

DATED

201

**THE MAYOR AND COMMONALTY AND
CITIZENS OF THE CITY OF LONDON**

- and -

**DEED OF AGREEMENT UNDER
SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990 [AND
SECTION 278 OF THE HIGHWAYS ACT 1980]
RELATING TO THE [RE] DEVELOPMENT OF
[Insert Site Name]**



Michael Cogher
Comptroller and City Solicitor
Guildhall
London EC2P 2EJ
Ref:

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THIS DEED OF AGREEMENT is dated the _____ day of _____

201

BETWEEN:-

- (1) **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of P O Box 270 Guildhall London EC2P 2EJ (the **“City Corporation”**) and
- (2) [] (the **“Owner”**)
- (3) [Other Parties¹ (the **“Developer”**), (the **“Lessee”**)] and
- (4) [] (the **“Chargee”**)

RECITALS

- (1) The City Corporation is the local planning authority for the area within which the Site is situated and the appropriate statutory body to enforce this Deed for the purposes of Section 106 of the 1990 Act.
- (2) The Owner submitted the Application to the City Corporation on [●].
- (3) The City Corporation by its Planning and Transportation Committee at its meeting held on [●] resolved that planning permission be granted for the Development subject to a legal agreement being entered into making provision for planning obligations.
- (4) The Owner is a person interested in the Site for the purposes of section 106 of the 1990 Act [as registered proprietor with freehold [/leasehold] title absolute under Land Registry Title Number [●] [●].
- (5) [Recite Other Parties' interests in the Site as necessary].
- (6) [The Chargee is mortgagee of the Site under the Charge].
- (7) TfL is a statutory body created by the Greater London Authority Act 1999 and is responsible for implementing Crossrail. The Mayor of London requires a financial contribution towards the cost of Crossrail, if the Development proceeds.
- (8) The City Corporation considers it expedient in the interests of the proper planning of its area and having regard to the saved policies of the City of London Corporation's Local Plan, the City of London Corporation's Planning Obligations Supplementary Planning Document and Regulation 122 of the CIL Regulations 2010 and all other material considerations that provision should be made for regulating or facilitating the Development in the manner hereinafter appearing.
- (9) The Owner [Other Parties][and the Chargee] has agreed to enter into the planning obligations and covenants in this Deed to regulate the Development and to give effect to the terms of the

¹ The circumstances may require entry into a bond(s) obligation and/or if registered off-shore evidence of identity/authority

resolution of the City Corporation's Planning and Transportation Committee hereinbefore recited.

(10) This Deed is made pursuant to Section 106 of the 1990 Act.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Unless the context otherwise requires, where in this Deed the following defined terms and expressions are used they shall have the following respective meanings:

"1990 Act" means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;

"Accrued Interest" means for the purposes of Schedule 4 interest at Bank of England base rate from time to time;

"Affordable Housing" means housing which is accessible to people whose incomes are insufficient to enable them to afford adequate housing locally on the open market and includes Social Rented Housing, affordable rented housing and intermediate affordable housing provided by Registered Providers or local authorities;

"Affordable Housing Units" means the [STATE NUMBER] residential units to be provided on the Site which are to be provided as Affordable Housing in accordance with the Approved Affordable Housing Mix;

"Affordable Housing Contribution" means the sum of £[●] Indexed;

"All-in Tender Price Index" means the all-in tender price index published by the Building Costs Information Service or, if that index ceases for any reason to be published in the United Kingdom, such other index issued or caused to be issued from time to time by the Building Costs Information Service, Royal Institute of Chartered Surveyors, or other appropriate body and as may commonly be used in place of that index and as approved by the City Corporation;

"Application" means an application for planning permission to carry out the Development at the Site for the purposes of this Deed given the registration number [●] as may be revised by substituted and/or additional drawings and/or additional material including pursuant to section 96A of the 1990 Act and/or as may be amended pursuant to one or more minor material amendment applications made after the date of this Deed pursuant to section 73 of the 1990 Act;

"Approved Affordable Housing Mix" means the approved mix of Affordable Housing Units in terms of quantum, tenure, Nomination Rights, Wheelchair Accessible Affordable Housing and size as set out in Schedule 8 of this Deed;

"Building" means any building or structure on the Site forming part of the Development;

“Carbon Off-set Contribution” means the sum to be calculated in accordance with paragraph 12 of Schedule 3;

“Chamberlain of London” means such officer as may be lawfully designated by the City Corporation for the purpose of discharging the duties and functions of the Chamberlain of London;

“Charge” means the charge dated [●] between the Owner and the Chargee which affects Land Registry Title Number [●];

“City of London Carbon Off-set Scheme” means the carbon off-set scheme to be established by the City of London under which a financial contribution is made to the City Corporation to be ring fenced to secure delivery of carbon dioxide savings elsewhere;

“Chief Planning Officer” means the Chief Planning Officer and Development Director of the City Corporation from time to time or such officer as may be lawfully designated by the City Corporation for the purpose of discharging its duties and functions under the 1990 Act;

“Commencement Date” means the date on which the Structural Demolition of the existing buildings on the Site is commenced and **“Commence”** and **“Commenced”** shall be construed accordingly;

“CIL Regulations” means the Community Infrastructure Levy Regulations 2010 as amended or replaced from time to time;

“CIL” means the Community Infrastructure Levy;

“Completion” means in respect of the Development as a whole the issue of a certificate of practical completion by the Owner’s architect or other project consultant designated by the Owner, and **“Complete”** and **“Completed”** shall be construed accordingly;

“Consumer Price Index” means the Consumer Price Index published by the Office for National Statistics or, if that index ceases for any reason to be published in the United Kingdom, such other index issued or caused to be issued from time to time by the Government as may commonly be used in place of that index and as approved by the City Corporation;

“Contribution” means the Affordable Housing Contribution, Carbon Off-set Contribution (in relation to clause 5.7 and Schedule 3 paragraph 12), Crossrail Contribution, Initial Public Highway Works Contribution, Local Training Skills and Job Brokerage Contribution, Monitoring Costs Contribution, Public Highway Works Contribution, Public Highway Works Contribution Excess (Indexed as may be required) or as the context so requires;

“Crossrail” means the rail link authorised by the Crossrail Act 2008, or as may be amended;

“Crossrail Administration Costs” means the sum of £[●] to be paid on completion of this Deed towards the City Corporation’s costs including of negotiating and calculating the costs and reviewing any viability assessments;

“Crossrail Contribution” means a financial payment calculated in accordance with the Crossrail SPG towards the costs of implementing the Crossrail Scheme required as a result of the Implementation of a planning permission for the Development at the Site, the principles of which have been adopted by the Mayor of London in the Crossrail SPG and which in this case is the sum of £[●] to be paid by the Owner to the City Corporation (or such other sum as the City Corporation may determine to be following the issue of the Liability Notice or Revised Liability Notice pursuant to the Mayor of London’s Community Infrastructure Levy Charging Schedule);

“Crossrail Monitoring Costs” means the sum of £[●] Indexed for the purposes of monitoring progress of the Development, receipt of the Crossrail Contribution, and reporting to TfL on the same;

“Crossrail Scheme” means each and every element of Crossrail;

“Crossrail Sponsor Funding Account” means an account held by TfL used solely to record the receipt of monies to support the delivery of the Crossrail Scheme and for no other purpose or use;

“Crossrail SPG” means the document entitled *“Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail and the Mayoral Community Infrastructure Levy”*;

“Deed” means this deed of agreement;

“Delivery and Servicing Management Plan” means a plan for the provision of delivery and servicing arrangements to and from the Development to be submitted and approved in accordance with the provisions of paragraph 11 of Schedule 3 which shall also include the provisions set out in Schedule 6;

“Development” means the demolition of the existing buildings on the Site and the construction of [insert description from draft decision notice] on the Site as set out in the Application, pursuant to the Planning Permission;

“Development Programme” means the programme provided by the Owner to the City Corporation showing the proposed dates and overall sequence for the carrying out of the enabling works and the Development;

“Director of the Built Environment” means the Director of the Built Environment of the City Corporation from time to time or such officer as may be lawfully designated by the City Corporation for the purpose of discharging his duties and functions;

“Energy Statement” means the document entitled [●];

“Expert” means an independent and suitable person holding appropriate professional qualifications and of at least 15 years’ post qualification experience appointed in accordance with the provisions of clause 7 to determine a dispute;

“First Interference Survey” means a survey to establish the quality of television reception at those residential properties following the approved Television Interference Survey;

“First Preparatory Operation Date” means the date on which the first Preparatory Operation in respect of the Development on the Site is Commenced;

“Force Majeure” means fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, decree of Government, unforeseen exceptional site or ground conditions or other unforeseen exceptional event, cause or circumstance outside the reasonable control of the Owner, its contractors or agents, and which adversely affects its ability to perform any obligation relating to any works provided for in this Deed **PROVIDED THAT** the same could not reasonably have been avoided or provided against by the Owner its contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against to reduce any delay so far as reasonably practicable;

“Highway Schedule of Condition” means a schedule of condition detailing the physical condition of the highway prior to the First Preparatory Operation Date to be submitted by the Owner to the City Corporation for approval;

“Implementation” means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words **“Implement”** and **“Implemented”** shall be construed accordingly;

“Implementation Date” means the date on which the Planning Permission is Implemented;

“Indexed” means adjusted by reference to the relevant index pursuant to the provisions of clause 20;

“Initial Public Highway Works Contribution” means the sum of £[●] to be paid by the Owner to the City Corporation for the purpose of enabling the preparatory work relating to the Public Highway Works to be carried out (such sum as currently estimated being inclusive of the City Corporation's design and professional fees);

“Interest” for the purposes of clause 23 means interest at four (4) per cent above the Bank of England base rate from time to time;

“Interim Travel Plan” means an interim plan for the encouragement of sustainable travel to and from the Site, to give effect to the guidelines set out in Schedule 5;

“Local Procurement Charter” means the document entitled *“Local Procurement Charter for City Developers”* (published in February 2011) and associated guidance adopted by the City Corporation in January 2011 together with any amendments or revisions thereto, the aim of which is to ensure that a target of 10% averaged across the entire construction procurement spend on all goods and services by the Owner and its contractors and sub-contractors is spent with Local SMEs;

“Local Procurement Strategy” means a strategy (and any revisions to it) submitted to and approved by the City Corporation from the Owner prior to Commencement which shall include details of: initiatives to identify local procurement opportunities relating to the construction of the Development; initiatives to reach a 10% target for local procurement from Local SME’s; the timings and arrangements for the implementation of such initiatives; and suitable mechanisms for the monitoring of the effectiveness of such initiatives to maximise opportunities for Local SMEs to access contracts for goods and services pursuant to the Local Procurement Charter which strategy shall include the provisions set out in Schedule 7;

