive marketing of the Social Rent Housing Units for a three month period to Local People, such period to commence not sooner than six months prior to Practical Completion of the first Social Rent Housing Units.
- 2.6 that they will procure or ensure that any agreements or arrangements between themselves and the Approved Provider include a commitment by the Approved Provider to provide estimates of the Affordable Housing Service Charge in respect of each of the Affordable Housing Units annually for the first five years following Practical Completion of the last Affordable Housing Unit following a request from the Council for such schedule(s);
- 2.7 Subject to the provisions of Part 2 and Part 3 of this Schedule 3, not to use or Occupy the Affordable Housing Units for any purpose other than as Social Rented Housing.

## **Part 2 – Chargee's Duties**

The Parties agree that this Schedule shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units PROVIDED THAT:

- 1 such Chargee shall first give written notice to the Council of its intention to dispose of any Affordable Housing Units;
- 2 such Chargee shall have used Reasonable Endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 3 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions this Schedule, which shall determine absolutely and any persons or bodies deriving title through the charge shall not be bound by the provisions in this Schedule.

### **Part 3 – Right to Acquire**

The Parties agree that provisions in this Schedule shall cease to apply in respect of any Affordable Housing Unit in circumstances where an Occupier acquires a leasehold interest in such unit pursuant to a statutory right to acquire or voluntary equivalent.

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## **Schedule 4 – Transport**

### **Part 1 – Exclusion from Controlled Parking Zone**

The Owner covenants with the Council as follows:

- 1 not to Occupy or permit any person to Occupy the Development unless and until such person has been given advance notice in writing of the provisions in paragraph 2 below either by way of a written letter or notice or by specific reference being made in a contract for sale and purchase and/or the associated title or marketing pack of information;
- 2 to ensure that all Occupiers are notified in writing that (unless they are holders of a Disabled Person's Badge) they are prohibited from applying for a parking permit to park a vehicle on the public highway in a Controlled Parking Zone in the vicinity of the Site existing at the date of this Deed or to be introduced by the Council after the date of this Deed;
- 3 to ensure that all materials which they publish and any agreements entered into by them or their agents or for the purpose of selling or letting the Residential Units, the Community Space or the Affordable Workspace notify Occupiers of the restrictions set out in paragraph 2 above; and
- 4 it and its successors in title to the Residential Units, Community Space and Affordable Workspace hereby waive all rights and entitlement on the part of the Owner and its successors in title to a permit to park in the vicinity of the Site (unless the Occupier concerned becomes entitled to a Disabled Person's Badge) and it shall not permit any person to Occupy the Development unless such person has waived all rights and entitlement to a parking permit and where such person has been notified by the Owner in accordance with paragraphs 1 and 2 above, that person shall be taken as having waived all such rights and entitlement.

### **Part 2 – Travel Plan**

The Owner covenants with the Council as follows:

- 1 not to Occupy or Permit First Occupation of a Residential Unit unless and until the Travel Plan has been submitted and approved by the Council in writing;
- 2 following First Occupation of a Residential Unit to implement the measures, initiatives and monitoring set out in the Travel Plan;
- 3 for five (5) years from First Occupation of a Residential Unit, to provide to the Council upon reasonable request details of:
  - (a) measures and initiatives undertaken in accordance with the Travel Plan;
  - (b) implementation, management, monitoring and review tasks undertaken in accordance with the Travel Plan; and
  - (c) overall compliance with the objectives set out in the Travel Plan;
- 4 for five (5) years from First Occupation, to work constructively and positively with the Borough Planner to review and amend the Travel Plan where the objectives are not being met.

