

DATED

2021

ROYAL BOROUGH OF GREENWICH

-and-

UNIVERSITY OF GREENWICH

DEED OF PLANNING OBLIGATION

under Section 106 of the Town and Country Planning Act 1990

Re: Land located at Greenwich University, Mansion Site, Reinickendorf Avenue, Eltham, SE9 2PQ

Legal Services
Royal Borough of Greenwich
4th Floor, The Woolwich Centre
35 Wellington Street
Woolwich
London
SE18 6HQ

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THIS DEED is made on

2021

PARTIES

- (1) **ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street Woolwich, London SE18 6PW ("the Council") which expression shall include any successor local planning authority exercising planning powers under the Act)
- (2) **UNIVERSITY OF GREENWICH** of Old Royal Navy College, Park Row, Greenwich, London SE10 9LS ("the Owner")

RECITAL

- (A) The Owner is the freehold owner of the Land, which is registered with freehold title absolute at the Land Registry under title number TGL109910, part of title numbers TGL98458 and TGL31985.
- (B) The Council is the local planning authority for the purposes of this Deed under the Act and for the area in which the Land is situated and by whom the obligations within this Deed are enforceable.
- (C) The Secretary of State for Housing Communities and Local Government entered into a contract for sale dated 27 March 2019 which was subsequently varied on 5 August 2020, 11 December 2020 and 12 March 2021 with the Owner to purchase the Land and the Land is intended to be developed pursuant to the Planning Permission.
- (D) By an application dated 01 June 2020 the Planning Application was submitted to the Council and given the Council's reference number 20/1660/F.
- (E) The Council resolved at a meeting of its Planning Board on 6 October 2020 to grant the Planning Permission subject to the conditions and the Owner entering into planning obligations as hereinafter provided.
- (F) Pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 and all other enacting powers the Council has agreed to accept the covenants on the part of the Owner contained within this Deed.
- (G) The Council is satisfied that the planning obligations are necessary to ensure that the Development is acceptable in planning terms, directly related to the Development and are fairly and reasonably related in scale and kind to the Development and satisfy the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

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NOW THIS DEED WITNESSES:

1. **DEFINITIONS AND INTERPRETATION**

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

“Act”	means the Town and Country Planning Act 1990 (as amended)
“Actual Carbon Dioxide Emission Target”	means the percentage that the new non-residential buildings within the Development are above or below the minimum requirement of 35% as set out by Building Regulations Part L and determined in the assessment carried out as required by the Energy Strategy Conditions 58, 59 & 60 of the Planning Permission
“Additional Carbon Offsetting Contribution”	means the additional carbon offsetting contribution to be calculated in accordance with the Carbon Offset Calculation prior to Occupation and paid by the Owner to the Council in accordance with paragraph 1.5 of Part 3 of the Third Schedule towards the Council’s Carbon Offset Fund
“Automatic Meter Reading Devices (AMR)”	means the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices (gas, electric) and transferring that data to a central database for billing, troubleshooting, and analysing
“Bus Services Contribution”	means the sum of £1,875,000 (One Million Eight Hundred and Seventy Five Thousand Pounds) Indexed paid by the Owner to the Council as a contribution towards []
“Carbon Dioxide Emissions Target for Non-Residential”	means 35% reduction in carbon dioxide emissions above the minimum requirements of the Building Regulations Part L as set out in policy 5.2 of the London Plan 2016 or any policy for similar purposes in any subsequent London Plan

“Carbon Offset Calculation”	<p>means contribution = Residual Emissions x Price of Carbon (£) x Offset Period</p> <ul style="list-style-type: none"> i. Residual Emissions: the ‘carbon gap’ expressed in tonnes between the on-site savings of regulated carbon emissions and those required under London Plan (2016) policy 5.2 (being the 35% improvement on Part L of the Buildings Regulations (2013) (for non-domestic)); ii. Price of Carbon: the price of £60 charged per tonne of residual regulated carbon from the Development; and iii. Offset period: a period of 30 years, reflecting the assumed lifetime of the Development
“Carbon Offset Fund”	means the fund collected by the Council to apply towards carbon mitigation measures within the Council’s borough
“Carbon Offsetting Contribution”	means the contribution to be calculated in accordance with paragraph 1.2 of the Third Schedule Part 3 towards the Council’s Carbon Offset Fund
“Community Use Agreement”	means an agreement relating to the management of the community areas which shall include details of areas of use, pricing policy, hours of use, management responsibilities and a mechanism for review as attached in its draft form at Annex 3 and any further reasonable and necessary amendments and additions requested by the Council and agreed in writing with the Owner to be prepared and submitted by the Owner to the Council for approval
“Conservation Management Plan”	means a plan for the ongoing protection, conservation and management of the Heritage Assets within the Development to be prepared and submitted by the Owner to the Council for approval
“Consumer Price Index ”	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting

