

Obligation Summary	Obligation	Requirement	Trigger	Riverside or MA Action	Estimated Trigger Date	Obligation Discharged
Notifications	Notification	Notify the Council and the Leaseholder of commencement of the development	No less than 7 days prior to commencement	MA	Mar-15	Mar-15
	Notification	Notify the Council and the Leaseholder of occupation of the development	No less than 7 days prior to commencement	MA	Feb-17	
	Notification	Notify the Council of the postal address of dwellings	No less than 14 days after the postal address has been established	MA		Council Notified
	Notification	Notify the Council when the Riverside Studios Sum has been paid to the Leaseholder	No less than 14 days after date of payment	MA	Mar-16	Mar-16
	Notification	Notify the Council on completion of the riverside walkway	On completion of the riverside walkway	MA	TBC	
Confirmatory Deed (Sch 1 clauses 1.3 and 1.4)	Enter into Confirmatory Deed	Enter into the Confirmatory Deed in relation to the Development	Within 20 Working Days of the date on which the Owner (or its nominee) acquires the Council's freehold interest in the Site. Development is not to be commenced until the confirmatory deed has been entered into.	MA	Nov-14	Nov-14
Travel Plans	Riverside Studios Travel Plan	Submit Riverside Travel Plan to the Council for approval. Not to Occupy Riverside Studios until plan is approved in writing by the Council. Implement and operate the approved travel plan from the date of approval.	Approved prior to occupation of riverside studios	RST	RST TBC	
	Residential Travel Plan	Submit residential Travel Plan to the Council for approval. Not to Occupy any Dwelling until plan is approved in writing by the Council. Implement and operate the approved travel plan from the date of approval.	Approved prior to occupation of the residential	MA	Feb-17	
	Riverside Travel Plan Review	Submit details of the review of the Riverside Travel Plan to the Council (within 7 days of completion of the review) and implement necessary and reasonable changes suggested by the Council as a result of the review.	On the 1st, 3rd, 5th anniversary of first occupation of the development	RST	RST TBC	
	Residential Travel Plan Review	Submit details of the review of the residential Travel Plan to the Council for approval (within 7 days of completion of the review) and implement necessary and reasonable changes suggested by the Council as a result of the review.	On the 1st, 3rd, 5th anniversary of first occupation of the development	MA	Feb-17	
Cleaning of the Draw Dock (Sch 2 clause 1.1.2)	Cleaning of the Draw Dock	To clean or procure the cleaning (which shall comprise the removal of debris and litter) of the Draw Dock	On a fortnightly basis following first Occupation of the Development	MA	Feb-17	
Parking Permits	Permit Free	Residents are restricted from applying for on-street parking permits and the Dwellings shall not be occupied by the holder of a parking permit. This is to be included within any lease, tenancy agreement or marketing. Should the Owner become aware that an occupier has applied for a Parking permit (other than an occupier who is a Blue Badge Holder) the Council's Head of Development Management must be notified in writing immediately.		MA	Oct-14	Sep-14
Servicing and Deliveries Plan	Riverside Servicing and Deliveries Plan	Submit Riverside servicing and deliveries plan to the Council for approval (details of what to include are within Part 1 P29). If the residential servicing and deliveries plan is submitted prior to the riverside servicing and deliveries plan then the leaseholder must provide a draft Riverside servicing and deliveries plan to assist the Council in its consideration. No Occupation of Riverside Studios until Riverside Servicing and Deliveries Plan is approved by the Council in writing.	Approved prior to occupation of riverside studios	RST	RST TBC	
	Residential Servicing and Deliveries Plan	Submit residential servicing and deliveries plan to the Council for approval (details of what to include are within Part 2 P31). If the Riverside servicing and deliveries plan is submitted prior to the residential servicing and deliveries plan then the leaseholder must provide a draft residential servicing and deliveries plan to assist the Council in its consideration. No Occupation of Dwellings until Residential Servicing and Deliveries Plan is approved by the Council in writing.	Approved prior to occupation of the residential	MA	Feb-17	
	Residential Servicing and Deliveries Plan	Implement the approved Residential Servicing and Deliveries Plan	On Occupation of the Residential Floorspace	MA	Feb-17	
	Riverside Servicing and Deliveries Plan Review	Review the servicing and deliveries plan annually and submit details to the Council for approval for a period of 5 years from first occupation of Riverside Studios	Within 7 days of the review being carried out	RST	RST TBC	
	Residential Servicing and Deliveries Plan Review	Review the servicing and deliveries plan annually and submit details to the Council for approval for a period of 5 years from first occupation of residential floorspace	Within 7 days of the review being carried out	MA	ONGOING	