### Part 3 – Car Club

The Owner covenants with the Council as follows:

- 1 not to Occupy or cause or permit or suffer the Occupation of any of the Residential Units until such time as the Owner has entered into an agreement for a period not less than two years with the Car Club Operator to permit Occupiers of the Residential Units to become members of the Car Club and to provide a free Car Club membership for 12 months pursuant to paragraph 4 of this Schedule;
- 2 to notify the first household in Occupation of each Residential Unit within ten Working Days of their First Occupation of their entitlement to request a 12 months' free membership of the Car Club and to notify the Council in writing that they have done so;
- 3 to give the Borough Planner 15 Working Days' written notice prior to entering into an agreement with the Car Club Operator and to provide with that notice details of such Car Club Operator and the date of commencement of the Car Club;
- 4 to permit the first household in Occupation of each Residential Unit to apply for one free 12-months membership of the Car Club anytime within six (6) months of the date upon which they First Occupy the Development and to provide the applicant of the relevant Residential Unit with the 12-month Car Club membership no later than one month after the date of their written request.
- 5 If the Owner having used Reasonable Endeavours to enter into an agreement with a Car Club Operator and has been unable to find a Car Club Operator which is willing to do so on usual commercial terms and having supplied the Council with evidence in support and subject to the Council confirming in writing that this is acceptable (acting reasonably) then the Owner is released from the requirements of paragraphs 1-4 above.

## Schedule 5 – Public Realm Improvement Works

The Owner covenants with the Council as follows:

- 1 to submit the Public Realm Improvements Works Specification to the Council for its written approval prior to Commencement;
- 2 to enter into a Highways Agreement for the delivery of the Highway Works within 6 months of the Commencement Date (or such later date as may otherwise be agreed with the Council, acting reasonably);
- 3 to carry out and Practically Complete the Highway Works (in accordance with the Highways Agreement entered into pursuant to paragraph 2 of this Schedule) prior to Occupation of any Residential Unit (or such later trigger as may be reasonably agreed with the Council on account of the programme of works agreed as part of the relevant Highways Agreement);
- 4 not to Occupy any Residential Unit (or such later trigger as is reasonably agreed by the Council on account of the programme of works agreed as part of the relevant Highway Agreement) until it has Practically Completed the Highway Works accordance with the Highways Agreement entered into pursuant to paragraph 2 of this Schedule.

## **Schedule 6 – Amenity Areas Management Plan**

The Owner covenants with the Council as follows:

- 1 To submit to the Council for its written approval the draft Amenity Areas Management Plan prior to First Occupation of the Residential Units;
- 2 Not to permit First Occupation of any Residential Units until the Amenity Areas Management Plan has been approved by the Council in writing;
- 3 Once approved, to implement and undertake the requirements and actions in the Amenity Areas Management Plan for the lifetime of the Development save for any amendments that may be agreed from time to time in writing with the Council.

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## **Schedule 7 – Local Employment Agreement**

### **Part 1 – The Owners and the Council's Obligations**

The Owner and the Council covenant to discharge their respective obligations set out in the Local Employment Agreement in Part 2 of this Schedule 7.

### **Part 2 – The Local Employment Agreement**

#### **Recitals**

- A** The Owner wishes to give a high priority to helping Local People find work and improve their skills, developing a healthy local economy and community cohesion and are committed to ensuring that the Development contributes in every way possible to maximising the employment and training opportunities for Local People and Local Businesses. The Owner also recognises the wider value of supporting good practice in skills development and recruitment in furthering economic growth, competitiveness and social inclusion in line with national, regional and local policy.
- B** The purpose of this Local Employment Agreement is to set out the means by which the Owner and the Council will work together to ensure this commitment to the people in the Local Area is realised. The overall object of the provisions of this Local Employment Agreement is to maximise the business, employment and training opportunities for Local People and Local Businesses generated by the Development having due regard to the composition of the local population and the labour market challenges faced by particular groups within it in order to meet the Council's, and the Owner's and contractor's obligations under the Equality Act 2010.
- C** The Owner and the Council wish to see that jobs of all types and at all levels which are created in the Development are filled as far as is practicable by Local People.
- D** The Owner therefore covenants with the Council to use Reasonable Endeavours to meet a range of targets and undertakings linked to the Development within an agreed employment and skills plan. This sets industry recognised benchmarks for skills, employment and supply chain opportunities according to the quantum of development and nature of end use. It also provides definitions of targets, activities, area of benefit as well as supporting measures that can assist in the realisation of these objectives.
- E** The Owner recognises that the Council is the principal agency working to maximise the employment of Local People and to ensure that Local Businesses benefit and will engage with the Council's EDO accordingly.