	reasonably
“Considerate Constructors Scheme”	means the Considerate Constructors Scheme established by the construction industry in 1997 which seeks to minimise the impacts of the construction of developments on local residents and the environment
“Deed”	means a reference to this deed
“Development”	means Demolition of existing (non-heritage) buildings and construction of a part 2 / part 3 storey building including refurbishment of the retained listed buildings providing a six form entry Secondary School and Sixth Form, including a two storey detached sports hall and Multi Use Games Area (MUGA), playing fields, car parking, boundary treatment and landscaping including works to protected trees and associated works. Listed building works include: Demolition of modern extensions to the remains of the Mansion House and provision of a replacement part two, part three storey structure; Demolition of modern extensions to the Honeycomb Building and Engine House; Refurbishment and restoration of the Mansion House, Honeycomb Building and Engine House. These works include the removal of the modern mezzanine floor within the Picture Gallery and Gymnasium; Internal works to subdivide the Mansion House and Winter Garden; Refurbishment of the Western Stables and Stud Groom Cottage; Boundary treatments and provision of a new pedestrian access into the site from Bexley Road; Refurbishment of the original lavatory. (The development may impact on the setting of three Grade II listed buildings being Avery Hill Training College (Entrance Gate And Adjoining Lodge), Avery Hill Training College (Main Doorway, Lobby, Passage And Theatre) and Avery Hill Training College (Conservatory)
“Director”	means the Director of Regeneration Enterprise & Skills for the time being of the Council or such other officer of the Council as it may notify to the Owner in writing from time to time
“Energy Strategy”	means the energy proposals for the Development submitted to and approved by the Council pursuant to the energy strategy condition 4.5 or 4.6 & 4.7 of the Planning Permission

“Engine House”	means the area labelled "Engine House" as shown on the Heritage Assets Plan
“Expert”	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience appointed in accordance with the provisions of clause 7 of this Deed to determine a dispute
“GLLaB”	means the Greenwich Local Labour and Business Scheme in operation at the date of this Deed or its successor body
“GLLaB Contribution”	means the sum of £[] ([] Pounds) Indexed paid by the Owner to the Council as a contribution towards GLLaB
“Heritage Assets”	means the assets within the Development which have historical significance as shown on the Heritage Assets Plan that includes the remnants of the Mansion House which is Grade II listed and the toilet block which forms part of the remnants of the Mansion House as well as other original buildings / structures on the Land that are curtilage listed assets consisting of: the Honeycomb Building; the Engine House; the Western Stables; the Stud Groom Cottage; and the Stud Groom Stables which are to be managed in accordance with the approved Conservation Management Plan
“Heritage Assets Plan”	means the plan attached to this Deed at the First Schedule showing the Heritage Assets labelled Plan B
“Honeycomb Building”	means the area labelled "Honeycomb Building" as shown on the Heritage Assets Plan
“the Implementation Date”	means the date that the Planning Permission is first Implemented
“Implement”	means the carrying out of a material operation on the Development as defined in section 56(4) of the Act save for operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the terms “Implemented” ,

	"Implementing" and "Implementation" shall be construed accordingly
"Indexed"	means increased by reference to the relevant index pursuant to the provisions of clause 10 of this Deed
"Land"	means the land known as Greenwich University, Mansion Site, Reinickendorf Avenue, Eltham, SE9 2PQ as delineated edged red on Plan A of the First Schedule to this Deed and is the land against which this Deed may be enforced
"Local Businesses"	means businesses whose established place of business is in the Royal Borough of Greenwich
"Local People"	means persons living in or working in the Royal Borough of Greenwich
"London Plan"	means the London Plan as published and revised from time to time
"Mansion House"	means the area labelled "Mansion House" as shown on the Heritage Assets Plan
"Monitoring Agreement"	means the agreement to be made between the Owner and the Council in the form annexed at Annex 2 to this Deed relating to the monitoring of the effectiveness of performance of the renewable/low carbon technology installed in the Development, and to include a five-year monitoring period from the first date that the installed renewable/low carbon technology is operational
"Monitoring Period"	means the period of 7 (seven) years beginning on Occupation of the Development
"Occupation"	means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms "Occupy" and "Occupied" shall be construed accordingly
"Plan"	means the plan attached to this Deed showing the extent of the Land to be bound by this Deed and marked Plan A of the First Schedule to this Deed
"Planning Application"	means the application for planning permission dated 01 June 2020 submitted to the Council for the Development and allocated the Council's reference number 20/1660/F

"Planning Permission"	means the planning permission subject to conditions to be granted by the Council pursuant to the Planning Application substantially in the form set out in the Second Schedule to this Deed
"Returns"	means forms showing a breakdown of race, sex, postcode and any disability of people recruited to work on the construction of the Development
"School"	means the Harris Academy Avery Hill
"Solar Photovoltaics (Solar PV)"	means the method for generating electric power by using solar cells to convert energy from the sun into a flow of electrons by the photovoltaic effect. Solar cells produce direct current electricity from sunlight which can be used to power equipment or to recharge a battery
"Sports England Community Use Agreement"	means the community use agreement developed by Sports England which is to be used as a template for the Community Use Agreement
"Stud Groom Cottage"	means the area labelled "Stud Groom Cottage" as shown on the Heritage Assets Plan
"Stud Groom Stables"	means the area labelled "Stud Groom Stables" as shown on the Heritage Assets Plan
"Travel Plan"	means a plan which shall be submitted by the Owner for the Council's approval detailing sustainable transport and travel as in condition 21 of the Planning Permission
"Travel Plan Co-ordinator"	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period not exceeding the Monitoring Period in order to achieve the objective of the Travel Plan
"Western Stables"	means the area labelled "Western Stables" as shown on the Heritage Assets Plan
"Winter Garden"	means the area labelled "Winter Garden" as shown on the Heritage Assets Plan
"Working Day(s)"	means any day except Saturday, Sunday and any bank or public holiday

