

Date: 23rd December 2011

St George Central London Limited (1)

St George Plc (2)

**The Mayor and Burgesses of the London Borough of
Hammersmith & Fulham (3)**

**Deed of Agreement made pursuant to
S106 Town and Country Planning Act 1990**

relating to Fulham Reach, London, W6

Minerva House
5 Montague Close
London SE1 9BB
DX: 156810 London Bridge 5

T 020 7593 5000
F 020 7593 5099
www.wslaw.co.uk

32308/2/221211094317.doc
VN 2 221211 10-54-00

Winckworth
Sherwood

Solicitors and
Parliamentary Agents

TABLE OF CONTENTS

1.....DEFINITIONS	1
2.....INTERPRETATION	20
3.....STATUTORY AUTHORITY.....	20
4.....CONDITIONALITY OF THIS DEED.....	22
5.....SGCL'S FURTHER COVENANTS WITH THE COUNCIL.....	22
6.....COUNCIL'S COVENANTS AND OBLIGATIONS WITH SGCL.....	22
7.....CONSENTS AND GOOD FAITH IN RELATION TO THIS DEED	24
8.....DISPUTE RESOLUTION.....	24
9.....NOTICE.....	26
10...INDEX LINKED AND INTEREST ON LATE PAYMENT.....	27
11...COUNCIL'S FUNCTIONS AS LOCAL AUTHORITY	27
12...THE COUNCIL'S COSTS	27
13...LOCAL LAND CHARGE REGISTRATION AND RELEASE	27
14...OWNERSHIP	28
15...RELEASE OF BONDS.....	28
16...GUARANTEE	28
17...CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999	29
SCHEDULE 1.....	30
DRAFT PLANNING PERMISSION	30
SCHEDULE 2.....	31
DISCOUNTED MARKET SALE HOUSING	31
SCHEDULE 3.....	53
EDUCATION	53
SCHEDULE 4.....	54
FRANK BANFIELD PARK - PART 1 MAINTENANCE OF FRANK BANFIELD PARK	54
PART 2 - PARK MAINTENANCE SPECIFICATION	55

SCHEDULE 5.....	56
OPEN SPACES AND PUBLICLY ACCESSIBLE AREAS.....	56
SCHEDULE 6.....	57
APPRENTICESHIPS AND LOCAL LABOUR SCHEME.....	57
SCHEDULE 7.....	58
TOWN CENTRE IMPROVEMENTS.....	58
SCHEDULE 8.....	59
THAMES PATH AND RIVER WALL WORKS.....	59
SCHEDULE 9.....	62
ON STREET PARKING & CAR CLUB.....	62
SCHEDULE 10.....	65
IMPROVEMENTS TO THE ENVIRONMENT.....	65
SCHEDULE 11.....	67
BOAT CLUB.....	67
PART 1.....	67
PART 2.....	69
SCHEDULE 12.....	70
HEALTHCARE CONTRIBUTIONS.....	70
SCHEDULE 13.....	71
RIVERSIDE STUDIOS.....	71
SCHEDULE 14.....	72
DISTILLERY CENTRE.....	72
SCHEDULE 15.....	74
CCTV.....	74
SCHEDULE 16.....	75
THAMES TUNNEL.....	75
SCHEDULE 17.....	76
PUBLIC ART.....	76
SCHEDULE 18.....	77

MARKETING OF WHEELCHAIR UNITS..... 77
SCHEDULE 19..... 78
DRAFT LETTER OF RELEASE..... 78

THIS DEED is made this 23rd day of December 2011

BETWEEN:

- (1) **ST GEORGE CENTRAL LONDON LIMITED ("SGCL")** of St George House, 76 Crown Road, Twickenham, TW1 3EU
- (2) **ST GEORGE PLC** (the "Guarantor") of St George House, 76 Crown Road, Twickenham TW1 3EU
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** (the "Council") of Town Hall, King Street, Hammersmith, London W6 9JU

WHEREAS:

- (A) SGCL is the legal owner of the Site in fee simple and is the registered proprietor under Title Number BGL78880
- (B) The Council is the legal owner of the Distillery Centre in fee simple is the registered proprietor under Title Numbers LN733, BGL75965 and LN224523 and SGCL has exchanged contracts on the date of this deed to acquire the Distillery Centre
- (C) The Guarantor is the parent company of SGCL and acts as guarantor in relation to SGCL's obligations regarding the Thames Path
- (D) The Council is the local planning authority for the purposes of this Deed and the 1990 Act for the area in which the Site is situated
- (E) The Council has resolved to grant the Planning Permission for the Development provided that SGCL and the Guarantor enter into this Deed

PURSUANT TO THE POWERS CONTAINED in Section 106 of the Town and Country Planning Act 1990 IT IS HEREBY AGREED AND DECLARED between the Parties hereto as follows:

1. Definitions

In this Deed (including the Recitals and Schedules) the following definitions shall have the following meanings

the 1990 Act

means the Town and Country Planning Act 1990

the 1991 Act

means the New Roads and Streetworks Act 1991

Apprenticeship

means a recognised apprenticeship programme or similar training and work experience programme undertaken with SGCL its contractors sub-contractors or operators

Average Weekly Earnings Index

means in relation to the Discount Purchaser Initial Financial Criteria and the Discount Purchaser Revised Financial Criteria increased by the amount of the percentage increase in the most recently published average earnings figure (calculated by reference to the average weekly earnings index produced by the office for National Statistics) in the period of 12 months from the date of this Deed and each subsequent period of 12 months after each anniversary of that date up to a maximum of 5% in any one year

Boat Club Building

means a building to shell and core finish with all mains services connected and including the provision of kitchen and changing room facilities (but otherwise not fitted out) together with boat storage and maintenance facilities in accordance with the Boat Club Specification

Boat Club Land

means the land shown for the purpose of illustration only shaded red on plan number S106_004 (Location of Boat Club on Ground Floor)

Boat Club Scheme

means a scheme for:-

- (a) the construction of the Boat Club Building and;
- (b) the operation and management of a boat club from the Boat Club Building

- (c) the terms and conditions of access and use for the Boat Club and other authorised users in relation to boating activity to the jetty which is to be constructed by SGCL PROVIDED ALWAYS THAT such terms and conditions shall be intended to facilitate use of the jetty for boating purposes but to ensure the health and safety of the general public

which for the avoidance of doubt shall be at a total maximum cost of THREE MILLION POUNDS (£3,000,000.00) Index Linked

Boat Club Specification

means the preliminary specification for the Boat Club Building appended at Schedule 11 Part 2

Car Club Scheme

means a scheme for sharing private car facilities to be made available for owners and occupiers of the Development and other persons who wish to become members of the scheme

Car Club Spaces

means up to 10 car parking spaces to be made available for sole use (if required) to facilitate the operation of the Car Club

CCTV Contribution

means the sum of FIFTY THOUSAND POUNDS (£50,000.00)

CCTV Linkage

means fibre optic cables running between the Development and (i) Fulham Palace Road and (ii) Queen Caroline Road to connect the closed circuit television system within the Development to the Council's central closed circuit television control centre

Certificate of Practical Completion

means the certificate issued in accordance with Paragraphs 3.2, 4.1 and 4.3 of Schedule 8 to this Deed

Commencement

means commencement of the Development by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT for the purposes of this Deed the following shall not be taken to be a material operation and shall not amount to Commencement:-

- (a) works of demolition and site clearance
- (b) ground investigation or site survey work
- (c) construction of boundary fencing or hoarding
- (d) archaeological investigation
- (e) works exclusively of decontamination or remediation
- (f) preparatory works below ground level
- (g) works relating to the laying or diversion or connection of services

Commencement Notice

means written notice given by SGCL to the Council stating that Commencement has taken place and specifying the date of Commencement

Commercial S106 Agreement

means the deed made between the Council (1) Hammersmith Nominee 1 Limited (2) Hammersmith Nominee 2 Limited (3) and Deutsche Bank AG (4) pursuant to s106 of the Act and dated 9 March 2007 as varied by a deed made between the same parties and dated 6 August 2008

Committed for Use

means that the Council has:-

- (a) entered into a legally binding contractual commitment to pay for works and/or services for which SGCL is paying a

contribution pursuant to this Deed

- (b) has otherwise publicly and demonstrably committed to deliver operate and/or utilise works and/or services for which SGCL is paying a contribution pursuant to this Deed; or
- (c) has publicly and demonstrably secured the necessary authority (whether by way of its scheme of delegation or cabinet or committee authority or otherwise) to deliver operate and/or utilise works and/or services for which SGCL is paying a contribution pursuant to this Deed

Community Sports Contribution means the sum of THREE MILLION POUNDS (£3,000,000.00) Index Linked

Community Use means use for Use Class D1 non-residential institutional purposes

Community Use Contribution means the sum which is the difference between:-

- a) The value of the Distillery Centre for Community Use which FOR THE AVOIDANCE OF DOUBT shall not be less than ONE MILLION TWO HUNDRED AND FIFTY THOUSAND POUNDS (£1,250,000.00); and
- b) The value of the Distillery Centre as stated by the surveyor appointed pursuant to proviso i) to Paragraph 2.4 of Schedule 14

PROVIDED ALWAYS THAT the said sum shall not in any event exceed the sum of TWO MILLION TWO HUNDRED AND FIFTY THOUSAND POUNDS (£2,250,000.00)

Council's Home Buy Unit

means the organisation that is the principal delegated agent of the Zone Agent, Metropolitan Home Ownership and is responsible for all low cost home ownership products in the area of the London Borough of Hammersmith & Fulham or any successor organisation

CPZ Contribution

means the sum of ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000) Index Linked

CPZ Works Notice

means a written notice from the Council to SGCL stating that it is about to undertake or procure the undertaking of works to alter or extend controlled parking zones in the vicinity of the Site and requires SGCL to pay the final instalment of the CPZ Contribution

Deed of Restriction

means a deed in relation to the initial sale of the Discounted Market Sale Units in the form attached in the Appendix to Schedule 2 to this Deed

Determining Surveyor

means an independent person suitably qualified and jointly appointed by SGCL and the Council (which appointment may be terminated by either Party on reasonable notice whereupon a suitable replacement will be agreed between the Parties) acting (as expert not arbitrator) equally for each Party but at SGCL's expense to value a Discounted Market Sale Unit on an Open Market Value basis pursuant to the provisions of Paragraph 3.3 of Schedule 2 to this Deed

Development

means redevelopment of the Site to provide 744 residential units, ancillary residents' gym and pool; 3,823 sqm. of commercial floor space (Use Classes A1-A4, B1, D1 and D2); 440 sqm. boat storage facility and ancillary boat club facilities (Use Class B1/A4/D1/B8); comprising 8 blocks (ranging from 3 to 9 storeys in height); basement

level parking for 470 cars, 44 motorcycles and 956 bicycles; a pontoon extending into the Thames River; landscaped open space; works to the Thames Path; new site access arrangements; alterations to the public highway and realignment of access routes through Frank Banfield Park and Park boundary treatment; (Approval sought for Access, Layout and Scale, with matters of Landscaping and Appearance reserved for later determination). Plus; Full details (Access, Layout, Scale, Appearance, Landscaping) for Phase 1; comprising 138 residential units; 1,169 sqm. of commercial floor space (Use Classes A1-A4, D1 and D2) and 440 sqm. boat club/storage facility (Use Classes B1/A4/D1/B8) within a 8 storey building, with podium level private amenity space (Block A); Thames Path works; Thames River Pontoon; vehicle access to basement parking level off Chancellor's Road and landscaping in accordance with the Planning Permission

Development Phase

means a phase of the Development

Director of Environment

means the Council's Director of Environment or his successor in title or such other officer whose designation has been notified to SGCL in writing

Director of Housing & Regeneration

means the Council's Director of Housing & Regeneration or his successor in title or such other officer whose designation has been notified to SGCL in writing

Discount Market Sale Purchaser

means a person who

- (i) has been a resident of the London Borough of Hammersmith & Fulham for the whole of the preceding 12 month period SAVE THAT if the Discounted Market Sale Unit is not subject to a contract for sale within 42 days (after the

Open Market Value is settled pursuant to Schedule 2 to this Deed then the sale can be to a resident of the London Borough of Hammersmith & Fulham even though such resident may have lived in the Borough for less than 12 months; or

- (ii) is employed within the London Borough of Hammersmith & Fulham; or
- (iii) has been formally offered and has formally accepted employment within the London Borough of Hammersmith & Fulham;

and, in each of the above cases

- (iv) has no ownership or part ownership in another residential property which he is able to occupy further in the United Kingdom or abroad (unless otherwise agreed by the Council); and
- (v) satisfies the Discount Purchaser Initial Financial Criteria (save that if the Discounted Market Sale Unit is not the subject of a contract for sale with a Discounted Market Sale Purchaser within 42 days after the Open Market Value is settled pursuant to Paragraph 3.3 of Schedule 2 to this Deed it is sufficient if the person satisfies the Discount Purchaser Revised Financial Criteria)

Discounted Market Sales Unit(s) means the 186 residential units (or one of them) which are to be sold at a discount from Open Market Value pursuant to the terms of Schedule 2 to this Deed

Discount Purchaser Initial means total gross annual household income (at

Financial Criteria

the date of application for the relevant type of Discounted Market Sale Unit) does not exceed:-

- (a) in the case of either:-
 - (i) a DMS Two Bedroomed Unit; or
 - (ii) a DMS Manhattan Unit which is to be sold at the Standard DMS Manhattan Unit Price

SIXTY FOUR THOUSAND POUNDS (£64,000) Index Linked per annum; and

- (b) in the case of a DMS Manhattan Unit which is to be sold at the Discounted DMS Manhattan Unit Price FIFTY THOUSAND POUNDS (£50,000) Index Linked per annum

or such other sum as shall from time to time be agreed in writing between the Council and SGCL

Discount Purchaser Nomination List

means a written list to be provided by the Council to SGCL or (in the case of a second or subsequent sale of a relevant property) the transferee of a relevant property from time to time in accordance with the provisions of Schedule 2 in this Deed

Discount Purchaser Revised Financial Criteria

means total gross household income at the date of application for any type of Discounted Market Sale Unit does not exceed SEVENTY FOUR THOUSAND POUNDS (£74,000) Index Linked

Discounted DMS Manhattan Unit Price

means ONE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS (£175,000.00) Index Linked

Dispute

means any dispute issue difference question or claim as between SGCL and the Council relating

to or arising under, out of or in connection with this Deed

Dispute Notice

means a Notice requiring a Dispute to be referred to a Referee, setting out the nature, basis, brief description of the Dispute and the Clause or Paragraph of this Deed pursuant to which the Dispute has arisen and, the redress being sought and the proposed Referee

Dispute Resolution Procedure

means the dispute resolution procedure set out in Clause 8 of this Deed

Distillery Centre

means the land and building shown for the purpose of identification only edged red on plan number S106_006 (Distillery Lane Centre) on the Site Plan

DMS Manhattan Unit

means the 1 bedroomed Discounted Market Sale Units to be provided by way of the "Manhattan" design (of which there are a total of 149 units)

DMS Scheme

means in relation to the second or any subsequent phase of the Development a plan showing the location of the Discounted Market Sale Units within the relevant blocks together with details of the number and mix of the Discounted Market Sale Units and a statement as to whether any DMS Manhattan Units are to be sold at the Discounted DMS Manhattan Unit Price or the Standard DMS Manhattan Unit Price

DMS Two Bedroomed Unit

means a two bedroomed Discounted Market Sale Units (of which there are a total of 37 units)

Education Contribution

means the sum of ONE MILLION POUNDS (£1,000,000.00) Index Linked divided into instalments to be paid in accordance with the provisions of Schedule 3 to this Deed

Equity Payment

means the sum equivalent to the higher of:-

- (a) the percentage difference between the Relevant Discounted Sale Price for any Discounted Market Sale Unit and the Open Market Value of that unit where the Open Market Value is equivalent to 100%; and
- (b) 30% of Open Market Value

Engineer

means a Council highway engineer appointed by the Director of Environment

Exterior Improvements

means the adopted highways and environment to be improved outside the Site's boundary including (inter alia) works to improve the Fulham Palace Road corridor, pedestrian and other highways works in Chancellors Road and Distillery Road (including but not limited to raised tables to aid traffic calming and form pedestrian crossing points) works to improve the pedestrian environment and enhance the public realm within the area between the Site and Hammersmith town centre and pedestrian route provision in the immediate vicinity of the Site monitoring the travel plans of SGCL and the Thames Path Works

U.R.

Exterior Improvements Contribution

means the sum of THREE MILLION ^{TWO} AND ~~THREE~~ ^{FIFTY} FIVE HUNDRED THOUSAND POUNDS
 (£3,300,000.00) ~~(£3,250,000.00)~~ ^(£3,500,000.00)

CI

Final Certificate

means a certificate issued by the Council confirming that the works in relation to which that certificate is issued have been completed to the satisfaction of the Council

Frank Banfield Park

means the park shown for the purpose of illustration only shaded green on plan number S106_005 (Frank Banfield Park) on the Site Plan

Head of Legal Services

means the Council's Assistant Director (Legal and Democratic Services) or his successor in title or such other officer whose designation has been notified to SGCL in writing

Healthcare Contribution

means the sum of THREE HUNDRED THOUSAND POUNDS (£300,000) Index Linked as a contribution towards the cost of procuring additional healthcare facilities and services within a two mile radius of the Development in order to meet increased demand for such services and facilities as a result of the Residential Units within the Development being In Occupation

Highways Act

means the Highways Act 1980

In Occupation

means the earlier of:-

- (a) the date on which a Residential Unit is physically occupied as a private residence for the first time; or
- (b) the date of legal completion of a long leasehold interest in a Residential Unit by SGCL to a third party

Index

means :-

- (a) in relation to total gross household income for the purposes of the Discount Purchaser Initial Financial Criteria and the Discount Purchaser Revised Financial Criteria the Average Weekly Earnings Index; and
- (b) for all other purposes the retail price index measure of inflation published monthly by the office for National Statistics

Index Linked

means adjusted in accordance with the Index by multiplying in each case the payment due by a

fraction whose denominator shall be the last Index monthly figure published before the date of this Deed and whole numerator shall be the last Index monthly figure published before the date on which the payment is due PROVIDED ALWAYS that the amount of the relevant contribution or price shall not be reduced below that stated in this Deed

Interest Bearing Account

means an interest bearing account with a major clearing bank which attracts interest at as high as possible a rate on terms which would be acceptable to a reasonably prudent local authority

Interest Rate

means interest at the base rate for the time being of Barclays Bank plus 4%

Letter of Release

means a letter similar in form to the draft attached at Schedule 19 confirming the release of one or more of the Planning Obligations as requested by SGCL and otherwise in accordance with Clause 6.4 of this Deed

Maintenance Period

means (in relation to the Thames Path) the period of one year extended by any period which SGCL takes to remedy any defect notified to SGCL by the Engineer pursuant to paragraph 4.3 of Schedule 8 to this Deed to the reasonable satisfaction of the Council commencing on the date on which the Certificate of Practical Completion is issued

Open Market Value

means the best price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming:-

- (a) a willing seller;
- (b) that, prior to the date of valuation, there had been a reasonable period (having

regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;

- (c) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion

Open Space Contribution

means the sum of EIGHT HUNDRED THOUSAND POUNDS (£800,000) Index Linked which is to be used to improve public open space within a two mile (3.2km) radius of the Development in accordance with the provisions of Schedule 5 to this Deed

Park Maintenance Specification

means the agreed specification for maintaining Frank Banfield Park a copy of which is appended at Part 2 of Schedule 4

Party and Parties

means SGCL, the Guarantor and/or the Council as appropriate

PCT

means the NHS Hammersmith and Fulham (Primary Care Trust) of 15 Marylebone Road, London NW1 5JD or such other public healthcare provider as shall be agreed between SGCL and the Council

Phase One

means the first phase of the Development to be constructed in the location shown edged red on plan number S106_002 (Site Plan Phase 1) on the Site Plan

Phase One DMS Units

means the 22 DMS Manhattan Units to be provided within Phase One of the Development of which:-

- (d) 11 DMS Manhattan Units shall be made available for sale by SGCL at the Discounted DMS Manhattan Unit Price; and
- (e) 11 DMS Manhattan Units shall be made available for sale by SGCL at the Standard DMS Manhattan Unit Price

Planning Obligation(s)

means the planning obligations in this Deed

Planning Permission

means the planning permission with reference number 2011/00407/COMB

Playground

means the playground which is currently laid out on the land which is shown for the purpose of illustration only hatched blue on plan S106_007

Practical Completion

means in relation to any works or unit within the Development substantial completion of those works or that unit to a stage where it is fit for use or occupation and Practically Complete and Practically Completed shall be construed accordingly

Private Residential Unit(s)

means a residential unit within the Development which is available for sale on the open market and not as a Discounted Market Sale Unit

Proper Officer

means the Council's Director of the Environment or that officer's successor in title or such other officer whose designation has been notified to

SGCL in writing

Publicly Accessible Areas

means the areas of the Development which SGCL shall permit the public to have access to pursuant to the provisions of Paragraph 4 of Schedule 5 to this Deed as shown for the purpose of illustration only coloured green on the plan number 00392_3001 (Publicly Accessible Area)

Public Art Contribution

means the amount of FIFTY THOUSAND POUNDS (£50,000.00) to be used for the commission and installation of public art work to be located on the Site

Public Art Strategy

means a list of items of public art (which may include ornamental pieces, signage) and which must include information displays about the Site, its history and environs, which is to be agreed between SGCL and the Council and provided by SGCL within the Development or (with the agreement of the Council) in the vicinity of the Site

Referee

means a member of suitable experience of an appropriate professional body who is appointed pursuant to Clause 8 in this Deed

Release Payment

means a payment of the sum equivalent to 30% of Open Market Value (or such other sum as shall be agreed between SGCL and the Council as an acceptable price for releasing the covenant) made to SGCL by a Discount Market Sale Purchaser in return for SGCL releasing its covenant restricting the class of persons to whom and terms upon which a Discounted Market Sale Unit may be sold

Relevant Discounted Sale Price

means the lower (at the date on which contracts are exchanged for sale) of:-

- (i) Either:-

- (a) in relation to a DMS Two Bedroomed Unit the sum of TWO HUNDRED AND TWENTY FOUR THOUSAND POUNDS (£224,000.00) Index Linked; or
- (b) in relation to the 74 DMS Manhattan Units the Standard DMS Manhattan Unit Price;
- (c) in relation to the 75 DMS Manhattan Units the Discounted DMS Manhattan Unit Price;

or

- (ii) 70% of the Open Market Value of the relevant unit

Residential Unit(s)

means Private Residential Units and Discounted Market Sale Units or any one of them

River Wall

means the river wall on the Site which runs the length of the Thames Path

River Wall Works

means the specifications and drawings approved by the Planning Permission for the River Wall

Riverside Studios

means Riverside Studios Crisp Road Hammersmith London W6 9RL

the Site

means the site known as Fulham Reach, London, W6 described by the Land Registry as "being land on the south west side of Distillery Road, London" and which is shown edged red on the Site Plan

the Site Plan

means the plan annexed to this Deed marked as plan number S106_001 (Site Plan)

Standard DMS Manhattan Unit Price

means the sum of TWO HUNDRED AND TWENTY FOUR THOUSAND POUNDS (£224,000.00) Index Linked