“Local SMEs” and **“Local SME”** means small and medium sized enterprises in the City of London and the fringe London Boroughs of Camden, Hackney, Islington, Lambeth, Southwark, Tower Hamlets and the City of Westminster that employ less than 250 employees and have a turnover not exceeding 50 million Euros and/or an annual balance sheet total not exceeding 43 million Euros and the words shall be construed accordingly;

“Local Training Skills and Job Brokerage Contribution” means the sum of £[●] to be paid by the Owner to the City Corporation;

“Local Training Skills and Job Brokerage Strategy (Construction)” means a strategy approved by the City Corporation for the provision of training, skills and employment initiatives of the kind envisaged by the City Corporation’s Employment Charter for Construction for residents of the City of London and the fringe London Boroughs of Camden, Hackney, Islington, Lambeth, Southwark, Tower Hamlets and the City of Westminster which shall include initiatives to identify employment vacancies relating to the construction of the Development and strategies to address the provisions set out in Schedule 3;

“Local Training Skills and Job Brokerage Strategy (Demolition)” means a strategy approved by the City Corporation for the provision of training, skills and employment initiatives of the kind envisaged by the City Corporation’s Employment Charter for Construction for residents of the City of London and the fringe London Boroughs of Camden, Hackney, Islington, Lambeth, Southwark, Tower Hamlets and the City of Westminster which shall include initiatives to identify employment vacancies relating to the Structural Demolition of the Development and strategies to address the provisions set out in Schedule 3; [IF REQUIRED]

“Local Training Skills and Job Brokerage Strategy (End Use)” means a strategy approved by the City Corporation for the provision of training, skills and employment initiatives for residents of the City of London and the fringe London Boroughs of Camden, Hackney, Islington, Lambeth, Southwark, Tower Hamlets and the City of Westminster which shall include initiatives to identify employment vacancies relating to the End Use of the Development and strategies to address the provisions set out in Schedule 3; [REQUIRED ONLY IN THE CASE OF HOTEL DEVELOPMENTS]

“London Plan” means the Mayor of London’s spatial development plan provided under section 334 of the Greater London Authority Act 1999;

“Mayoral CIL” means CIL chargeable pursuant to a charging schedule published by the Mayor of London in his capacity as a charging authority for the purposes of Part II of the Planning Act 2008;

“Mayoral CIL Charge” means the amount of Mayoral CIL paid or for which liability to pay has arisen in respect of the Development;

“Mitigation Measures” means such measures that the City Corporation shall reasonably require to mitigate significant deterioration in terrestrial television reception to a particular residential property or properties;

“Mitigation Sum” means a sum of money to be calculated by the City Corporation to mitigate significant deterioration in terrestrial television reception to a particular residential property or properties;

“Monitoring Costs Contribution” means the sum of £[●] to be paid to the City Corporation as a contribution towards the City Corporation’s monitoring costs in relation to the obligations contained in this Deed;

“Nomination Rights” means the right of the City Corporation to nominate households in need of Affordable Housing in accordance with the City Corporation’s standard nomination agreement or such other agreement as may be agreed in writing between the Owner and the City Corporation;

“Occupy” and **“Occupation”** means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction, fitting out finishing or decoration of that building, nor occupation in relation to site and building security operations and **“Occupier”** **“Occupied”** or **“Occupancy”** shall be construed accordingly;

“Off-Site Project” means a carbon dioxide saving project directly funded or implemented by the Developer outside of the Site which demonstrates carbon dioxide savings (which have not been used to off-set in relation to any other development and would not otherwise have been implemented) that are equivalent to the shortfall required to meet the Development’s Target Reduction;

“Open Space” means those parts of the Site shown for the purpose of identification edged [●] on the Open Space Plan to be provided as public access open space by the Owner in accordance with the provisions of Schedule 3;

“Open Space Phasing Plan” means [●]

“Open Space Plan” means Plan No [●] annexed at Schedule [●];

“Open Space Method Statement” means a statement setting out the timing for construction of the Open Space and detailing the phases of the Development within which the Open Space will be made available to the public for access on foot from the Implementation Date

but which may for the avoidance of doubt be amended as the construction of the Development progresses with the prior written approval of the City Corporation;

“Open Space Specification” means a detailed specification for the design, construction, materials and works to construct the Open Space including all furniture, lighting and drainage;

“Parties” means the Owner, [the Developer and/the Chargee] and the City Corporation as the context so requires and “Party” means any one of them;

“Planning Permission” means planning permission for the Development to be granted by the City Corporation pursuant to the Application generally in the form of the draft annexed at Schedule 2;

“Preparatory Operation” means an operation or item of work of or connected with or ancillary to archaeological investigation, exploratory boreholes and trial pits, survey of existing structures, demolition, site clearance and excavation (including associated temporary works) and/or site preparation, site reclamation and site remediation works, preliminary landscaping, diversion, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities, the erection of fences, hoardings and scaffolding and construction of temporary access and service roads, and other works and site establishment preparatory to the commencement of construction including temporary extinguishment and closure of public rights affecting the Site and operations permitted by the Town and Country Planning (General Permitted Development) England Order 2015;

“Public Art” means [●]²

“Public Highway Works” means such works to the public highway and related structures (including supporting structures not forming part of the public highway and excluding any Relevant Infrastructure) as may be considered necessary by the City Corporation to make the Development acceptable in planning terms to be carried out at the Owner’s expense and at no cost to the City Corporation [];

“Public Highway Works Contribution” means the sum of £[●] being the City Corporation’s estimated costs of undertaking the Public Highway Works and which may without limiting the generality of the foregoing words include:

- (a) the City Corporation’s administrative, technical and supervisory costs;
- (b) the costs of making and implementing any traffic orders that the City Corporation considers necessary in order to enable the Public Highway Works to be carried out;
- (c) any costs in obtaining or attempting to obtain any other consents, licences, permissions or approvals as may be required for the purposes of carrying out the Public Highway

² Provision for Public Art may be included in Schedule 3 where relevant

Works and in complying with any requirements imposed under those consents, licences, permissions or approvals;

- (d) any other costs incurred by the City Corporation in assessing and managing the Public Highway Works; and
- (e) the costs of the maintenance of the Public Highway Works by the City Corporation.

“Public Highway Works Contribution Excess” means such reasonable sum or sums by which the actual costs of the Public Highway Works exceed the costs paid by the Owner in the form of the Public Highway Works Contribution;

“Public Highway Works Plan” means Plan No. [●] annexed at Schedule [●];

“Reasonable Endeavours” means it is agreed by the Parties hereto that the Party under such an obligation shall not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable;

“Registered Provider” means a registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision) approved for the purposes of this Deed in writing by the City Corporation, such approval not to be unreasonably withheld or delayed;

“Relevant Infrastructure” means the types of infrastructure that the City Corporation intends may be wholly or partly funded by CIL and contained in the list published on the City Corporation’s website and referred to as the “Regulation 123 List”;

“Remedial Highway Works” means such works for the proper reparation and reinstatement of the highway and infrastructure surrounding the Development to the condition illustrated by the Highway Schedule of Condition and to the City Corporation’s standards applicable at the time of such reparation and reinstatement and such works as may reasonably be required by the City Corporation to enable integration between the Completed Development and the highways and provide sufficient drainage of the highways which for the avoidance of doubt may include but are not limited to: works to footways and carriageways, alterations to the line and level of footways, kerbs and channels, construction of new footways; works to carriageways; alterations to the line and level of the carriageway; full reconstruction of the highway if required; replacement or relocation of street lighting and drainage works and provision of new lighting where required lighting levels do not meet the City Standards, fire hydrants, cycle parking facilities and pipe subways and alterations to utility cover levels and utility equipment and signage, signals, equipment and street furniture, the removal of abandoned cross-overs, the construction of new cross-overs **PROVIDED THAT** the need for any such works is directly attributable to the Development;

“Remedial Highway Works Costs” means all the City Corporation’s reasonable costs of undertaking the Remedial Highway Works and without limiting the generality of the foregoing wording may include the City Corporation’s reasonable staff, technical and professional fees and all other costs incurred in the administration, design, evaluation, construction, supervision and maintenance of the Remedial Highway Works and in obtaining any necessary consents, licences, permissions, approvals or traffic orders for the Remedial Highway Works and the costs connected with the diversion or protection of the apparatus of Statutory Undertakers;

“Remedial Highway Works Inspection” means a physical inspection of the Development by the City Corporation to enable assessment of whether the Development properly and sufficiently integrates with the highway;

“Remedial Highway Works Notice” means a notice in writing from the City Corporation to the Owner that Remedial Highway Works are required and setting out the scope and estimated costs of the Remedial Highway Works;

“Second Interference Survey” means a survey of those properties surveyed in the First Interference Survey to establish whether the Development has had an adverse effect on the quality of television reception at those properties such that requires mitigation by the Owner;

“Section 278 Agreement” means an agreement under section 278 of the Highways Act 1980 entered into between the Owner and the City Corporation and any other relevant parties providing for payment of all the costs of the Public Highway Works and any associated costs, fees and expenses by the Owner to the City Corporation;

“Site” means [●] being the land against which this Deed may be enforced as shown edged in red on the plan annexed at Schedule 1;

“Site Specific Mitigation” means such works as may be considered necessary by the City Corporation to make the Development acceptable in planning terms and/or to mitigate the impacts of the Development;

“Site Specific Mitigation Sum” means the cost of carrying out the Site Specific Mitigation being £[●] Indexed;

“Social Rented Housing” means housing owned and let by local authorities and Registered Providers for which guideline target rents are determined through the national rent regime (under when the social rents of tenants of social housing are set by the Homes and Communities Agency (or successor thereto));

“Structural Demolition” means demolition of the structural parts of the existing buildings on the Site but excludes site preparation, erection of hoardings, scaffolding survey of structures, construction of temporary access and service roads, and other works and site establishment preparatory to the commencement of the demolition of the structure of the existing building;

“Survey Area Map” means a map identifying the area surveyed pursuant to Schedule 3, paragraph 15 and identifying those residential properties whose quality of television reception is likely to be affected by the Development;

“Television Interference Survey” means a survey of the area surrounding the Development with a view to identifying those residential properties whose quality of television reception is likely to be affected by the Development;

“Traffic Management Programme” means transport projects designed to improve the functionality of the City of London’s streets in order to accommodate growth in cycling, public transport, taxi and servicing trips, as set out in the City Corporation’s adopted Local Implementation Plan (2011);

“TfL” means Transport for London whose registered office is at Windsor House, 50 Victoria Street, London, SW1H 0TL and any successor to its respective statutory functions;

“Travel Plan” means a plan for the encouragement of sustainable travel to and from the Site, to give effect to the guidelines set out in Schedule 5;

“VAT” means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);

“Wheelchair Accessible Affordable Housing” means the dwellings designed and built to be wheelchair accessible and identified in Schedule 8 to this Deed;

“Working Day” means any day (other than a Saturday, Sunday, or any statutory bank holiday) on which Clearing Banks (being a bank which is a member of the CHAPS Clearing Company Limited and APACS Limited) are open in England for the transaction of banking business;

“Works” means any works carried out in relation to the [Public Highway Works] [Section 278 Works], the [Remedial Highway Works] and/or the [Site Specific Mitigation] as the context may require;

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4 (Subject only to Clause 10), wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced

against all of them jointly and against each individual unless there is an express provision otherwise.