Commented [HA3]: Please confirm the relevant obligations to be reinserted into the S 106 if the definitions are to be retained

- 1.1 Where in this Deed reference is made to a clause, paragraph, Schedule or plan it is to a clause, paragraph, Schedule or plan in this Deed.
- 1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 1.5 Headings contained in this Deed are for reference purposes only and are not incorporated into the Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.
- 1.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council shall include successors to its respective statutory functions.
- 1.9 Any reference to a condition of the Planning Permission shall include the condition or conditions included for equivalent purposes in a S73 Permission to which this Deed applies even if the condition numbers change.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and shall be binding on the Land and are enforceable by the Council as local planning authority not only against the Owner but also against any person deriving title from the Owner in respect of the Land as provided by Section 106 of the Act and any persons claiming through or under it.
- 2.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of S106 of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council

(General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers so enabling.

2.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority and its rights powers duties and obligations under all public and private statutes, bylaws and regulations may be fully and entirely exercised as if the Council were not a party to this Deed.

2.5 In the event that any new planning permission(s) is granted by the Council for the Land pursuant to an application made under section 73 of the Act (as amended) in respect of which the Planning Permission was the original one and unless otherwise determined by the Council in its absolute discretion:

2.5.1 The obligations in this Deed shall relate to and bind any such subsequent planning permission(s) granted in respect of the Land pursuant to section 73 of the Act (as amended) and the Land itself

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2.5.2 and this Deed shall be construed with any necessary consequential amendments; and

2.5.3 This Deed shall be endorsed with the following words in respect of any future section 73 application:

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

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 or S106A of the Act.

3. CONDITIONALITY

3.1 This Deed is conditional upon:

3.1.1 the grant of the Planning Permission; and

3.1.2 the Implementation of the Planning Permission

save for the provisions in paragraphs 2 and 3 of Part 1 of the Third Schedule to this Deed (Legal Costs and Monitoring Costs) which shall come into effect immediately upon completion of this Deed PROVIDED THAT nothing shall absolve the Owner from complying with the obligations made under this Deed in relation to the Development or part of it which need to be complied with prior to the Implementation of the same.

4. COVENANTS OF THE OWNER

- 4.1 The Owner covenants with the Council to comply with the obligations and restrictions on the Owner as set out in this Deed.

5. COUNCIL'S OBLIGATIONS AND POWERS

- 5.1 The Council covenants with the Owner to comply with the obligations on the Council as set out in this Deed.
- 5.2 Nothing in this Deed shall fetter the statutory duties, rights and powers of the Council.

6. MISCELLANEOUS

- 6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.
- 6.2 This Deed shall be registered as a local land charge by the Council.
- 6.3 Where the agreement, approval, consent or expression of satisfaction is required from any party or person under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director; and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 6.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Implementation of the Development but the cessation of this Deed shall not affect the liability of any party for any antecedent breach of this Deed. This clause shall not apply if the Planning Permission is subsequently re-instated.
- 6.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or any S73 permission to which this Deed applies) granted (whether or not on appeal) after the date of this Deed.

- 6.8 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement relating to the whole or any part of the Land occurring after it has parted with its interest in the whole or that part of the Land to which the breach relates but without prejudice to the liability of such person for any breach in relation to the whole or that part of the Land to which the breach relates occurring prior to its parting with such interest.

7. APPOINTMENT OF EXPERT

- 7.1 In the event of any dispute arising between the parties to this Deed in respect of any matter contained in this Deed (including any matter to be agreed or approved under this Deed) the same may be referred by any party to this Deed to an Expert who shall be appointed by agreement between the parties. In the absence of such agreement within ten (10) Working Days following a written request by one party to the other[s], the Expert shall be appointed upon the application of any party to this Deed by or on behalf of the President for the time being of the Law Society of England and Wales and the President's decision as to the Expert shall be final and binding on the parties to the dispute.
- 7.2 The Expert howsoever appointed shall be subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than thirty (30) Working Days from the date of his appointment to act.
- 7.3 The Expert shall be required to give notice to each of the parties to the dispute inviting each of them to submit to him within ten (10) Working Days written submissions and supporting material and shall afford to the parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.
- 7.4 The Expert so appointed shall act as an expert and not as an arbitrator and save in case of manifest error, his decision shall be final and binding on the parties to the dispute and the costs of the procedure and the Expert's costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination each party shall pay their own costs and the Expert's costs shall be borne by the parties to the dispute in equal shares.
- 7.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

8. WAIVER

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

9. CHANGES IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their respective interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

10. INDEXATION

All of the financial contributions referred to the Third Schedule shall be increased by any amount equivalent to which the Consumer Price Index increases from the date of the Planning Application (unless specified otherwise) until the date that the sum is paid and for the avoidance of doubt the Indexed sum shall never be less than the contribution specified in this Deed.