#### **Operative Provisions**

- 1** The Owner will work with the Council's EDO to ensure that Local Businesses and suppliers are provided with information about the Development and are given the opportunity to tender for all appropriate contracts or sub-contracts that arise as a consequence of the Development.
- 2** The Owner will work with its contractors responsible for delivering the Development to raise the skills and employability of Local People through the delivery of the Employment and Skills Plan as set out in paragraph 4 below. Comprehensive information about local employment

services and other resources which are available to support the Owner's efforts will be made available to the prime contractor by the Council's EDO.

- 3 During construction a variety of technical and construction skills will be required which may not be available locally. The Owner will nonetheless ensure that its prime contractor engages Local Businesses as sub-contractors whenever possible and will work with their prime contractor to ensure that it will make all reasonable efforts to raise the skills and employability of Local People. Comprehensive information about local employment services and other resources which are available to support the Owner's efforts will be made available by the Council's EDO to the prime contractor.
- 4 The Owner shall work with the Council's EDO and other relevant partners to use Reasonable Endeavours to match the opportunities in the Employment and Skills Plan to residents of the Local Area, especially those living in the communities in close proximity to the Site subject to compliance with all relevant laws and which does not affect the efficient, viable and/or Practical Completion and ongoing operation and use of the Development and in the latter case the Owner shall on written request by the Council provide the Council with evidence and/or justification as to why compliance with this paragraph 4 is not efficient, viable and/or practical as aforesaid.
- 5 In order to achieve the stated objectives the Owner covenants with the Council that they will:
  - (a) prior to Commencement of Development provide the Council's EDO with a named contact who will be responsible for implementing the provisions of this Local Employment Agreement;
  - (b) use Reasonable Endeavours throughout the construction stages of the Development to ensure there are adequate resources to meet the provisions of this Local Employment Agreement;
  - (c) use Reasonable Endeavours to ensure that any contractors or sub-contractors appointed engage as fully as possible with the Council's EDO;
  - (d) prior to letting contracts for the construction stages of the Development to use Reasonable Endeavours to ensure that Local Businesses (including local contractors, sub-contractors and suppliers) are provided with:
    - (i) information about the Development and the provisions of this Local Employment Agreement; and
    - (ii) opportunities to tender for all appropriate contracts or sub-contracts that arise as a consequence of the Development during the construction phase and with an objective of achieving at least 20% (twenty per cent) of supplies and services to be provided by local suppliers where this is possible, practicable, commercially viable and in compliance with all relevant laws;
  - (e) ensure that the provisions of this Local Employment Agreement are reflected in an Employment and Skills Plan to be agreed with the Council's EDO prior to the Commencement of Development and is included in the tender documentation issued to their prospective contractors and sub-contractors at the tendering for work or leasing or selling the finished commercial space stage and to ensure that:

- (i) they incorporate the provisions of this Local Employment Agreement in their tender responses and commit to ensuring that Local People and Local Businesses are able to benefit directly from all employment and training activity arising from the construction of the Development;
  - (ii) any company invited by the Owner, their contractor or sub-contractors to tender for work will be given clear written details of the requirement of local employment and training and the use of Local Businesses including local contractors and sub-contractors prior to the receipt of any bid;
  - (iii) the Council's EDO is provided by the Owner, their contractors and sub-contractors and tenants with notification of all job vacancies, sub-contract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies/opportunities occur;
  - (iv) the Council's EDO will be provided with regular information regarding the numbers of residents and businesses benefiting from these opportunities, including such information as to ensure that the Council is meeting its obligations under the Equality Act 2010; and
  - (v) the Council's EDO will be provided by the Owner and their contractors, sub-contractors and tenants with a full schedule of work (including an indication of the workforce required) prior to commencement of demolition of any buildings on the Site and in more detail throughout the construction of the Development in a timely manner that allows for effective preparation by the Council's EDO to meet the provisions of this Local Employment Agreement;
- (f) subject to complying with all health and safety regulations and restrictions use Reasonable Endeavours to ensure that adequate opportunities are made available by the Owner, their contractors and sub-contractors to enable schools and other educational establishments in the Local Area to provide students with work experience and to create a positive link between schools and employers on the Development; and
- (g) use Reasonable Endeavours to secure the placement of apprenticeships during the construction stages of the Development or where this is not possible an equivalent level of employment / training benefit as agreed with the Council's EDO in the Employment and Skills Plan and on written request to provide the Council with evidence of the endeavours used to comply with this paragraph 5(g).