- 2.5 Words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.6 References in this Deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order, delegated legislation, plans, regulations, permissions and directions, amending, re-enacting or made pursuant to the same as current and in force from time to time.
- 2.7 If any provision of this Deed shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected impaired or called into question.
- 2.8 In the event of any conflict between the terms conditions and provisions of this Deed and any document attached hereto or referred to herein the terms conditions and provisions of this Deed shall prevail.
- 2.9 Reference to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the City Corporation the successor to its respective statutory functions.
- 2.10 The Interpretation Act 1978 shall apply to this Deed.
- 2.11 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed.
- 2.12 Any reference to the Owner in this Deed shall, subject to clause 16, include a reference to the Chargee.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act, [section 278 of the Highways Act 1980] section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Parties:-
- (a) are entered into pursuant to the provisions of section 106 of the 1990 Act and section 111 of the Local Government Act 1972, [section 278 of the Highways Act 1980] and section 1 of the Localism Act 2011 and all other powers so enabling;
 - (b) are planning obligations for the purposes of section 106 of the 1990 Act;
 - (c) are entered into with intent to bind the Owner's [Other Parties and/or Chargee's] interest(s) in the Site and each and every part thereof into whosoever hands the same may come;
 - (d) are enforceable by the City Corporation as local planning authority;

- (e) relate to the Site; and
- (f) are executed by the respective Parties as a Deed.

3.3 The City Corporation agrees with the Owner that the City Corporation's Covenants at Schedule 4 are entered into pursuant to section 111 of the Local Government Act 1972 and all other powers so enabling.

3.4 The Parties agree that any consent required from any Party under this Deed shall not be unreasonably withheld or delayed.

4. **DATE OF DEED COMING INTO FORCE**

4.1 None of the provisions in this Deed shall have operative effect unless and until the Planning Permission has been granted and Implemented save:

- (a) this clause 4 and clauses 1, 2, 3, 5.2 and 5.6 to 26 inclusive which have operative effect on the date of this Deed; and
- (b) paragraphs 1.2, 1.4.1, 4.2, 8.1, 9.1, 9.2 and 15 of Schedule 3 (and clause 5 to the extent that is required to give effect to those paragraphs) which have operative effect upon the grant of Planning Permission.

5. **COVENANTS AND OBLIGATIONS**

5.1 The Owner [and Other Parties] on behalf of itself and its successors in title covenants with the City Corporation to perform the obligations specified in Schedule[s] 3, 5, 6, 7 and 8.

5.2 The Owner covenants to pay no later than completion of this Deed:

- (a) the City Corporation's administration costs of £[●];
- (b) Crossrail Administration Costs of £[●] and
- (c) the City Corporation's reasonable legal costs in connection with the negotiation, preparation and execution of this Deed.

whether or not this Deed is delivered in accordance with clause 26.

5.3 The City Corporation covenants with the Owner that subject to the Owner carrying out the Owner's obligations as set out in Schedules [3, 5, 6, 7 and 8] it will perform the City Corporation's covenants as set out in Schedule 4.

5.4 The Owner covenants not to implement the Planning Permission until the leasehold interests in the Site registered at HM Land Registry under title numbers [●] (the "**Leasehold Interests**") have terminated and the Owner has obtained vacant possession of the Site or until the Owner has otherwise bound such leasehold titles to the terms of this Deed by the entering into of further agreements or undertakings under section 106 of the 1990 Act in such form as the City Corporation shall have previously approved in writing.

- 5.5 The Owner covenants not to vary or to consent to any variations of the Leasehold Interests that would enable the carrying out of a Preparatory Operation in connection with the Development or Implementation of the Planning Permission by the leaseholder and covenants not to consent to any alteration of the premises under the Leasehold Interests that would constitute the carrying out of a Preparatory Operation in connection with the Development or Implementation of the Planning Permission unless and until the Owner has otherwise bound such Leasehold Interests to the terms of this Deed by the entering into of further agreements or undertakings under section 106 of the 1990 Act in such form as the City Corporation shall have previously approved in writing.
- 5.6 The Parties agree that the Mayoral CIL Charge is to be treated as a credit towards and be offset against the Crossrail Contribution, payable under paragraph 6.2 of Schedule 3 as applicable to the Development, and where the Mayoral CIL Charge is greater than the Crossrail Contribution as applicable, the sums payable by the Owner pursuant to Schedule 3 paragraph 6.2 will be nil.
- 5.7 The Parties agree that the Carbon Offset Contribution is payable or the Off –Site Project is required to be delivered in accordance with Schedule 3 paragraph 12 where the Developer fails to achieve compliance with London Plan Policy 5.2 Minimising Carbon Dioxide Emissions in relation to the Development.

6. DETERMINATION OF PLANNING PERMISSION

- 6.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Implementation of the Planning Permission and any Contributions paid by the Owner to the City Corporation on the [Commencement] OR [Implementation] Date, shall be repaid to the Owner with any Accrued Interest.
- 6.2 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 date of this Deed.

7. EXPERT DETERMINATION

- 7.1 In the event of any dispute or difference arising between the Parties touching or concerning any matter arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred by either Party to an expert (“the Expert”) to be appointed (in the absence of agreement) on the Application of either Party by the President (or equivalent person) for the time being of a professional body chiefly relevant in England to such qualifications.
- 7.2 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares.

- 7.3 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in clause 7.1 within ten (10) Working Days after a written request by one Party to the other to agree to the appointment of an Expert then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the Application of either Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne in equal shares.
- 7.4 Any expert howsoever appointed shall be subject to the express requirement that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received any file or written representation.
- 7.5 The Expert shall be required to give notice to each of the parties to the dispute requiring them to submit to him within ten (10) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten (10) Working Days.

8. NOTICES

- 8.1 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 marked for the attention of the person and copied to the person(s), identified below or instead to such other persons as may be substituted for them from time to time:

The City Corporation	
Address	The Comptroller and City Solicitor PO Box 270 Guildhall London EC2P 2EJ Attention: [Michael Cogher]
With a copy to:	The Chief Planning Officer Attention: [●]
The Owner	
Address	
The Chargee	
Address	
Transport for London	
Address	Windsor House 50 Victoria Street London SW1H 0TL Attention: Head of Land Use Planning

8.2 Any such notice must be delivered by hand or prepaid first class post and shall conclusively be deemed to have been received on:

(a) (If delivered by hand) the next Working Day after the day of delivery;

(b) (If sent by post and posted within the United Kingdom) the day two (2) Working Days after the date of posting.

8.3 Any such notice consent or approval, or request by the Owner for consent or approval from the City Corporation, shall specifically refer to the name, date and Parties to the Deed, and shall cite the clause of this Deed to which it relates.

8.4 Any payment (including payment of Contributions) made by the Owner to the City Corporation in accordance with this Deed shall be marked for the attention of the Director of the Built Environment at the aforesaid address for the City Corporation or such other address as shall have been previously notified in writing to the Owner.

9. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

9.1 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the City Corporation for a certificate to that effect and upon the Chief Planning Officer being satisfied that the relevant agreement, obligation or covenant as the case may be has been satisfied, the City Corporation shall as soon as is reasonably practicable issue a certificate to such effect.

9.2 The Chief Planning Officer will upon the written reasonable request of the Owner (and subject to the payment of the City Corporation's reasonable costs and charges in connection with certification) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable cancel all entries made in the Register of Local Land Charges in respect of this Deed.

10. SUCCESSORS IN TITLE

10.1 Subject to clause 10.2, clause 11 and clause 16 the covenants and planning obligations set out in this Deed shall be enforceable not only against the Owner but also against its/their successors in title and any person company or organisation who shall have an interest or estate in the relevant part of the Site and who shall derive title through or under the Owner and against any party carrying out any part of the Development as Owner or as successor to the interest of the Owner.

10.2 Tenants of any part of the Development with the benefit of leases for their own occupation or for the occupation of sub-tenants (or any person or mortgagee claiming through or under such person) are not bound by any part of this Deed (save in respect of the covenants relating to the Delivery and Servicing Management Plan and Travel Plan which shall be so binding on lessees, tenants and sub-tenants) **UNLESS** such persons take Occupation before the sums payable pursuant to this Deed have been paid in full, in which event they shall become liable to perform the obligations or incur any liability and be bound by the obligations in this Deed as

if it/they were the Owner but only to the extent that the obligations falling to the Owner at the Commencement of the Development are outstanding and continue to bind the Site.

11. RELEASE

No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to the rights of the City Corporation in relation to any subsisting antecedent breach of those obligations or other provisions arising prior to parting with such interest.

12. REGISTRATION OF THIS DEED

This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the City Corporation.

13. POWERS OF THE CITY CORPORATION

Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties and obligations of the City Corporation under all statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of their functions as a local authority.

14. RIGHTS OF THIRD PARTIES

14.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed, save for:

- a) TfL in relation to the obligations in this Deed that relate to the Crossrail Scheme;
- b) the successors in title to the Parties and in the case of the City Corporation the successor to its respective statutory functions.

15. IMPLEMENTATION OF THE PLANNING PERMISSION

The Owner covenants with the City Corporation that it will not implement the Planning Permission until such time as:

- a) the interest which the Owner has in the Site (or any part thereof) shall be on terms which will enable the Owner to comply with its obligations hereunder, or the appropriate consents from all persons having a superior interest shall have been granted to enable the Owner to comply with its obligations hereunder, and
- b) the Owner shall have provided evidence reasonably satisfactory to the City Corporation that its interest in the Site satisfies this clause 15.