11. LATE PAYMENT

If any payment due to the Council under this Deed is paid late, interest will be payable at 4% above the base lending rate of Lloyds Bank (calculated from time to time) to be calculated from the date payment is due to the date of payment is made.

12. FINANCIAL PAYMENTS

All financial payments payable by the Owner to the Council under this Deed are to be sent by cheque made payable to "Royal Borough of Greenwich" and sent (apart from the Council's legal and professional costs) to the Director in the Council's Department of Regeneration, Enterprise and Skills (Planning), 5th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ. The Council's professional legal costs shall be sent to the 4th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ unless otherwise notified.

13. NOTICES

13.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 13.2 below unless sent by email and acknowledged by the recipient in which the notice or other communication will have been deemed to have been given and/or served).

13.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

13.2.1 if delivered by hand, upon delivery at the relevant address; or

13.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting,
except that, where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

The address, relevant addressee and reference for each party are:

For the Council:

Address: The Woolwich Centre, 35 Wellington Street, Woolwich, London SE18 6HQ

Relevant addressee:

S106 and CIL Monitoring Officer
(for payment of Site and Development Contributions and
Administration Cost)

Reference: 20/1660/F

For the Owner at the address given on page 3.

13.3 The Owner covenants with the Council to give at least ten (10) Working Days prior written notice to the Council clearly addressed and marked for the attention of the Director of the commencement and completion of any dates referred to in this Deed including:-

13.3.1 the Implementation Date;

13.3.2 first Occupation of the Development ;

13.3.3 any other obligations to notify the Council as referred to in this Deed.

14. JURISDICTION

14.1 This Deed including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.

14.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes and claims).

15. DELIVERY

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

FIRST SCHEDULE

PLANS

PLAN A – Land

Plan B - Heritage Assets Plan

SECOND SCHEDULE

FORM OF NOTICE OF PLANNING PERMISSION

THIRD SCHEDULE

COVENANTS OF THE OWNER

PART 1: Financial Contributions

The Owner covenants with the Council as follows:

1. **FINANCIAL CONTRIBUTIONS**

- 1.1 Not to Implement or cause or permit Implementation of any part of the Development until the following contributions have been paid in full to the Council the GLLaB Contribution.
- 1.2 The Owner shall pay to the Council the GLLaB Contribution referred to in paragraph 1.1 on or before the Implementation Date.

2. **LEGAL COSTS**

- 2.1 To pay to the Council on or prior to completion of this Deed the reasonable legal costs and expenses of the Council in connection with the negotiation, preparation and execution of this Deed.

3. **MONITORING COSTS**

- 3.1 On or prior to completion of this Deed to pay to the Council the sum of £5,910 (five thousand nine hundred and ten pounds) towards the Council's costs and expenses of monitoring compliance with the terms of this Deed.

THIRD SCHEDULE

PART 2: Education and Employment Training

The Owner covenants with the Council as follows:

1. COMMITMENT TO AND PARTICIPATION IN GLLAB

1.1 In Implementing and constructing the Development to fully participate in GLLaB and to use reasonable endeavours to promote and recruit employees contractors and sub-contractors from the area of the Royal Borough of Greenwich required for and during the construction of the Development including the following:

1.1.1 to issue a written statement in accordance with the Form of Notice in Annex 1 to this Deed to its prospective contractors and sub-contractors at the tendering for work stage;

1.1.2 to monitor and record:

1.1.2.1 the number of Local People and Local Businesses recruited from the area of the Royal Borough of Greenwich employed in the construction of the Development; and

1.1.2.2 the names of companies that have secured contracts for the carrying out of the construction of the Development,

and submit the Returns to the Council at regular intervals of not more than one month throughout the construction of the Development;

1.1.3 to obtain from each of its contractors Returns of the number of people and local businesses recruited who reside or whose company's registered address is within the area of the Royal Borough of Greenwich and who are actively engaged in the construction of the Development;

1.1.4 to include the full postcodes of such people and businesses referred to above in paragraph 1.1.3 of Part 2 of the Third Schedule in the Returns; and

1.1.5 to ensure that each sub-contractors work force contains at least 5% apprentices on-site at any one time throughout the construction of the Development.

2. CONSTRUCTION

2.1 To employ contractors who are members of the Considerate Constructors Scheme, are committed and obliged to supply the information within the Return and to ensure that each of those contractors is obliged to adhere and adheres to the Considerate Constructors Scheme Code of Considerate Practice or any successor code or document.