Surveyor	an independent person or persons suitably qualified and jointly appointed by SGCL and the Council (which appointment may be terminated by either Party on reasonable notice whereupon a suitable replacement will be agreed between the Parties) acting equally for each Party but at SGCL's expense to value each Discounted Market Sale Unit on an open market basis and where appropriate to provide updated valuations jointly to SGCL and the Council on a quarterly basis or otherwise as agreed between the parties
Thames Path	means the part of the riverside walkway to be provided within the Site shown as plan number S106_003 (Thames Path)
Thames Path Consent	means the specifications and drawings approved by the planning permission 2011/01155/FUL for the Thames Path
Thames Path Works	the works to provide the Thames Path pursuant to the Thames Path Consent
Thames Regional Rowing Council	means the organisation which enables the Thames region to develop rowing at all levels whose address is c/o British Rowing, 6 Lower Mall, London W6 9DJ
Thames Tunnel	means the project to develop and operate a wastewater storage and transfer tunnel for the purpose of meeting the requirements of the Urban Waste Water Treatment Directive including all necessary tunnels, shafts and other infrastructure necessary to connect existing CSOs into the main tunnel and other development necessary for the construction and operation of the tunnel including (without limitation) jetties and other structures within the River Thames, provision of power supplies and other services and provision of odour control and air management equipment to

the tunnel

Thames Water

means Thames Water Utilities Limited whose registered office is at Clearwater Court Vastern Road Reading Berkshire RG1 8DB (Company Number 02366661)

Town Centre Design Fees Contribution

means the sum of up to EIGHTY FIVE THOUSAND POUNDS (£85,000.00) Index Linked as a contribution towards the costs of the Council's design fees in relation to Town Centre Improvement Projects

Town Centre Design Fees Notice

means a written notice from the Council to SGCL specifying:-

- (a) the Town Centre Improvement Project in relation to which it requires the Town Centre Design Fees Contribution to be paid; and
- (b) a reasoned justification of the amount it requires by way of the Town Centre Design Fees Contribution

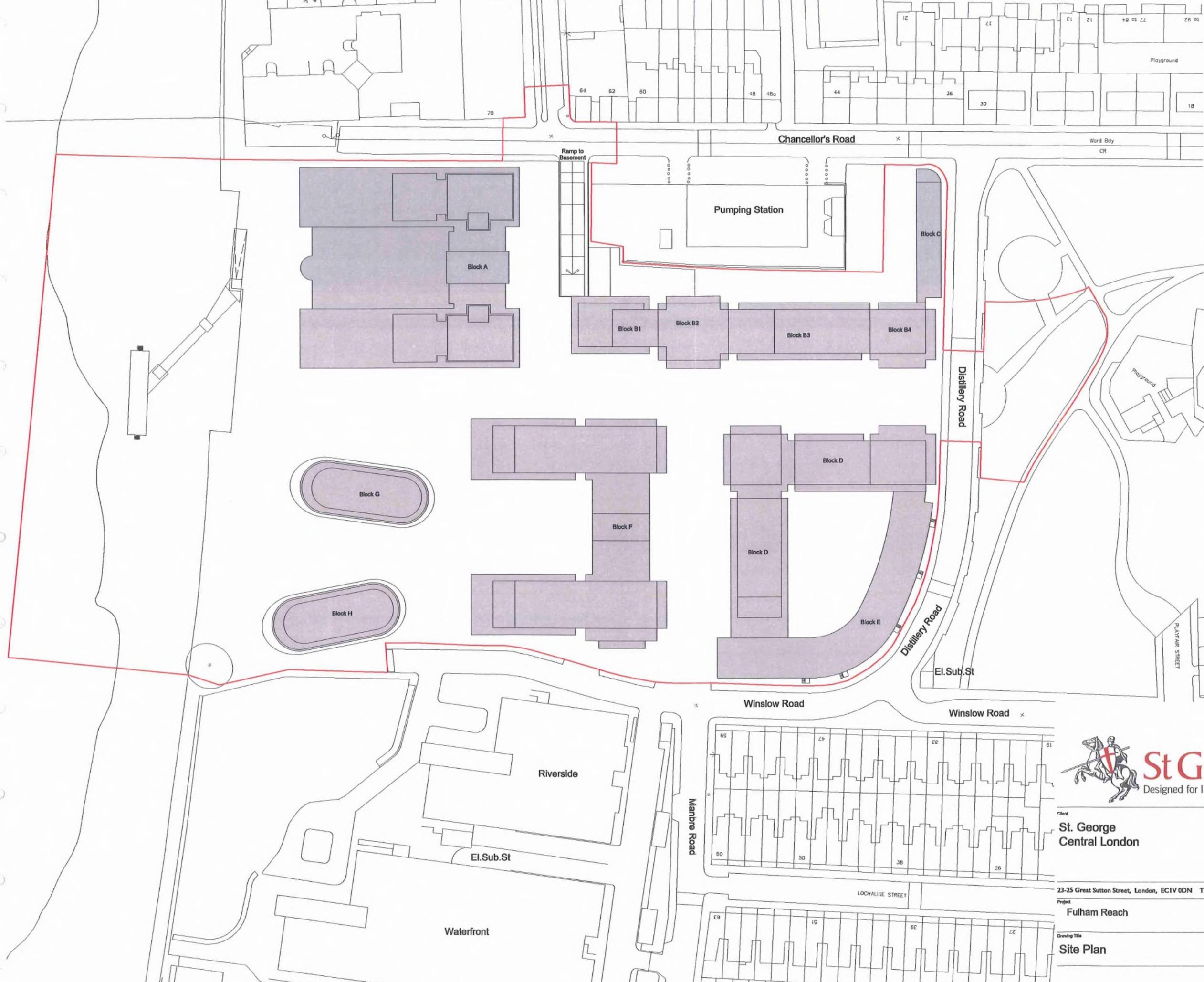
Town Centre Improvement Contribution

means the sum of EIGHT HUNDRED AND FIFTY THOUSAND POUNDS (£850,000) Index Linked as a contribution towards one or more Town Centre Improvement Projects

Town Centre Improvement Project(s)

means a project to improve the appearance, layout, structure or environment to or within a radius of one mile (1.2km) of the vicinity of the town centre which recognise the relationship between the town centre and the Development which the Council is committed to undertake and in respect of which it wishes to apply one or more instalments of the Town Centre Improvement Contribution

NOTES -
 THIS DRAWING & AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS. THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. WHILST ALL REASONABLE EFFORTS ARE USED TO ENSURE DRAWINGS ARE ACCURATE, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.

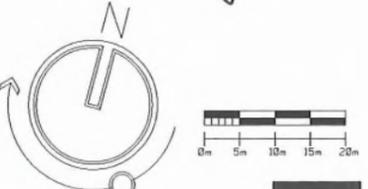


CT

REVISIONS

Date	Rev	Description

Site Boundary



Client
 St. George Central London

Project
 Fulham Reach

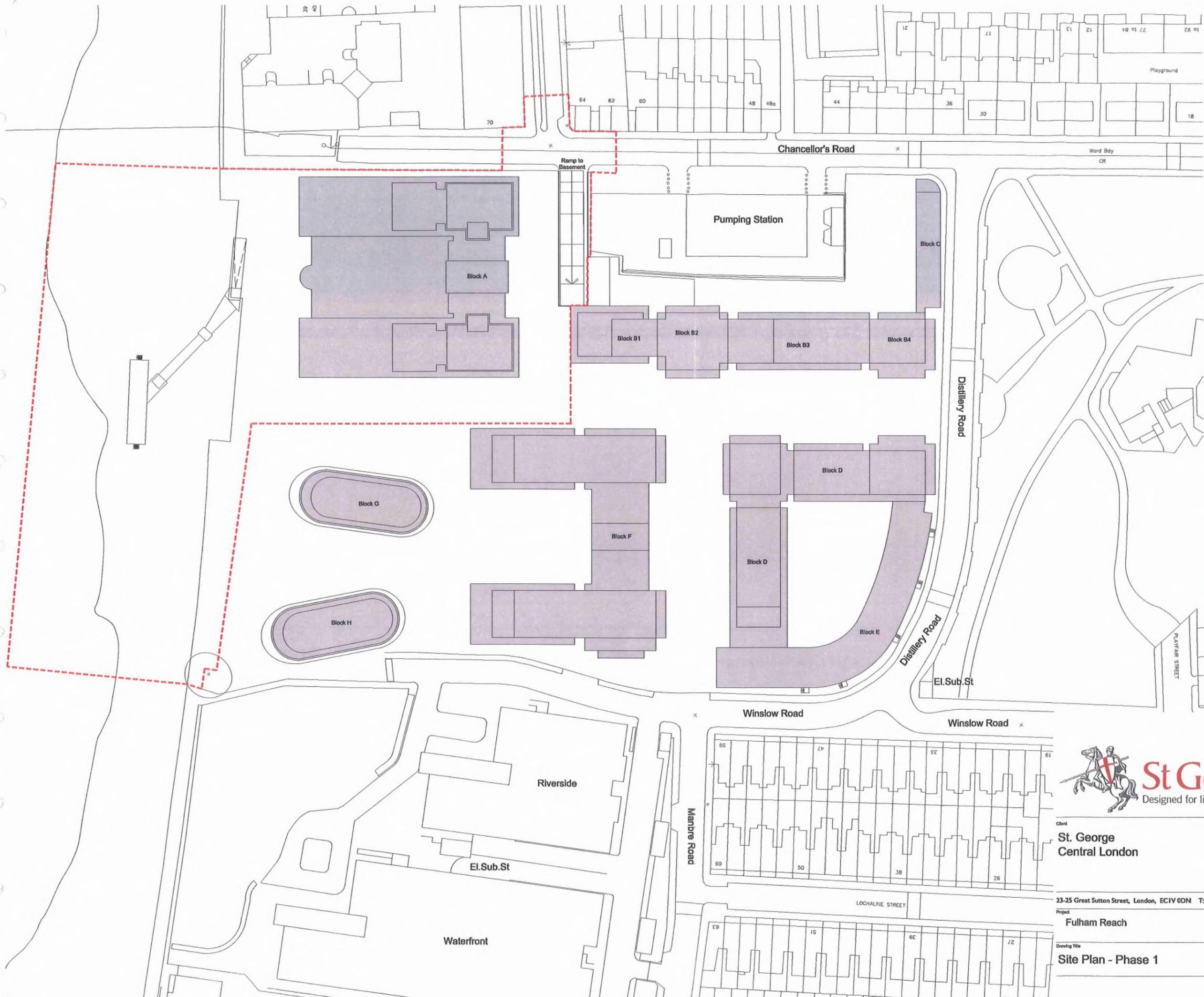
Drawing Title
 Site Plan

john thompson & partners

Job Ref. 00392	Drawn MOS	Checked By IF
Scale @A1 1:500	Date 28/10/2011	Revision -
Drawing No. S106 - 001		

23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk

NOTES -
 THIS DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS. THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. WHILST ALL REASONABLE EFFORTS ARE USED TO ENSURE DRAWINGS ARE ACCURATE, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.



Handwritten signatures and initials, including 'CT' at the top right and several scribbled signatures below it.

REVISIONS

Date	Rev	Description

Phase 1 Boundary



Client
**St. George
 Central London**



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk

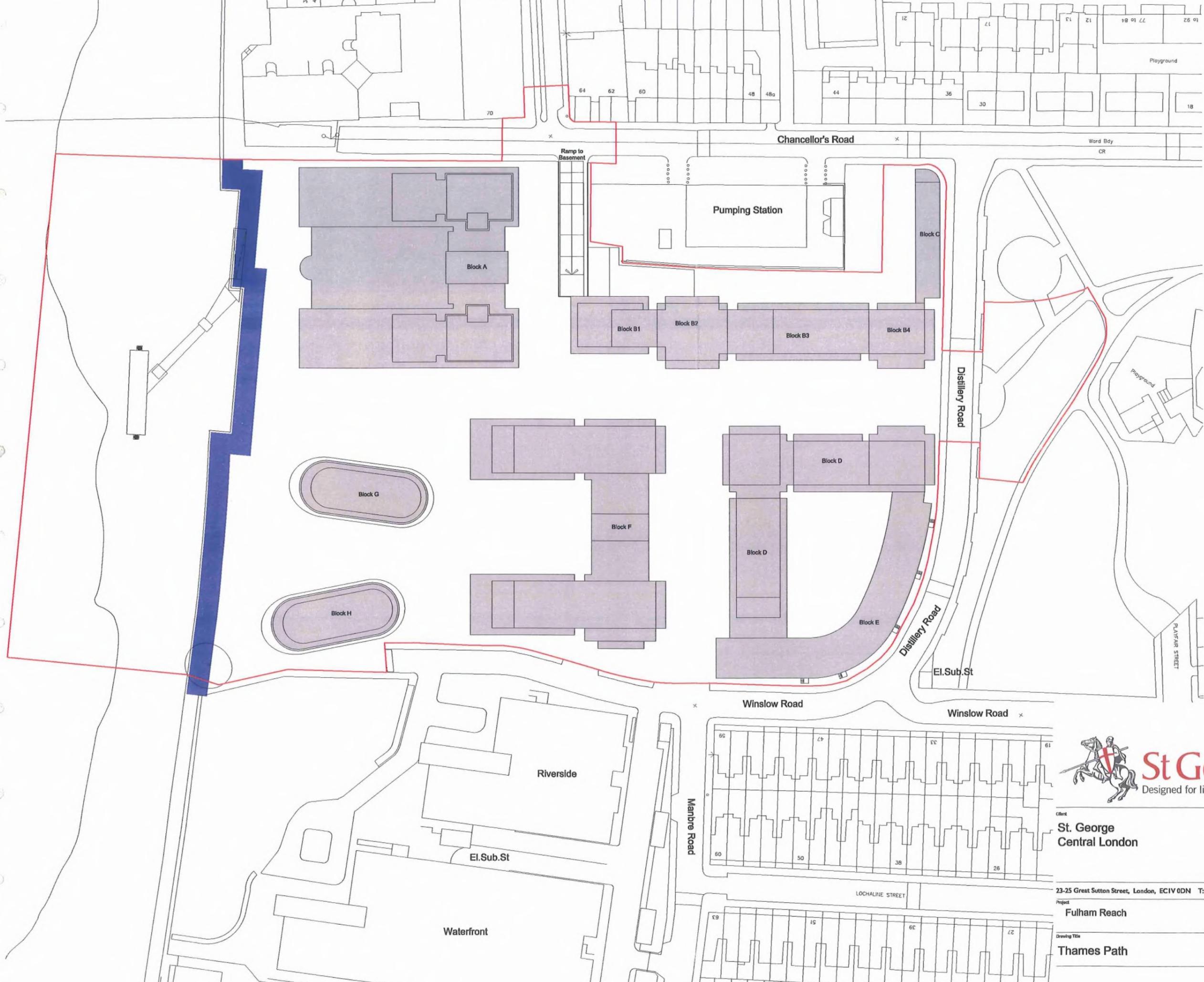
Project
Fulham Reach

JOHN THOMPSON & PARTNERS

Drawing Title
Site Plan - Phase 1

Job Ref.	Drawn	Checked By
00392	MOS	IF
Scale @A1	Date	
1:500	20/10/2011	
Drawing No.	Revision	
S106 - 002	-	

NOTES -
 THIS DRAWING & AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS. THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. WHILST ALL REASONABLE EFFORTS ARE USED TO ENSURE DRAWINGS ARE ACCURATE, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.

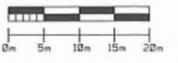
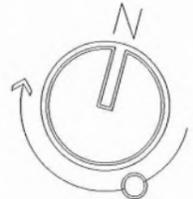


Handwritten signatures and initials, including a large signature that appears to be 'A' and another that looks like 'JTP'.

REVISIONS

Date	Rev	Description

Thames Path



Client
 St. George
 Central London



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk

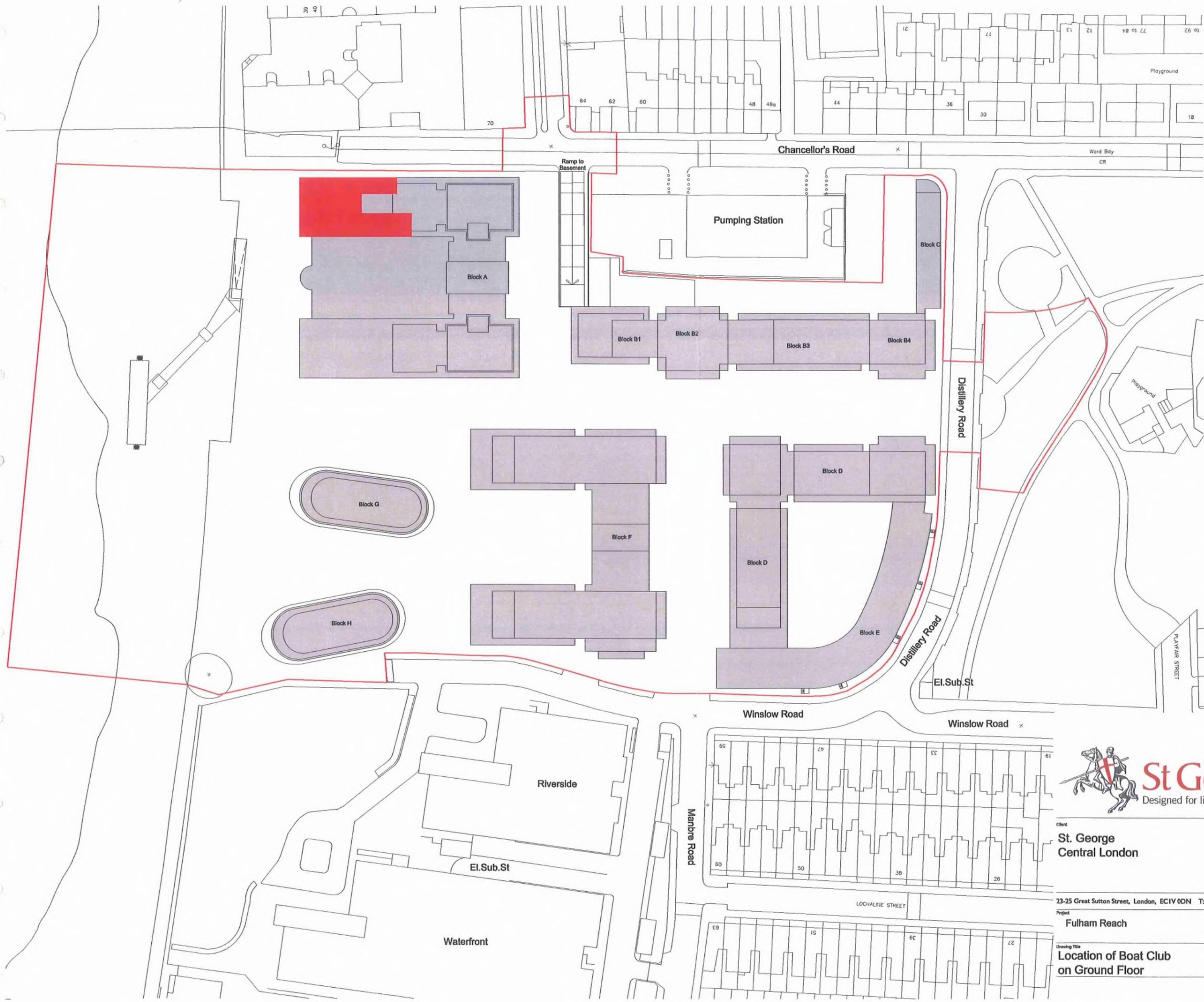
Project
 Fulham Reach

JOHN THOMPSON & PARTNERS

Drawing Title
 Thames Path

Job Ref. 00392	Drawn MOS	Checked By IF
Scale @A1 1:500	Date 26/10/2011	Revision -
Drawing No. S106 - 003		

NOTES -
 THIS DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS. THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. WHILST ALL REASONABLE EFFORTS ARE USED TO ENSURE DRAWINGS ARE ACCURATE, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.



Handwritten signatures and initials, including 'ET' at the top and several scribbled signatures below.

REVISIONS

Date	Rev	Description

 Location of Boat Club on Ground Floor



Client
St. George Central London



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk

Project
Fulham Reach

JOHN THOMPSON & PARTNERS

Drawing Title
Location of Boat Club on Ground Floor

Job Ref. 00392	Drawn MOS	Checked By IF
Scale @A1 1:500	Date 28/10/2011	Revision -
Drawing No. S106 - 004		

NOTES -

THIS DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS.
 THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. Whilst all reasonable efforts are used to ensure drawings are accurate, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.



REVISIONS

Date	Rev	Description

Frank Banfield Park



St. George
Central London



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk
 Project: FULHAM REACH
 Drawing Title: Frank Banfield Park
 Date: 28/10/2011
 Scale: 1:500
 Drawing No: S108-005
 Revision: 1

NOTES -
 THIS DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS.
 THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. WHILST ALL REASONABLE EFFORTS ARE USED TO ENSURE DRAWINGS ARE ACCURATE, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.



Handwritten signatures and initials, including a large signature and the letters 'JH'.

REVISIONS

Date	Rev	Description

Distillery Lane Centre Site Boundary



St. George
 Central London



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk
 Fulham Reach
 JOHN THOMPSON & PARTNERS
 Drawing No: 5106-008
 Date: 28/10/2011
 Scale: 1:500
 Drawing No: 5106-008

NOTES -
 THIS DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS
 THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. Whilst all reasonable efforts are used to ensure drawings are accurate, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.



Handwritten signatures and initials are present on the right side of the drawing.

REVISIONS		
Date	Rev	Description

Legend: Open Space Extension



St George
 Central London



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk
 Project: FULHAM REACH
 Drawing No: 00392
 Scale: 1:500
 Date: 14/12/2011
 Revision: 5108-007

NOTES -
 THIS DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF JOHN THOMPSON & PARTNERS.
 THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. WHILST ALL REASONABLE EFFORTS ARE USED TO ENSURE DRAWINGS ARE ACCURATE, JOHN THOMPSON & PARTNERS ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY RELIANCE PLACED ON, OR USE MADE OF, THIS PLAN BY ANYONE FOR PURPOSES OTHER THAN THOSE STATED ABOVE.