16. CHANGE IN OWNERSHIP AND NEW INTEREST

16.1 The Owner warrants that no person other than the Owner [and/ the Chargee and/ the Leasehold Interests pursuant to clause 5.4] has any legal or equitable interest in the Site.

16.2 The Owner shall give the City Corporation immediate written notice of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any

part of the Site or change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged, such notice to give:

- a) the name and address of the person to whom the disposition was made (and in the case of a company, the full name and registered office address);
- b) together with the nature and extent of the interest disposed of by reference to a plan.

16.3 In the event that the Owner's existing interest in the Site shall be determined (whether by surrender merger forfeiture or otherwise) and the Owner shall acquire another interest in the Site (written notice of which shall be given to the City Corporation) and the Planning Permission shall have either been Implemented or shall remain capable of Implementation then the Owner will within twenty-eight (28) days from a written request from the City Corporation execute or procure the execution of another Deed on the same terms mutatis mutandis as this Deed.

17 NOTICE OF THE COMMENCEMENT DATE, IMPLEMENTATION, COMPLETION AND OCCUPATION

17.1 The Owner will notify the City Corporation in writing at least two (2) weeks prior to the intended First Preparatory Operation Date that the Owner intends to commence the First Preparatory Operation.

[OR

The Owner will notify the City Corporation in writing at least six (6) weeks [four (4) weeks]³ prior to the Commencement Date that the Owner intends to trigger the Commencement Date].

17.2 The Owner will notify the City Corporation and TfL in writing at least six (6) weeks prior to the intended Implementation Date that the Owner intends to Implement the Planning Permission.

17.3 The Owner will provide the City Corporation with at least three (3) months prior written notice of the intended date of Completion.

17.4 The Owner will notify the City Corporation in writing at least two (2) months prior, that Occupation is intended to take place.

17.5 The Owner will notify the City Corporation in writing promptly and in any event within twenty (20) Working Days of Completion of the occurrence of such event.

18 CHARGEES' CONSENT

The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the Charge over the Site shall take effect subject to this Deed **PROVIDED THAT** the Chargee shall have no liability under this Deed unless it takes possession of the

³ 4 weeks for small scale non – major development.

Site as a mortgagee in possession in which case the Chargee will be bound by the obligations in this Deed as if it were a person deriving title from the Owner.

19 WAIVER

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

20 INDEXATION

- 20.1 The Affordable Housing Contribution and the Site Specific Mitigation Contribution shall be increased by an amount equivalent to the All-in Tender Price Index from 1 July 2014 to the date of the Planning Permission.
- 20.2 The Crossrail Contribution and the Crossrail Monitoring Costs shall be increased by an amount equivalent to the Consumer Price Index from 1 April 2011 to the date of payment.
- 20.3 The Local Training and Job Brokerage Contribution and the Monitoring Costs Contribution shall be increased by an amount equivalent to the Consumer Price Index from 1 July 2014 to the date of the Planning Permission.

21 SECTION 278 AGREEMENTS

[Where the Owner is required to enter into a Section 278 Agreement]

- 21.1 The Owner shall enter into a section 278 Agreement to secure the Public Highway Works.
- 21.2 The Owner shall pay to the City Corporation the reasonable costs incurred by the City Corporation in connection with the preparation and completion of any Section 278 Agreement(s) entered into.
- 21.3 The Owner shall comply with any Section 278 Agreement(s) entered into.

22 CIRCUMSTANCE OF FORCE MAJEURE [ONLY IF THERE IS AN OPEN SPACE COVENANT]

Where the Owner seeks to rely upon any circumstance of Force Majeure to suspend public access in accordance with the terms of this Deed for a period in excess of forty-eight (48) hours' notice to such effect will be given forthwith to the City Corporation.

23 INTEREST

If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of payment.

24 VAT

The Owner shall not be obliged to make any contribution towards the VAT payable by the City Corporation in respect of any works to be undertaken by the City Corporation insofar as and

to the extent that the amount of such VAT is (by way of set-off or otherwise) recoverable by or reimbursable to the City Corporation.

25 JURISDICTION

- 25.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales.
- 25.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.
- 25.3 [The Owner irrevocably authorises ● to accept service of all legal process arising out of or connected with this Deed and service on ● shall be deemed to be good service on the Owner].⁴

26 DELIVERY

This Deed is delivered on the date written at the start and the provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

⁴ Where Owner is registered outside the UK

SCHEDULE 1

SITE PLAN

SCHEDULE 2

DRAFT PLANNING PERMISSION

SCHEDULE 3

THE OWNER'S OBLIGATIONS

1. SITE SPECIFIC MITIGATION (where required)

- 1.1 The Owner covenants to pay to the City Corporation the Site Specific Mitigation Sum as follows:
- 1.2 [] being ten (10) per cent of the Site Specific Mitigation Sum to be paid on or before the [First Preparatory Operation Date/Commencement Date] as a contribution towards the City Corporation's evaluation, design and feasibility study costs (including professional and technical fees) in respect of the use of the Site Specific Mitigation Sum and, for the avoidance of doubt, it is agreed that any part of this sum not required to pay for evaluation, design and feasibility study costs may be used towards the cost of the Site Specific Mitigation;
- 1.3 [] being the balance of the Site Specific Mitigation Sum to be paid on or before the Implementation Date for the purpose of carrying out the Site Specific Mitigation.
- 1.4 The Owner shall not:
- 1.4.1 Trigger the Commencement Date or undertake the First Preparatory Operation/ until the sum due under paragraph 1.2 above has been paid to the City Corporation; or
- 1.4.2 Implement the Planning Permission until the sum due under paragraph 1.3 above has been paid to the City Corporation.
- 1.5 For the avoidance of doubt the City Corporation shall be permitted to allocate a fair and proper proportion of the sums payable by the Owner pursuant to paragraph 1.1 above towards future maintenance of the works to which such sum relates.

2 OBLIGATIONS RELATING TO THE WORKS

- 2.1 Where necessary, the Owner shall provide unencumbered access to the Site for the purpose of the Works.
- 2.2 The Owner shall (subject to the remaining provisions of this Deed) not obstruct the City Corporation in the carrying out of any of the Works and unless otherwise agreed by the Director shall at no time authorise or permit any contractors to work over or above any Works until any such Works have been completed.
- 2.3 The Owner shall immediately notify the Director of the Built Environment if at any time the carrying out of the Development is likely to adversely affect the Implementation and completion of the Works.
- 2.4 Within twenty (20) Working Days of any reasonable request to do so, the Owner shall provide the City Corporation with such information as the Owner is reasonably able to provide to assist the City Corporation in obtaining such consents from the statutory authorities, statutory undertakers and the persons or bodies as may be required for the carrying out of any Works.

3 LOCAL PROCUREMENT STRATEGY

- 3.1 The Owner shall not trigger the Commencement Date until a Local Procurement Strategy has been submitted to and approved by the Chief Planning Officer.
- 3.2 The Owner shall use Reasonable Endeavours to ensure that it and all contractors and sub-contractors (as the case may be) at the Site implement and comply with the Local Procurement Charter and the approved Local Procurement Strategy until the Development is Occupied.
- 3.3 The Owner shall include a written statement in all tender documentation (including, for the avoidance of doubt, in any tender it lets to a main contractor) the provisions of this paragraph 3.
- 3.4 The said statement shall advise and the Owner shall ensure that it is a pre-requisite to the acceptance of any tender that:
 - 3.4.1 All contractors and sub-contractors (as the case may be) will be required to provide regular monitoring information to the Owner in accordance with the approved Local Procurement Strategy, to include:
 - a) all Local SMEs which are sent a tender enquiry or a tender invitation by the Owner, and all contractors and sub-contractors detailing: the date, the goods and services tendered for and the outcome and value of the tender;
 - b) all Local SME suppliers of goods and services which are used by the Owner and all contractors and sub-contractors together with: the value and type of the goods and services procured (irrespective of whether or not these goods and services were procured pursuant to a tender).
- 3.5 Where the City Corporation reasonably believes that the approved Local Procurement Strategy requires amendments or revisions due to (but not limited to) changes to the Local Procurement Charter, or the initiatives set out in Schedule 7 not being effective, then:
 - 3.5.1 The City Corporation may request that the Owner submit for approval a revised Local Procurement Strategy to reflect such amendments or revisions; and
 - 3.5.2 Unless the City Corporation agrees otherwise in writing, the Owner shall within ten (10) Working Days of a request from the City Corporation under paragraph 3.5.1 submit for approval a revised Local Procurement Strategy to the City Corporation for its approval.
- 3.6 Following approval of the Local Procurement Strategy (or the revised Local Procurement Strategy), the Owner shall within the timescales identified in that approval, submit monitoring reports to the City Corporation for approval, which reports shall:
 - 3.6.1 Assess the performance of the Owners and all contractors and sub-contractors to achieve the 10% Local SME procurement spend target identified in the Local Procurement Charter and benchmark that performance against the approved Local Procurement Strategy and the overall estimated construction procurement spend on all goods and services;
 - 3.6.2 Provide details of:
 - 3.6.2.1 All Local SMEs sent a tender enquiry or a tender invitation by the Owner, or its contractors and sub-contractors detailing the date, the goods and services tendered for and the outcome and value of the tender;

- 3.6.2.2 All Local SME suppliers of goods and services which are used by the Owner and all contractors and sub-contractors together with the value and type of the goods and services procured (irrespective of whether or not these goods and services were procured pursuant to a tender).
- 3.7 The Owner shall submit a final report no later than one (1) month after Occupation:
- 3.7.1 Assessing the overall performance of the Owner and all contractors and all sub-contractors in achieving the 10% Local SME procurement spend target identified in the Local Procurement Charter and benchmarking that performance against the approved Local Procurement Strategy and the actual total construction procurement spend on all goods and services;
- 3.7.2 Providing details of all Local SMEs which were used by the Owner, contractors and sub-contractors to procure goods and services together with the total spend on goods and services procured from Local SMEs, such details to include the name and contact details of the appropriate person(s) within the Local SME.
- 3.8 The Owner shall have due and proper regard to and shall incorporate any reasonable recommendations made by the City Corporation on: (i) the Local Procurement Strategy; (ii) any review(s), and on any monitoring report(s).
- 3.9 The Owner shall not trigger the Commencement Date until the Local Procurement Strategy has been approved by the Chief Planning Officer in accordance with this paragraph 3.