### **Part 3 – Employment and Skills Plan**

- 1 The Owner covenants to submit for approval in writing the Employment and Skills Plan prior to Commencement of Development.
- 2 The Council will require the Owner to use Reasonable Endeavours to collaborate with the Council's EDO in seeking agreement with the main and sub-contractors appointed in connection with the construction of the Development to participate in the Council's EDO's agreed initiatives for access to employment for local labour listed below:
  - (a) pre employment training pipelines and offering work placements for over 25's or those unable to take up apprenticeships;

- (b) advertisement of jobs within the Council's Work Match Scheme;
- (c) apprenticeships where the person is working towards a formal qualification; and
- (d) the Owner, commercial tenants, main contractor and sub-contractors to engage with the Community Employment and Skills Events i.e. job / career fairs, local community events or with partner organisations that focus on employment and skills.

#### **Part 4 – Local Employment Skills and Training Contribution**

- 1 The Owner covenants with the Council to pay the Local Employment Skills and Training Contribution to the Council prior to Commencement of Development and not to Commence Development until the Local Employment Skills and Training Contribution has been paid to the Council.
- 2 The Parties agree and acknowledge that the Local Employment Skills and Training Contribution may be reduced by one third and repaid to the Owner in the event that the Owner has been able to achieve the objectives of the Employment and Skills Plan pursuant to Part 3 of this Schedule during the course of construction of the Development and in such circumstance the Council shall repay the Owner one third of the Local Employment Skills and Training Contribution within 20 Working Days of Practical Completion of the Development
- 3 For the avoidance of doubt, any dispute as to whether a repayment is due under paragraph 2 above may be referred to an expert for determination under Clause 7 and such a dispute may be taken to have arisen if the Owner has requested a payment from the Council but has not received the required sum in full within 30 Working Days of receipt.

## **Schedule 8 – Community Space**

The Owner covenants with the Council as follows:

### **Part 1 – Community Space**

- 1 to construct and make ready for Occupation the Community Space to Category A Fit-Out standard prior to the Occupation of more than 80% of the Residential Units;
- 2 not to Occupy or permit the Occupation of more than 80% of the Residential Units unless and until the Community Space has been provided in accordance with paragraph 1 above.

### **Part 2 – Use**

- 1 not to use the Community Space other than by way of letting to a Local Area community group that is approved (acting reasonably) by the Council at a peppercorn rent in perpetuity;
- 2 not to charge a building service charge in respect of the Community Space, provided always that the occupier of the Community Space shall be responsible for all utility costs and other usual occupier outgoings (electricity, internet, contents insurance, cleaning, security etc)
- 3 to ensure the use the Community Space is restricted solely to a Local Area community group and their permitted users and for no other use without the prior written approval of the Council.