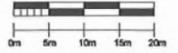


[Handwritten signature]
 15/11

REVISIONS

Date	Rev	Description

- Outline Application Site Boundary
- Phase 1 Application Site Boundary
- Publicly Accessible Area



23-25 Great Sutton Street, London, EC1V 0DN T: +44 (0)20 7017 1780 F: +44 (0)20 7017 1781 W: www.jtp.co.uk

Project: Fulham Reach
 Client: JOHN THOMPSON & PARTNERS

Job Ref: 00392
 Drawing Title: Publicly Accessible Area
 Scale: A1 1:500 (1:1000 @A3)
 Date: 15/12/2011
 Drawing No: 00392_3001
 Checked By: MOS
 Drawn: IF
 Date: 15/12/2011
 Revision: -

Wheelchair Units means the 75 wheelchair adaptable units to be constructed as part of the Development

Working Day means any day apart from Saturday and Sunday Christmas Day Good Friday and any statutory bank holiday

2. Interpretation

The provisions of this Deed shall unless the context otherwise requires be construed as follows:

- 2.1 Obligations and liabilities of a party comprising more than one person are joint and several
- 2.2 Words importing one gender shall include all other genders
- 2.3 The singular includes the plural and vice versa
- 2.4 Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force
- 2.5 Headings to Clauses of and Schedules to this Deed do not affect the interpretation or construction of this Deed

3. Statutory Authority

- 3.1 The expression "SGCL" shall where the context so admits include its successors in title and assignees and the expression "the Council" shall include its statutory successors
- 3.2 This Deed is made pursuant to the provisions of Section 106 of the 1990 Act Section 111 of the Local Government Act 1972, Section 16 of the Greater London (General Powers) Act 1974, the Highways Act 1980 and all other relevant powers enabling the Council to enter into this Deed and all the restrictions covenants and undertakings in this Deed are (so far as they are capable of so being) planning obligations for the purposes of Section 106 and are enforceable by the Council
- 3.3 All the Planning Obligations in this Deed shall be enforceable not only against SGCL but also against its successors in title and any person claiming an interest in the Site or any part of the Site through or under them as if that person had been an original covenanting party in respect of that interest for the time being held by it PROVIDED ALWAYS that:-

- 3.3.1 Under the provisions of this Clause where a Planning Obligation binds more than one party and accordingly each is jointly and severally bound by that Planning Obligation the Council when considering any form of enforcement action or legal proceedings arising out of any failure on the part of SGCL or any other party under the provisions of this Deed shall take such enforcement action or legal proceedings :-
- 3.3.1.1 First against SGCL or any successor in title to the freehold of the Site and only then as set out in Clause 3.3.2
- 3.3.1.2 Secondly against the following persons
- (a) (In relation to Schedule 2 and a breach of the provisions of paragraphs 4 and/or 5 of Schedule 9 to this Deed only) the owners and/or occupiers of the Discounted Market Sales Unit in relation to which a breach occurs
- (b) (In relation to Schedule 14 to this Deed only) the person who manages and controls the Community use of the Distillery Centre on a day to day basis
- 3.3.1.3 Thirdly (in relation to a breach of the provisions of paragraphs 4 and/or 5 of Schedule 9 to this Deed only) a tenant or an occupier of a Private Residential Unit or a Discounted Market Sale Unit
- 3.3.2 For the avoidance of doubt where under the terms of this Deed SGCL has an obligation to carry out works or perform any other obligation prior to more than a specified percentage of Residential Units or Private Residential Units being In Occupation then (subject to the relevant provisos to any such obligation) SGCL shall not be In Occupation or permit any such Residential Unit or Private Residential Unit to be In Occupation above that percentage until the work shall have been carried out or the obligation performed.
- 3.3.3 Where under the terms of this Deed SGCL has an obligation to carry out works or perform any other obligation by a particular date and that obligation has not been performed by that date the obligation shall continue even if that date has passed and SGCL is in default until such obligation is honoured
- 3.4 This Deed shall not bind any person or persons after they shall have disposed of all or a relevant part of their interest in the Site but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest

4. Conditionality of this Deed

This Deed is conditional upon the grant of Planning Permission PROVIDED ALWAYS that:-

- 4.1 The Planning Obligations (with the exception of Clauses 1 – 5, 9, 11 – 15 and 17 inclusive which shall come into effect immediately) shall only come into effect on Commencement
- 4.2 The Deed shall have no effect following the expiry or termination of the Planning Permission save for payment of sums outstanding PROVIDED ALWAYS that any sums properly paid prior to the expiry or termination of Planning Permission shall remain with the Party to whom they have been paid
- 4.3 Upon the date of Commencement the planning obligations set out in the Commercial S106 Agreement shall be released in their entirety (save to the extent to which they have already been performed)

5. SGCL's further covenants with the Council

- 5.1 SGCL further covenants with the Council to observe and perform the Planning Obligations so as to bind the land within the whole Site
- 5.2 SGCL shall not encumber or deal with the Site in any manner whereby SGCL may be prevented or restricted from carrying out the Planning Obligations

6. Council's covenants and obligations with SGCL

The Council covenants with SGCL as follows:-

- 6.1 To expend all sums and contributions paid by SGCL to the Council in accordance with the Planning Obligations in the manner and solely for the purpose for which the sums and contributions are respectively made as soon as possible following receipt of each of the said sums and contributions PROVIDED ALWAYS that in the event that the Council has not expended or Committed for Use any part of any sum or contribution paid to it by SGCL pursuant to the provisions of this Deed within ten years after the date of Practical Completion of the last Residential Unit within the Development then the Council shall repay the unexpended part of the relevant sum or contribution together with interest at the Interest Rate thereon
- 6.2 Not to use any sum or sums paid to the Council by SGCL pursuant to this Deed other than as set out in this Deed without SGCL's prior written consent but for the avoidance of

doubt the Council need only obtain such consent from SGCL or its successor in title as freehold owner of the Site or the relevant part of the Site and shall not be required to obtain such consent from any other person with an interest in the Site and in the event that there is more than one freehold owner of the Site the freehold owners shall nominate one of their number to deal with matters of consent in relation to the Council for the purposes of this Clause 6.2

- 6.3 To comply with the obligations imposed on the Council in the Schedules to this Deed
- 6.4 Upon the written request of SGCL at any time after any of the Planning Obligation(s) under this Deed have been fulfilled and upon supply of any appropriate evidence to issue a Letter of Release in relation to such Planning Obligation(s)
- 6.5 Either:-
 - 6.5.1 To tender competitively any contract for the carrying out of any works which the Council is required to carry out or procure pursuant to the Council's obligations in this Deed in the open market and award any such contract on a best value basis; or
 - 6.5.2 (where the Council has at the date of this Deed already awarded or has at the date of this Deed or in the future carried out a tendering exercise for any term contract for the carrying out of works of the type it is required to carry out or procure pursuant to its obligations in this Deed) to ensure that the term contractor or corresponding in-house division within the Council prices the relevant works in accordance with the provisions of such term contract or corresponding pricing schedule and on a best value basis
- 6.6 To act reasonably towards SGCL in relation to the appointment of contractors and the placement of works orders pursuant to or resulting from any of the Council's obligations under in or pursuant to this Deed
- 6.7 To ensure that all costs and expenses which it incurs or expends in relation to any of its obligations pursuant to this Deed are reasonable, accurate, verifiable and evidenced by appropriate documentation which shall be produced to SGCL within 28 days after SGCL requests it

7. Consents and Good Faith in relation to this Deed

- 7.1 It is hereby agreed and declared that any approval declaration of satisfaction agreement or consent required under the terms of this Deed shall not be unreasonably withheld nor unreasonably delayed
- 7.2 In the event that the Council requires any approval, declaration of consent, agreement, satisfaction or consent in relation to its obligations under this Deed it need only obtain such consent from SGCL or its successor in title as freehold owner of the Site or the relevant part of the Site and shall not be required to obtain such consent from any other person with an interest in the Site and in the event that there is more than one freehold owner of the Site the freehold owners shall nominate one of their number to deal with matters of consent in relation to the Council for the purposes of this Deed
- 7.3 In all dealings with each other under this Deed and in any negotiations necessary with any third parties pursuant to the provisions of this Deed the parties shall act and deal reasonably and in good faith

8. Dispute Resolution

- 8.1 Without prejudice to the other provisions of this Clause 8, in the event of any Dispute arising the Parties shall endeavour to resolve it amicably but if the Parties fail to resolve the Dispute amicably, which may include a reference to mediation if the Parties agree the Dispute may be resolved in accordance with the provisions of this Clause 8
- 8.2 Any Party may give to the other(s) a Dispute Notice (if served on the Council by SGCL such notice shall be served on both the Director of the Environment and the Head of Legal Services) and if this is done then (unless the party receiving the Dispute Notice notifies the other within five (5) Working Days that it objects the use of the procedure within this Clause 8 (in which case the provisions of this Clause 8 shall not apply) the procedure appearing within its provisions shall be followed
- 8.3 The Party on whom the Dispute Notice has been served may within ten (10) Working Days after the date of the Dispute Notice object in writing to the appointment of the proposed Referee in which case either Party may request the President for the time being of the most appropriate professional body to appoint the Referee PROVIDED ALWAYS that if no such objection is made, the proposed Referee will be deemed to have been agreed and appointed as the Referee by both Parties
- 8.4 The Referee shall act as an independent expert and not as an arbitrator and the Referee shall confirm the appointment to the Parties in writing and the date of such confirmation

shall be deemed to be the date of referral of the Dispute and where a Dispute has been referred to a Referee:-

- 8.4.1 the Party who served the Dispute Notice will within ten (10) Working Days after the referral submit written representations to the Referee with a copy to the other Party and the other Party will within ten (10) Working Days after receipt of those written representations submit its own written representations to the Referee with a copy to the other Party;
- 8.4.2 thereafter each Party may within a further five (5) Working Days give written comments on those representations to the Referee and copy the same to the other Party;
- 8.4.3 the Referee may grant an extension not exceeding five (5) Working Days of any of the periods referred to in sub-paragraphs 8.4.1 and 8.4.2 above and shall confirm the same in writing to the Parties;
- 8.4.4 the Referee shall be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as may reasonably be required;
- 8.4.5 the Referee may take oral representations from a Party but will not do so without allowing both Parties the opportunity to be present and if the Referee considers it appropriate for the Parties to give evidence and to cross examine each other;
- 8.4.6 the Referee shall have regard to all representations and evidence when making the decision which shall be in writing with reasons;
- 8.4.7 the Referee shall make such determination on the amount, liability and payment of the costs of the referral of the Dispute as appropriate and shall include such determination in the decision;
- 8.4.8 the Referee shall use all reasonable endeavours to publish the decision within six (6) weeks after the referral;
- 8.4.9 the decision of the Referee shall be final and binding upon the Parties unless a Party has notified the other Party of its dissatisfaction with it in accordance with Clause 8.5 of this Deed;
- 8.4.10 the Referee's decision, once binding, will be enforceable by the English Courts as a contractual obligation and not as an arbitral award;

8.4.11 notwithstanding any referral of a Dispute to a Referee, the parties will perform and continue to perform their obligations under this Deed before, during and after such referral in accordance with the terms of this Deed

8.5 If after a Referee has made a decision pursuant to Clause 8.4, any Party is dissatisfied with it and such Party has notified the other Party of his dissatisfaction within twenty-eight (28) days of the date of receipt of the Referee's decision or if any Dispute has arisen which has not been the subject of the Referee's decision pursuant to Clause 8.4, any Party shall be entitled to commence legal proceedings in the court

8.6 The liability for payment of the legal costs of referring a Dispute to a Referee under this Clause 8 including the costs of the Referee shall be decided upon by the Referee

9. Notice

9.1 Any notice or other communication given or made in accordance with this Deed shall be in writing and:-

9.1.1 may (in addition to any other effective mode of service) be sent by registered or recorded delivery post; and

9.1.2 shall (in the case of a notice or other communication to the Council) be served on the Council at the address for the Council given on page 1 of this Deed to the relevant officer referred to in the provision under which notice is to be given and if none is so referred to the Director of the Environment save under Schedule 2 which shall be to the Director of Housing & Regeneration

9.1.3 shall (in the case of a notice or other communication to SGCL or the Guarantor) be served on SGCL or the Guarantor as appropriate at St George House, 76 Crown Road, Twickenham, Middlesex TW1 3EU (Reference: The Company Secretary)

9.2 In addition to other notifications required by the provisions of this Deed SGCL shall notify the Council via its Director of Environment (and where indicated its Head of Legal Services and/or its Director of Housing & Regeneration) in writing of the following events as soon as reasonably practicable and in any event within seven days after their occurrence:

9.2.1 Commencement – Head of Legal Services as well as Director of Environment

9.2.2 The date of any transfer of the freehold of the Site or any part thereof

- 9.2.3 The date of Practical Completion of relevant buildings works or units
- 9.2.4 The date on which any relevant percentage of Private Residential Units are In Occupation for the purposes of any Schedule to this Deed
- 9.2.5 The date on which any relevant percentage of all Residential Units (including both Private Residential Units and Discounted Market Sale Units) are In Occupation for the purposes of any Part of any Schedule to this Deed and an estimate of such date shall be notified three months prior to the anticipated date upon which such units will be in Occupation

10. Index Linked and Interest on Late Payment

- 10.1 Where it is indicated in this Deed that any sum is required to be Index Linked that sum shall accordingly be increased by the amount calculated in accordance with the definition of Index Linked
- 10.2 If SGCL or the Council fails to pay any sum which it is required to pay under this Deed on the date on which such sum is payable it shall pay to the other party interest at the Interest Rate from the date such sum is payable to the date of actual payment

11. Council's Functions as Local Authority

Nothing in this Deed shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and all such rights, powers, duties and obligations under all public and private statutes, bye-laws, orders, regulations and otherwise may be fully and effectually exercised in relation to the Site and the Development as if this Deed had not been executed by the Council

12. The Council's Costs

The Council hereby acknowledges receipt from SGCL of a contribution towards its reasonable and proper legal professional and monitoring costs incurred in preparing and completing this Deed in the sum of TWENTY ONE THOUSAND AND NINE HUNDRED AND TWENTY FOUR POUNDS AND FORTY FOUR PENCE (£21,924.44)

13. Local Land Charge Registration and Release

- 13.1 The Council shall register this Deed in its register of local land charges
- 13.2 The Council hereby acknowledges that the obligations and covenants contained in the Commercial S106 Agreement:-

- (a) Do not apply in relation to the redevelopment of the Site for the Development which shall instead be regulated according to the terms of the Planning Permission and this Deed;
- (b) Are to the extent they have not been performed at the date of this Deed released and shall be cancelled as entries in the Council's register of local land charges as soon as reasonably practicable after Commencement

14. Ownership

SGCL covenants with the Council that as at the date of this Deed no person other than SGCL has any interest in the Site for the purposes of s106 of the 1990 Act

15. Release of Bonds

Upon the date of this Deed, the Council will hereby release:-

- (a) RBS Bond (reference G113072) in the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00) held in relation to obligations to the works envisaged to the Thames Path pursuant to the Commercial S106 Agreement; and
- (b) RBS Bond (reference G113034) in the sum of FIFTY THOUSAND POUNDS (£50,000.00) held in relation to obligations to the works envisaged to the Park Works pursuant to the Commercial S106 Agreement.

16. Guarantee

The Guarantor hereby covenants with the Council as follows:-

- 16.1 The Guarantor in all respects guarantees to the Council the due and proper performance of the obligations, covenants and conditions by or on the part of SGCL contained in Schedule 8 to this Deed and to be observed and performed by them.
- 16.2 The Guarantor shall have no liability under this guarantee unless:
 - 16.2.1 Notice in writing (not by facsimile or email) of any default on the part of SGCL is first given by the Council to SGCL requiring that such default is remedied by SGCL and
 - 16.2.2 SGCL fails to remedy such alleged default within a period which is reasonable having regard to the works required to remedy such default.

- 16.2.3 Any alleged default or loss or damage arising therefrom shall have been proved and quantified by an order of the Court which is not the subject of an appeal or intended appeal
- 16.3 The Guarantor shall not be discharged or released from this guarantee by the occurrence of any one or more of the following:-
- 16.3.1 Any alteration of the terms of the relevant obligations and covenants in the Deed agreed between the Council and SGCL.
- 16.3.2 Any allowance of time, forbearance, indulgence or other concession granted to SGCL in relation to the relevant obligations and covenants in the Deed or any other compromise or settlement of any dispute between the Council and SGCL (but so that the Council shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as SGCL shall have complied with such terms).
- 16.4 This guarantee is a continuing guarantee and accordingly shall remain in operation until the date on which all obligations and covenants now or hereafter to be carried out or performed by SGCL pursuant to the relevant provisions of this Deed shall have been satisfied or performed in full and is in addition to and not in substitution for any other security which the Council may at any time hold for the performance of such obligations.
- 16.5 This guarantee shall impose no greater liability upon the Guarantor or SGCL in relation to the Thames Path Works than those imposed pursuant to the obligations of SGCL in Schedule 8 to this Deed and the maximum liability of the Guarantor shall not exceed the sum of THREE HUNDRED AND TEN THOUSAND POUNDS (£310,000.00) until such time as the Council has issued the Final Certificate
- 16.6 The Council may only charge or assign the benefit of this guarantee with the Guarantor's written consent.

17. **Contract (Rights of Third Parties) Act 1999**

The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights and Third Parties) Act 1999 by any person who is not a party to this Deed

IN WITNESS whereof SGCL, the Guarantor and the Council have executed this document as a Deed and delivered it the day and year first above written

SCHEDULE 1

DRAFT PLANNING PERMISSION

London Borough of Hammersmith and Fulham

Development Management Service

3rd Floor, Hammersmith Town Hall Extension, King Street, London W6 9JU

Tel: 020 8753 1084

Fax: 020 8753 3423

Email: environment@lbhf.gov.uk

Web: www.lbhf.gov.uk



Mr Justin Kenworthy
7 Soho Square
London
W1D 3QB

Applicant:
St George (Central London) Ltd
St George House
17-19 Imperial Road
London SW6 2AN

Application Reference: **2011/00407/COMB**

Registered on: **1st March 2011**

**Town and Country Planning Act 1990
Town and Country Planning General Regulations 1992**

DRAFT FULL AND OUTLINE PLANNING PERMISSION

Location and Description:

Hammersmith Embankment Site Known As 'Fulham Reach' Land Bound By Chancellor's Road, Distillery Road And Winslow Road, Including Sections Of Thames Path, Thames River, Frank Banfield Park, And Highway Land London W6

Hybrid Planning Application (part outline/part detailed) for the mixed use development of the site to provide; 744 residential units, ancillary residents' gym and pool; 3,823 sqm. of commercial floor space (Use Classes A1-A4, B1, D1 and D2); 440 sqm. boat storage facility and ancillary boat club facilities (Use Class B1/A4/D1/B8); comprising 8 blocks (ranging from 3 to 9 storeys in height); basement level parking for 470 cars, 44 motorcycles and 956 bicycles; a pontoon extending into the Thames River; landscaped open space; works to the Thames Path; new site access arrangements; alterations to the public highway and realignment of access routes through Frank Banfield Park and Park boundary treatment; (Approval sought for Access, Layout and Scale, with matters of Landscaping and Appearance reserved for later determination). Plus;

Full details (Access, Layout, Scale, Appearance, Landscaping) for Phase 1; comprising 138 residential units; 1,169 sqm. of commercial floor space (Use Classes A1-A4, D1 and D2) and 440 sqm. boat club/storage facility (Use Classes B1/A4/D1/B8) within a 8 storey building, with podium level private amenity space (Block A); Thames Path works; Thames River Pontoon; vehicle access to basement parking level off Chancellor's Road and landscaping.

Drawing Nos: 00392-01; 00392-02; 03 RevB; 00392-001 RevC; 002 RevA; 003 RevA; 004 RevA; 005 RevA; 006 RevA; 007 RevA; 008 RevB; 009 RevB; 201 RevA; 202 RevB; 203 RevB; 301 RevA; 302 RevB; 303 RevB; 304 RevB; 401; 402 RevA; 403 RevA; 404 RevA; 310; 410; 020 RevA; 021 RevA; SP-001 RevA; SP-002 RevB; MP-001 RevB; MP-U-001 RevB; SE-001 RevB; SE-002 RevB; SE-003 RevA; D0138_005 RevB; D0138_006 RevB; D0138_007 RevB; D0138_008 RevB; D0138_009 RevA; D0138_010 RevB; D0138_011 RevB; D0138_015 RevA; D0138_017 RevB; D0138_018 RevB; D0138_020 RevB; D0138_022; T100; 3000 RevB; 4000 RevB; SK001 5000; 5001; S404/14; S404/15; 1101-01-101 RevI; and 1101-01-102 RevI

Particulars of Decision:

Full and outline planning permission granted subject to the following condition(s):

- 1) The detailed element of the development hereby approved (Phase 1) shall not commence later than the expiration of 3 years beginning with the date of this planning permission.

Condition required to be imposed by section 91(1)(a) of the Town and Country Planning Act 1990 (as amended by section 51 of the Planning and Compulsory Purchase Act 2004).

- 2) No phase of the development, other than Phase 1 as defined by the application hereby approved, shall commence until all of the following reserved matters, which were not specified in the outline application, have been submitted to and approved in writing by the Council for that phase:

- (a) appearance of the development;
- (b) landscaping of the development.

In order that the Council may be satisfied as to the details of the proposal, in accordance with policies EN8 and EN26 of the Unitary Development Plan (as amended 2011).

- 3) Application for approval of the reserved matters stated in condition 2 shall be made not later than 5 years after the date of this planning permission. The outline element of the development shall be begun within 3 years of the date of this permission or following the expiration of 2 years from the final approval of reserved matters, whichever is the later unless otherwise agreed in writing by the Council.

Condition required to be imposed by Section 92(2)(a) of the Town and Country Planning Act 1990.

- 4) The development shall be carried out and completed in accordance with the following drawings submitted, unless agreed in writing by the Council: 00392-01; 00392-02; 03 RevB; 00392-001 RevC; 002 RevA; 003 RevA; 004 RevA; 005 RevA; 006 RevA; 007 RevA; 008 RevB; 009 RevB; 201 RevA; 202 RevB; 203 RevB; 301 RevA; 302 RevB; 303 RevB; 304 RevB; 401; 402 RevA; 403 RevA; 404 RevA; 310; 410; 020 RevA; 021

RevA; SP-001 RevA; SP-002 RevB; MP-001 RevB; MP-U-001 RevB; SE-001 RevB; SE-002 RevB; SE-003 RevA; D0138_005 RevB; D0138_006 RevB; D0138_007 RevB; D0138_008 RevB; D0138_009 RevA; D0138_010 RevB; D0138_011 RevB; D0138_015 RevA; D0138_017 RevB; D0138_018 RevB; D0138_020 RevB; D0138_022; T100; 3000 RevB; 4000 RevB; SK001; 5000; 5001; S404/14; S404/15; 1101-01-101 RevI; and 1101-01-102 RevI.

In order to ensure full compliance with the planning application hereby approved and to prevent harm arising through deviations from the approved plans, in accordance with policies 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.21, 7.27 and 7.30 of the London Plan (2011) and policies EN2, EN3, EN8, EN25, EN31, EN31X, EN32 and EN35 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policies BE1, RTC1 and HTC of the Core Strategy 2011.

- 5) Prior to commencement of the development hereby approved, other than ground works or site preparation, a phasing programme for the construction of each phase and related site area of the development shall be submitted to, and approved in writing by the Council. Development shall proceed in accordance with the approved phasing strategy unless otherwise agreed in writing by the Council.

To ensure that the development accords with the provisions and assessment of the approved Environmental Statement and to ensure that the development is carried out in a satisfactory manner in accordance with policies EN2, EN8 and EN10 and Standards S5A, S7, S18 and S20 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 6) The implementation of the development hereby approved shall be in substantial accordance with the Revised Environmental Statement (June 2011) unless otherwise agreed in writing by the Council.

Condition required to ensure that the development accords with the provisions and assessment of the approved Environmental Statement.

- 7) No development shall take place until the applicant has secured the implementation of a programme of archaeological work across the site (including any parts of the foreshore of the River Thames affected by the proposed pontoon) in accordance with a written scheme for investigation which has been submitted by the applicant and approved by the Council. The scheme shall make provision for a) the excavation of those parts of the site not previously investigated, b) the assessment of the results from all investigations, and proposals for their publication, c) the publication of the results, d) the deposition of the site archive. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council in accordance with the approved details.

To ensure that the archaeological heritage of the application site is properly investigated in accordance with Policy EN7 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 8) No construction works shall commence prior to the submission and approval in writing by the Council of a demolition method statement, a construction management plan and a construction logistics plan (in accordance with Transport for London guidelines), which shall include details of the steps to be taken to re-use and recycle waste, details

of site enclosure throughout construction and details of the measures proposed to minimise the impact of the construction processes on the existing amenities of the occupiers of neighbouring properties, including monitoring and control measures for dust, noise, vibration, lighting and working hours, waste classification and disposal procedures and locations, and the measures proposed to prevent the passage of mud and dirt onto the highway by vehicles entering and leaving the site in connection with the demolition and construction processes. All construction works shall be carried out in accordance with the approved details.