4 LOCAL TRAINING, SKILLS AND JOB BROKERAGE

[Demolition]

- 4.1 The Owner shall pay to the City Corporation the Local Training Skills and Job Brokerage Contribution on or before the Implementation Date for the purpose of initiatives relating to local training, skills and job brokerage of the kind envisaged by the Local Development Framework.
- 4.2 Six (6) weeks prior to the First Preparatory Operation Date, unless otherwise agreed with the City Corporation in writing, the Owner shall submit the Local Training Skills and Job Brokerage Strategy (Demolition) in respect of the Structural Demolition to the Chief Planning Officer for his approval, which shall include details of:
- 4.2.1 Advertising all vacancies relating to the Structural Demolition within the City of London and the neighbouring boroughs of Camden, Islington, Tower Hamlets, Hackney, Lambeth, Southwark and Westminster (the "Neighbouring Boroughs") via local job brokerage and employment agencies;
- 4.2.2 Identifying in advance skills needs which could be met through local training providers and provide a plan for meeting such needs;
- 4.2.3 Undertaking to meet a target 20% of the total workforce on the Site being resident in the City and Neighbouring Boroughs;
- 4.2.4 Proposing a target of apprenticeships to be generated on the Site and recruited from the City and Neighbouring Boroughs;
- 4.2.5 Providing appropriate training to ensure effective transition from unemployment to work;

- 4.2.6 Undertaking at least two community benefit and/or education projects per year of construction activity; and
- 4.2.7 Providing information on the timing and implementation of these initiatives and suitable monitoring mechanisms.
- 4.3 The Owner shall use its Reasonable Endeavours to ensure that contractors and consultants working at the Site in relation to the Development, implement the approved Local Training Skills and Job Brokerage Strategy (Demolition).
- 4.4 The Owner shall not commence the Development until the Local Training Skills and Job Brokerage Strategy (Demolition) has been approved by the Chief Planning Officer in accordance with this Deed.

[Construction]

- 4.5 The Owner shall pay to the City Corporation the Local Training Skills and Job Brokerage Contribution on or before the Implementation Date for the purpose of initiatives relating to local training, skills and job brokerage of the kind envisaged by the Local Development Framework.
- 4.6 Prior to Commencement, unless otherwise agreed by the City Corporation in writing, the Owner shall submit the Local Training Skills and Job Brokerage Strategy (Construction) to the Chief Planning Officer for his approval, which shall include details of:
 - 4.6.1 Advertising all vacancies within the City of London and the neighbouring boroughs of Camden, Islington, Tower Hamlets, Hackney, Lambeth, Southwark and Westminster (the “Neighbouring Boroughs”) via local job brokerage and employment agencies;
 - 4.6.2 Identifying in advance skills needs which could be met through local training providers and provide a plan for meeting such needs;
 - 4.6.3 Undertaking to meet a target 20% of the total workforce on the Site being resident in the City and Neighbouring Boroughs;
 - 4.6.4 Proposing a target of apprenticeships to be generated on the Site and recruited from the City and Neighbouring Boroughs;
 - 4.6.5 Providing appropriate training to ensure effective transition from unemployment to work;
 - 4.6.6 Undertaking at least two community benefit and/or education projects per year of construction activity; and
 - 4.6.7 Providing information on the timing and implementation of these initiatives and suitable monitoring mechanisms.
- 4.7 The Owner shall use its Reasonable Endeavours to ensure that contractors and consultants working at the Site, and the tenants and Occupiers of the Development (where relevant), implement the approved Local Training Skills and Job Brokerage Strategy (Construction) until the Development is Occupied.

- 4.8 The Owner shall not Implement the Planning Permission until:
- 4.8.1 the Local Training Skills and Job Brokerage Contribution has been paid in accordance with this Deed; and
- 4.8.2 the Local Training Skills and Job Brokerage Strategy (Construction) has been approved by the Chief Planning Officer in accordance with this Deed.

[End Use]

- 4.9 Six (6) months prior to Occupation the Owner shall submit the Local Training Skills and Job Brokerage Strategy (End Use) to the City Planning Officer for his approval which shall include details of:
- 4.9.1 Advertising all vacancies within the City of London and the neighbouring boroughs of Camden, Islington, Tower Hamlets, Hackney, Lambeth, Southwark and Westminster (the “Neighbouring Boroughs”) via local job brokerage and employment agencies;
- 4.9.2 Identifying in advance skills needs which could be met through local training providers and provide a plan for meeting such needs;
- 4.9.3 Undertaking to meet a target 20% of the total workforce on the Site being resident in the City and Neighbouring Boroughs;
- 4.9.4 Proposing a target of apprenticeships to be generated on the Site and recruited from the City and Neighbouring Boroughs;
- 4.9.5 Providing appropriate training to ensure effective transition from unemployment to work;
- 4.9.6 Undertaking at least two community benefit and/or education projects per year of construction activity; and
- 4.9.7 Providing information on the timing and implementation of these initiatives and suitable monitoring mechanisms.
- 4.10 The Owner shall not Occupy the Development until the Local Training Skills and Job Brokerage Strategy (End Use) has been approved by the City Planning Officer in accordance with this Deed.
- 4.11 The Owner shall use its Reasonable Endeavours to ensure that Owner and occupiers of the Development implement the approved Local Training Skills and Job Brokerage Strategy (End Use) for the life of the Development.

5 AFFORDABLE HOUSING

- 5.1 The Owner covenants with the City Corporation;
- 5.1.1 To construct or procure the construction of the Affordable Housing Unit as part of the Development upon the Site at no cost to the City Corporation and in accordance with the current London Plan policy and City of London Core Strategy and to make them ready for Occupation to the reasonable satisfaction of the City Corporation.

- 5.1.2 Unless otherwise agreed in writing by the City Corporation, the proportion of Affordable Housing Units to be constructed as Wheelchair Accessible Affordable Housing shall be constructed in accordance with the current London Plan policy and City of London Core Strategy.
- 5.1.3 Within three months of Implementation the Developer shall submit to the City Corporation the name of the Registered Provider (for approval only in the case of a Registered Provider not on the City Corporation's approved list such approval not to be unreasonably withheld or delayed).
- 5.1.4 The Affordable Housing Units shall not be used for purposes other than providing housing accommodation for households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Communities Agency (or successor bodies) and the City Corporation, in perpetuity.

[OR IN THE EVENT THAT THE CITY CORPORATION IS SATISFIED THERE ARE COMPELLING REASONS TO REBUT THE PRESUMPTION THAT AFFORDABLE HOUSING SHOULD BE PROVIDED ON SITE:

- 5.2 The Owner shall pay the Affordable Housing Contribution to the City Corporation on or before the Implementation Date for the purpose of the off-site provision of Affordable Housing in suitable locations in or near to the City of London in accordance with the London Plan and the relevant parts of the City Corporations Development Plan Documents (as may be relevant from time to time).
- 5.3 The Owner shall not Implement the Planning Permission until the Affordable Housing Contribution has been paid in accordance with this Deed.]

6 CROSSRAIL CONTRIBUTION

- 6.1 The Owner shall pay the Crossrail Monitoring Costs on or before the Implementation Date.
- 6.2 The Owner shall pay the Crossrail Contribution to the City Corporation on or before the Implementation Date in accordance with paragraph 3.40 of the Crossrail SPG
- 6.3 The Owner shall not Implement the Planning Permission unless and until the Crossrail Contribution and the Crossrail Monitoring Costs have been paid in accordance with this Deed.

7 MONITORING COSTS CONTRIBUTION

- 7.1 The Owner shall pay the Monitoring Costs Contribution to the City Corporation on or before the Implementation Date.
- 7.2 The Owner shall not Implement the Planning Permission until the Monitoring Costs Contribution has been paid in accordance with this Deed.

8 PUBLIC HIGHWAY WORKS

- 8.1 The Owner shall pay to the City Corporation the Initial Public Highway Works Contribution on or before the Commencement Date and for the avoidance of doubt it is agreed that any part of

this sum not required to pay for design costs and feasibility studies may be used towards the cost of the Public Highway Works.

- 8.2 The Owner shall not Implement the Planning Permission unless it has paid to the City Corporation the Public Highway Works Contribution for the purpose of meeting the costs to be incurred by the City Corporation in executing the Public Highway Works.
- 8.3 The Owner shall be responsible for and shall within ten (10) Working Days following any request by the City Corporation pay any Public Highway Works Contribution Excess reasonably and properly incurred by the City Corporation in connection with the Public Highway Works.
- 8.4 The Contributions referred to in paragraphs 8.1 to 8.3 inclusive above are exclusive of any additional costs of the diversion of statutory undertakers' and utility works necessitated by and consequent upon the Public Highway Works and the Owner shall be liable for and shall pay the total costs of any such works.
- 8.5 For the avoidance of doubt the City Corporation shall be permitted to allocate a fair and proper proportion of the sum payable by the Owner pursuant to paragraphs 8.1 to 8.3 above towards future maintenance of the works to which such sum relates.
- 8.6 Subject to the provisions of paragraph 8.8, the Owner shall indemnify the City Corporation from and against all liabilities, actions, costs, claims, demands, and reasonably incurred expenses whatsoever arising or which may arise out of or be incidental to the execution of the Remedial Section 278 Works other than those arising under Parts I and II of the Land Compensation Act 1973, in respect of which the provisions of paragraph 8.7 shall apply.
- 8.7 Subject to the provisions of paragraph 8.8, the Owner shall indemnify the City Corporation against all claims under Parts I and II of the Land Compensation Act 1973 arising out of the Remedial Highway Works.
- 8.8 The City Corporation shall notify the Owner as soon as reasonably practicable following receipt of any such claim referred to above and for the avoidance of doubt the indemnities provided by this paragraph 8 shall not apply in respect of any action, cost, claim, demand, charge or expense which may arise out of or be incidental to any negligent or defective act, default or omission on the part of the City Corporation their agents, contractors or employees.

[OR IN THE EVENT THAT THE CONTRIBUTIONS CANNOT BE SPECIFIED:]

- 8.9 Unless otherwise agreed by the City Corporation in writing, the Owner shall not Implement the Planning Permission until a Section 278 Agreement has been entered into with all relevant persons concerning the provision of the Public Highway Works.

9 REMEDIAL HIGHWAY WORKS

- 9.1 The Owner shall prepare and submit the Highway Schedule of Condition to the Director of the Built Environment (with a copy to the Chief Planning Officer) for approval at least six (6) weeks prior to the [First Preparatory Operation/Commencement Date].