THIRD SCHEDULE

PART 3: Energy and Sustainability

The Owner covenants with the Council as follows:

1. CARBON OFFSETTING CONTRIBUTIONS

- 1.1 Not to Implement or cause or permit Implementation of any relevant part of the Development approved until evidence of the maximum carbon reduction relating to the Development (expressed as a percentage) that is technically feasible to reach the Carbon Dioxide Emissions Target for Non-Residential has been submitted to and approved in writing by the Council pursuant to the Energy Strategy to be approved under conditions 58 and 59 of the Planning Permission.
- 1.2 In the event that the Energy Strategy approved pursuant to paragraph 1.1 above demonstrates that the maximum on-site carbon reduction that the Development is technically feasible of achieving is less than the Carbon Dioxide Emissions Target for Non-Residential then the Owner shall:
 - 1.2.1 on or prior to the Implementation Date the Carbon Offsetting Contribution calculated in accordance with the Carbon Offset Calculation and then Indexed under clause 10 (Indexation) shall be paid to the Council as a financial contribution in respect of the residual carbon emissions to be spent towards securing carbon saving elsewhere in the Royal Borough of Greenwich; and
 - 1.2.2 Implement and carry out the measures identified in the approved Energy Strategy for minimising and reducing carbon dioxide emissions.
- 1.3 Following practical completion of the Development but prior to Occupation the Owner shall confirm that the Energy Strategy has been implemented in full and shall undertake and submit to the Council an assessment of the Actual Carbon Dioxide Emission Target so as to demonstrate whether the Development (taking into account any Carbon Offset Contribution paid under paragraph 1.2.1 above) has met the Actual Carbon Dioxide Emission Target as required under Part B of conditions 58, 59 & 60 of the Planning Permission.
- 1.4 If the Council determines that the Development has not been carried out in accordance with the Energy Strategy and/or met the Actual Carbon Dioxide Emission Target and that measures can be taken on-site to reduce the carbon dioxide emissions the Owner shall upon written notice from the Council as soon as reasonably practicable take all reasonable steps and measures prior to Occupation of the Development required by the Council to remedy such non-compliance and/or to reduce the carbon emissions if full compliance is not possible.

- 1.5 In the event that there is a shortfall between the Actual Carbon Dioxide Emission Target and the carbon dioxide emissions of the Development as built (expressed in tonnes) and the Council has accepted in writing following any reasonable measures required and taken under the preceding paragraph that there are no alternative or further on-site measures that can be carried out to enable the Development to meet the Actual Carbon Dioxide Emission Targets the Council will calculate the amount of the Additional Carbon Offsetting Contribution in accordance with the Carbon Offset Calculation and the Owner shall pay the Additional Carbon Offsetting Contribution no later than 8 weeks following Completion of the Development.
- 1.6 Not to Occupy until the Energy Strategy has been implemented in full, all reasonable steps and measures required by the Council under paragraph 1.4 of this Part 3 of the Third Schedule have been completed and any Additional Carbon Offsetting Contribution required has been paid to the Council.
2. **RENEWABLE/ LOW CARBON ENERGY MONITORING**
- 2.1 The Owner covenants with the Council not to Occupy or cause or permit Occupation of any part of the Development until:
- 2.1.1 the Owner has completed the Monitoring Agreement with the Council; and
- 2.1.2 the Automatic Meter Reading Devices have been installed in the Development to monitor the effectiveness of performance of the installed renewable/low carbon technologies including ASHPs and Solar PV or as set out in the information approved under Energy Strategy Conditions 58, 59 and 60 of the Planning Permission and provided to the Council's Sustainability Team on an annual basis for a period of five (5) years from the time the technologies are installed and operational.
3. **GLA POST CONSTRUCTION ENERGY MONITORING**
- 3.1 The Owner covenants with the Council not to Occupy or cause or permit Occupation of any part of the Development until:
- 3.1.1 the Owner has followed the 'Be seen' process in line with GLA's 'Be Seen' energy monitoring guidance; and
- 3.1.2 the Automatic Meter Reading Devices have been installed in the Development to monitor and report the actual operational energy performance of the Development for at least five years and submit the performance data to the GLA's 'Be seen' portal on an annual basis for a period of five (5) years from the time the Development is Occupied.

THIRD SCHEDULE

PART 4: Community Use Agreement and Conservation Management Plan

The Owner hereby covenants with the Council:

1. **COMMUNITY USE AGREEMENT**

- 1.1 To submit or to cause to be submitted a Community Use Agreement consistent with the relevant and applicable parts of the Sports England Community Use Agreement to the Council for its written approval at least three (3) months prior to the Occupation of the building on the Development and the Owner shall not Occupy or permit Occupation of any building on the Development until such Community Use Agreement has been approved by the Council.

Commented [HAS]: The plans associated with the CUA will be finalised and attached to the final CUA

2. **CONSERVATION MANAGEMENT PLAN**

- 2.1 Not to Occupy or to permit Occupation of any part of the Development until the Conservation Management Plan has been submitted to and approved in writing by the Council and any future variations of the approved Conservation Management Plan will require the written agreement of the Council.
- 2.2 To manage and conserve the Heritage Assets in accordance with the approved Conservation Management Plan pursuant to paragraph 2.1 above for the lifetime of the Development.