In order that appropriate steps are taken to limit the impact of the proposed demolition and construction works on the amenities of local residents and the area generally, in accordance with ordinance with policies EN2, EN8, EN19A, EN20A, EN20B, EN20C and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 9) No development shall commence until a desktop study, site investigation scheme, intrusive investigation and risk assessment have been submitted to and approved in writing by the Council. The desk study will identify all previous site uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors and any potentially unacceptable risks arising from contamination at the site. The site investigation scheme will provide information for an assessment of the risk to all receptors that may be affected, including those off site. The risk assessment will assess the degree and nature of any contamination on site and to assess the risks posed by any contamination to human health, controlled waters and the wider environment. A detailed method statement for any required remediation works will need to be submitted to, and approved in writing, by the Council. All works must be carried out by a competent person conforming to CLR 11: Model Procedures for the Management of Land Contamination (DEFRA 2004).

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, and in accordance with policy 5.21 of the London Plan and policy CC4 of the Core Strategy 2011.

- 10) No development shall commence in any phase until any required remediation works have been completed for that phase and a validation report to verify these works has been submitted to, and approved in writing, by the Council unless otherwise authorised. If, during development, contamination not previously identified is found to be present at the site the Council is to be informed immediately and no further development within that phase (unless otherwise agreed in writing by the Council) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the Council. Any required remediation shall be detailed and verified in an amendment to the remediation statement. All works must be carried out by a competent person conforming to CLR 11: Model Procedures for the Management of Land Contamination (DEFRA 2004).

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, and in accordance with policy 5.21 of the London Plan and policy CC4 of the Core Strategy 2011.

- 11) Prior to commencement of development other than site preparation, ground work or remediation, a detailed surface water drainage scheme supported by calculations, which demonstrate the measures taken to avoid scour and flooding during tide-locking shall be submitted and approved in writing by the Council. The scheme shall be in accordance with the measures outlined in the agreed JSA Drainage Report (4456/9a/MH/AD/PG107459 Rev B dated 01/08/2011) such as attenuation volumes and reduced outfall size for gravity discharge to the River Thames.

To ensure that surface water run-off is managed and the risk of flooding is reduced in accordance with PPS25 and policies 5.11, 5.12, 5.13, 5.14 and 5.15 of the London Plan (2011).

- 12) Prior to the commencement of above ground development for each phase of development, details of green/brown roofs, including planting and maintenance schedules, and ecological enhancement measures shall be submitted to and approved in writing by the Council. Development shall accord with the details as approved.

To ensure the provision of green and brown roofs in the interests of sustainable urban drainage and habitat provision, in accordance with policies 5.11, 5.13 and 7.19 of the London Plan (2011) and policy EN28 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 13) Prior to the commencement of each phase of the development, details of compliance with the approved Energy Strategy for the development shall be submitted to and approved in writing by the Council. Development shall proceed in accordance with the details as approved.

In the interests of energy conservation and reduction of CO2 emissions, in accordance with policies 5.1, 5.2, 5.3, 5.6 and 5.7 of the London Plan (2011).

- 14) Prior to first occupation of any phase of development, confirmation that the residential units meet the requirements of level 3 of the Code for Sustainable Homes and a BREEAM assessment of the non residential units shall be submitted to and approved in writing by the Council.

In the interests of energy conservation, reduction of CO2 emissions and wider sustainability, in accordance with policies 5.1, 5.2, 5.3, 5.6 and 5.7 of the London Plan (2011).

- 15) Prior to first occupation of the development, details of site management arrangements shall be submitted to and approved in writing by the Council. Such details shall include detail of concierge management of the site and public realm management, including detail of any arrangements for private use of public realm. Development shall accord with the details as approved.

To ensure suitable management of the site in the interests of future occupiers and site users, in accordance with policies 6.10, 7.1, 7.2, 7.3, 7.5 of the London Plan (2011) and policies EN8, EN10, EN17, EN21, TN4, TN5, TN6, and TN28 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 16) Prior to first occupation of the development, a site servicing strategy, including vehicle tracking, shall be submitted to and approved in writing by the Council detailing management of deliveries to and throughout the site, emergency access throughout the site, collection of waste and recyclables, times of deliveries and collections/ silent reversing methods/ location of loading bays and vehicle movement. The approved measures shall be implemented and continued thereafter.

To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise, in accordance with Policy EN20A, EN20B, EN21, TN5, TN13 and Standard S21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 17) Prior to commencement of development, other than ground works, site preparation or remediation, a site wide accessibility strategy, covering both public and private elements of the development shall be submitted to and approved in writing by the Council. Prior to the commencement of each phase of development, details of compliance of that phase with the approved strategy shall be submitted to and approved in writing by the Council. Development shall accord with the details as approved.

To ensure that a suitable environment is provided for future site occupiers and visitors with mobility or other impairments, in accordance with policies 7.2 and 7.5 of the London Plan (2011) and policies EN8 and TN4 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 18) Prior to first use of each phase of the basement level, a car parking management plan shall be submitted to and approved in writing by the Council detailing allocation of car parking spaces, the location of car club spaces, the location of wheelchair user car parking spaces, tracking throughout the area, location of electric charging points and measures to provide for the needs of those with access impairments.

To ensure the appropriate distribution of specialist and car club parking through the development and that all spaces can be readily accessed by vehicles, in accordance with policies 6.13 and 7.2 of the London Plan (2011) and policies TN4 and TN15 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 19) No phase of development shall commence until particulars and samples of all of the materials to be used in all external faces of that phase, and details of all paving and external hard surfaces, boundary walls, railings, gates, fences and other means of enclosure within that phase have been submitted and approved in writing by the Council. The development shall be carried out in accordance with the approved details.

To ensure a satisfactory external appearance, in accordance with policy EN2 and EN8 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 20) Prior to the commencement of each phase of development, details of secure cycle storage shall be submitted to and approved in writing by the Council. Development shall accord with the details as approved, and the cycle parking provision shall be installed prior to occupation and retained thereafter.

To ensure the suitable provision of cycle parking within the development to meet the needs of future site occupiers and users, in accordance with policies 6.9 and 6.13 of

the London Plan (2011) and policy TN6 and Standard S20.1 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 21) Prior to first occupation or use of phases that include pedestrian accesses to the site, detailed drawings of the proposed accesses, along with a completed safety audit, shall be submitted to and approved in writing by the Council. Development shall accord with the approved details.

To ensure that all access points provided into the site are safe for site and highway users in accordance with policies 6.3 and 6.10 of the London Plan (2011) and policy TN5 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 22) No part of the development hereby approved shall be occupied prior to the submission to and approval in writing by the Council of a Travel Plan, which shall include information on how alternative methods of transport to and from the development, other than by car, will be encouraged by the applicants. No part of the development shall be used or occupied prior to the implemented of the Travel Plan in accordance with the approved details, and the Travel Plan shall thereafter continue to be fully implemented.

To ensure that the use does not generate an excessive number of car trips which would be contrary to the Council's policies of car restraint set down in Policies TN13, and TN15 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 23) Prior to commencement of each phase of development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value DnT,w for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings, namely living rooms/ kitchens adjoining bedrooms of separate dwelling. Approved details shall be implemented prior to occupation of the relevant phase of development and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site is not adversely affected by noise, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 24) Prior to commencement of each phase other than Phase 1, details shall be submitted to and approved in writing by the Council, of the layout and internal arrangement within the building. Details shall ensure that:

Large family units are not situated above smaller units.

Similar types of rooms in neighbouring dwellings are stacked above each other or adjoin each other.

Halls are used as buffer zones between sensitive rooms and main entrances, staircases, lift shafts, service areas and other areas for communal use.

The approved details shall be implemented prior to occupation of the relevant phase and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site is not adversely affected by unreasonable neighbour noise due to the layout and arrangement of rooms

and communal areas, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 25) Prior to the installation of any commercial plant or extraction equipment or building services plant within a phase of the development hereby approved, details shall be submitted to and approved in writing by the Council, of the noise and vibration levels including appropriate noise mitigation measures to ensure that the external noise level at the nearest and/or most affected noise sensitive premises is 10dBA Leq below background LA90, as assessed according to BS4142:1997, with all machinery operating together and internal room and external amenity noise standards will be achieved in accordance with BS 8233:1999. Approved details shall be implemented prior to occupation of the relevant phase and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise/ vibration from industrial/ commercial noise sources, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 26) Prior to the installation within a phase of the development of any machinery, plant/ equipment, extract/ ventilation system and ducting, details of anti-vibration measures shall be submitted to and approved in writing by the Council. The measures shall ensure the mounting with proprietary anti-vibration isolators and that fan motors are vibration isolated from the casing and adequately silenced. Approved details shall be implemented prior to occupation of the relevant property and thereafter be permanently retained.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by vibration, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 27) Prior to commencement of any phase of development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ceiling /walls separating the commercial part(s) of the premises from dwellings. Details shall ensure that the sound insulation (DnT,w and LnT,w) and any other mitigation measures are sufficiently enhanced in order that the standard specified in BS 8233:1999 is achieved within noise sensitive premises and their external amenity areas. Approved details shall be implemented prior to occupation of the relevant phase and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 28) Prior to commencement of any non-residential use hereby approved, details shall be submitted to and approved in writing by the Council, of the installation, operation, and maintenance of any odour abatement equipment and extract systems, including the height of the extract duct, in accordance with the 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems', January 2005 by DEFRA. Approved details shall be implemented prior to the commencement of the use and thereafter be permanently retained.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by cooking odour, in accordance with Policy EN20A and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 29) All external doors to any non-residential kitchen shall be fitted with self closing devices, which shall be maintained in an operational condition and at no time shall any external door nor windows to a non-residential kitchen be fixed in an open position.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by smell, steam and other effluent, in accordance with Policy EN20A and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 30) Prior to the first occupation of each phase of development, details of external artificial lighting for that phase shall be submitted to and approved in writing by the Council. Details shall demonstrate that vertical illumination of neighbouring premises is a maximum of 10lux at ground floor and 5lux at first and higher floor levels. The recommendations of the Institution of Lighting Professionals in the 'Guidance Notes For The Reduction Of Light Pollution 2005' shall also be met with regard to glare and sky glow. Approved details shall be implemented prior to occupation of the relevant phase and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by lighting, in accordance with Policy EN20C and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 31) Prior to the display of any illuminated sign or advertisement, details shall be submitted to and approved in writing by the Council, of artificial lighting levels (candelas/ m2 size of sign/advertisement). Details shall demonstrate that the recommendations of the Institution of Lighting Professionals in the 'Guidance Notes For The Reduction Of Light Pollution 2005' will be met, particularly with regard to the 'Technical Report No 5, 1991 - Brightness of Illuminated Advertisements'. Approved details shall be implemented prior to use/ display of the sign/ advertisement and thereafter be permanently retained.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by lighting, in accordance with Policy EN20C and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 32) Prior to the first occupation of any non residential unit, details of operational hours for the unit shall be submitted to and approved in writing by the Council. Use of the unit shall accord with the hours as approved.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 33) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008 (or any Order revoking or re-enacting that Order with or without modification), no aerials, antennae, satellite dishes or related telecommunications equipment shall be erected on any part of the development hereby permitted, without planning permission first being granted.

To ensure that the visual impact of telecommunication equipment can be considered, in accordance with Policy EN2, and EN8 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 34) Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended), the use of non-residential buildings within each phase of development shall be restricted to those uses identified in the application description and the approved parameter plans, and no changes to these uses shall be permitted without the prior written approval of the Council, through the submission of a full planning application for change of use.

To ensure that no changes of use are undertaken that result in impacts not previously assessed, in accordance with policies 6.3, and 6.13 of the London Plan (2011) and policies EN8, EN10, EN20B, SH1 and TN13 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 35) Notwithstanding the provisions of Classes A, B, C, D, E, F and G of Part 1 of Schedule 2 to the Town and Country Planning (General Permitted Development) (Amendment) (No. 2) (England) Order 2008, no development within the curtilage of a dwellinghouse which forms part of the overall development hereby approved shall be carried out without the prior permission of the Council, obtained through the submission of a planning application.

In the interests of the living conditions of neighbouring properties within the development, in accordance with policy EN8 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 36) Details of the measures to be incorporated into the design of the development to enable the operation of emergency services communications equipment throughout all levels of the scheme shall be submitted to and approved by the Council prior to the commencement of each phase of the development, other than site preparation works or site remediation, and the detail as approved shall be implemented in accordance with an agreed scheme prior to the occupation of that relevant phase of the development.

To ensure that emergency services communications equipment functions effectively throughout the development in accordance with policy 7.13 of the London Plan (2011).

- 37) Prior to commencement of any phase of development, details of measures to accord with the Metropolitan Police 'Secure by Design' scheme shall be submitted to and approved in writing by the Council. Such details shall include, but not be limited to, CCTV coverage, access controls, basement security measures, and means to secure the site throughout construction. Development shall proceed in accordance with the approved details and measures shall be retained thereafter.

To ensure that the development incorporates suitable design measures to minimise opportunities for, and the perception of, crime, in accordance with policies 7.3 and 7.13 of the London Plan (2011) and policy EN10 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 38) Prior to commencement above ground level of any phase of development, details of micro climate mitigation measures necessary to provide an appropriate wind environment throughout and surrounding the development shall be submitted to and approved in writing by the Council. Development shall proceed in accordance with the approved details and be retained as such thereafter.

To ensure that suitable measures are incorporated to mitigate potential adverse wind environments arising from the development, in accordance with policies 7.6 and 7.7 of the London Plan (2011).

- 39) Prior to the commencement of development, other than ground works, site preparation or remediation, a site wide strategy for the provision of children's playspace on the site shall be submitted to and approved in writing by the Council. Details of compliance with this strategy shall be submitted prior to the commencement of each phase of the development, and the measure shall be implemented as approved and retained thereafter.

To ensure the suitable provision of playspace and incidental play opportunities for children throughout the development, in accordance with policy 3.6 of the London Plan (2011) and policy EN23B of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 40) Prior to the commencement of each phase of development, other than ground works, site preparation or remediation, details of compliance with lifetime homes standards for the residential units and of the provision of 10% of the residential units to wheelchair housing standard or accessible to this standard, shall be submitted to and approved in writing by the Council. Development shall accord with the details as approved.

To ensure that the development provides for the changing circumstances of occupiers and responds to the needs of people with disabilities, in accordance with policy 3.8 of the London Plan (2011) and policy HO6 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 41) No phase of the development shall commence, other than ground works, site preparation or remediation, prior to the submission and approval in writing by the Council of full details of the proposed hard and soft landscaping of the site, including planting schedules and details of the species, height and maturity of any trees and shrubs and proposed landscape maintenance. The approved scheme shall be implemented in the next winter planting season following completion of the building works, or before the occupation and use of any part of the buildings, whichever is the earlier, and the landscaping shall thereafter be retained and maintained in accordance with the approved details.

To ensure a satisfactory external appearance in accordance with policies EN2, EN8 and EN26 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 42) Any tree or shrub planted pursuant to approved landscape details that is removed or severely damaged, dying or becoming seriously diseased within 5 years of planting shall be replaced with a tree or shrub of similar size and species to that originally required to be planted.

To ensure a satisfactory provision for planting, in accordance with policies EN2, EN8 and EN26 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 43) No plant, water tanks, water tank enclosures or other structures, that are not shown on the approved plans, shall be erected upon the roofs of the buildings hereby permitted.

To ensure a satisfactory external appearance, in accordance with Policy EN2, and EN8 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 44) Development shall not commence, other than ground works, site preparation or remediation, until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the Council in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

As the development may lead to sewage flooding the condition is necessary to ensure that sufficient capacity is made available to provide for the new development; and in order to avoid adverse environmental impact upon the community in accordance with policies 5.13 and 5.14 of the London Plan (2011).

- 45) No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the Council in consultation with the relevant water or sewerage undertaker. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

The proposed works will be in close proximity to underground water and sewerage utility infrastructure and the condition is necessary to ensure that these are protected during construction, in accordance with policies 5.14 and 5.15 of the London Plan (2011).

- 46) Development shall not commence other than ground works, site preparation or remediation, until impact studies of the existing water supply infrastructure to determine the magnitude of any new additional capacity required in the system and a suitable connection point have been submitted to, and approved in writing by, the Council. Development shall accord with the approved details.

To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand arising from the development in accordance with policies 5.14 and 5.15 of the London Plan (2011).

- 47) Prior to the first occupation of the Class A1-A4, B1, D1 and D2 floorspace within each phase of the development, details of the proposed uses of that floorspace shall be submitted to and approved in writing by the Council. Use of the non-residential floorspace shall accord with the details as approved, unless otherwise agreed by the Council through the determination of a planning application.

To enable the detailed assessment and control of this floorspace as the development proceeds to ensure that an undesirable concentration of a single use of floorspace is avoided and to ensure that the uses will be of a scale and mix that meets local need and is consistent with the Borough's retail hierarchy, in accordance with Planning Policy Statement 4: Planning for Sustainable Economic Growth (2009).

- 48) Notwithstanding the details shown on the plans hereby approved, prior to commencement of development, revised details shall be submitted demonstrating adequate tracking and vertical clearance of the access ramp and refuse servicing area.

To ensure that the detailed design of the access ramp provides sufficient vertical clearance and capacity for vehicle manoeuvring in accordance with policies EN17 and TN28 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 49) Prior to commencement of construction of the pontoon hereby approved, detailed design and construction methodology for the pontoon shall be submitted to and approved in writing by the Council. The information submitted should include: details regarding the siting, design and method statements for construction including timings of the works, piling information, machinery (location and storage, materials and fuel, access routes etc), hydrodynamic modelling and protection of ecologically sensitive areas. Development shall proceed in accordance with the details as approved.

Minor revision to the design of the pontoon following further technical analysis of the interaction of the pontoon structure with the river current is likely to be necessary to prevent scouring of the river bed, in accordance with policies EN32 and EN35 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 50) Prior to first occupation of phase 1 of the development, a management plan shall be submitted to and approved in writing by the Council setting out measures to ensure that the use of the Boat Club does not result in detriment to the living conditions of neighbouring residential properties within or in proximity to the development. Measures shall be implemented in accordance with the approved management plan and adhered to thereafter.

To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise, in accordance with Policy EN20A, EN20B and EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 51) Prior to the commencement of development of Block A above ground level, details of proposed privacy screens to be applied to the balconies to mitigate internal overlooking within Block A, including full plan detail and material samples, shall be submitted to and approved in writing by the Council. Development shall proceed in accordance with the approved measures, and they shall be retained hereafter.

To prevent overlooking within the development in the interests of appropriate living conditions of future occupiers, in accordance with policy 3.5 of the London Plan (2011) and Standard S13.2 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 52) The development hereby permitted shall not commence on Phase 1, other than ground works, site preparation or remediation, prior to the submission and approval in writing

by the Council of details in plan, section and elevation (at a scale of not less than 1:20) of typical bays including detail of cladding, fenestration, balconies and entrances, and no part of the development shall be used or occupied prior to the completion of that part of the development in accordance with the approved details.

To ensure a satisfactory external appearance and to prevent harm to the streetscene, in accordance with Policy EN2 and EN8 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 53) With exception to the roof terrace areas shown on the Phase 1 drawings hereby approved, no part of the remainder of the flat roof areas provided by the development hereby approved shall be used as a terrace or other open amenity space, unless otherwise agreed in writing by the Council.

To ensure a satisfactory external appearance and so that the use of the buildings does not harm the existing amenities of the neighbouring residential properties as a result of overlooking, loss of privacy and noise and disturbance, in accordance with EN2, EN8, EN20A, EN20B, EN21 and standards S13.2, and S13.2A of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 54) No plumbing, extract flues or pipes, other than rainwater pipes shall be fixed on the external elevations of the development of Phase 1 hereby approved, unless otherwise agreed in writing by the Council.

To ensure a satisfactory external appearance and to prevent harm to the street scene and the conservation area, in accordance with Policy EN2, and EN8 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 55) Prior to first occupation of any part of the development hereby approved, detail of how the river wall can accommodate a 600mm raising above the current statutory level (5.41m AOD) to accommodate for climate change, without encroaching riverward of the existing wall profile, shall be submitted to and approved in writing by the Council.

To ensure that the development can adequately respond to increased flood levels in accordance with policy 5.12 of the London Plan (2011).

- 56) Prior to the first occupation of Phase 1 of the development, the scope of the riverwall remedial works, as informed by the submitted JSA Structural Survey Report (4456/1/MCH/CV/107230 Rev 1 dated 19 July 2001, shall be submitted to and approved in writing by the Council. The required remedial works shall be completed prior to first occupation of Phase 1 of the development, unless otherwise agreed in writing by the Council.

To ensure that the development will benefit from suitable flood protection, in accordance with policy 5.12 of the London Plan (2011).

- 57) The development permitted by this planning permission shall only be carried out in accordance with the approved JSA Flood Risk Assessment (dated June 2011, ref: 4456/9A/AD Rev C) and the following mitigation measures detailed within the FRA:

1. All more vulnerable uses, such as residential, are to be set above the 1 in 200 year flood level of 5.13m AOD minimum as stated in section 3.2.4 of the FRA.
2. All less vulnerable uses will have access to areas of safe refuge above the 1 in 200 year flood level at all times.
3. A flood management plan shall be produced and submitted to the Local Planning Authority in accordance with the FRA recommendations for approval and implementation. This shall provide identification and provision of safe route(s) or safe refuge areas within the building for occupants to use during times of flood.
4. The ability to raise the flood defence crest level 600mm above the statutory flood defence level of 5.54m AOD to a level of 6.14m AOD to take account climate change flows, shall not be compromised.

To minimise the risk of internal flooding and to ensure the safety of occupants during a flood in accordance with policy 5.13 of the London Plan.

- 58) Prior to the commencement of construction of the pontoon hereby approved, an Ecological Enhancement Scheme for the provision and management of the buffer zone alongside the River Thames and the provision of biodiversity habitat on the site shall be submitted to and agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved scheme and any subsequent amendments shall be agreed in writing with the Local Planning Authority. The scheme shall include:

- plans showing the extent and layout of the inland buffer zone.
- details of the planting scheme (this should incorporate native species where ever possible) and all species within the 16 meter buffer zone shall be native.
- details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term.
- details of any footpaths, fencing, lighting etc within the buffer zone. Light spillage over the River Thames and adjacent river corridor habitat shall be minimised using focussed lighting and cowlings, to reduce the adverse impact on species such as bats which rely on the river corridor for foraging and commuting.
- details of green and brown roofs on the buildings. These are of particular important adjacent to river corridor due to the species they support.
- details regarding proposed in river enhancements such as timber fenders and planter boxes.

To ensure the provision of ecological habitat within the site in the interests of biodiversity, in accordance with policies 5.11, 5.13 and 7.19 of the London Plan (2011) and policy EN28 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

- 59) Prior to commencement of each phase of the development, a scheme for the assessment of television signal interference shall be submitted to and approved in writing by the Council. Where the submitted scheme concludes that the development phase will result in television signal interference, a scheme of mitigation measures to address this shall be submitted to and approved by the Council. The approved mitigation measures shall be implemented in full prior to first occupation of that phase of the development.

To ensure that the development does not result in detriment to television signals in the surrounding and wider area, in accordance with policy EN21 of the London Borough of Hammersmith and Fulham UDP (as amended 2011).