- 9.2 The Owner shall not Commence the Development until it has submitted the Highway Schedule of Condition to the City Corporation for approval and the approval has been obtained from the City Corporation.
- 9.3 The Owner shall pay to the City Corporation the Remedial Highway Works Costs as provided for in paragraphs 9.5 and 9.6 below.
- 9.4 The Owner shall provide the City Corporation with:
- 9.4.1 the Development Programme; and
- 9.4.2 all reasonable and necessary access to the Site to enable the City Corporation to carry out a Remedial Highway Works Inspection to establish whether any Remedial Highway Works are required; and
- 9.4.3 where required, all reasonable and necessary access to the Site to enable the City Corporation to carry out the Remedial Highway Works.
- 9.5 Within ten (10) Working Days of receipt by the Owner of a Remedial Highway Works Notice from the City Corporation pursuant to paragraph 5.2 of Schedule 4 the Owner shall pay to the City Corporation the estimated Remedial Highway Works Costs.
- 9.6 Within ten (10) Working Days of written request the Owner shall pay to the City Corporation any balance of the Remedial Highway Works Costs where such costs exceed the estimated Remedial Highway Works Costs paid to the City Corporation pursuant to paragraph 9.5.
- 9.7 The Owner shall indemnify the City Corporation from and against all liabilities, actions, costs, claims, demands, and reasonably incurred expenses whatsoever arising or which may arise out of or be incidental to the execution of the Remedial Highway Works (other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of paragraph 9.8 shall apply) provided that the said indemnity shall cease on the date twelve (12) months from Completion of the works or part of the works to which the indemnity relates.
- 9.8 The Owner shall indemnify the City Corporation against all claims under Parts I and II of the Land Compensation Act 1973 arising out of the Remedial Highway Works.
- 9.9 The indemnity in 9.7 and 9.8 above is conditional upon the City Corporation:
- 9.9.1 Giving the Owner written notice of any claims as soon as practicable after the City Corporation becoming aware of any claim;
- 9.9.2 At all times after that date keeping the Owner fully informed and not prejudicing the Owner in any way;
- 9.9.3 Not admitting liability to any third party or making any offer to settle the same without first consulting the Owner and paying due regard to the Owner's representations;
- 9.9.4 Upon the prior written approval of the City Corporation allowing the Owner to conduct jointly with the City Corporation in the name of the City Corporation any litigation or other disputes resolution process each party giving to the other such assistance and co-operation as the

other reasonably may require the Owner bearing the costs of the City Corporation of providing such co-operation;

9.9.5 The indemnity shall not apply in respect of any liabilities, actions, costs, claim, demands, charges or expenses whatsoever arising out of or incidental to any negligent act, default or omission of the City Corporation its employees, representatives, contractors or sub-contractors; and

9.9.6 Taking all reasonable and proportionate steps to mitigate any claims.

10 TRAVEL PLAN

10.1 The Owner shall no later than three (3) months prior to Occupation submit to the City Corporation for approval an Interim Travel Plan.

10.2 Without the prior agreement of the City Corporation the Owner shall not Occupy the Development until the Interim Travel Plan has been approved by the City Corporation pursuant to paragraph 10.1 above.

10.3 Following approval of the Interim Travel Plan, unless otherwise agreed with the City Corporation, the Owner shall submit to the City Corporation a Travel Plan no later than six (6) months after first Occupation.

10.4 Following approval of the Interim Travel Plan or Travel Plan (as the case may be) the Owner and all tenants and Occupiers of the Development shall comply with the approved Interim Travel Plan or Travel Plan (as the case may be).

10.5 The Owner shall undertake a review of the Travel Plan annually for the first five (5) years following Completion to be submitted to the City Corporation no later than the anniversary of the approval of the Travel Plan or on an alternative date requested or approved by the City Corporation and notified to the Owner.

10.6 The Owner shall have regard to any reasonable recommendations made by the City Corporation concerning the operation of the Travel Plan following each annual review and discussion of the same with the City Corporation.

11 DELIVERY AND SERVICING MANAGEMENT PLAN

11.1 Not less than three (3) months prior to the anticipated first Occupation of any part of the Development the Owner shall submit for approval by the City Corporation a draft of the Delivery and Servicing Management Plan.

11.2 Without the prior agreement of the City Corporation, the Owner shall not Occupy the Development until the Delivery and Servicing Management Plan has been approved by the City Corporation.

11.3 The Owner, tenants and Occupiers of the Development shall comply with the approved Delivery and Servicing Management Plan, and any revisions to it.

- 11.4 The Owner shall pay the reasonable costs of the City Corporation in promoting any traffic orders required to enable the Delivery and Servicing Management Plan to operate.
- 11.5 The Owner shall have due regard to any reasonable recommendations made by the City Corporation in relation to the operation of the Delivery and Servicing Management Plan.
- 11.6 The Owner shall notify the City Corporation of any change in the nature of the occupancy of the Development that may have a material change on the approved Delivery and Servicing Management Plan (or any revisions to it) as soon as is reasonably practicable and in event one month prior to the commencement of such occupancy.
- 11.7 Where either:
- 11.7.1 there is a change in the nature of the Occupancy of any part of the Development which in the City Corporation's reasonable opinion requires amendments or revisions to the approved Delivery and Servicing Management Plan; or
- 11.7.2 the City Corporation reasonably believes that the approved Delivery and Servicing Management Plan requires amendments or revisions due to the operational servicing practices of the Owner, Developer, tenants or Occupiers of the Development then the City Corporation may request that the Owner submit for approval a revised Delivery and Servicing Management Plan to reflect such amendments or revisions.
- 11.8 Within one month of a request from the City Corporation under paragraph 11.7 the Owner shall submit a revised Delivery and Servicing Management Plan to the City Corporation for its approval providing suitable Mitigation Measures for any adverse effects to pedestrian or vehicular transport routes or networks as identified by the Owner or by the City Corporation.
- 11.9 The Owner shall incorporate all reasonable recommendations made by the City Corporation in relation to the operation of the Delivery and Servicing Management Plan into any revised Delivery and Servicing Management Plan and the provisions of paragraph 11.3 shall apply.
- 11.10 In the event that a revised Delivery and Servicing Management Plan is not submitted within three (3) OR six (6) months of the request by the City Corporation under paragraph 11.6 a temporary Delivery and Servicing Management Plan will be provided by the City Corporation and the provisions of paragraph 11.3 shall apply to it until the Owner submits a revised Delivery and Servicing Management Plan ("the **revised plan**") and the same is approved by the City Corporation in which case the revised plan shall prevail and the provisions of paragraph 11.3 shall apply to it.
- 11.11 The City Corporation's reasonable costs associated with providing a temporary Delivery and Servicing Management Plan in accordance with paragraph 11.10 above shall be notified to the Owner and shall be paid by the Owner within ten (10) Working Days of receipt from the City Corporation of written request for payment.
- 11.12 The Owner shall undertake a review of the Delivery and Servicing Management Plan annually to be submitted to the City Corporation no later than the anniversary of the date of this Deed

or on an alternative date requested and approved by the City Corporation and notified in writing to the Owner.

11.13 Any amendments that the Owner and/or Lessee may wish to make to the Delivery and Servicing Management Plan shall be submitted to the City Corporation for approval and no amendments shall come into force until they have been approved in accordance with the foregoing provisions of this Schedule.

11.14 Without prejudice to the City Corporation's powers, where there is any breach or non-compliance by the Owner with any term of the approved Delivery and Servicing Management Plan for the time being in force or any of the obligations contained in this paragraph 11 of Schedule 3, the City Corporation may:

11.14.1 enter the Site and carry out such measures or operations on the Site or adjacent highway as the City Corporation reasonably considers to be necessary to remedy the breach or non-compliance; and

11.14.2 recover from the Owner any costs and expenses reasonably incurred by the City Corporation in remedying such breach or non-compliance.

PROVIDED THAT the City Corporation shall give the Owner not less than twenty-one (21) Working Days' prior notice of its intention to remedy a breach or non-compliance in accordance with this paragraph 11.14 to allow the Owner an opportunity to remedy the same.

12 CARBON OFF-SETTING

12.1 The Developer shall EITHER:

12.1.1 deliver an Off-Site Project and provide written evidence of the delivery of the Off-Site Project within eight (8) weeks of Completion and prior to Occupation; OR

12.1.2 pay the Carbon Off-set Contribution (as specified in paragraph 12.2 of this Schedule 3) calculated in accordance with the following formula:

$$\text{Carbon Off-set Contribution} = (T - R) \times Y \times Z$$

Where T is the target reduction ("**the Target Reduction**") in the amount of carbon dioxide (expressed in tonnes) which reflects 35% of the Development's annual carbon dioxide emissions if constructed in accordance with the 2013 Building Regulations

R is the reduction in the amount of carbon dioxide (expressed in tonnes) which reflects the reduction in the Development's annual carbon dioxide emissions (when compared to the annual carbon dioxide emissions if constructed in accordance with the Building Regulations) which it is calculated will be achieved by the implementation of carbon reduction measures as determined by reference to the Energy Statement submitted to the City Corporation pursuant to the Application OR (in the event that a subsequent revised assessment of carbon dioxide emissions of the completed Development is provided pursuant to paragraph 12.2) by reference to that subsequent revised assessment

Y is the number of years for which the contribution is payable, being 30 years

Z is the cost of carbon per tonne taken from the Mayor's draft Sustainable Design & Construction SPG (paragraph 2.4.39) being £60 per tonne of carbon dioxide

and provided that the Carbon Off-set Contribution may be zero (or if negative shall be deemed to be zero).

12.2 Following the Completion Date but prior to Occupation the Developer shall confirm that the Energy Statement has been implemented or shall undertake and submit to the City Corporation an assessment of the carbon dioxide emissions of the completed Development so as to calculate the reduction in the amount of carbon dioxide (expressed in tonnes) which reflects the Development's annual carbon dioxide emissions which it is calculated will be achieved by the implementation of carbon reduction measures ("R" in the formula in paragraph 12.1.2).

12.3 In the event of a shortfall in the Target Reduction, the Developer will calculate the amount of Carbon Off-set Contribution referable to the said shortfall in accordance with the formula in paragraph 12.1.2 and shall pay the Carbon Off Set Contribution as follows (unless an Off-Site Project is delivered):

12.3.1 to the City Corporation to be paid into the City of London Carbon Off-set Scheme no later than eight (8) weeks following Completion of the Development (as notified to the City Corporation pursuant to clause 17.5); or

12.3.2 if no City of London Carbon Off-set Scheme is in place in the City of London at the time that payment should be made, into another recognised carbon off-setting scheme. Details of the other recognised schemes are to be provided to the City Corporation for approval not later than eight (8) weeks after Completion. The City Corporation shall consider the same and respond in writing within eight (8) weeks of such submission either approving, refusing or requesting further information and in the event of a refusal or request for further information shall respond within a further eight (8) weeks to any subsequent submission and if the City Corporation has not responded by the end of any eight (8) week period the relevant scheme is deemed to be approved, and

12.3.3 payment into the other recognised scheme shall be made within eight (8) weeks of such approval; and

12.3.4 evidence that the payment has been made shall be provided to the City Corporation within eight (8) weeks of the payment being made.