THIRD SCHEDULE

PART 5: Bus Services Contribution

1. DEFINITIONS

Academic Year means one of the Relevant Academic Years;

Actual School Bus Patronage Data means a completed table or spreadsheet showing data derived from the School Survey (not adjusted to apply the School Patronage Multiplier) and showing for each Route used by pupils of the School:

- a) the names of the bus stops on the Route (in the order of the stops on the route);
- b) the number of pupils of the School boarding or alighting at each stop;
- c) the number of pupils of the School on the bus at each stop;
- d) Maximum School Loading for the Route

in the form contained in Annex B data derived from the School Survey. Note that Annex B contains a worked example to demonstrate how the table will work in practice;

Adjusted School Bus Patronage Data means a completed table or spreadsheet showing data derived from the School Survey adjusted to apply the School Patronage Multiplier and showing each Route used by pupils of the School:

- a) the names of the bus stops on the Route (in the order of the stops on the route);
- b) the number of pupils of the School boarding or alighting at each stop;
- c) the number of pupils of the School on the bus at each stop;
- d) Maximum School Loading for the Route;

in the form contained in Annex B data derived from the School Survey. Note that Annex B contains a worked example to demonstrate how the table will work in practice;

AM Period means the period of 08:00 to 09:00 (between Monday and Friday inclusive)

BUSTO Patronage Data means a completed table or spreadsheet showing data derived from the BUSTO System and showing for each Route identified in the Adjusted School Bus Patronage Data:

- a) the names of the bus stops on the Route;
- b) the following information provided by the School as part of the School Data Submission based on the Adjusted School Bus Patronage Data or, if no School Data Submission was made, TfL's estimate based data derived from the BUSTO System and information submitted with the Planning Application:

- i) the number of school pupils boarding or alighting at each stop;
 - ii) the number of school pupils on the bus at each stop;
 - iii) Maximum School Loading for the Route;
- c) the following data derived from the BUSTO System taken from November in the latest Academic Year being average (mean) use (excluding Saturdays and Sundays):
 - i) the number of Non-School Passengers on the bus at each stop;
 - ii) the Combined Passenger Numbers at each stop;
 - iii) whether the Combined Passenger Numbers at any stop gives rise to an Excess Load;

and to be presented in the form contained in Annex B. Note that Annex B contains a worked example to demonstrate how the table will work in practice;

BUSTO System means an aggregate passenger loading tool with results derived from Oyster Card data;

Bus Services Contribution means a contribution towards the Bus Services Contribution Purposes calculated in accordance with the following method:

- a) the amount of the Bus Services Contribution payable for any Academic Year will be the total of the sums due in respect of each Route where there is an Excess Load calculated in accordance with (b) and (c) less any sum referred to in (d) to (g)
- b) where there is an Excess Load for a Route during only one Period the sum of £60,000 will be payable in respect of that Route
- c) where there is an Excess Load for a Route during both Periods the sum of £75,000 will be payable in respect of that Route
- d) if alternative funding sources have been secured for relevant Periods and Routes for the next Academic Year the amount of that funding must be deducted from the Bus Services Contribution
- e) if alternative funding sources were available for the previous Academic Year but were not deducted from the Bus Services Contribution paid, then this shall be offset against the payment for the current Academic Year
- f) if fares will be charged to pupils of the School for relevant Periods and Routes for the next Academic Year the predicted level of income from those fares must be deducted from the Bus Services Contribution such calculation to take into account the School Patronage Multiplier

g) if fares were charged to pupils of the School for relevant Periods and Routes during the previous Academic Year but were not deducted from the Bus Services Contribution paid, then this shall be offset against the payment for the current Academic Year

h) if the total fare revenue from a Route during a Period has increased in the preceding Academic Year the amount of the increase must be deducted from the Bus Services Contribution for the current Academic Year;

Bus Services Contribution Purposes means the provision of additional bus services during Periods on Routes where BUSTO Patronage Data demonstrates that there is an Excess Load to mitigate the effects of the School;

Bus Services Contribution Demand means a demand in writing from TfL to the Council including the following information:

a) BUSTO Patronage Data;

b) the Routes and Periods where there is projected to be an Excess Load;

c) details of any Bus Services Contribution due to TfL (calculated in accordance with the method set out in the definition of "Bus Services Contribution") including the following details:

i) the relevant Routes to which the contribution relates;

ii) the relevant Period(s) for each relevant Route;

iii) the amount payable for each Route;

iv) any deductions to be made due to the availability of alternative sources of funding or fares in accordance with paragraphs (d) to (h) of the definition of Bus Services Contribution; and

v) the total contribution due.

d) calculations and details of any funding sources or fares referred to in paragraph (c) (iv) above;

e) certification from the relevant TfL director confirming that the Bus Services Contribution Demand has been accurately calculated and reflects any additional funding and fares available to TfL (in accordance with (d) to (h) of the definition of Bus Services Contribution) and that TfL undertake to spend the contribution for the Bus Services Contribution Purposes;

Combined Passenger Numbers means a figure (calculated at each bus stop on a Route) in accordance with the following:

NSP + SP

Where:

NSP = the number of Non-School Passengers

SP = the number of pupils of the School on the bus at each stop (derived from the Adjusted School Patronage Data)

Excess Load means where the Combined Passenger Numbers exceed [70];

Maximum Annual Contribution means the sum of three hundred and seventy five thousand pounds (£375,000) being a payment of the Bus Services Contribution;