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	17 Wheelchair units	Wheelchair Units to be constructed and designed to allow to be accessible or easily adaptable to residents who are wheelchair users.	Prior to occupation of the residential	MA	No submission required	No submission required
Wheelchair Units	Wheelchair unit marketing	Market the Wheelchair Units to wheelchair users for a period commencing no later than the date being two months from the Commencement of Development of the Dwellings for the Marketing Period (6 months) provided that in the event that agreements for the sale or lease of any of Dwellings have not been exchanged by the end of the Marketing Period then the Marketing Period shall be extended to a date being the earlier of the date agreements for sale or lease have been exchanged for all Dwellings and the date 45 (forty five) days prior to Practical Completion of the last Dwelling. If during the Marketing Period more than eight potential purchasers express interest in purchasing a Dwelling which is a Wheelchair Unit then the Owner shall use reasonable endeavours to provide a number of additional wheelchair units equal to that for which disability facilities grant is available from the Council or from any other source AND FOR THE AVOIDANCE the Owner shall not be obliged contribute towards the adaptation of any additional wheelchair units.	No later than two months from the Commencement of Development of the Dwellings	MA	Oct-14	Obligation discharged LBHF letter dated 1st Dec 2014. Marketing demonstrated via 'Accessible Property Website' and dedicated wheelchair housing brochure.
	Wheelchair unit marketing	Submit to the Head of Development Management details of the marketing undertaken (with such evidence as the Council requires) including date of first advertisement and website posting of each Wheelchair Unit, date of release of any unit not allocated to a wheelchair user and date of offer on released unit.	No trigger	MA	ONGOING	
	Wheelchair unit resale	Prior to the resale of any of the Wheelchair Units, the Owner will ensure that all marketing materials advertising the sale of the respective Wheelchair Unit state that the respective Wheelchair Unit is wheelchair accessible.	Prior to the resale of wheelchair units - Ongoing	MA	ONGOING	
	Wheelchair unit - retention of design	Irrespective of whether they are disposed of for use by wheelchair owners, the Wheelchair Units shall permanently retain their internal walls/corridors (as designed for wheelchair accessibility / adaptability).	Ongoing	MA	ONGOING	
Car Park Management Plan	Car Park Management Plan	Submit the car park management plan to the Council for approval (from occupation) and submit details of each review to the Council within 7 days of completion of the review. To implement and operate the Car Management Plan from the date that it is approved for the lifetime of the Development (including any reasonable and necessary changes to improve the plan as suggested by the Council following a review). Not to Occupy any of the Development until Car Park Management Plan approved by the Council in writing. Car Park Management Plan to incorporate 'the fact that all Dwellings with only one bedroom should not be permitted to park on the Site'.	Prior to occupation of the development , and then for the lifetime of the development	MA	Submitted under Planning Condition	

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Riverside Walkway	Riverside Walkway	Riverside Walkway Works to be completed (see appendix 3) and the Riverside Walkway opened and made available for pedestrian and cyclist use by the public to pass and re-pass through the Riverside Walkway without hindrance or interruption and thereafter to make it available for the same use and the Council has issued the Riverside Walkway Certificate of Substantial Completion.	Prior to occupation of the development	MA	Feb-17	
	Riverside Walkway Details	Submit to the Director of Transport and Highways for approval: - a full set of drawings detailing the Riverside Walkway Works; - details of materials proposed to be used in constructing the Riverside Walkway Works, including, if required by the Director of Transport and Highways the provision of material samples; - a statement detailing: - proposed sequence of the Riverside Walkway Works; and - methods to be used in constructing the Riverside Walkway Works (method statement); and - a programme of works - Details of the contractors proposed to be employed to carry out the works (and must obtain the Council's written approval that demonstrating they are suitably experience and competent) - Estimate of likely construction costs of the riverside walkway works (5% of which shall be paid to the Council before the Riverside Walkway Works are commenced to be able to review the design)	Prior to commencement of the riverside walkway (NOTE: commencement of work on the Riverside Walkway does not trigger Commencement of Development for the remainder of the Agreement)		S38 Application issued to Highways May 2016	