13 OPEN SPACE [PUBLIC ACCESS AREA] [ROOFTOP GARDEN]⁵

13.1 The Owner shall provide and retain the Open Space [Public Access Area] [Rooftop Garden] in accordance with this clause 13 for the life of the Building.

⁵ As appropriate

13.2 The Owner shall:

13.2.1 Submit to the City Corporation for approval the Open Space Specification and Open Space Method Statement prior to the Implementation Date and shall not Implement the Planning Permission until the Open Space Phasing Plan and Open Space Specification have been approved;

13.2.2 Construct the Open Space in accordance with the approved Open Space Specification and the approved Open Space Method Statement (as the same may have been varied from time to time with the prior written approval of the City Corporation);

13.2.3 Not allow Occupation of the Development until the Open Space has been completed to the reasonable satisfaction of the City Corporation.

13.3 The Owner covenants to:-

13.3.1 cleanse, maintain and keep in repair and working order the surface of and the lighting and drainage to the Open Space together with any furniture (as approved by the City Corporation) and hard and soft landscaping (as approved by the City Corporation);

13.3.2 cleanse, maintain and keep in repair and working order any furniture and structures which have been approved by the City Corporation;

13.3.3 cleanse maintain and keep in repair and working order the hard and soft landscaping which have been approved by the City Corporation;

13.3.4 keep the Open Space unobstructed (save for such tables, chairs or other items as may subject to prior approval by the City Corporation) and open to the public for access on foot for recreational purposes (which access may be gained by members of the public free of charge) at all times from the date of Completion of the Development **PROVIDED THAT** this obligation shall not be deemed to be breached by closure in the case of:

a) Force Majeure;

b) the requirement to carry out maintenance, cleaning renewal and necessary or required works, or works of restaurant and café fitting (where permitted) or other structural or non-structural alteration, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public, and in any event shall not continue for more than 48 hours without the prior written approval of the City Corporation, save in the case of Force Majeure;

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

13.3.5 keep the Open Space properly insured and in the event of damage, pay out any insurance payments on making good such damage;

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

- 13.4 For the avoidance of doubt, the Open Space shall remain private land and shall not become public highway or public Open Space unless otherwise agreed with the City Corporation.
- 13.5 In the event that the carrying out of development on the Site authorised by any necessary planning permission granted after the date of this Deed requires the closure of part or the whole of the Open Space, the obligations set out above relating to the Open Space shall cease to apply (or shall be varied or modified to the extent permitted by the relevant permissions or consent) upon the commencement of the development authorised by that planning permission that so requires such closure.

14 UTILITIES CONNECTIONS TO THE DEVELOPMENT

- 14.1 The Development shall not be Implemented until:
- 14.1.1 The City Corporation has been provided with details of the utility connection requirements of the Development including all proposed service connections, communal entry chambers, the proposed service provider and the anticipated volume of units required for the Development; and
- 14.1.2 A draft programme for the ordering and completion of service connections from the utility providers has been submitted to the City Corporation and the City Corporation's comments on the draft programme have been taken into account in the preparation of the final programme and the final programme has been submitted to the City Corporation.
- 14.2 No service connections shall be ordered unless in accordance with the final programme submitted to the City Corporation (unless otherwise agreed by the City Corporation in writing).

15 TELEVISION SURVEY

- 15.1 At least three (3) months prior to the Commencement Date, the Owner shall:
- 15.2 Carry out the Television Interference Survey and submit it together with a Survey Area Map to the City Corporation for approval.
- 15.3 Following such approval, carry out the First Interference Survey the results of which shall be submitted to the City Corporation for its information.
- 15.4 Without the prior agreement of the City Corporation, the Owner shall not Commence the Development until the First Interference Survey has been carried out and submitted.
- 15.5 As soon as reasonably practicable following Completion, the Owner shall carry out the Second Interference Survey, the results of which shall be submitted to the City Corporation for its information.
- 15.6 In the event that the Second Interference Survey reveals a significant deterioration in terrestrial television reception to a particular residential property or properties since the date of the First Interference Survey which is directly attributable to the Development (but not otherwise) the Owner shall pay the Mitigation Sum into a designated interest bearing account and provide to the City Corporation written details of that account.

- 15.7 The Owner shall pay to the owner or occupier of any affected residential property such part of the Mitigation Sum as is appropriate to mitigate any significant deterioration in terrestrial television reception.
- 15.8 The Owner shall notify the City Corporation in writing when any part of the Mitigation Sum is paid to the owner or occupier of any affected residential property as soon as reasonably practicable after any such payment has been made.
- 15.9 If the Mitigation Sum or any part of it has not been expended in connection with the Mitigation Measures after a period of two years following the date the Mitigation Sum was paid in to such account, then the unexpended part of such amount shall be returned to the Owner.

SCHEDULE 4

THE CITY CORPORATION'S OBLIGATIONS

1. APPLICATION OF FUNDS

- 1.1 When the City Corporation receives any Contribution or any payment from the Owner in respect of any obligations set out in Schedule 3 unless specifically provided otherwise, the City Corporation covenants and undertakes:
- 1.1.1 as soon as is reasonably practicable upon receipt, to pay such Contribution or payment into a separately identified interest bearing section of the City Corporation's combined accounts (unless the Parties agree otherwise) such accounts bearing the Bank of England base rate of interest from time to time on deposits and from which the relevant Contribution or payment together with its Accrued Interest can be identified from periodic statements until such time as such Contribution or payment (or any part thereof) are required for the purposes identified in the relevant paragraph of Schedule 3;
- 1.1.2 to apply such Contribution or payment only for the purposes respectively for which the same were paid as specified in the relevant paragraph of Schedule 3 (which for the avoidance of doubt may include professional and other fees and investigative works and studies incurred and/or undertaken by the City Corporation) or for such other purposes for the benefit of the Development as the Owner and the City Corporation agree **PROVIDED THAT** for the avoidance of doubt the City Corporation shall be entitled to treat any Accrued Interest or any Interest payable under clause 2320 as if it were part of the principal sum paid by the Owner; and
- 1.1.3 to issue to the Owner upon reasonable written request by the Owner prior to Completion and promptly on request following Completion (the "**Final Account**"), evidence of monies which have been expended, incurred and/or defrayed by the City Corporation and paid for by the Owner and certified by the Chamberlain of London detailing the purpose for which such sums have been applied.
- 1.2 Save for Schedule 4, paragraph 4.4 and save for any sums allocated towards maintenance of items funded by Contributions, in the event that any part or all of any of the Contributions have not been allocated or used for the said purpose within ten (10) years from the date of Completion (as notified to the City Corporation by the Owner pursuant to clause 17.5) and, unless the City Corporation and the Owner agree otherwise, the City Corporation covenants on written request from the Owner to repay such sums or amounts (or such part thereof) to the Owner with all Accrued Interest (but less any tax that may be payable thereon and the City Corporation's administration expenses) not later than the date of the final account issued pursuant to paragraph 1.1.3 above.

2. CONSENTS

- 2.1 Where any agreement, approval, consent, confirmation, comment or expression of satisfaction is required from the City Corporation under the terms of this Deed such agreement, approval, consent, confirmation, comment or expression of satisfaction shall not

be unreasonably withheld or delayed and shall be given in writing on behalf of the City Corporation by the Chief Planning Officer unless otherwise specifically provided for in this Deed.

- 2.2 Without limiting the generality of paragraph 2.1 of this Schedule 4 following, the submission of the Interim Travel Plan, the Travel Plan, the Delivery and Servicing Management Plan or revisions to such documents, the City Corporation shall consider the same and respond in writing within eight (8) weeks of such submission either approving, refusing or requesting further information and in the event of a refusal or request for further information shall respond within a further eight (8) weeks to any subsequent submission; and if the City Corporation has not responded by the end of any eight (8) week period the relevant plan or revision is deemed to be approved.
- 2.3 The City Corporation shall not be required to pay any costs in relation to any such agreement, approval, consent, confirmation, comment or expression of satisfaction referred to in this paragraph.

3. PUBLIC HIGHWAY WORKS

- 3.1 The City Corporation agrees to the following obligations in respect of the design and execution of the Works:-
- 3.1.1 The City Corporation shall be responsible for the design of and the securing of all necessary permissions agreements approvals licences and consents for the carrying out of the Works, including any necessary consents from adjoining highway authorities.
- 3.1.2 Subject to:
- a) the performance by the Owner of its covenants in this Deed;
 - b) the making of any traffic orders that the City Corporation considers necessary in order to enable the Works to be carried out;
 - c) the obtaining of all necessary approvals, consents, licences and other permissions (including any necessary Committee approvals) that may be required for the purposes of carrying out the Works; and
 - d) any changes to the Works that may be required as conditions of such approvals, consents, licences and permissions;

the City Corporation shall implement or procure the implementation of the Works in accordance with the terms of this Deed.

- 3.1.3 The City Corporation shall ensure as far as reasonably practicable that the Works are properly supervised and carried out in accordance with the completed design and in full compliance with all statutory and other requirements and the Owner shall be under no liability in respect of any breach of such matters.
- 3.2 The City Corporation shall:

- 3.2.1 not be obliged to adopt a design for the Works which results in the total cost of such Works exceeding the sum of monies due and paid or to be paid by the Owner in respect of those Works;
- 3.2.2 be entitled to use any part of the Initial Public Highway Works Contribution not required to pay for design costs and feasibility studies towards the cost of the Public Highway Works;
- 3.3 The performance of the obligations by the City Corporation to carry out the Works may be performed by its contractors or sub-contractors.
- 3.4 The City Corporation shall advise the Owner of any Public Highway Works Contribution Excess incurred or to be incurred by the City Corporation in executing the Public Highway Works and upon request by the Owner the City Corporation will provide sufficient evidence (with detailed breakdowns and supporting paperwork) of costs actually incurred or to be incurred.
- 3.5 It is agreed by the Parties that nothing in this Deed shall be taken to require the retention of the Public Highway Works or to restrict the City Corporation's exercise of its functions as highway authority or local authority and for the avoidance of doubt the City Corporation may in its sole discretion determine to remove or reverse the Public Highway Works.