Maximum School Loading means the maximum number of pupils of the School forecast by the School Survey to use the relevant Route during the relevant Period based on the Adjusted School Bus Patronage Data;

Non-School Passengers means the number of passengers on the bus at each stop according to data derived from the BUSTO System less the number of pupils of the School on the bus at each stop derived from the Actual School Patronage Data;

Period means the AM Period or the PM Period and the term or reference to **Periods** shall be construed accordingly;

PM Period means the period between 15:00 to 16:00 (Monday to Friday inclusive);

Relevant Academic Years means the academic year before the first Occupation of the School and the next four academic years (after the Occupation of the School) including the academic year of the Occupation;

Route means all bus routes used by students of the School which have a stop within 640 metres of the school and the term or reference to **Routes** shall be construed accordingly;

School means the school to be constructed and provided pursuant to the Development;

School Bus Patronage Table means a completed table in the form contained in Annex A adjusted to apply the School Patronage Multiplier;

School Data Submission means the following written information:

- a) School places in the current Academic Year;
- b) School places in the next Academic Year;
- c) School Patronage Multiplier;
- d) Actual School Bus Patronage Data;
- e) Adjusted School Patronage Data;
- f) School Bus Patronage Table;

School Patronage Multiplier means a figure calculated in accordance with the following:

NAY

CAY

where:

NAY = The number of School places to be available in the next Academic Year

CAY = The number of School places available at the School in the current Academic Year

School Survey means such a survey or surveys of pupils of the School as will allow the School to complete the School Data Submission; and

TfL means Transport for London.

2. Subject to paragraph 3, this Schedule will operate during the Relevant Academic Years PROVIDED THAT the cessation of the operation of this Schedule shall be without prejudice to any sums due under this Schedule at that date.
3. This Schedule will cease to have effect upon the payment to the Council of the Bus Services Contribution of an aggregated total of one million eight hundred and seventy five thousand pounds (£1,875,000).
4. The Owner shall procure that on or before 1 March in a Relevant Academic Year the School will:
 - 4.1 undertake the School Surveys; and
 - 4.2 submit the School Data Submission to the Council.
5. If the Council does not receive the School Data Submission by [1 March] in a Relevant Academic Year:
 - 5.1 the Council will notify the School that the submission is due but has not been received;
 - 5.2 if the School Data Submission is not received within twenty-eight (28) days of the date of service of the notification under paragraph 5.1 then the Council will notify the School that the Maximum Annual Contribution is due;
 - 5.3 in the event that a notice is served under paragraph 5.2, the Owner covenants to pay (or procures that the School pays) the Bus Services Contribution (to the amount of the Maximum Annual Contribution) to the Council on the later of the following:
 - 5.3.1 three (3) months prior to the start of the next Academic Year; or
 - 5.3.2 upon the expiry of the twenty-eight (28) days period referred to in paragraph 5.2;
- 5.4 Where payment of the Bus Services Contribution is made under paragraph 5.3:

- 5.4.1 the Council will notify TfL that the contribution has been received within twenty-eight (28) days of receipt of the payment;
 - 5.4.2 subject to paragraph 5.4.3, the Council will pay part or all of the said Bus Services Contribution it received to TfL within fifty six (56) days of receipt of a Bus Services Contribution Demand (from TfL) and the said demand will also be provided to the School for their information;
 - 5.4.3 in the event that after twelve (12) months (of the date of payment of the Bus Services Contribution made under paragraph 5.3) any part of the said Bus Services Contribution has not been paid to TfL then the unexpended sum will be refunded to the School within fifty six (56) days.
6. If the Council receives the School Data Submission whether in accordance with paragraph 4 (above) or within the twenty-eight (28) days period referred to in paragraph 5.2 (above) following service of the notice pursuant to paragraph 5.1 (above), then:
- 6.1 the Council will provide the School Data Submission to TfL within twenty-eight (28) days of receipt;
 - 6.2 within twenty-eight (28) days of receipt of the Bus Services Contribution Demand from TfL, the Council will send the Bus Services Contribution Demand to the School;
 - 6.3 The Owner covenants to pay (or procure that the School pays) to the Council the Bus Services Contribution (less any apportionment (if any) as agreed by the Council pursuant to paragraph 7.3 below) specified in the Bus Services Contribution Demand on the later of the following:
 - 6.3.1 three (3) months prior to the start of the next Academic Year; or
 - 6.3.2 upon the expiry of the twenty-eight (28) days period referred to paragraph 6.2.
 - 6.4 Within fifty six (56) days of receipt of the Bus Services Contribution under paragraph 6.3 the Council will pay the monies received to TfL.
7. In the event that the School considers that TfL has incorrectly calculated the Bus Services Contribution:
- 7.1 the School may request in writing that the Council reviews the Bus Services Contribution Demand provided that such request is accompanied with sufficient details as the Council would reasonably require to ascertain whether or not there has been an error in the calculation of the Bus Services Contribution amount and such request is made no later than twenty eight (28) days of the date of the Bus Services Contribution Demand;
 - 7.2 in the event that the a request is made in accordance with paragraph 7.1, the Council shall use reasonable endeavours in consideration of the request and respond to the School no later than twenty-eight (28) days of the request (or such other later period of time as agreed between the Council and the School); and
 - 7.3 in the event that the Council concludes that there has been an error in the calculation of the Bus Services Contribution (in accordance with paragraph 7.2), the Council may request that TfL

updates the Bus Services Contribution Demand and the difference between the original Bus Services Contribution Demand and the revised Bus Services Contribution Demand amount will be deducted from the Bus Services Contribution due for the next Academic Year and (if necessary) the balance shall be deducted from the sum due in future Academic Years.