Reason(s) for granting planning permission:

- 1)
 1. Landuse: The proposed development of the existing vacant site would generally accord with the guidance set out in the relevant site specific policy of the Core Strategy 2011 and is considered to provide a suitable form of development in relation to the site's location and context. The overall quantum of development would accord with the policy requirement to optimise the use of the site. The proposed dwelling mix and affordable housing provision would relate to the specific circumstances of the area and would accord with policy guidance. The non-residential uses proposed would offer opportunities for leisure uses and services to meet the needs of future occupiers. The proposed community use Boat Club would offer a significant opportunity for a unique facility that provided benefit to the wider community. The proposed development therefore accords with policies 2.18, 3.3, 3.4, 3.7, 3.10, 3.11, 3.12, 3.13, 3.16, 7.27 and 7.28 of the London Plan (2011) and policies G8, HO6, EN32, EN34A, EN35 and SH11 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policies H1, H2, H3, C, CF1, CS8, HTC and RTC1 of the Core Strategy 2011.
 2. Design: The application proposes an interesting response to the design constraints of the site, in the form of an outline master plan that details overall layout including routes through the site, public realm areas and building siting, along with parameter details for the proposed buildings. The first phase of this is provided in detail, proposing a warehouse aesthetic for one of the principle buildings within the site. The master plan is considered to address the riverside setting of the site and the relationship with surrounding heritage assets, including respecting the Grade II* Hammersmith Bridge, the setting of which would be preserved by the development. The scale proposed on the site responds to the wider pattern of development that is characterised by rising heights to the river frontage from the surrounding lower scale urban area. The proposed development therefore accords with policies 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.21, 7.27 and 7.30 of the London Plan (2011) and policies EN2, EN3, EN8, EN25, EN31, EN31X, EN32 and EN35 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policies BE1, RTC1 and HTC of the Core Strategy 2011.
 3. Residential Amenity and Impact on Neighbouring Properties: While the majority of the proposed development has been submitted in outline form, the master plan provides a suitable layout and relationship between buildings to ensure that appropriate standards could be achieved at detailed design stage to provide high quality living conditions for future occupiers, including the provision of a safe and secure environment. High quality living conditions would be provided within the detailed phase, Block A, with all units benefiting from good levels of daylight/sunlight, outlook and privacy. As the site is currently vacant, the development would result in notable changes to the amenity of neighbouring properties. However, the resulting impact is generally minor in scale and the development would not result in degradation to unsatisfactory levels of amenity for any neighbouring property. The proposed development therefore accords with policies 3.5, 3.6, 3.8, 7.3, 7.6, 7.7 and 7.14 of the London Plan (2011) and policies EN10, HO6, EN8, EN20A, EN23, EN23B and Standards S5A.1, S5A.2, S6, S7.1, S7A, S13.1, S13.2 and S13.3 of the London Borough of Hammersmith and Fulham UDP (as amended 2011), and policies H3 and CC4 of the Core Strategy 2011.
 4. Transport: The application proposes a reduced car parking level that would result in an overall residential car parking provision of 0.6 spaces per unit, which is considered to be reflective of the excellent access of the site to public transport and

services and facilities and consistent with sustainable transport principles. Modelling of the development has shown that the resulting vehicle trip generation would not result in congestion of nearby road junctions. The development layout would integrate with surrounding roads would provide improved access to the riverside. External impacts of the development would be controlled by condition and section 106 provisions to contribute to improvements to Fulham Palace Road, improve pedestrian accessibility in the wider area, and prevent off spill car parking of surrounding roads and travel planning initiatives would be implemented on the site. The proposed development therefore accords with policies 6.1, 6.3, 6.9, 6.10, 6.11, 6.13 of the London Plan (2011) and policies TN4, TN5, TN6, TN8, TN13, TN15, TN21, TN28 and Standards S18, S19, S20, S21 and S23 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policy T1 of the Core Strategy 2011.

5. Sustainability: The application proposes an energy efficient form of development incorporating modern insulation technology, a combined heat and power unit and photovoltaic panels, which would result in a significant reduction of CO2 emission beyond the Building Regulations 2010 compliant level. Sustainable urban drainage principles are incorporated into the design to attenuate surface flows on the site, which would then be discharged to the Thames. Ecological enhancements are proposed to offset the loss of existing habitat on the site. The proposed development therefore accords with policies 5.1, 5.2, 5.3, 5.6, 5.7, 5.8, 5.9, 5.11, 5.12, 5.13, 5.14, 5.15 and 7.19 of the London Plan (2011) and policies EN28A, EN29 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policies CC1, CC2, H3, OS1 and RTC1 of the Core Strategy 2011

6. Land Contamination: The previous uses of the site have resulted in varying levels of contamination on the site, which has in part been addressed through previous remediation processes. The application proposes that the site would be remediated to an appropriate level for the sensitive residential and open space uses. The proposed development therefore accords with policy 5.21 of the London Plan (2011) and policy CC4 of the Core Strategy 2011.

7. Archaeology: The site is likely to have surviving archaeological remains that the application proposes to address by way of a watching brief throughout relevant construction times. The proposed development therefore accords with policy 7.8 of the London Plan (2011), policy EN7 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policy BE1 of the Core Strategy 2011.

8. Planning Obligations: The application proposes that unavoidable external impacts on surrounding physical and social infrastructure are mitigated by way of financial contributions to fund improvements that are necessary as a consequence of the increased use arising from the population yield from the development. A range of such contributions and significant provision of community facilities are proposed. The proposed development would therefore mitigate external impacts and would accord with policy 8.2 of the London Plan (2011), policy EN23 of the London Borough of Hammersmith and Fulham UDP (as amended 2011) and policy CF1 of the Core Strategy 2011.

This decision notice is in draft only

On behalf of the Director of Environment
Duly authorised by the Council to sign this notice.

Notes:

This decision is a planning permission under Part III of the Town and Country Planning Act 1990 only. It must not be taken as implying that the Council will grant any other consent, permission or approval that may be necessary in connection with the development, whether under any other statutory powers or in any other capacity.

This planning permission should be read in conjunction with the legal agreement dated: **19th December 2011.**

Refer to the Statement of Applicants' Rights and general information enclosed.

Naming and Numbering of Streets and Buildings:

Where development involves any of the following:

- construction of new building(s);
- subdivision of existing building(s) into units (eg flat conversions);
- combination of existing buildings or units;
- construction or modification of a named street;
- abolition or stopping up of any part of a named street;
- any other development necessitating the creation or modification of a postal address;

then the Custodian of the Local Land and Property Gazetteer must be contacted at the earliest opportunity to ensure that all addresses are lawful and comply with the Council's policies.

Please E-mail: namingnumbering@lbhf.gov.uk

or telephone: **020 8753 3030** or **3061** for advice.

Explanatory notes and an application form are enclosed for your convenience.

**LONDON BOROUGH OF HAMMERSMITH AND FULHAM
TOWN AND COUNTRY PLANNING ACT 1990**

STATEMENT OF APPLICANTS' RIGHTS

arising from the grant of planning permission subject to conditions

- 1** An applicant aggrieved by the accompanying decision may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990. An appeal must be made by Notice served within six months of the date of this notice.

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

The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the Development Order and any Direction given under the Order.

- 2** If permission to develop land granted subject to conditions, whether by the local planning authority or by the Secretary of State, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state, and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which had been or would be permitted, then a Purchase Notice may be served on the Council of the London Borough of Hammersmith and Fulham requiring that authority to purchase the owner's interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

- 3** In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused, or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 108 of the Town and Country Planning Act, 1990.

- 4** Any appeal must be made on the appropriate forms, which can be obtained by post from:
The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN
or from the Inspectorate website at: www.planning-inspectorate.gov.uk
Telephone: **0117 372 8000**

GENERAL INFORMATION

The granting of planning permission does not relieve developers of the necessity for complying with any local Acts, the Building Regulations and general statutory provisions in force in the area, nor does it modify or affect any personal or restrictive covenants, easements etc, applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities (including the Council of the London Borough of Hammersmith and Fulham) entitled to the benefit thereof or holding in the property concerned in the development permitted or in any adjoining property.

The Council's Building Control Officer should be consulted at the earliest possible opportunity before commencing the development with regard to the provisions of the Building Regulations and/or other statutes.

Further, applicants are advised that the granting of planning permission does not authorise any development which may encroach upon a public highway and, in the event of such an encroachment, the Council may take such action as is appropriate to secure the removal of that part of the development which encroaches upon the public highway.

The Council's Highways and Engineering Division should be consulted as to any works proposed to, above, under or abutting any carriageway, footway or forecourt.

For all telephone enquiries please call the Council's Corporate Contact Centre on: **020 8753 1084**

Street Naming and Numbering

LONDON BUILDING ACTS (AMENDMENT) ACT 1939 - PART II (AS AMENDED BY THE LOCAL GOVERNMENT ACT 1985) STREET NAMING AND NUMBERING

The Council provides a naming and numbering service for all properties in the borough. It deals with all changes to streets, buildings, houses and units, both residential and commercial.

Under the above Act it is obligatory that streets and buildings are named and numbered through the Council. It is an offence under Section 13 of the above Act to display any name or number which has not been lawfully assigned by the Council.

We Are Here To Help

Please contact us if you are involved in:

- Property Development
- Creating New Properties
- Building Conversions

If you do not have your name/number lawfully assigned by the Council your address may not be recognised and you may experience difficulties with the following:

- Postal Deliveries
- Utilities Connection / Billing
- Obtaining Credit
- Electoral Registration

What Do We Do?

Many problems arise because the Royal Mail does not hold a correct address. Please note that the Royal Mail will only amend their database on the recommendation of the Council so changes of this nature should be directed to us in the first instance. The Royal Mail are, however, solely responsible for the allocation of postcodes.

If a new name or number must be assigned to a street, premises or development then a series of consultations must be carried out with the Metropolitan Police, Fire Brigade, Ambulance Service and the Royal Mail. This is to avoid duplications which may cause confusion and lead to possible misdirection and/or delay of post and emergency services. This process will often take 2-6 weeks to complete.

It is therefore advisable that the naming and numbering of new streets and buildings is applied for well in advance of their occupation to avoid delays to the provision of utilities and other services.

Please note that a fee is charged for this service, calculated according to the number of addresses required.

How To Contact Us

If you are the owner or developer and need to get in touch with the Council, please write to us, or fill out the attached form, and send with a site plan of the property in question indicating the main entrances to:

**Street Naming & Numbering
Environment Services Department
4th Floor Town Hall Extension
King Street
London
W6 9JU**

Or email: namingnumbering@lbhf.gov.uk

For enquiries please phone 020 8753 3030

Street & Building Naming & Numbering Application Form



Applicant Details

Name: _____
Address: _____
Post code: _____
Telephone: _____ Mobile: _____
Fax: _____ Email: _____

Are you the owner of the Property/Site? _____

N.B. If the applicant is **NOT** the freeholder of the property/site, please ask the freeholder to apply or alternatively attach a letter (with appropriate signatures) confirming that the applicant is acting on behalf of the freeholder.

Existing Address (If Applicable)

Address: _____
Post code: _____

Proposed Address/ Street for (Re) Naming & Numbering

Note: Preference will always be given to names that have a historical or local relevance.

Address(s): _____

Please continue on a separate sheet if necessary

Planning application number? _____ When did building commence? _____

Historical Relevance And/or Reason for Change Please detail on which grounds you wish us to name/rename. Are there historical connections to the name(s)?

N.B. A site plan is required – this need only be a site outline indicating main entrances.

Applicant Signature _____ Date _____

Please wait for council approval before printing stationery or erecting name plates.

Please return the completed form along with any information you feel may support your request to:
Street Naming & Numbering, 4th Floor, Hammersmith Town Hall Extension, King Street, W6 9JU
Tel: 020 8753 3030 or Email to: namingnumbering@lbhf.gov.uk

Please note that a fee is charged for this service, calculated according to the number of addresses required.



SCHEDULE 2

DISCOUNTED MARKET SALE HOUSING

1. Phase One DMS Units

- 1.1 SGCL shall not permit more than 60% of the Private Residential Units within Phase One to be In Occupation unless and until 60% of the Phase One DMS Units are Practically Complete unless otherwise agreed with the Council
- 1.2 SGCL shall not permit more than 80% of the Private Residential Units within Phase One to be In Occupation unless and until 75% of the Phase One DMS Units are Practically Complete unless otherwise agreed with the Council
- 1.3 SGCL shall not permit more than 95% of the Private Residential Units within Phase One to be in occupation unless and until 100% of the Phase One DMS Units are Practically Complete unless otherwise agreed with the Council

2. DMS Units in Second and Subsequent Phases

- 2.1 SGCL shall submit a DMS Scheme with its reserved matters application in relation to the second and each subsequent phase of the Development and Commencement shall not take place in relation to the second or any subsequent phase of the Development unless and until the Council has approved the DMS Scheme for that phase
- 2.2 SGCL shall not permit more than 60% of the Private Residential Units within the Development (taken in total) to be In Occupation unless and until 60% of the Discounted Market Sale Units are Practically Complete unless otherwise agreed with the Council
- 2.3 SGCL shall not permit more than 80% of the Private Residential Units within the Development (taken in total) to be In Occupation unless and until 80% of the Discounted Market Sale Units are Practically Complete unless otherwise agreed with the Council
- 2.4 SGCL shall not permit more than 95% of the Private Residential Units within the Development (taken in total) to be in occupation unless and until 100% of the Discounted Market Sale Units are Practically Complete unless otherwise agreed with the Council

3. Sale of the Discounted Market Sales Units

- 3.1 SGCL and the Council shall agree a marketing strategy for the Discounted Market Sale Units
- 3.2 SGCL will give the Council at least 6 months prior written notice (to be served on the Council's Director of Housing and Regeneration or other officer nominated in writing for this purpose by the Council) of the date on which it anticipates that Practical Completion will take place in respect of any Discounted Market Sale Unit and shall include within the said notice:-
- (a) a statement of the open market value of the relevant unit; and
 - (b) a statement as to whether the relevant unit is:-
 - (i) a DMS Manhattan Unit and, if so, whether it is one to which the Discounted DMS Manhattan Unit Price or the Standard DMS Manhattan Unit Price applies
 - (ii) a DMS Two Bedroomed Unit
- 3.3 In the event that the Council disputes the open market value of any Discounted Market Sale Unit (as stated in a notice served pursuant to Paragraph 3.2 of this Schedule 2 to this Deed) it shall notify this to SGCL in writing within ten Working Days in which case:-
- (a) SGCL and the Council shall endeavour to agree the Open Market Value of the said unit within five Working Days; but if this does not happen then
 - (b) the Determining Surveyor shall be appointed within five Working Days after notification of such dispute and be required to provide his assessment of the Open Market Value of the said unit within five Working Days after appointment and both Parties shall (save in the case of manifest error) accept the Determining Surveyor's assessment of Open Market Value as binding

PROVIDED ALWAYS that in the event that the Council does not dispute the Open Market Value stated by SGCL within ten Working Days after it receives a notice pursuant to Paragraph 3.2 of this Schedule 2 to this Deed then the Council shall be deemed to have accepted the Open Market Value as stated in the notice

- 3.4 The Council will supply a Discount Purchaser Nomination List to SGCL within four weeks after Open Market Value is settled pursuant to Paragraph 3.3 of this Schedule 2 of this Deed and shall thereafter be responsible for providing SGCL with regular updates for the Discount Purchaser Nomination List at least once in every six months and within five Working Days of any request from SGCL for such an update until such time as SGCL has disposed of all the Discounted Market Sales Units pursuant to the provisions of Paragraph 3.5 of this Schedule 2 to this Deed
- 3.5 SGCL will use all reasonable endeavours to sell the Discounted Market Sale Unit for sale at the Relevant Discounted Sale Price to persons on the Discount Purchaser Nomination List PROVIDED ALWAYS that:-
- (a) if within eight weeks prior to Practical Completion of that Discounted Market Sale Unit contracts have not been exchanged for the sale and purchase of that Discounted Market Sale Unit between SGCL and a nominee from the Discount Purchaser Nomination List; or
 - (b) if within four weeks prior to Practical Completion of that Discounted Market Sale Unit the Discount Market Sale Purchaser indicates an unwillingness or inability to complete a contract for sale in respect of that Discount Market Sale Unit; or
 - (c) if there are no suitable nominees on the Discount Purchaser Nomination List or the Council otherwise fails to keep the Discount Purchaser Nomination up to date and SGCL using all reasonable endeavours is unable to sell to an alternative suitable nominee on the Discount Purchaser Nomination List at the Relevant Discounted Sale Price with completion of such sale taking place on the date of Practical Completion of the Discounted Market Sale Unit; or
 - (d) if the Council and SGCL are between them unable to sell to an alternative suitable nominee who is not on the Discount Purchaser Nomination List but otherwise fulfils the criteria for being a Discount Market Sale Purchaser with completion of such sale taking place on the date of Practical Completion

then SGCL shall be free to sell that Discounted Market Sale Unit at Open Market Value and the Discounted Market Sale Unit shall no longer be such for the purposes of this Deed PROVIDED ALWAYS that the Equity Payment has been

paid to the Council by SGCL within 21 days after legal completion of the sale of the relevant unit

- 3.6 For the avoidance of doubt it is hereby agreed that the Council shall not be liable for any charges or expenses in relation to the Discounted Market Sale Units including stamp duty, service charges, parking charges or management charges
- 3.7 The first transfer of each Discounted Market Sale Unit and every subsequent transfer of each Discounted Market Sale Unit will be subject to entry into the Deed of Restriction and for the avoidance of doubt if at the date of the first sale of a Private Residential Unit the Relevant Discounted Sale Price is discounted by more than 30% of Open Market Value then this will be recorded in writing by the Council and SGCL and shall thereafter be the figure against which the level of Equity Payment is calculated and that figure shall be defined in the relevant Deed of Restriction as the Equity Price for that unit
- 3.8 The terms of the Deed of Restriction will apply to each of the Discounted Market Sales Units
- 3.9 No Discounted Market Sale Unit shall be occupied other than as a Discounted Market Sale Unit by a Discount Market Sale Purchaser save in accordance with the provisions of this Deed
- 3.10 SGCL covenants not to release any lessee (or its successor in title) of a Discounted Market Sale Unit from the covenants referred to in Paragraph 3.9 of this Schedule 2 to this Deed without the written approval of the Council. In the event that SGCL receives a Release Payment in relation to any Discounted Market Sale Unit it shall pay that sum to the Council within 10 Working Days after receipt
- 3.11 In the event that a Release Payment or an Equity Payment is made to the Council on the first or any subsequent transfer respectively of any Discounted Market Sale Unit the Council shall not use that Release Payment or Equity Payment otherwise than towards the provision of affordable housing or intermediate housing within the London Borough of Hammersmith and Fulham

APPENDIX TO SCHEDULE 2

DEED OF RESTRICTION

Date: []

SGCL Limited

The Transferor

[]

The Transferee

The Mayor and Burgesses of the London Borough of Hammersmith and Fulham

The Council

Deed of Restriction

relating to *[full address of property]*

THIS DEED is made on []

BETWEEN

- (1) **ST GEORGE CENTRAL LONDON LTD** (the Transferor) of St. George House, 76 Crown Road, Twickenham, Middlesex, TW1 3EU
- (2) **[The Transferee]** (the Transferee) of [address]; and
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** (the Council) of Town Hall, King Street, London W6 9JU

Recitals

- A The Council is the local planning authority for the area within which the Property is situated and by whom the obligations in an agreement made between the Council and SGCL Ltd and dated [] 2011 (the Agreement) and in this Deed are enforceable
- B The Transferor is the registered proprietor at HM Land Registry of the Property with title absolute under title number []
- C By a transfer of even date the Transferee is entitled to be registered at HM Land Registry with title absolute of the Property pursuant to an agreement with the Transferor for the sale and purchase of the Property dated [] and made between the same parties as are parties hereto
- D The Transferor and the Transferee are required to enter into this Deed by the Council under the Agreement which imposes obligations as to the identity of potential owners and occupiers and limitations on the sale price of Discounted Market Sale Units (as such units are defined in the Agreement)

1. Definitions

In this Deed, the following words shall have the following meanings:-

Availability Notice

means a written notice from the Transferee served on the Council (marked for the attention of the Director of Housing and Regeneration or such other officer as is nominated by the Council from time to time) indicating the Transferee's intention to dispose of the Property

Council's Home Buy Unit

means the organisation that is the principal delegated agent of the Zone Agent, Metropolitan Home Ownership, and is responsible for all low cost home ownership products in the area of the London Borough of Hammersmith & Fulham or any successor organisation

Deed of Covenant

means a deed in the form attached as the First Schedule to this Deed

Deed of Release

means a deed in the form attached as the Second Schedule to this Deed

Discount Purchaser Nomination List

means a written list of the details of persons who are eligible to purchase the Property which list is to be provided by the Council to the Transferee in accordance with the provisions of the Third Schedule to this Deed

Disposal

means

- (a) any freehold transfer of the Property or
- (b) the grant or transfer of any Lease or Tenancy of the Property or any part of it for a term in excess of 7 years

and "Dispose" "Disposee" and "Disposed" shall be construed accordingly

Expert Surveyor

means an independent person suitably qualified and jointly appointed by the Transferee and the Council (which appointment may be terminated by either Party on reasonable notice whereupon a suitable replacement will be agreed between the Parties) acting (as expert not arbitrator) equally for each Party but at the Transferee's expense to value the Property on an Open Market Value basis pursuant to the provisions of Clause 5 and Paragraphs 3.1(i) and 3.1(ii) of the Third Schedule of this Deed

Equity Payment

means []% of Open Market Value

Open Market Value

means the best price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming:-

- (a) a willing seller;
- (b) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;
- (c) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion

as agreed between the Council and the Transferee (or failing their agreement as certified by the Expert Surveyor)

Property

means the property known as [full address of the unit] as shown edged red on the attached plan

Relevant Discounted Sale Price

means the sum equivalent to []% of the Open Market Value (being 100% of the Open Market Value less the Equity Payment)

Transferee

means [name of the purchaser of the unit] of [address] and their successors in title and where the context so admits the term "Transferee" shall include their mortgagee and their personal representatives

Transferor

means SGCL Limited of St George House, 76 Crown Road, Twickenham, Middlesex, TW1 3EU and its successors in title

Working Days

means any day (other than Saturday) on which banks are usually open for business in England & Wales

Zone Agent

means the organisation appointed by the Homes and Communities Agency to provide a one stop shop service for assessing the eligibility for and the marketing of low cost home ownership schemes within the geographical zone to which to which it has been appointed.