4. CROSSRAIL CONTRIBUTION

- 4.1 Upon receipt of the Crossrail Contribution the City Corporation shall deposit it in an interest bearing account of its choosing bearing the Bank of England base rate of interest from time to time on deposits and from which the relevant Contribution together with its Accrued Interest can be identified from periodical statements and the Accrued Interest (less any tax payable and reasonable administrative costs and fees) shall be credited to the account.
- 4.2 The City Corporation shall procure that the Crossrail Contribution (together with any Accrued Interest) shall be applied by TfL towards the Crossrail Scheme (unless otherwise agreed by the City Corporation and TfL and the Owner) and for no other purposes.
- 4.3 Following receipt of the Crossrail Contribution the City Corporation shall transfer the said Contribution to the TfL Crossrail Sponsor Funding Account using its reasonable endeavours to achieve that transfer within thirty (30) days of the receipt of the said Contribution by the City Corporation.
- 4.4 If any part of the Crossrail Contribution or interest accrued thereon is not spent on the construction of the Crossrail Scheme within a period of ten (10) years after it was received by TfL the City Corporation shall procure that:
 - 4.4.1 TfL shall provide details of how the said Contribution has been collected and applied if such information is requested by the Owner;
 - 4.4.2 the unspent balance, together with any interest (less any tax properly payable by TfL and the City Corporation's administration expenses), shall be repaid to the Owner.

5. REMEDIAL HIGHWAY WORKS

- 5.1 The City Corporation shall carry out the Remedial Highway Works Inspection.

- 5.2 If following the Remedial Highway Works Inspection the City Corporation reasonably considers that Remedial Highway Works are required, the City Corporation shall as soon as reasonably practicable, and no later than one (1) year from the date of Completion (as notified to the City Corporation by the Owner in accordance with clause 17.5), issue to the Owner a Remedial Highway Works Notice.
- 5.3 Subject to the performance by the Owner of its obligations in paragraph 9 of Schedule 3 hereof and to the City Corporation obtaining all necessary consents licences approvals (including Committee approval) and any necessary traffic orders for the Remedial Highway Works, the City Corporation shall use Reasonable Endeavours to commence, diligently proceed with and thereafter complete the Remedial Highway Works.
- 5.4 With the exception of paragraph 1.1.3, paragraph 1 of Schedule 4 shall apply to any sum(s) paid by the Owner to the City Corporation pursuant to its obligations in paragraph 8 of Schedule 3 **PROVIDED THAT** in the event of the Owner (or its successors) defaulting in the performance of its covenants herein the sums so deposited may be used by the City Corporation for the purpose of performing such covenants or carrying out any required reinstatement or repair to the highway.
- 5.5 Following completion of the Remedial Highway Works the City Corporation shall give the Owner a final verified account of the Remedial Highway Works Costs and within eight (8) weeks of the date of that account, if the account shows that the sums already paid by the Owner exceed the sum shown on the final account, the City Corporation shall repay the excess to the Owner together with any Accrued Interest (but less any tax that may be payable thereon and the City Corporation's administration expenses).

SCHEDULE 5

TRAVEL PLAN

The Travel Plan will be a basis for promoting sustainable travel to and from the Site. This schedule consists of two main components: instructions for an Interim Travel Plan (Part I), and instructions for the Travel Plan itself (Part II).

PART I: Components of the Interim Travel Plan

The aim of the Interim Travel Plan is to make sustainable travel choices easier to make from the outset of Occupation, before travel habits become entrenched. In drawing up the Interim Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Travel Plan:

1. TRIPS AND CHOICES

Details of the estimated number of new trips resulting from the Development and the predicted share across different transport modes.

2. SITE ASSESSMENT

An overview of the existing transport links serving the Site including public transport, cycle and walking routes. Realistic alternatives to car use should be identified and any barriers to non-car use highlighted. Possible improvements to the area that would encourage the use of environmentally friendly travel options should be examined.

3. FACILITY AUDIT

Details of facilities provided on site by the Development which will encourage the use of sustainable means of transport, in particular cycling and walking.

4. ROLES AND RESPONSIBILITIES

Appointment of a Travel Plan co-ordinator to oversee the development and implementation of the Travel Plan.

5. ACTION PLAN AND TIMETABLE

Outline for the development of the Travel Plan after Occupation in accordance with the principles set out in Part II of this Schedule. This should include an undertaking that an induction pack detailing sustainable travel options will be provided to the Occupiers before occupation for use in their staff induction process.

PART II: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Site. In drawing up the Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan:

1. SITE ASSESSMENT

A summary of the Site accessibility data included in the Interim Travel Plan.

2. ROLES AND RESPONSIBILITIES

Creation of a Steering Group to oversee the development of the Travel Plan and provide guidance and high-level support and ensure the allocation of sufficient staff time to the development of the Travel Plan as appropriate.

3. TRAVEL SURVEY

A survey of staff travel to work patterns and attitudes to identify:

- How staff currently travel;
- Where staff travel from;
- Why staff choose to travel the way they do;
- Whether staff are able / willing to change and what measures might encourage them to do so.

4. TRAVEL AUDIT

An audit of all travel generated to include business travel, visitors, deliveries / suppliers and fleet vehicles where applicable.

5. OBJECTIVES, TARGETS AND INDICATORS

Identification of the high level objectives of the Travel Plan. These should include the following:

- Emissions/vehicle reduction initiatives;
- Public Transport Initiatives;
- Walking and cycling initiatives;
- The identification of measurable goals and indicators to assess progress against objectives. A reporting mechanism to the City Corporation needs to be established.

6. IDENTIFICATION OF MEASURES

Practical measures through which targets are to be met and objectives may be achieved based upon the results of the survey and audit.

7. AWARENESS RAISING AND MARKETING

Regular promotion of measures to facilitate the Site's accessibility by means other than private motor vehicles including as appropriate information to be incorporated into publicity material and by making copies of the Travel Plan available to staff, visitors and customers to the Development.

8. REVIEW AND MONITORING

The Owner shall ensure that the Travel Plan contains arrangements for its review and monitoring on an annual basis. It is acknowledged that it may be appropriate to amend the Travel Plan by agreement in response to changing circumstances. A reporting mechanism to the City Corporation needs to be established.

SCHEDULE 6

DELIVERY AND SERVICING MANAGEMENT PLAN

The Delivery and Servicing Management Plan shall be the basis for the provision of efficient building servicing practices and ensure that any adverse effects to the operation of pedestrian or vehicular transport routes or networks are avoided, remedied or mitigated to the satisfaction of the City Corporation.

Components of the Delivery and Servicing Management Plan

The components of the Delivery and Servicing Management Plan shall include, but are not limited to:

1. SITE ASSESSMENT

Details of the Development including the number and size of the individual units, the use class and / or tenancy of each unit, details of the servicing bay arrangements, and any highway servicing facilities that may exist in the adjacent area.

Please note that generally the servicing of any building or development is expected to be contained internally within the curtilage of the site.

2. TRIP AND VEHICLE ASSESSMENT

A detailed estimate of the number of delivery trips resulting from the Development, the predicted distribution between the building Occupiers, tenants or operators and the predicted proportion of different sizes of delivery vehicles.

A detailed estimate of any cycle courier / motorcycle courier deliveries are to be noted in any assessment.

3. DELIVERY ROUTE AND ARRIVAL / DEPARTURE ASSESSMENT

An overview of the existing transport links serving the site including pedestrian, cycle and vehicular modes. Any weight or width restrictions are to be noted as are any expected changes to these routes as a result of works related to this Development or other current / future developments.

The expected delivery routes on any local access roads (refer to Local Plan for the City Corporation (adopted January 2015) are to be noted including any known or predicted congestion areas or sites of other adverse traffic effects. If known, the times of any congestion or adverse traffic effects are to be noted.

The proposed spread of arrival times through the day and the expected duration of the respective delivery slots are to be noted. Off-peak deliveries are expected to take place wherever possible.

Details of any cycle courier / motorcycle courier delivery routes are to be noted in any assessment.

4. REFUSE REMOVAL AND MANAGEMENT

The management of refuse and recycling is to be detailed. This is to include any storage and compaction facilities and the method by which waste or recycling is to be brought to these facilities.

The number and times of any daily, weekly or other refuse or recycling pickups by City Corporation or other private refuse collection vehicles are to be noted. This is to include any secure document shredding collection vehicles.

5. DELIVERY MANAGEMENT

The method by which the servicing bay and other servicing areas are to be managed is to be described in detail. This is to include identification of the operator / operators of the servicing areas and the number of staff they will have in operation at any one time, shift times or other variations in staff numbers are to be noted. The methodology of any security inspections or other security related measures or assessments that will be undertaken is also to be described in detail.

Please note that all security inspections or other security related measures or assessments are to be undertaken within the curtilage of the Site, at no stage may any inspections be undertaken on the public highway or other area covered by a public right of way.

SCHEDULE 7

LOCAL PROCUREMENT STRATEGY

The Local Procurement Strategy shall include details of:

1. initiatives to identify local procurement opportunities relating to the construction of the Development, such initiatives to include identifying opportunities for using Local SMEs to tender for goods and services and using Local SMEs for the provision of goods and services (whether or not those goods and services are tendered for);
2. initiatives that ensure that a target of 10% averaged across the entire construction procurement spend on all goods and services by the Owner and all contractors and sub-contractors is spent with Local SMEs;
3. initiatives to overcome barriers to Local SMEs in accessing the supply chain in respect of the construction phase of the Development;
4. the timings and arrangements for the implementation of such initiatives at various identified stages pre-demolition, demolition and construction up to Occupation; and
5. suitable mechanisms for the monitoring of the effectiveness of such initiatives, such mechanisms to include timings for the submission of periodic monitoring reports and a final monitoring report which assesses the performance of the Owner and all contractors and sub-contractors to achieve the 10% Local SME procurement spend target identified in the Local Procurement Charter and benchmark that performance against the approved Local Procurement Strategy and the estimated or actual total (as the case may be) construction procurement spend on all goods and services; and
6. the overall estimated construction procurement budget for spend on all goods and services, in order to assist the City Corporation in assessing the Owner's performance in achieving the 10% Local SME procurement target in accordance with the Local Procurement Charter.

SCHEDULE 8

APPROVED AFFORDABLE HOUSING MIX

The total number of Social Rented Units / affordable rented units/intermediate units

x 1 bed

x 2 bed

x 3 bed

x 4 bed

The total number of Social Rented Units / affordable rented units/ intermediate units with Nomination rights

x 1 bed

x 2 bed

x 3 bed

x 4 bed

The total number of Social Rented Wheelchair Accessible Units / affordable rented units / intermediate units with Nomination Rights

x 1 bed

x 2 bed

x 3 bed

x 4 bed