8. In the event that the Council concludes that there has been an error in the calculation of the Bus Services Contribution, the Council may request that TfL updates the Bus Services Contribution Demand and any deficit amount between the original Bus Services Contribution Demand and the revised Bus Services Contribution Demand amount, the Owner covenants to pay (or procure that the School pays) to the Council no later than twenty (20) Working Days upon the notification.

ANNEX A

Route	Am Period		PM Period		School Stop
	Maximum School Loading	Furthest Stop	Maximum School Loading	Furthest Stop	

ANNEX B

Commented [HA6]: Please see table provided yesterday

FOURTH SCHEDULE
THE COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

1. PLANNING PERMISSION

- 1.1 To grant the Planning Permission on the date hereof.

2. FINANCIAL CONTRIBUTIONS

- 2.1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing.
- 2.2 Subject to paragraph 2.1 of the Fourth Schedule to pay to the Owner within 28 days of the written request being made by the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed for expenditure in accordance with the provisions of this Deed within 10 years of the date of receipt by the Council of the payment or in the case of money paid in instalments within 10 years of the date of receipt by the Council of the last instalment such payment together with any unspent and uncommitted interest actually accrued for the period from the date of payment to the date of refund and for the avoidance of doubt shall also include the Bus Services Contribution which in the event has not been expended or committed for expenditure in accordance with the provisions of this Deed within 10 years of the date of receipt by the Council shall be refunded by the recipient to the Council and forwarded to the Council to the Owner.
- 2.3 To provide to the Owner evidence as the Owner shall reasonably require in writing in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 3. DISCHARGE OF OBLIGATIONS**
- 3.1 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been discharged.

ANNEX 1

EDUCATION AND EMPLOYMENT TRAINING

NOTICE TO CONTRACTORS

As required by the Section 106 Agreement between **[Name of Owner]** and the Royal Borough of Greenwich, in respect of the scheme known as development at **[Name of Development]** **[Name of Owner]** hereby confirms that it is fully committed to participating in Greenwich Local Labour and Business initiatives and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the development provides employment and business opportunities for the residents of Greenwich and London Thames Gateway area during the regeneration of the scheme known as development at **[Name of Development]**, all appointed Contractors and sub-contractors on the development will be required to support this commitment and to assist in achieving these objectives. **[Name of Owner]** therefore hereby gives Notice that:

- (a) Greenwich Local Labour and Business (GLLaB) in collaboration with **[Name of Owner]** as primary agency working together for the recruitment of local people and local businesses and should be used as such;
- (b) **[Name of Owner]** and contractors will ensure that it and all its contractors and sub-contractors notify GLLaB and other agencies as appropriate of job vacancies as soon as vacancies occur;
- (c) **[Name of Owner]** and contractors will provide GLLaB with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and supplies and levels of workforce prior to the commencement of the scheme known as development at **[Name of Development]**;
- (d) **[Name of Owner]** and contractors are to monitor and record the number of local people and local businesses recruited from the area of the Royal Borough of Greenwich and the London Thames Gateway area engaged in the construction of the scheme known as development at **[Name of Development]**, and in the operation of their development. The returns (which will enable the Council to assess such recruitment) will be submitted to **[Name of Owner]** at not more than one month intervals;
- (e) **[Name of Owner]** is fully committed to ensuring equal opportunities for employment and training for people, and business. Contractors and sub-contractors are required to monitor and provide returns (where the information is divulged by the people recruited) showing a breakdown of the race and gender of people recruited to work on the construction of the Development known as **[Name of Development]** and are to contain details of any disabilities from which such people may suffer. The returns to be submitted on a monthly basis;

- (f) all contractors will be expected to submit an employment / training strategy showing how employment policies will be implemented and maintained prior to site start date. **[Name of Owner]** and its primary agencies will be able to assist with this; and
- (g) **[Name of Owner]** and contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
- The Equality Act 2010;
 - Any relevant European obligations that apply; and
 - Codes and Regulations formulated under the above Acts and European obligations.

ANNEX 2
MONITORING AGREEMENT
RENEWABLE/LOW CARBON TECHNOLOGY

ANNEX 3

Community Use Agreement Draft Form

IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written.

EXECUTED as a DEED by)
UNIVERSITY OF GREENWICH)
acting by a Director in the presence of:)

Director

Witness Signature:
Name:
Address:
Occupation:

EXECUTED AS A DEED as)
the Common Seal of the)
ROYAL BOROUGH OF GREENWICH)
was hereunto affixed in the presence of:)

Authorised Signatory