2. Transferee's Covenants

Subject to Clause 7 unless the Council expressly agrees in writing to the contrary the Transferee for itself and its successor in title to the Property and each and every part thereof HEREBY COVENANTS with the Transferor and the Council as follows:-

- 2.1 The Transferee shall not sublet the Property
- 2.2 The Transferee shall not enter into a contract to Dispose of the Property unless the Transferee shall have first served an Availability Notice on the Council in respect of the Property
- 2.3 In the event that
 - 2.3.1 the Council requires the Transferee to do so not to Dispose of the Property until it has entered into a Deed of Release and covenanted to pay the Equity Payment to the Council upon legal completion of that disposal PROVIDED ALWAYS that in the event that the Council has not responded in writing to an Availability Notice within 10 Working Days after receipt of the same then it shall be deemed not to require the Transferee to enter into a Deed of Release

2.3.2 the Transferee executes a Deed of Release then the Council and the Transferor shall use reasonable endeavours to execute the Deed of Release within 10 Working Days after each of them receives the said Deed of Release and the Council and the Transferor will take all appropriate steps to remove the restriction referred to in Clause 3 from the charges register of the Property

2.4 In the event that the Council does not require it to enter into a Deed of Release pursuant to Clause 2.3.1 of this Deed

2.4.1 the Transferee shall not Dispose of the Property other than in accordance with the provisions of the Third Schedule to this Deed to persons who satisfy the relevant requirements of the Agreement and this covenant shall be deemed satisfied by the delivery to the Council of reasonable written evidence that such requirements are met; and

2.4.2 the total consideration payable upon a Disposal of the Property by a Transferee to a Disposee shall not exceed the Open Market Value of the Property less the amount of the Equity Payment as defined in and calculated pursuant to the Agreement

2.4.3 the Transferee shall not Dispose of the Property without first procuring that (in the case of a purchaser or lessee) such Disposee enters into a Deed of Covenant

3. The Restriction

3.1 The Transferor and the Transferee and the Council hereby apply to the Chief Land Registrar for the following restriction to be entered in the Register of the title to the Property:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by the Transferor or its conveyancer and the Council that the provisions of Clause 3 of a Deed dated [] 20[] between St George Central London Ltd (1) and [Transferee] (2) and The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (3) have been complied with"

3.2 The Council and the Transferor covenant to use reasonable endeavours to provide a signed certificate within 10 Working Days of being requested so to do

4. Release of the Transferee's covenants

4.1 In the event that the Transferee wishes to have the covenants in Clause 2 above released then:-

4.1.1 the Transferee may apply at any time to the Council in writing to make the Equity Payment (as defined in the Agreement) for the Property; and

4.1.2 in the event that the Council accepts the application (which is a matter wholly for the Council's discretion):-

(a) the Transferee making the application shall make the Equity Payment to the Council; and

(b) the Council and the Transferor shall release in writing the Transferee and any subsequent disponees from the covenants at Clause 2 above and the Council and the Transferor will take all appropriate steps to remove the restriction referred to in Clause 3 above from the charges register of the Property

4.1.3 The application in Clause 4.1.1 shall include a statement of the open market value of the Property as certified by a member of RICS

4.1.4 In the event that the Council disputes the open market value of the Property, it shall notify this to the Transferee in writing within fifteen Working Days in which case the Transferee and the Council shall endeavour to agree the Open Market Value of the Property within five Working Days but if this does not happen then either:-

(a) the Expert Surveyor appointed to act for the Council and the Transferor in relation to disputes concerning the Open Market Value of the Discounted Market Sales Units the subject of the Agreement shall be required to provide his assessment of the Open Market Value of the Property within 5 Working Days after being requested to do so; or

(b) in the event that the Transferee notifies the Council that he wishes to appoint a different Expert Surveyor then the new Expert Surveyor shall be appointed as within 5 Working Days after notification of such dispute shall be required to provide his assessment of the Open Market Value of the Property within 5 Working Days after being requested to do so

and both parties shall (save in the case of manifest error) accept the Expert Surveyor's assessment of Open Market Value as binding

PROVIDED ALWAYS that in the event that the Council does not dispute the Open Market Value stated by the Transferee within 15 Working Days after it receives the application pursuant to Clause 4.1.1 then the Council shall be deemed to have accepted the Open Market Value as stated in the Availability Notice

4.2 The Transferee hereby agrees to meet the reasonable costs of the Council and the Transferor in releasing the Transferee from the covenants in Clause 2 of this Deed but in the event that the release is at the Council's request then all parties shall bear their own costs

5. Satisfaction of the requirements under the Agreement

The Transferee is required to enter into this covenant by the Transferor and the Council in order to meet the requirements of Schedule 2 of the Agreement

6. Severability

If any term, condition or provision contained in this Deed shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Deed

7. Mortgagees

The terms of the Deed of Covenant will apply to and bind the Property and any mortgagee of any interest in the Property save in the event that the Transferee defaults on any mortgage taken out to assist the purchase of the Property and the mortgagee needs to exercise its power of sale to realise its security on the Property the mortgagee shall be free to dispose of the Property free of the provisions of this Deed PROVIDED ALWAYS that upon sale by the mortgagee:

7.1 If the sale price of the Property is lower than the amount of the original loan the mortgagee shall be entitled to retain a sum representing a proportion of the Equity Payment up to a maximum of 100% of the Equity Payment but it shall only be entitled to retain such sum as represents the difference between the sale price and the original loan and shall pay the remainder of the Equity Payment to the Council.

7.2 Any payment to the Council pursuant to clause 7.1 shall be made no later than 21 days after the date of completion of the sale of the Property by the mortgagee

THE FIRST SCHEDULE

Deed of Covenant

THIS DEED OF COVENANT is made the day of 200[]

BETWEEN :-

- (1) [the disposee] of [address] or whose registered office is at [address] ("the Covenantor")
- (2) St George Central London Limited of St George House, 76 Crown Road, Twickenham, Middlesex, TW1 3EU] [or relevant successor in title] (the "Owner") and
- (3) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham of Town Hall (together "the Covenantee")

NOW THIS DEED WITNESSES as follows:-

1. RECITALS

This deed is entered into pursuant to the obligations to do so contained in Clause 2.3.6 of a deed (dated [] 20] and made between SGCL Ltd (1) [the Transferee] (2) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (3) a copy whereof is annexed hereto) ("the Deed")

2. COVENANTS

The Covenantor jointly and severally covenants with the each of the named parties herein as Covenantee as a separate covenant to each of them (and enforceable as such) that the Covenantor will at all times after the date of this deed or until a Deed of Release is entered into (having the same meaning as in the Deed) and the Equity Payment made will observe and perform the covenants and obligations contained in Clause 2 of the Deed as if the Covenantor had been original Covenantor under such Clause and it is agreed that together with the obligations and covenants included in Clause 2 all other terms of the Deed shall apply as if the Covenantor the Owner and the Council were the original parties to the Deed

Executed as a deed and delivered by:

in the presence of:

THE COMMON SEAL OF
ST GEORGE CENTRAL LONDON LTD
was hereunto affixed to this
deed in the presence of:

Director/Secretary

Director/Secretary

THE COMMON SEAL OF
THE MAYOR & BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH & FULHAM
was hereunto affixed to this deed in the presence of

Duly Authorised Signatory

THE SECOND SCHEDULE

Deed of Release

Dated 20[]

**THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF HAMMERSMITH AND FULHAM**

and

ST GEORGE CENTRAL LONDON LTD

and

[THE TRANSFEREE]

in relation to

[insert property details]

THIS DEED is dated 200[]

PARTIES

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM of Town Hall, King Street, London W6 9JU (the Council)
- (2) ST GEORGE CENTRAL LONDON LTD of St. George House, 76 Crown Road, Twickenham, Middlesex TW1 3EU (the Transferor)
- (3) [THE TRANSFEREE] of [] (the Transferee)

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation set out in this clause apply to this Deed.

“Covenants”

means the covenants contained in clause 3 of the Original Deed

“Equity Payment”

means [] % of Open Market Value

“Original Deed”

means the deed of covenant dated [] and made between (1) The Transferor (2) The Transferee and (3) The Council

“Property”

means the property known as [full address of the unit] and comprised in title number [insert title number]

“Restriction”

means the restriction contained in clause 3 of the Original Deed

1.2 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause or, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.3 Clause, schedule and paragraph headings do not affect the interpretation of this Deed.

- 1.4 Where the Council or the Transferor or the Transferee is for the time being two or more individuals the terms "Council" and "Transferor" and "Transferee" include the plural number and obligations expressed or implied to be made by or with such a party are deemed to be made by such individuals jointly and severally.
- 1.5 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.6 A reference to a "person" includes an individual, corporate or unincorporated body.

2. Release

- 2.1 Where this Deed of Release is entered into pursuant to Clause 4 of the Original Deed then in consideration of the Equity Payment paid by the Transferee to the Council (receipt of which the Council acknowledges) the Council and the Transferor respectively release with full title guarantee the Property and each and every part of it from the Covenants to the intent that the Covenants are extinguished with effect from the date of this Deed
- 2.2 Where this Deed of Release is entered into pursuant to Clause 2 of the Original Deed the Council and the Transferor shall upon payment of the Equity Payment respectively release with full title guarantee the Property and each and every part of it from the Covenants to the interest that the Covenants are extinguished with effect from the date of this Deed of Release

3. Cancellation of registrations

The Council and the Transferor agree to apply within thirty (30) days of the date of this Deed to the Land Registry for cancellation of Entry [] of the Charges Register of the register of title of the Property and removal of the Restriction from Entry [] of the Charges Register of the register of title of the Property.

4. [Consent of Mortgagee

The Mortgagee consents to the release of the Covenants and consents to the cancellation of the registrations referred to in clause 3.]

5. Continuing effect

- 5.1 Nothing in this Deed shall waive any breach by any party of its respective obligations contained in the Original Deed which may have occurred before the date of this Deed.

5.2 Except for the release contained in clause 5 the Original Deed shall remain in full force and effect.

6. Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to this Deed may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of THE MAYOR)
BURGESSES OF THE LONDON)
BOROUGH OF HAMMERSMITH AND)
FULHAM was hereunto affixed to this)
deed in the presence of:)

Duly Authorised Signatory

(THE COMMON SEAL of)
ST GEORGE CENTRAL LONDON LTD)
was hereunto affixed to this)
deed in the presence of:)

Director/Secretary

Director/Secretary

Executed as a Deed by)
[THE TRANSFEREE])
in the presence of:)

THE THIRD SCHEDULE

Provisions Applicable to a Resale

The second, and each subsequent, transfer of the Property will be subject to the following procedures :

1. The Transferee shall serve the Availability Notice on the Council's Home Buy Unit of his intention to sell the Property detailing its address and type and:
 - (a) the Transferee shall provide two comparable valuations of the Open Market Value of the Property each certified by a member of the Royal Institution of Chartered Surveyors; and
 - (b) the Transferee shall state that he requires the Council to indicate whether there are eligible applicants on the Discount Purchaser Nomination List within five Working Days after the Council receives the Availability Notice.
2. Within five Working Days after receipt of the Availability Notice the Council shall:
 - (a) notify the Transferee whether there are eligible applicants on the Discount Purchaser Nomination List; and
 - (b) agree with the Transferee two dates on which prospective purchasers may view the Property (one on a weekday and one on a weekend day) which days shall both be at least three Working Days prior to the date on which the Council is required to supply the Transferee with a prioritised shortlist of eligible purchasers pursuant to Paragraph 3 of this Third Schedule to this Deed

PROVIDED ALWAYS that in the event that there are no eligible applicants on the discount Purchaser Nomination List the Council will confirm in writing that the Transferee is free to sell the property to anyone at the Relevant Discounted Sale Price

3. As soon as reasonably practicable and in any event within twenty Working Days after notifying the Transferee of eligible applicants on the Discount Purchaser Nomination List the Council shall supply the Transferee with a prioritised shortlist of eligible purchasers
4. The Transferee shall use all reasonable endeavours to sell the Property to one of the Council's nominated potential purchasers and shall comply with the timescales stated in this Deed (save otherwise agreed with the Council) PROVIDED ALWAYS that:

4.1 the Transferee shall not be obliged to offer the Property for sale to more than two persons from the Council's prioritised shortlist of potential purchasers and shall do so in the following manner:

4.1.1 the Transferee shall make a written offer to sell to one of the persons from the prioritised shortlist as soon as reasonably practicable following receipt of the shortlist

4.1.2 in the event that the person to whom the Transferee has made the written offer declines to proceed within twenty Working Days after the date of the written offer the Transferee shall make a written offer to another person from the prioritised shortlist as soon as reasonably practicable; and

4.1.3 if no person to whom the Transferee has offered the Property for sale has entered into a contract to purchase within twenty Working Days of the written offers made pursuant to paragraphs 4.1.1 or 4.1.2 then the Transferee shall be free to sell the Property to anyone at the Relevant Discounted Sale Price

4.2 In the event that:

4.2.1 the Council does not notify the Transferee that there are eligible applicants on the Discount Purchasers Nomination List within five Working Days after it received the Availability Notice pursuant to paragraph 1 of this Schedule; or

4.2.2 there are no people who express an interest in purchasing the Property; or

4.2.3 there are no potential purchasers nominated by the Council; or

4.2.4 the Council does not perform its obligations pursuant to this Deed within the timescales set out (save as specifically agreed in writing between the Transferee and the Council)

then the Transferee shall be free to sell the Property to anyone at the Relevant Discounted Sale Price

5. The Transferee and the new purchaser shall inform the Council's Home Buy Unit of the name of the purchaser within twenty one days after the date of the legal transfer of the Property.

IN WITNESS WHEREOF the Council and SGCL Ltd have executed this document as a deed and delivered it the day and year first above written

THE COMMON SEAL of THE MAYOR)
BURGESSES OF THE LONDON)
BOROUGH OF HAMMERSMITH AND)
FULHAM was hereunto affixed to this)
deed in the presence of:)

Duly Authorised Signatory

(THE COMMON SEAL of)
ST GEORGE CENTRAL LONDON LTD)
was hereunto affixed to this)
deed in the presence of:)

Director/Secretary

Director/Secretary

SCHEDULE 3

EDUCATION

1. SGCL shall not permit more than 10% of the Private Residential Units to be In Occupation until the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) has been paid to the Council as the first instalment of the Education Contribution
2. SGCL shall not permit more than 25% of the Private Residential Units to be In Occupation until the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) has been paid to the Council as the second instalment of the Education Contribution
3. SGCL shall not permit more than 50% of the Private Residential Units to be In Occupation until the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) has been paid to the Council as the third instalment of the Education Contribution
4. SGCL shall not permit more than 80% of the Private Residential Units to be In Occupation until the sum of TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) has been paid to the Council as the fourth and final instalment of the Education Contribution
5. The Council shall use each instalment of the Education Contribution to procure additional educational facilities and services within a two mile (3.2km) radius of the Development in order to meet increased demand for such facilities and services as a result of the Residential Units within the Development being In Occupation as soon as possible after the date on which that instalment is paid to the Council by SGCL

SCHEDULE 4

FRANK BANFIELD PARK

PART 1

MAINTENANCE OF FRANK BANFIELD PARK

SGCL shall at its own expense procure the maintenance of Frank Banfield Park in accordance with the Park Maintenance Specification until August 2028 PROVIDED ALWAYS that SGCL shall not be obliged to spend more than THIRTY THOUSAND POUNDS (£30,000) per annum in maintaining Frank Banfield Park pursuant to this Schedule 4 to this Deed

PART 2
PARK MAINTENANCE SPECIFICATION

CAPITA LOVEJOY

**FRANK BANFIELD PARKHAMMERSMITH EMBANKMENT
CHANCELLORS ROAD, LONDON W6**

Landscape Management Plan

DRAFT

4250-04 MR 01
July 2008

Level Seven, 52 Grosvenor Gardens, Belgravia, London SW1W 0AU
Tel 020 7901 9911 Fax 020 7901 9901 www.capitalovejoy.co.uk
A Trading Division of Capita Symonds Ltd

Hammersmith Embankment 2000/1545/P Landscape Management Plan
4254-04 MR 01

page 1

CONTENTS

- 1.0 Introduction
- 2.0 Landscape Proposals
- 3.0 Design Objectives
 - 3.1 Public footpaths
 - 3.2 Fencing
 - 3.3 Existing and newly planted trees
 - 3.4 New shrub and other planting
 - 3.5 Ground modelling
 - 3.6 Lawn
- 4.0 Materials Specification
 - 4.1 Hard Landscape Materials
 - 4.2 Soft Landscape Materials
- 5.0 Management Responsibilities
- 6.0 Hard Landscape Maintenance
 - 6.1 Hard Landscape works
 - 6.2 General Guidelines
 - 6.3 Trial Areas
 - 6.4 Maintenance Tasks
 - 6.5 Health and Safety
- 7.0 Soft Landscape Maintenance
 - 7.1 Soft Landscape works
 - 7.2 General Guidelines
 - 7.4 Maintenance Tasks
 - 7.5 Health and Safety
- Appendix
 - Landscape Construction Drawings
 - Specialist Contractor's Drawings

1.0 INTRODUCTION

The Frank Banfield Park Landscape Management Plan has been developed by Capita Lovejoy on behalf of Goodman.

Proposals for the Park have been prepared as part of the Section 106 Agreement (9th March 2007) relating to the re-development of Hammersmith Embankment, in consultation with the London Borough of Hammersmith and Fulham (LBHF) and the local residents.

The landscape proposals were given planning consent in 2002 based on the following documents:

- Hammersmith Embankment, Design & Access Statement
- General Arrangement 4250-FBP-E102 B

Subsequent information and details were prepared in 2006 by Capita Lovejoy to provide additional details on tree and shrub planting species, size, girth, hard landscape materials and arboricultural survey and assessment. This information is provided on the following drawings:

- Drawings to discharge Landscape Conditions

DRAWING NO.	DESCRIPTION
Condition 5 4250-02 D	Street Furniture Details
4250-FBP-09	Lighting
4250-FBP-10	Lighting
4250-FBP-11	CCTV
Condition 6 4250-FBP-03 A	Hard Landscape Materials Plan
4250-FBP-04	Reclaimed Yorkstone Priority Plan
Condition 7 4250-FBP-RT01	Arboricultural Survey
4250-FBP-TS02	Tree Survey Plan
4250-FBP-TS03	Tree Constraints Plan
4250-FBP-TS04	Tree Protection Plan
4250-FBP-RT02	Arboricultural Method Statement
Condition 8 4250-FBP-06 A	Tree Planting Plan
4250-FBP-07	Indicative Shrub Planting Plan
Condition 10 4250-FBP-08	Children's Play Area

Following further discussions with LBHF and local residents during 2008, the location of the Play Area was adjusted and a new position was agreed as set out on the following drawing:

- Revised Play Area 4250-FBP-P101C

The Management Plan sets out the landscape maintenance requirements for the public external environment to ensure that the design objectives of the Landscape Masterplan are achieved. A brief description of the design objectives and long-term proposals is provided along with maintenance schedules and responsibilities. It is intended that the ecological and amenity value of the Park are maximised for the benefit of the local community.

This report is to be read in conjunction with the London Borough of Hammersmith & Fulham (LBHF) Contract for Grounds Maintenance Services Specification and the relevant sections of the Section 106 Agreement (9th March 2007) in relation to procedures, programme and liaison with LBHF.

2.0 LANDSCAPE PROPOSALS

The redevelopment of the Hammersmith Embankment involves the erection of new office buildings, apartments/townhouses, open space, public realm and new site access.

The key landscape areas as defined by the masterplan are as follows:

- Public footpaths
- Fencing
- Existing and newly planted trees
- New Shrub, hedge and other planting
- Ground modelling
- Lawn

3.0 DESIGN OBJECTIVES

The landscape masterplan seeks to regenerate a popular and well used neighbourhood Park. All current footpaths will be re-laid and re-directed taking into account existing desire lines whilst opening up a new route that will link the Park to the adjacent Hammersmith Embankment site. Existing yorkstone will be lifted and re-used at key entrances. A number of low quality and dead trees will be removed and replaced with new semi-mature trees. Most of the existing shrub planting will be removed and replaced. A new fenced play area will be incorporated into the scheme for young children. New fencing and gates will be erected along the park boundary allowing the park to be closed to public at night time. New benches and dog and litter bins will be installed.

3.1 Public footpaths

Careful consideration has been given to providing more meaningful access and circulation within the park. Existing unpaved desire lines will be incorporated into the new footpath layout. All footpaths will be finished with a buff coloured resin bound gravel with areas of reclaimed yorkstone at key entrances.

3.2 Fencing

Frank Banfield Park will be enclosed by 1800mm high fencing/wall and fencing with either single or double gates at all entrances. The park will be closed at night time.

3.3 Existing and newly planted trees

The majority of the existing trees will be incorporated into the new scheme with the addition of 52 new semi-mature trees.

3.4 New Shrub and other planting

Most of the existing shrub planting will be removed and replaced with 150mm of new topsoil and new shrub planting.

3.5 Ground modelling

A number of existing mounds will be re-modelled either to allow for the new footpath alignment or to provide a gentler gradient than currently exists.

3.6 Lawn

All existing grass areas of the park disturbed or damaged by the construction works will be turfed.

4.0 MATERIALS SPECIFICATION

4.1 Hard Landscape Materials

The footpath materials have been selected to satisfy the aesthetic, functional long-term lifespan and maintenance requirements. The primary footpath material is resin bound gravel with concrete pin kerb edging and reclaimed yorkstone at key entrances.

All footpaths are subject to regular pedestrian use and are to be designed and built to accommodate this potential activity.

The surface of the seating pods will be resin bound gravel with granite sett edging.

The play area has been incorporated into the scheme using colours and equipment approved by the Local Authority.

4.2 Soft Landscape Materials

Trees form a strong feature in the landscape and are supported by shrub, meadow and lawn planting. Tree planting has been specified using large semi-mature specimens to provide immediate structure and visual impact from day one as well as being of a size that is sufficiently robust to withstand conditions. Similarly shrub planting is of large stock for immediate impact.

5.0 MANAGEMENT RESPONSIBILITIES

Frank Banfield Park is to be maintained by Goodman for 10 years following Practical Completion (PC). At the end of the 10 year period maintenance responsibility will revert to LBHF.

The landscape maintenance and management of the park will be the responsibility of Goodman. It is envisaged that this method of maintaining and managing the park shall sustain the as-built environment both in the short and long-term.

Provision shall be made by Goodman for liaison and co-ordination with LBHF as required to facilitate the maintenance and management works alongside LBHF procedures.

Method statements are required for all cleaning procedures and materials, for approval by Goodman and LBHF.

6.0 HARD LANDSCAPE MAINTENANCE

6.1 Hard Landscape Works

The maintenance and management of the scheme will comprise the following:

- Regular cleaning tasks.
- Specific cleaning tasks.
- Inspection tasks.
- Repair and replacement works.
- Remediation works.

The following sections outline the scope of these different tasks:

Regular Cleaning Tasks

- A series of general cleaning tasks to be carried out at regular intervals to ensure the environment is maintained in a clean and tidy state.
- Regimes of differing levels of intensity will be required in response to the particular demands of the park. Some tasks will be carried out on a weekly basis with others carried out monthly.
- A specification and programme of regular cleaning tasks is to be prepared.

Specific Cleaning Tasks

- Some tasks will be in response to activities/ events that have taken place. These may be both scheduled and unanticipated events. These works are less easily defined as they are often unknown and unpredictable.
- Unknown and unanticipated tasks are often related to incidental damage and potential acts of vandalism.

Inspection Tasks

- A regular programme of inspection visits will be required. This is to cover all elements of the park.
- In addition to the scheduled inspections the daily and weekly cleaning routines are also to include the reporting of non-functioning elements, incidental damage and acts of vandalism.

Repair and Replacement Works

Repairs and replacements to non-functioning and damaged elements are to be carried out by appropriately qualified and experienced operatives.

Remediation Works

- Remediation works will include those works that may be required following organised events as well as informal activities. These works are in addition to the cleaning tasks as previously set out.
- Remediation works also include the making good of works carried out by third parties, such as utilities companies. Activities may include works to paving, service covers or drainage elements.

6.2 General Guidelines

Areas are to be maintained to achieve a high level of general cleanliness. Damage to any element of the works (to include paving, lighting, street furniture or other item) will be identified and replaced/ repaired in accordance with the specification.

Due regard is to be given to avoid damage to, or removal of, jointing to paving.

Due regard is to be given to avoid damage to surfaces being cleaned, contamination of the surface

water drainage system, and all associated health and safety measures for both cleaning operatives and the general public.