## Schedule 9 – Affordable Workspace

### Part 1 – Affordable Workspace

The Owner covenants with the Council to:

- 1 No later than three months prior to Occupation of the Affordable Workspace, or parts thereof, to submit to the Council for its approval in writing a scheme in respect of the Affordable Workspace to include:
  - (a) the hours of operation of the Affordable Workspace;
  - (b) the number of cycle storage spaces to be allocated to Eligible Affordable Workspace Tenants;
  - (c) details of landlord services (if any) to be provided to Eligible Affordable Workspace Tenants; and
  - (d) such other matters as the Council and the Owner and/or Owner may agree should be included in the Affordable Workspace Management Plan

#### **(Affordable Workspace Management Plan)**

- 2 To provide the Affordable Workspace to Category A Fit-Out standard and to ensure that it is designed and laid out to be flexible and adaptable so as to be suitable for a wide range of occupiers, including start-ups and small and medium-sized enterprises.
- 3 To make ready for Occupation the Affordable Workspace prior to the Occupation of more than 80% of the Residential Units.
- 4 To ensure that the Affordable Workspace is provided onsite and managed in accordance with the Affordable Workspace Management Plan approved under paragraph 1 of this Part 1.

### Part 2 – Use

The Owner covenants with the Council:

- 1 that the rent charged for the Affordable Workspace shall not exceed eighty per cent (80%) of Open Market Rent;
- 2 to apply the rent restriction in paragraph 1 of this Part 2 for a period of not less than thirty (30) years from the date of first Occupation of the Affordable Workspace unless otherwise agreed in writing by the Council following a review of the Affordable Workspace having taken place under paragraph 3 of this Part 2.
- 3 where the Owner wishes to review the operation of the Affordable Workspace obligations:
  - (a) it may do so at any time after the tenth (10th) anniversary following the date of first Occupation of the Affordable Workspace (or such earlier date as may be agreed by the Council following the written request of the Owner);

- (b) it shall provide an opportunity for the Council to review the operation of the Affordable Workspace in order to determine whether the restrictions under this Agreement should be maintained, modified or removed (in whole or in part) having regard to:
- (i) the extent to which comparable alternative provision is being made within the Development;
  - (ii) the quantum of Affordable Workspaces occupied; and
  - (iii) the number and/or proportion of long-term vacancies within the Affordable Workspace despite the Owner's use of Reasonable Endeavours to market the Affordable Workspace to Eligible Affordable Workspace Tenants.

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## **Schedule 10 – Arts and Culture**

### **Part 1 – Arts and Culture**

Subject to the Owner not making the election in Part 2 of this Schedule, the Owner covenants with the Council to:

- 1 Submit the Arts and Cultural Action Plan to the Council for approval in writing prior to First Occupation of the Residential Unit.
- 2 To implement the approved Arts and Cultural Action Plan in full by no later than Occupation of 80% of the Residential Units and to comply with the approved Arts and Cultural Action Plan for the life of the Development subject to any amendments that may be agreed between the Owner and the Council from time to time.
- 3 Not to Occupy or permit Occupation of more than 80% of the Residential Units unless and until the Arts and Cultural Action Plan has been implemented in accordance with the approved details or the Arts Contribution has been paid in full to the Council.

### **Part 2 – Contribution in Lieu**

- 1 The Parties agree that the Owner may at any time elect prior to First Occupation, by written notice to the Council, to pay the Arts Contribution in lieu of submitting and/or implementing the Arts and Cultural Action Plan.
- 2 Upon payment of the Arts Contribution, the obligations contained in paragraphs 1 to 3 of Part 1 of this Schedule shall cease to apply.
- 3 If the Owner elects to pay the Arts Contribution, the Owner shall not First Occupy or permit First Occupation until the Arts Contribution has been paid to the Council.

## **Schedule 11 – Flood Defence**

### **Part 1 – Thames Riverwall Enhancements**

### **Part 2 – Flood Defence**

[NB - The obligations in this schedule shall be provided separately and will be the subject of a separate discussion between the Appellant, Council and EA in light of ongoing dialogue/ representations]

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## Schedule 12 – Be Seen Energy Monitoring

The Owner covenants with the Council as follows:

- 1 Prior to Commencement of Development, the Owner shall submit to the GLA accurate and verified estimates of the “Be Seen” energy performance indicators, as outlined in the “Planning stage” section/chapter of the GLA “Be Seen” energy monitoring guidance document (or any document that may replace it), for the Development. This should be submitted to the GLA’s Energy Monitoring Portal in accordance with the “Be Seen” energy monitoring guidance.
- 2 Prior to First Occupation, the Owner shall provide updated accurate and verified ‘as-built’ design estimates of the “Be Seen” energy performance indicators for each Reportable Unit within the Development, as per the methodology outlined in the ‘As-built stage’ chapter/section of the GLA ‘Be Seen’ energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA’s Energy Monitoring Portal.
- 3 The Owner shall also confirm prior to First Occupation of any Reportable Unit that in respect of the relevant Reportable Unit suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the ‘In-use stage’ of the GLA ‘Be Seen’ energy monitoring guidance document (or any document that may replace it).
- 4 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and for the following four years after that date (“the Monitoring Period”), the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit as per the methodology outlined in the “In-use stage” chapter/section of the GLA ‘Be Seen’ energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA’s Energy Monitoring Portal. This obligation will be satisfied when the Owner has reported on all relevant indicators included in the ‘In-use stage’ chapter of the GLA ‘BE seen’ energy monitoring guidance document (or any document that may replace it) during the Monitoring Period.
- 5 In the event that the ‘In-use stage’ evidence submitted under paragraph 3 above shows that the ‘As-built stage’ performance estimates derived from paragraph 2 above have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the ‘Be Seen’ spreadsheet through the GLA’s Energy Monitoring Portal. An action plan comprising measures identified in paragraph 2 above shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

## Schedule 13 – Council's Covenants

The Council covenants with the Owner:

### Contributions

- 1 to use all Contributions received from the Owner under the terms of this Deed for the purposes specified in this Deed and for which they are to be paid;
- 2 within twenty (20) Working Days of receiving the relevant monies from the Owner, to pay:
  - (a) the TfL Contribution to TfL;
  - (b) the Healthcare Contribution to the NHS;
  - (c) the sums requested by the Environment Agency under paragraph [ ] of Part 1 of Schedule 11 to deliver an alternative scheme to the Thames Riverwall Enhancements;
- 3 upon written request from the relevant Owner, to repay to the relevant Owner with any accrued Interest;
  - (a) any unspent or uncommitted monies relating to any Contributions (other than the Monitoring Contribution) after the expiry of ten years from the date of receipt of the final instalment in respect of the relevant Contribution by the Council provided that such monies have not been spent, committed or allocated to a relevant project or scheme consistent with the purpose of the relevant Contribution; or
  - (b) any part of the Local Employment Skills and Training Contribution that is repayable under Part 4 of Schedule 7

### Reasonable Endeavours Evidence

- 4 Following receipt of the written evidence provided by the Owner that it has used Reasonable Endeavours, the Council shall exercise its reasonable discretion and shall provide a written response within ten (10) Working Days to either confirm that it is satisfied that the Owner has used their Reasonable Endeavours or, in the alternative, shall identify the further reasonable steps required in the discharge of the relevant obligation which, in the Council's opinion (acting reasonably), is necessary to comply with the relevant obligation in this Deed. Where the Council fails to provide a written response within ten (10) Working Days it shall be deemed to have been satisfied that Reasonable Endeavours have been used.



**IN WITNESS** whereof the Parties have executed this Agreement as a Deed and it is delivered the day and year first before written

**THE COMMON SEAL of the** )  
**MAYOR AND BURGESSES OF** )  
**THE LONDON BOROUGH OF WANDSWORTH** )  
was hereunto affixed to this deed )  
**BY ORDER** )

Authorised Officer

Seal Number

**EXECUTED as a DEED by** )  
**LOCKGUARD LIMITED** )  
acting by a director in the presence of: )

Signature of Director \_\_\_\_\_

Name of Director \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness occupation: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

**EXECUTED as a DEED by** )  
**PROMONTORIA BATTERSEA LIMITED** )  
acting by a director in the presence of: )

Signature of Director \_\_\_\_\_

Name of Director \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness occupation: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_