	Riverside Walkway - supervision fee	if the actual cost of the supervision works is greater than the 5% paid (referred to above), then the difference shall be paid to the Council.	Within 28 days of demand and in any event before issue of the Final Certificate		Estimate issued to Highways April 2016	Awaiting proposed 5% fee amount from Highways
	Riverside Walkway Consents	agency etc.) including surface water discharges; and submit to the Council and obtain its written approval of a method statement for alternate pedestrian and cyclist access to the river during the construction period of the Riverside Walkway Works and thereafter the Owner shall implement such approved method statement on commencement of the Riverside Walkway Works.	Prior to commencement of the riverside walkway			
	Riverside Walkway Insurance	Procure the provision (by the contractor) of an insurance policy with an insurance company approved by the Council's Executive Director of Finance to cover public liability in the sum of not less than £5,000,000.00 (five million pounds) and employers liability of not less than £10,000,000 (ten million pounds). The owner shall ensure that the interest of the Council is endorsed by letter with reference to the insurance policy.	Prior to commencement of the riverside walkway (including site preparation and the construction of enclosures or introduction of any plant or equipment on site or on access roads leading to the Site)			
	Riverside Walkway Surety Covenant	Procure a surety covenant in favour of the Council from one of the following four clearing banks namely Barclays Bank PLC, National Westminster PLC, Lloyds Bank PLC or HSBC PLC such surety covenant to be substantially in the same form as the draft set out in the Appendix 4 and such sum in 1.1.2 therein shall be the same as the Riverside Walkway Estimated Cost.	Prior to commencement of the riverside walkway			
	Riverside Walkway Supervision	The Owner shall give the Council access to every party of the Riverside Walkway Works for the purpose of inspecting them and all materials used or intended to be used.	During the carrying out of the Riverside Walkway Works			
	Riverside Walkway Statutory Undertakers	The Owner shall procure that notice is given to each person, company, board or authority being the 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 highway to which it is proposed to connect the Riverside Walkway or laid in upon or under any part of the proposed Riverside Walkway of the proposal to carry out the Riverside Walkway Works or to make sure connection as if the Riverside Walkway Works or connection were a major highway works within the meaning of section 86 of the New Roads and Street Works Act 1991.	During the carrying out of the Riverside Walkway Works			
	Riverside Walkway Notification of completion	To give the Director of Transport and Highways written notice of its completion	Following completion of the Riverside Walkway			
	Riverside Walkway obstructions	Unless otherwise agreed, no barrier or other structure shall be erected at the boundaries or anywhere within the Riverside Walkway which runs within the Site so as to obstruct the free and uninterrupted passage of the public	From the date of issue of the Riverside Walkway Certificate of Substantial Completion			
	Riverside Walkway Maintenance	Repair and carry out other necessary works to the river wall adjacent to the Riverside Walkway and to paint all existing buildings and hoardings fronting the Riverside Walkway up to a height of 3 (three) metres with anti-graffiti paint. In addition, at all times up to and following the issue of the Riverside Walkway Final Certificate, the Owner shall ensure that the riverwall and the subsoil and other areas beneath the surface of the Riverside Walkway are maintained in good condition and to the satisfaction of the Council (subject to the Owner having all necessary rights/powers to be able to do so).	Within 6 (six) months of the date of Commencement of Development and thereafter to maintain the said wall in a good state of repair and condition.			
	Riverside Walkway Maintenance	to maintain the Riverside Walkway during the Maintenance Period and up until the Riverside Walkway Final Certificate has been issued for the Riverside Walkway at the owners own expense including all grassed and planted areas and associated lighting and street furniture and to reinstate and make good any defect or damage which may have arisen during the Maintenance Period or may have been notified in writing by the Director of Transport and Highways. At the end of the Maintenance Period a certificate of final completion of each part must be applied for. Before the final certificate of completion can be issued, the Owner must 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 Riverside Walkway as are situated outside the limits of the Riverside Walkway have been obtained.	Following the issue of the Riverside Walkway Certificate of Substantial Completion			
	Riverside Walkway - final certificate	To apply for a certificate of final completion.	At the end of the maintenance period.			