6.3 Trial Areas

Trials are required with all cleaning methods to test and evaluate effectiveness and possible damage. The trials are to be carried out on small, less prominent areas, to determine the effect of any procedure or chemicals, before treating a large area.

6.4 Maintenance Tasks (refer to frequency schedule at end of this section)

The following hard landscape maintenance tasks are to be carried out on a regular basis sufficient to maintain the park to a high standard.

- Regular cleaning, rubbish collection and graffiti removal is required to maintain a high quality environment.
- Removal of general dirt, detritus and weed growth. This is generally to be carried out by scrubbing with soap and water.
- Cleaning can be done either by hand or by using an industrial cleaner such as a 'ride-on scrubber' using water and mild detergent/ citrus cleaner. Neutral detergents only should be used as the use of strong alkaline detergents may damage surfaces.
- Soap must be thoroughly washed from the surface on completion of the cleaning and the resulting run off must be carefully channelled to either drainage or containers where it can be safely disposed of.
- Hot jettors or 'diamond pads' can be used to remove more difficult staining, oil, and tyre marks.

Acid Washing

- Light stains can often be removed by acid washing without markedly affecting the texture and appearance of the paving material.
- With deeper stains the degree of acid treatment that may be required to remove the stain, may in some cases result in an acid etched appearance.
- When using an acid cleaner, personal protective equipment (PPE) is to be worn by all operatives. Anything that might be affected by the acid, i.e. metals, recessed lights or planting, should be suitably protected.
- The procedure for cleaning is, firstly, to dampen the surface with clean water. This prevents the acid being sucked into the surface rather than reacting with the surface layer. The acid (typically 10% Hydrochloric acid) is then brushed over the affected area. The area is then washed clean of the acid using clean water. The run-off should be disposed of appropriately to avoid contamination to the surface water drainage system.
- Repeated applications may be required to remove deep stains.
- Where use of acid is inappropriate and soap ineffective, alternative treatment should be

investigated with the paving material supplier.

Use of Mechanical Sweepers on Paved Areas

- Equipment should be purpose designed and fit for purpose. Cleaning should be carried out in accordance with manufacturer's recommendations.
- Where possible, low ground pressure tyres should be fitted to reduce the risk of breaking or cracking the paving.
- Tyres should be inflated according to the manufacturers recommendations, again to ensure maximum weight distribution.
- Polypropylene brushes are to be used. Wire brushes are not permissible
- Sweeping brush pressures should be set to the minimum required to suit the particular task, i.e. surfaces swept regularly will require a lesser setting than those swept infrequently or those covered with heavy deposits.
- When sweeping, engine revolutions should be set at the minimum required to maintain vacuum (suction) pressure.
- The vacuum facility should not be used over areas of paving with sand joints until the joints have become stabilised (typically 6-12 months after laying) to material supplier's recommendation.

Removal of Adhesive Substances

- Cleaning of adhesive substances, such as chewing gum, is to be carried out on a regular basis
- Methods of cleaning can include use of hand held scrapers, jet washes, steam cleaners, laser treatment, freezing treatment or recognised technique that does not have a detrimental effect on the paving or public health.

Removal of Graffiti

- All graffiti is to be removed within 1 week of reported occurrence. The prompt removal is required to avoid degradation of the environment, repetition of occurrence and establishment of graffiti culture.
- Method of cleaning can include variety of cleaning materials and equipment as required.
- Due care in method and materials is to be taken to avoid damage to materials being cleaned or those adjacent or affected by the works.

Removal of litter and debris

- Removal of general litter and detritus is to be carried out on a regular basis BY LBHF.
- Methods of cleaning can include use of hand brooms and collection in mobile bins, hand-held and motorised sweepers.

Litter Bins

- Litter bins are to be emptied on a regular basis BY LBHF.
- Bin liners are to be removed taking due care to avoid spillage. Bins are to be left in a clean and tidy state with new liner installed.
- Any damage to litter bins, incidental or otherwise is to be identified.

Dog Fouling

- The cleaning of any dog fouling is to be carried out on a regular basis.
- Area of fouling is to be washed down and left in clean state.

Waste Disposal

- All litter, dog fouling, debris or other waste is to be taken off site to approved waste disposal facilities, or as agreed with LBHF.

The following schedule indicates the general frequency of the tasks outlined previously:

Item	Description	Requirement /Frequency					
		DAILY	WEEKLY	FORTNIGHTLY	MONTHLY	6 MONTHS	ANNUALLY
1.	Sweep Public Pathways	<input checked="" type="checkbox"/>					
2.	Wash down Public Pathways				<input checked="" type="checkbox"/>		
3.	Sweep all other paving		<input checked="" type="checkbox"/>				
4.	Wash all other paving					<input checked="" type="checkbox"/>	
5.	Emptying bins	<input checked="" type="checkbox"/>					
6.	Paving defect inspection / repair					<input checked="" type="checkbox"/>	
7.	Street furniture, fences & railings inspection / repair				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
8.	Wash down walls / vertical elements						<input checked="" type="checkbox"/>

6.5 Health and Safety

All appropriate measures should be undertaken with regards to health and safety.

A full method statement and risk report will be submitted covering all known activities that present a potential risk to materials, animals, operatives or the general public.

Some of the cleaning methods described involve the use of chemicals, which could be dangerous if not used correctly. It is important that any safety warnings issued by the chemical suppliers should be read carefully and strictly adhered to.

In general the following precautions should be taken:

- When using chemicals, PPE should be worn.
- Adequate ventilation is required in confined spaces when using chemicals.
- When using flammable materials items such as cigarettes, naked flames and other sources of ignition should be carefully controlled.
- When diluting acids, always add acid to water and not water to acid.
- Any clothing, which is contaminated with chemicals, should be disposed of safely.
- When using any chemicals care must be taken not to damage, contaminate or stain any adjoining material.
- Care must be taken to protect personnel operating in the area of the cleaning from any injury or hazard created by the cleaning.
- Care must be taken to protect the general public from any injury or hazard created by the maintenance and management operations. Appropriate signage should be used to warn the public that cleaning is in progress

7.0 SOFT LANDSCAPE MAINTENANCE

7.1 Soft Landscape Works

The maintenance and management of the scheme comprises the following:

- General overall monitoring.
- Maintenance and management of new and existing tree planting.
- Maintenance and management of shrub and other planting.
- Maintenance and management of lawns.
- Inspection tasks.

7.2 General Guidelines

The objective of the soft landscape maintenance is to achieve and maintain a scheme of high visual quality.

Best practice is to be employed at all times in regard to materials, products and workmanship.

Best horticultural practice is to be employed at all times in regard to works to living plant material.

Due regard is to be given to provide suitable protection against the following:

- Noise.
- Pollution.
- Nuisance.
- Damage to existing features / adjacent property.

Damage to any element of the works is to be identified and replaced/ reinstated.

7.3 Maintenance Tasks (refer to frequency schedule at end of this section)

The following soft landscape maintenance tasks are to be carried out on a **regular basis** sufficient to maintain the public open spaces to a high standard.

General Works

- Periodic inspections shall be carried out to monitor the establishment of new planting, the ongoing maintenance works and to identify damaged works.

Leaf removal

- Disposal of arisings
- removal of leaf litter and other debris.

Tree Works

- Establishment of new planting.
- Remediation works required in response to incidental or deliberate damage.
- Prevention of wound bleeding and disease transmission.
- Watering.
- Monitoring of guying systems.
- Cutting and pruning generally.
- Dead wooding.
- Crown reduction/shaping/lifting/thinning works.
- Removal and replacement.

Shrub, Hedge, Climbing Plants and Herbaceous Planting:

- Establishment of new planting.
- Remediation works required in response to incidental or deliberate damage.

- Watering.
- Soil aeration.
- Re-firming and reinstatement of planting.
- General pruning, dead heading, trimming and cutting back.
- General shaping.
- Weed control.
- Fertiliser application
- Mulching.

Lawn / Grass Areas

- Establishment of new lawn areas.
- Remediation works required in response to incidental or deliberate damage.
- Grass cutting and edging.
- Weed control.
- Top dressing.
- Soil aeration.
- Watering.
- Re-firming and reinstatement of planting.
- General pruning, trimming and cutting back.

Wildflower Meadow

- Establishment of meadow areas
- Remediation works required in response to incidental or deliberate damage
- Collection of trapped litter/ debris
- De-heading to promote new growth
- Re-firming and reinstatement of planting.
- General pruning, trimming and cutting back

The following schedule indicates the general frequency of the tasks outlined previously:

Item	Description	Requirement /Frequency					
		DAILY	WEEKLY	FORTNIGHTLY	MONTHLY	6 MONTHS	ANNUALLY
1.	Leaf Removal		<input checked="" type="checkbox"/>				
2.	Tree Works				<input checked="" type="checkbox"/>		
3.	Shrub/ Hedge pruning, trimming and shaping				<input checked="" type="checkbox"/>		
4.	Litter removal form planted beds, hedging, reed beds and swales				<input checked="" type="checkbox"/>		
5.	Lawn Mowing			<input checked="" type="checkbox"/>			
6.	Wildflower Meadow Mowing					<input checked="" type="checkbox"/>	
7.	General monitoring and replacement of damaged/ failed planting					<input checked="" type="checkbox"/>	
8.	Firming				<input checked="" type="checkbox"/>		
9.	Weeding			<input checked="" type="checkbox"/>			

7.4 Maintenance Operations

Weeding and mulching

Spot weeding of isolated areas of weed infestation may be undertaken during the establishment period using an approved translocated contact herbicide such as Glyphosate.

A layer of bark mulch should be applied once a year in late spring or autumn over the ornamental shrub beds to suppress weeds and retain moisture. Care should be taken to lift the stems of ground covering shrubs out of the mulch layer to avoid rotting and plant failure.

Firming/ Pruning

All shrubs shall be inspected at monthly intervals during the establishment period and any plants that have become loose due to wind or frost action shall be re-firmed. Any dead wood, snags or suckers shall also be removed. Generally pruning shall be directed at maintaining a neat appearance whilst respecting the natural habit and growth of the plant in question.

Replacement plant material

During October each year the maintenance Contractor shall provide a list of plant material for replacement, which shall include all plants, which are dead, dying, or in outwardly poor condition. Plants shall be replaced by those of the same species unless otherwise instructed. Plant material

shall be planted into existing prepared pits without the need for incorporation of ameliorants. Existing dead, dying of diseased plants will be removed. Existing stakes shall be retained for use with replacement plants and all ties, strapping and individual guards shall be removed/retained as necessary.

Replacement planting shall be undertaken at the following times of year:

Bare-root trees: Early November to late March
 Container grown trees: At any time of year if ground and weather conditions are favourable

Grass cutting

Lawn areas will be maintained at between 30-50mm throughout the year. Frequency of cuts may be 10-15 cuts per annum with the majority being undertaken during the spring/summer months. Clippings are to be collected and removed from site. Paving must be swept clean after cutting with all cuttings removed to tip off-site.

Meadow grass cutting

Cut at the end of May catching grass at maximum growth rate and again at the end of June and remove arisings.

Reinstatement of failed grass areas

All areas of failed grassland shall be reinstated using turf as specified in the original contract documentation. Ground cultivation prior to turfing shall also be as originally specified.

7.5 Health and Safety

The Main Contractor is responsible for ensuring all appropriate measures are undertaken with regard to health and safety.

A full method statement and risk report shall be submitted covering all known activities that present a potential risk to either plant material, ground conditions, materials, animals, operatives or the general public.

7.6 Project Records and Review

General

It is important that all maintenance activities, significant events, surveys and monitoring activities are recorded. These provide an effective database against which the effects of maintenance/management activities can be assessed.

The Landscape Contractor responsible for maintaining the site shall keep a record of the site visits and the maintenance operations that they have undertaken. The Landscape Contractor shall also record any significant events, i.e. fire, theft or vandalism of plant material or fencing.

Annual Review

The Landscape Contractor will prepare an annual report at the end of each year of maintenance that shall be made available to the Landscape Manager who is supervising the maintenance contract. The purpose of the report will be to ensure that the site is being managed in accordance with the approved management plan.

The plan will include a summary of the maintenance tasks undertaken during the course of the year together with an assessment by the Landscape Contractor of their perceived effects, be they positive or negative.

APPENDIX

• Landscape Construction Drawings

DRAWING NO	DESCRIPTION
4250-FBP-E001 A	Drawing Schedule & Notes
4250-FBP-E101 B	Location Plan
4250-FBP-E102 B	General Arrangement
4250-FBP-E103 A	Survey Base
4250-FBP-E201 A	Preliminary Works
4250-FBP-E202 B	Proposed Earthworks
4250-FBP-E301 B	Hard Landscape Key Plan
4250-FBP-E302 A	Fencing Layout
4250-FBP-E303 A	Proposed Existing Levels Plan
4250-FBP-E401 B	Planting Plan
4250-FBP-E501 B	Paving Details
4250-FBP-E502 A	Boundary Fence Details
4250-FBP-E503 A	Typical Low Hoop-top Fencing Detail
4250-FBP-E504 A	Soft Landscape Details
4250-FBP-E505 A	Seating Area Detail
4250-FBP-E506 A	Hard Landscape Entrance Plan
4250-FBP-E601 A	Illustrative Sections
4250-FBP-E602 A	Illustrative Sections
4250-FBP-SP01 B	Soft Landscape Specification
4250-FBP-SP02 C	Hard Landscape Specification

• Specialist Contractor's Drawings

DRAWING NO.	DESCRIPTION
LIGHTING	
K5/30091/E/ 6009 P4	Frank Banfield Park Proposed Lighting Scheme
FENCING	
F8860 Layout 4 D	Site Plan for Fence
F8860 Layout 5 C	Special Panel/Posts
CCTV	
AW1859	AW1859_v22 Column Specification
CHILDREN'S PLAY AREA	
3879	Frank Banfield Park Play Area

SCHEDULE 5

OPEN SPACES AND PUBLICLY ACCESSIBLE AREAS

1. SGCL shall pay the sum of FOUR HUNDRED THOUSAND POUNDS (£400,000) to the Council within 20 Working Days after the date of Practical Completion of Phase One as a first instalment of the Open Space Contribution PROVIDED ALWAYS that in the event that the Council and SGCL agree the relocation of the Playground to a location within or to be incorporated within Frank Banfield Park prior to the date of Practical Completion of Phase One then SGCL shall pay the said first instalment to the Council at such earlier date as is agreed between them to be used as a contribution towards the works to relocate the Playground within Frank Banfield Park
2. SGCL shall pay the sum of FOUR HUNDRED THOUSAND POUNDS (£400,000) to the Council within 20 Working Days after the date of Practical Completion of 50% of the Residential Units to be provided within the Development as the second and final instalment of the Open Space Contribution
3. Each of the two instalments of the Open Space Contribution shall be used by the Council (as soon as possible after that instalment has been paid to it) to carry out or procure the carrying out of works to improve public open spaces within a two mile (3.2km) radius of the Development
4. SGCL shall permit members of the public to have rights of access and egress through the Development and to pass and repass on foot or with a wheelchair or a perambulator along the Publicly Accessible Areas at all times after Practical Completion of the relevant Development Phase BUT FOR THE AVOIDANCE OF DOUBT the Publicly Accessible Areas shall not be dedicated or adopted as public highway and SGCL shall be entitled to:-
 - (a) prohibit access to the jetty other than for authorised users for boating purposes and in accordance with the terms and conditions in the Boat Club Scheme or as agreed with the operator of the Boat Club in the interests of public health and safety; and
 - (b) prohibit the public from using the other elements of the Publicly Accessible Areas on one day in each calendar year and also in the event of an emergency or the carrying out of construction or maintenance works or for such other reasons as may be agreed between SGCL and the Council

SCHEDULE 6

APPRENTICESHIPS AND LOCAL LABOUR SCHEME

1. The Council and SGCL shall use reasonable endeavours to work together following Commencement of Development to develop opportunities for training and employment of local people in relation to the construction and operation of the Development
2. SGCL covenants with the Council from the start of the tendering process for the first contract for any works associated with any part of the Development and throughout the period when the Development is under construction, to co-operate and work closely with the Council to encourage employment and on the job training to job-seeking residents of the Borough
3. SGCL covenant with the Council to use reasonable endeavours to ensure that at least five trainee placements and seven apprenticeships are provided during the course of the construction of the Development in any of the following trades but not limited to:
 - 3.1 carpentry and joinery;
 - 3.2 painting and decorating;
 - 3.3 plumbing;
 - 3.4 bricklaying;
 - 3.5 plastering; and
 - 3.6 electrical installationor relating to the operation of the Development
4. In each tender contract for the construction of the Development, SGCL covenants to require each contractor and its sub-contractors to use reasonable endeavours to:
 - 4.1 comply with clause 2 above
 - 4.2 recruit at least 15% per cent of the workforce employed on the construction of the Development from residents of the Borough
 - 4.3 employ each trainee on a contract of employment with provision for a reasonable release to college

SCHEDULE 7

TOWN CENTRE IMPROVEMENTS

1. The Council shall consult SGCL about the nature scope and extent of the Town Centre Improvement Projects to which it wishes to apply the Town Centre Improvement Contribution and shall take into account any comments suggestions or representations made by SGCL in relation thereto
2. The Council may at any time after the date of Commencement serve a Town Centre Design Fees Notice upon SGCL
3. SGCL shall pay the Town Centre Design Fees Contribution to the Council within 20 Working Days after receipt of the Town Centre Design Fees Notice
4. PROVIDED ALWAYS THAT the Council has complied with its obligations pursuant to Paragraph 1 of this Schedule 7 to this Deed then SGCL shall pay 50% of the Town Centre Improvements Contribution (less the Town Centre Design Fees Contribution) to the Council within ten Working Days after the date on which the 138 Residential Units in Phase One are In Occupation
5. PROVIDED ALWAYS THAT the Council has complied with its obligations pursuant to Paragraph 1 of this Schedule 7 to this Deed then SGCL shall pay the balance of the Town Centre Improvements Contribution to the Council within ten Working Days after 80% of the Residential Units are In Occupation

SCHEDULE 8

THAMES PATH AND RIVER WALL WORKS

1. Statutory Undertakers

- 1.1 Prior to the commencement of the Thames Path Works, SGCL shall give notice to each Statutory Undertaker for the time being as well as any statutory authorities/bodies associated with the River Thames of any apparatus laid in upon or under any public highway to which it is proposed to connect the Thames Path or laid in upon or under any part of the proposed Thames Path, of the proposal to carry out the Thames Path Works or to make such connection as if the Thames Path Works or connection were major highway works within the meaning of section 86 of the 1991 Act
- 1.2 Section 84 and 85 of the 1991 Act shall be construed as if references to the highway authority were references to SGCL who shall indemnify the Council in respect of the cost of any works or measures required by any Statutory Undertaker (which may include diversions or alteration to the Statutory Undertaker's plant and equipment) in consequence of the proposal to carry out the Thames Path Works or to make such connection
- 1.3 SGCL shall obtain all relevant approvals and consents from statutory bodies for the construction of the Thames Path Works including surface water discharges.

2. Access to the Thames Path Works

SGCL shall during the carrying out of the Thames Path Works give to the Engineer and any other officer of the Council (which shall include its agents or a nominee such as the Environment Agency) access to every part of the Thames Path Works for the purpose of inspecting them and all materials used or intended to be used in them subject always to the Engineer complying with SGCL's reasonable requirements and instructions in relation to health and safety matters provided always that the reasonableness of any such requirements by SGCL shall be determined taking into account the requirement of and duties of care resulting from sections 3 and 4 of the Health and Safety at Work Act 1974 as they apply to SGCL

3. Completion of the Thames Path Works and Repair of the River Wall

3.1 SGCL shall not permit any part of Phase One to be In Occupation until:-

- (a) the Thames Path Works; and
- (b) the River Wall Works

are Practically Complete in accordance with the drawings details of materials statement and programme approved by the Council pursuant to the Thames Path Consent and details approved for the River Wall Works by the Planning Permission

3.2 SGCL shall notify the Council on the date on which each of the Thames Path Works and the River Wall Works are Practically Complete by the service of the Certificate of Practical Completion

4. Thames Path Maintenance Period

4.1 For the period of 12 months after the date of the Certificate of Practical Completion of the Thames Path SGCL shall at its own expense maintain the Thames Path including all grassed and planted areas immediately adjacent to the Thames Path and associated lighting, street lighting and street furniture; and

4.2 SGCL shall not (except in cases of emergency or with the prior authorisation of the Council) stop up or in any way obstruct the Thames Path.