	Riverside Walkway Dedication	The Owner shall immediately dedicate the Riverside Walkway as highway maintainable at public expense, but this will not include any part of the river wall.	Following the issue of the Riverside Walkway Final Certificate			

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Community Uses Strategy	Community Use Strategy	<p>Leasholder to work with the Council and submit a Community Uses Strategy for approval. This is to include:</p> <ul style="list-style-type: none"> - the catchment area in respect of which free and/or discounted tickets may be made available to Eligible Users; -the list of Eligible Users in the catchment area; -the numbers of free and/or discounted tickets to be made available for distribution to Eligible Users in accordance with the Riverside Community Uses Strategy on an annual basis following first Occupation of the Riverside Studios; - the basis upon and timescales within which free and/or discounted tickets will be made available to Eligible Users; and - details of how the Leaseholder will engage with Eligible Users and work together with the Council to maximise the potential for delivering community and/or educational benefits at the Riverside Studios having regard to the principles and objectives set out in the Memorandum of Understanding (see appendix 5). <p>The Riverside Studios to be operated in accordance with the Riverside Community Uses Strategy and the Memorandum of Understanding for so long as the Riverside Studios is Occupied by the Leaseholder (subsequent occupiers to collaborate with the Council re: the Alternative Community Uses Strategy).</p>	At least 6 months prior to occupation of riverside studios	RST	RST TBC	
	Community Use Strategy Review	The Leaseholder and the Council will review the Riverside Community Uses Strategy and the Memorandum of Understanding. Implement any reasonable and necessary changes suggested by the Council as a result of the review.	Annually from the first date of occupation of riverside studios for five years following first occupation of the development.	RST	RST TBC	
Employment and Business Support	Notification	Notify the Head of Economic Development of the intended timetable and programme for the construction and fit out of the Residential Floorspace and discuss the likely employment projections and the skill categories and levels required for employees.	As soon as reasonably practicable and in any event not less than 12 months prior to commencement. (This is to be implemented throughout the duration of the development). (NOTE: Commencement is defined for the purposes of schedule 12 as including demolition and/or site clearance)	MA	Sep-14	submitted sept 14
	Jobs Brokerage and Skills Training Scheme	Submit a draft of the Interim Jobs Brokerage and Skills Training Scheme. This shall include the items set out in schedule 12. Reasonable endeavours to be used to agree the Interim Jobs Brokerage and Skills Training Scheme no later than 6 months after the Owner and Developer's first submission of the draft Interim Jobs Brokerage and Skills Training Scheme to the Council.	As soon as reasonably practicable and in any event not less than 12 months prior to commencement. Not to commence the development of the Residential Floorspace until this is approved. (NOTE: Commencement is defined for the purposes of schedule 12 as including demolition and/or site clearance)	MA	Sep-14	submitted sept 14
	Revised Interim Jobs Brokerage and Skills Training Scheme	If the Council provide any comments on the draft interim Jobs Brokerage and Skills Training Scheme the developer shall submit a revised Interim Jobs Brokerage and Skills Training Scheme to the Council having regard to any comments received from the Council	within 10 Working Days of receipt of the Council's comments	MA		
	Approval of the Interim Jobs Brokerage and Skills Training Scheme	following receipt of the Council's approval of the draft Interim Jobs Brokerage and Skills Training Scheme the developer will (1) agree the Council's comments and amendmetns and submit a revised Interim Jobs Brokerage and Skills Training Scheme in accordance with them, or (2) notify the Council that there is a dispute over elements of the revised draft Interim Jobs Brokerage and Skills Training Scheme and that this shall be subject to Dispute Resolution in accordance with the dispute resolution mechanisms.	within 5 Working Days of receipt of the Council's approval.	MA		
	Operation (Sch 12, clause 2)	Implement and operate the approved Interim Jobs Brokerage and Skills Training Scheme and ensure contractors working at the Residential Floorspace assist in the implementation of the Interim Jobs Brokerage and Skills Training Scheme and take steps to aim to ensure that during the life of the construction and fit out of the Residential Floorspace construction jobs in the Development of the Residential Floorspace shall be first offered on an Apprenticeship or Traineeship basis.	For the duration of the construction and fitting out stage of the Residential Floorspace unless otherwise agreed by the Council	MA		
	Review	Review, and submit details of each review within 7 working days of completion, of the Interim Jobs Brokerage and Skills Training Scheme in partnership with the Council. Implement and operate any reasonable changes the Council and Owner and the Developer consider reasonably necessary and appropriate.	on each anniversary of the first approval	MA	ONGOING	