4.3 During the Maintenance Period after the date of the Certificate of Practical Completion SGCL shall:-

- (a) at its own expense reinstate and make good any defect or damage to the Thames Path which may have arisen from any cause whatsoever (including any defect in or damage to the road surface water system) of which SGCL has been notified in writing by the Engineer
- (b) provide the Council with evidence to show that (where necessary) drainage rights in respect of such parts of the surface water drainage system of the Thames Path that are situated outside the limits of the Thames Path have been obtained PROVIDED THAT the Council shall not be liable for the payment of compensation or legal or any other costs arising of the grant of such rights and execution of the necessary deeds

- 4.4 The Council shall inspect the Thames Path and if satisfied that it has been properly completed pursuant to the Thames Path Consent and that any defects or damage have been reinstated or made good pursuant to the requirements of Paragraph 4.3(a) of this Schedule 8 to this Deed the Council shall issue the Final Certificate
- 4.5 Upon the issue of the Final Certificate the Thames Path shall for its width of 6 metres from the River Wall into the Site (such area to be marked by a delineating feature set into the footpath to be approved in writing by the Council beforehand) forthwith become a highway maintainable at the public expense and be dedicated as such and the public shall have the right to pass and repass on foot, or with a cycle perambulator and wheelchair over and along the Thames Path

SCHEDULE 9

ON STREET PARKING & CAR CLUB

1. SGCL shall pay the Council the sums of
 - (a) THIRTY THOUSAND POUNDS (£30,000) (or such sum as is otherwise agreed between the Council and SGCL) upon 138 of the Residential Units in Phase One being In Occupation to enable the Council to carry out a review of controlled parking zones within the vicinity of the Site
 - (b) a further THIRTY THOUSAND POUNDS (£30,000) (or such sum as is otherwise agreed between the Council and SGCL) upon 80% of the Residential Units being In Occupation to enable the Council to carry out a further review of controlled parking zones within the vicinity of the Site
 - (c) in the event there is a surplus from either or both of the above payments, the Council shall notify SGCL of the amount of the Surplus and shall apply such surplus to the works to be carried out in relation to the Exterior Improvements Contribution at Schedule 10
2. In the event that the Council's survey results reasonably conclude that controlled parking zones within the vicinity of the Site require to be altered or extended then SGCL shall pay the CPZ Contribution (less the payments made under 1(a) and 1(b) above) to the Council for preliminary design and administrative work associated with applications for the appropriate statutory traffic orders required to alter or extend the controlled parking zones in the vicinity of the Site and for carrying out the CPZ Works and the Council shall use all reasonable endeavours to carry out or procure the carrying out of the works to alter or extend controlled parking zones in the vicinity of the Site at the earliest possible date after payment of the CPZ Contribution by SGCL
3. In the event no CPZ Works are to be carried out, the Council shall notify SGCL in writing and SGCL shall pay the CPZ Contribution (less the payments made under 1(a) and 1(b) above) to the Council to be used for the projects for the Exterior Improvements Contribution at Schedule 10 within 20 Working Days after receipt of the notification from the Council
4. SGCL shall prohibit the occupier of any Residential Unit within the Development from applying for an on-street parking permit in the London Borough of Hammersmith and

Fulham as a result of or from ownership or occupation of a Residential Unit within the Development

by the following means available to SGCL namely:-

4.1 ensuring that the written terms of the leases and tenancy agreements which are granted by SGCL according to which the Residential Units and are owned and occupied include a covenant in the following form or in such other form as shall be agreed between SGCL and the Council from time to time:-

“the Lessee shall be prohibited from applying for an on street parking permit within the London Borough of Hammersmith and Fulham as a result of or from ownership or occupation of the Property”;

4.2 using all reasonable endeavours to enforce the said covenant in such leases and tenancy agreements

5. An occupier of a Residential Unit shall not apply for an on street parking permit in the London Borough of Hammersmith and Fulham as a result of or from ownership or occupation of a Residential Unit within the Development

Car Club

6. SGCL shall
- (a) submit the Car Club Scheme to the Council before the Practical Completion of Phase One such scheme to provide details of how the Car Club Scheme is to be run by which organisation how it will be funded and a mechanism for review of the need for and arrangements for the future operation of the car club; and
 - (b) take into account any suggestions or representations made by the Council in relation to the Car Club Scheme; and
 - (c) implement the Car Club Scheme as soon as reasonably practicable following consideration of any representations made by the Council; and
 - (d) make three (3) of the Car Club Spaces available by the date Phase One is In Occupation, make a further 5 of the Car Club Spaces available by the date that the three hundred and fifty (350) Residential Units are In Occupation and to provide up to two further Car Club Spaces by the date on which 700 Residential Units are In Occupation

- (e) facilitate the operation of the Car Club Scheme to operate at the Development in perpetuity such spaces to be made available for such purpose on a 24 hour basis and throughout the year

SCHEDULE 10

IMPROVEMENTS TO THE ENVIRONMENT

1. SGCL shall not do otherwise than pay to the Council the Exterior Improvements Contribution as follows:
 - (a) SEVEN HUNDRED AND FIFTY THOUSAND POUNDS (£750,000) upon the date which is 6 months after the date of Commencement which the Council shall use as soon as reasonably practicable to carry out improvements to the Fulham Palace Road corridor
 - (b) TEN THOUSAND POUNDS (£10,000) upon the date of Commencement to enable the Council to monitor and approve the Thames Path Works
 - (c) before the 138th Residential Unit of Phase One is In Occupation
 - (i) TWO HUNDRED THOUSAND POUNDS (£200,000) to enable the Council to carry out works as soon as reasonably practicable to improve those parts of the Thames Path that link into the Thames Path Works
 - (ii) FIVE HUNDRED THOUSAND POUNDS (£500,000) to enable the Council to carry out works as soon as reasonably practicable to repave the footway and carriageway of Crisp Road and Queen Caroline Street to the junction with the Hammersmith Gyrotory to streetsmart standard
 - (iii) FIFTEEN THOUSAND POUNDS (£15,000) to enable the Council to consider and monitor the travel plan to be submitted pursuant to the Planning Permission
 - (d) before 50% of the Residential Units are In Occupation
 - (i) THREE HUNDRED THOUSAND POUNDS (£300,000) to enable the Council to review local traffic calming measures in the locality of the Site and to carry out such remedial works and environmental improvements (such as street furniture & etc) on Chancellors Road, Distillery Road, Winslow Road, Crisp Road and Queen Caroline Street as are required as soon as reasonably practicable
 - (ii) FOUR HUNDRED AND FIFTY THOUSAND POUNDS (£450,000) to enable the Council to review and improve attractors, walking and cycling signage and general accessibility improvements works as soon as reasonably practicable

(e) before 80% of the Residential Units are In Occupation SEVEN HUNDRED THOUSAND POUNDS (£700,000) to enable the Council to carry out the repaving of footways and the resurfacing of carriageways of Chancellors Road, Distillery Road and Winslow Road to streetsmart standard

(f) upon the earlier to occur of:-

a) the eighth anniversary of the date of this Deed; or

b) the provision of part of the Thames Tunnel within the Site as referred to in Schedule 16 to this Deed

THREE HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£325,000) to enable the Council to review update and improve all the works carried out pursuant to the payments received under (a) to (e) above

2. For the avoidance of doubt, the Council acknowledges that the Exterior Improvements Contribution has not been fully used in this Schedule and that the following payments have been allocated for use and expenditure from the Exterior Improvements Contribution elsewhere in this Deed:

(a) the CPZ Contribution;

(b) the Public Art Contribution; and

(c) the CCTV Contribution

SCHEDULE 11

BOAT CLUB

PART 1

1. SGCL shall within eighteen months after the date of Commencement submit the Boat Club Scheme to the Council and SGCL shall take into account any written representations made by the Council within 20 Working Days after the date on which the Boat Club Scheme is submitted to it.
2. SGCL shall use all reasonable endeavours to enter into an agreement with the Thames Regional Rowing Council or some other operator considered by both SGCL and the Council to have proven experience and competence recognised by an appropriate national or regional body responsible for water based sports in operating a facility such as the Boat Club Building within five years after the date of Commencement such agreement to be for:-
 - (a) a lease of a term of 25 years on commercial terms together with associated rights to use the jetty for boating purposes in accordance with the terms and conditions for use agreed with SGCL; and
 - (b) on the basis of the Boat Club Scheme or such other scheme for the specification for and/or construction operation or management of the Boat Club Building together with access for boating purposes for the Boat Club and other authorised users for boating purposes as shall be agreed with the operator having regard to the specific requirements agreed between SGCL and the said operator PROVIDED ALWAYS that SGCL shall not be obliged to expend more than (£3,000,000.00) THREE MILLION POUNDS Index Linked in relation to the construction operation or management of the Boat Club Building
3. In the event that SGCL has been unable to enter into an agreement with an operator pursuant to Paragraph 2 of this Schedule 11 to this Deed by the date which is three years after the date of Commencement then:-
 - (a) SGCL shall be at liberty to deal with the Boat Club Land at its sole discretion and the requirements of Paragraph 2 to this Schedule 11 shall no longer be binding upon SGCL or the Boat Club Land; and

(b) SGCL shall instead pay the Community Sports Contribution to the Council as a contribution towards the cost to the Council of providing other community sport and recreational facilities (the nature of which the Council shall consult and inform SGCL about) within the London Borough of Hammersmith and Fulham in two equal instalments on:-

- (i) the date which is 20 Working Days after the third anniversary of the date of Commencement; and
- (ii) the date which is the fifth anniversary of the date of Commencement

PART 2

BOAT CLUB SPECIFICATION

FULHAM REACH

PRELIMINARY BOAT CLUB SPECIFICATION

ROOM	FINISHES				ADDITIONAL FURNITURE / SANITARYWARE
	WALL (PRIMARY)	WALL FEATURE	FLOOR	CEILING	
RECEPTION	Travertine Effect Wall Tile	Textured Vinyl Wall Covering	Slate Effect Floor Tile	Plasterboard painted Emulsion Paint	
GYMNASIUM	Textured Vinyl Wall Covering	Mirrored Wall (Floor to Ceiling)	Timber Look Vinyl Sports Floor	Plasterboard painted Emulsion Paint	Equipment to be confirmed
CLUB ROOM	Textured Vinyl Wall Covering		Slate Effect Floor Tile	Plasterboard painted Emulsion Paint	Fitted kitchen including sink, fridge and cooking facilities
MALE CHANGE	Travertine Effect Wall Tile	Mosaic Wall Tile Brown to shower wall	Slate Effect Floor Tile	Specialist Paint covering	WC x 2 Basin/vanity x 2 Shower x 2 Changing Bench Range of lockers
FEMALE CHANGE	Travertine Effect Wall Tile	Mosaic Wall Tile Brown to shower wall	Slate Effect Floor Tile	Specialist Paint covering	WC x 2 Basin/vanity x 2 Shower x 2 Changing Bench Range of lockers
DISABLED SHOWER/WC	Travertine Effect Wall Tile	Mosaic Wall Tile Brown to shower wall	Slate Effect Floor Tile	Specialist Paint covering	Full wheelchair compliant sanitaryware and shower facility
BOAT ROOM	Painted Finish		Specialist Paint Covering	Specialist Paint covering	Wall rack storage for 4x single, 4x double, 4x 8 oar skiff, 4x quad, oars Maintenance Bench

SCHEDULE 12

HEALTHCARE CONTRIBUTIONS

SGCL shall not permit nor enable more than 50% of the Residential Units within the Development to be In Occupation unless and until SGCL has paid the Healthcare Contribution to the Council which the Council shall then pay to PCT with such legal documentation that is appropriate to ensure that the Healthcare Contribution is used for the purposes of additional healthcare facilities and services within a 2 mile (3.2km) radius of the Development

SCHEDULE 13

RIVERSIDE STUDIOS

In the event that Riverside Studios requires to relocate from its existing premises in the vicinity of the Site within the period of seven years after the date on which the Planning Permission is granted SGCL shall use reasonable endeavours to agree commercial terms (including a market rate rent) on which Riverside Studios can occupy premises within the Site AND FOR THE AVOIDANCE OF DOUBT SGCL shall not be obliged to let premises within the Development to Riverside Studios otherwise than on commercial terms including but not limited to a market rent.

SCHEDULE 14

DISTILLERY CENTRE

1. SGCL is to purchase the Distillery Centre from the Council at open market value on the basis of Class C3 residential use
2. SGCL and the Council hereby agree and acknowledge that :-
 - 2.1 the existing Distillery Centre building has planning permission for use within the D1 use class;
 - 2.2 SGCL intends to bring the building back into some form of Community Use and other possible use within use class D1 so as to provide a community resource which will be available to the community including residents of the Development;
 - 2.3 the difference in value between use of the building for use class C3 residential use and making the Distillery Centre available for community and use class D1 use is an effective subsidy by SGCL of the sum of TWO MILLION TWO HUNDRED AND FIFTY THOUSAND POUNDS (£2,250,000).
 - 2.4 From the date on which SGCL becomes the freehold proprietor of the Distillery Centre the use of the Distillery Centre shall be restricted to Community Use which restriction shall continue in the event planning permission is granted for another use until such time as this paragraph is either:-
 - (a) varied by the Parties; or
 - (b) the Secretary of State on appeal declares it to be unnecessary or that it is not required in relation to the grant of planning permission for that other use

PROVIDED ALWAYS that in the event that planning permission is granted for another use and either of paragraphs (a) or (b) apply then SGCL shall:-

- i) obtain a valuation of the Distillery Centre on the basis of its permitted new use at Open Market Value free of the restriction to Community Use from an independent RICS qualified and suitably experienced surveyor and jointly appointed by SGCL and the Council acting equally for each Party but at SGCL's expense; and
- ii) pay the Community Use Contribution to the Council within 20 Working Days after the amount of that contribution has been calculated and agreed by the Parties

3. SGCL shall also make space available within the Distillery Centre for use by residents of the Development and the wider community at a reasonable charge at dates and times to be determined with regard to:

- (a) the demand for the use of the community areas within the Distillery Centre;
- (b) the practicalities of managing the community areas within the Distillery Centre

PROVIDED THAT SGCL shall submit to the Council the proposed charges opening hours and community areas to be made available for use by members of the public and afford the Council reasonable opportunity to comment thereon and consider the Council's comments within 28 days from the date the proposed charges are made available to the Council

4. Bookings for the use of the community areas within the Distillery Centre shall be allocated on a "first come first served" basis provided that where two or more users wish to book at the same time the allocation of bookings shall be determined with reference to the number of hours and the distribution of those hours already booked by the user and the practicalities of managing the community areas within the Distillery Centre;

5. SGCL shall advertise details of the availability of and charges for the use of the community areas within the Distillery Centre outside the ground level entrance to the Distillery Centre and at public libraries within the vicinity of the Site

6. Each year commencing on the first anniversary of the date on which the community areas within the Distillery Centre are first made available for use by residents of the Development and the wider community SGCL shall provide an annual report to the Director of Environment setting out the previous year's usage of the community areas within the Distillery Centre PROVIDED ALWAYS that in the event that there is no demand for use of the community areas by members of the public for a period of 18 months then SGCL shall not be required to continue to make the community areas available for such use and in the event this occurs SGCL shall discuss with the Council the appropriate alternative use for the community areas within the Distillery Centre.

SCHEDULE 15

CCTV

SGCL shall not do otherwise than:

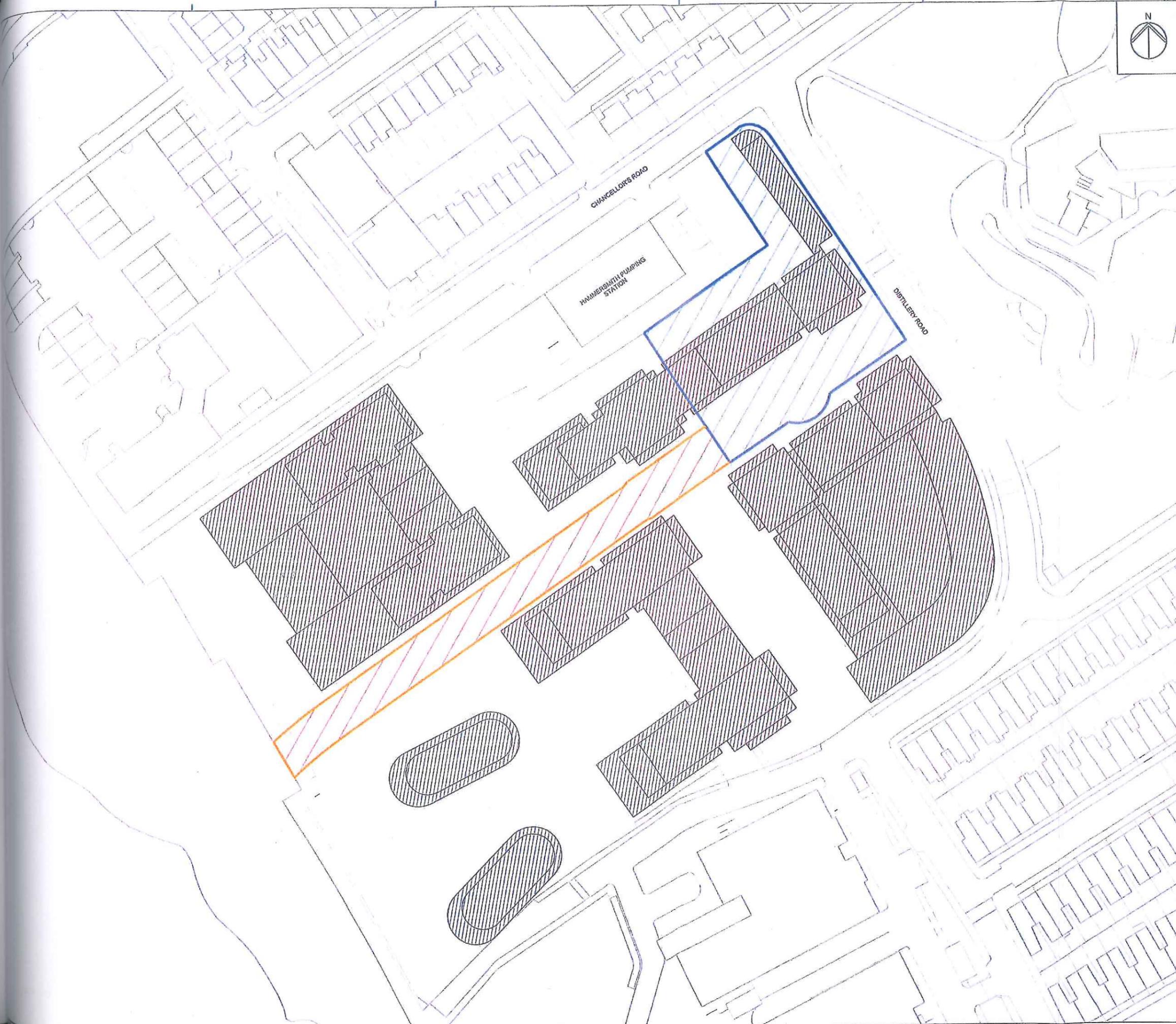
- (a) Notify the Council in writing a calendar month in advance that the first use of the Publicly Accessible Areas by the public is to occur and provide details of its proposals for its provision of security cameras and the closed circuit television system over the Publicly Accessible Areas
- (b) Ensure its closed circuit television system is compatible with the Council's own closed circuit television system and central control room
- (c) Pay to the Council the CCTV Contribution on the date which is three calendar months before SGCL's closed circuit television system is expected to be fully operational over the Publicly Accessible Areas, which sum the Council agrees to use solely for linking its own closed circuit television system into that of SGCL at the Publicly Accessible Areas and Frank Banfield Park and if there is any surplus this shall be used to add or improve the Council's closed circuit television system within the vicinity of the Site
- (d) Provide the CCTV Linkage ensuring that the Council is able to take control of any security cameras operating over the Publicly Accessible Areas and Frank Banfield Park when needed to link in with work being carried out via the Council's own system; such control to be subject to a reasonable protocol to be agreed by SGCL and the Council

SCHEDULE 16

THAMES TUNNEL

SGCL shall not carry out that part of the Development within the areas of the Site shown hatched blue and hatched red on plan no. 100-DA-PRO-PHF2X-143305-AB.1 appended to this Deed to the extent referred to in the key to the said plan PROVIDED ALWAYS that in the event that either:-

- (a) Thames Water has not obtained the requisite permission consent or order for the Thames Tunnel on the Site within five years after the date of this Deed; or
- (b) SGCL and Thames Water have entered into an agreement relating to the provision of the Thames Tunnel on the Site then this obligation shall forthwith cease to have effect.



DO NOT SCALE - IF IN DOUBT ASK

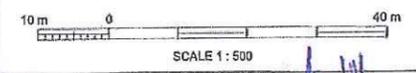
Series: WORK IN PROGRESS



MAPPING REPRODUCED BY PERMISSION OF ORDNANCE SURVEY ON BEHALF OF HMSO. © CROWN COPYRIGHT AND DATABASE RIGHT 2011. ALL RIGHTS RESERVED ORDNANCE SURVEY LICENCE NUMBER 100019345

COORDINATES ARE TO ORDNANCE SURVEY DATUM OSG836, ALL LEVELS ARE IN METRES AND RELATE TO ORDNANCE DATUM NEWLYN.

- KEY:
- BELOW GROUND S106 PROTECTION ZONE BELOW -19m AOD SUBJECT TO MAXIMUM WORKING LOAD OF 675 kN PER PILE
 - ABOVE AND BELOW GROUND S106 PROTECTION ZONE



Rev	Description	Author	App'd	Date
AB.1	ZONE AMENDED	JMAB	JHAM	16/12/2011
AA	FIRST ISSUE	JMAB	JHAM	22/09/2011

Thames Water Utilities
 Thames Tunnel
 Creating a cleaner, healthier River Thames

Location Code: N/A	US Reference: TQ2378	Security Reference: UBR	Drawn By: HMC
Project Group: LONDON TIDEWAY TUNNELS	Sub Project: WASTE	Contract Name: THAMES TUNNEL	
Location / Time: HAMMERSMITH & FULHAM - CS04X - HAMMERSMITH PS	Drawing Title: FOR INFORMATION		
Site Name: PHF2X - HAMMERSMITH PS	Drawing Title: FULHAM REACH SECTION 106 PROTECTION ZONE PLAN		
Drawing No: 100-DA-PRO-PHF2X-143305	Scale: 1:500	Sheet Size: A1	Rev: AB.1

SCHEDULE 17

PUBLIC ART

1. SGCL shall within 20 Working Days after the date of Practical Completion of 50% of the Residential Units submit the Public Art Strategy to the Council for its approval
2. Once the Public Art Strategy has been agreed in writing by the Council SGCL shall commission and install the work(s) of Public Art by the date on which 80% of the Residential Units are In Occupation PROVIDED ALWAYS that SGSL shall not be obliged to spend more than FIFTY THOUSAND POUNDS (£50,000.00) in total in implementing the Public Art Strategy

SCHEDULE 18

MARKETING OF WHEELCHAIR UNITS

SGCL will use reasonable endeavours to ensure that the Wheelchair Units are marketed to as wide an audience as possible at all stages of marketing the Residential Units by:-

- (a) including in brochures which units are wheelchair adaptable
- (b) writing to relevant organisations informing them of the Wheelchair Units, when they will be available for sale and sales consultant details
- (c) advertising in national and local media as appropriate
- (d) submitting to the Council details of the marketing undertaken pursuant to paragraphs (a)-(c) above supported by such evidence as the Council may reasonably require such information to include the date of first advertisement and first website posting of each Wheelchair Unit

SCHEDULE 19

DRAFT LETTER OF RELEASE

[SGCL Limited and St George Plc
St George House
76 Crown Road
Twickenham
Middlesex
TW1 3EU]

Dear Sir

We acknowledge receipt of your letter of [•] stating that the planning obligations (imposed upon SGCL in the Deed of Agreement pursuant to s106 of the Planning Act 1990 made between SGCL and this Council) which are specified in the Schedule below have been fulfilled.

Schedule

[Specify released obligations]

Having considered the evidence you have submitted we agree that the planning obligations referred to in the Schedule above have been fulfilled and hereby release SGCL the Guarantor and the Site from any further liability in respect of those planning obligations.

Yours faithfully

For and on behalf of the Council being duly authorised to do so

Executed as a deed by

ST GEORGE)

CENTRAL LONDON LIMITED)

acting by a director and its secretary)

or two directors)

Director

Secretary/Director

Executed as a deed by

ST GEORGE PLC)

acting by a director and its secretary)

or two directors)

Director

Secretary/Director

THE COMMON SEAL of **THE MAYOR**)

AND BURGESSES OF THE LONDON)

BOROUGH OF HAMMERSMITH)

AND FULHAM was affixed)

Authorized Officer

Seal Register No.



Seal Register No. 13/ 664

Russell Alex

From: Bob.Capstick@rbkc.gov.uk
Sent: 23 December 2011 09:43
To: Russell Alex
Cc: Kaye Jason; kcooksley@wslaw.co.uk
Subject: Fulham Reach s106

Importance: High

Morning Alex.

Thanks for making the alterations to the definition of "Exterior Improvements Contribution" yesterday. I would be grateful if you could print off three copies of this e-mail and put a copy into each part of the 106 by the attestation section ... just so it is clear why the amendment has been made.

Thank you,

Bob Capstick
Legal Services
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
LONDON W8 7NX

DX: 84015 KENSINGTON HIGH ST 2
Tel: 020 7361 2184

From: Craig Carson [mailto:Craig.Carson@stgeorgecl.com]
Sent: 22 December 2011 16:46
To: Capstick, Bob: CP-Legal
Cc: Gorst, Jonathan: H&F; Russell, Alex: H&F; 'Karen Cooksley'; Pallace, Nigel: H&F; Kaye, Jason: H&F
Subject: Fulham Reach
Importance: High

Dear Bob,

Karen and I have spoken following your conversation with her. I understand the issue is with the total amount which should be stated in the definition of the Exterior Improvement Contribution.

Having discussed it further with Karen we believe you are correct and the definition should refer to the total pot of £3.5m and not £3.25m as we had changed in manuscript.

The drafting in paragraph 2 of Schedule 10 accounts for the dedication of the other contributions from this sum to pay for the specific items including CCTV, CPZ and Public Art contributions.

I confirm that either Jon Gorst or Alex Russell is authorised to make the necessary manuscript alterations and to sign that on our behalf.

I trust that this enables the Agreement to be completed.

Kind regards

Craig Carson MRTPI
Land Director



St George Central London Limited
St George House | 17 - 19 Imperial Road | Fulham | SW6 2AN
Telephone. 020 74714444 | Fax. 020 74714440