

# GREATERLONDONAUTHORITY

[REDACTED]  
(By email)

Our Ref: MGLA190919-2814

9 October 2019

Dear [REDACTED]

Thank you for your request for information which the GLA received on 19 September 2019. Your request has been dealt with under the Environmental Information Regulations (EIR) 2004.

You asked for;

*Please could you provide me with the Stage 2 report and any correspondence with the Local Planning Authority or applicant after the Stage 1 report (i.e. after 2 October 2017) in respect of this planning application. The details are: Edith Summerskill House*

Our response to your request is as follows:

The stage 2 response and report can be found at:

<https://www.london.gov.uk/what-we-do/planning/planning-applications-and-decisions/planning-application-search/edith-summerskill-house>

Please find attached the information we hold within scope of your request. Please note that some names of members of staff are exempt from disclosure under Regulation 13 (Personal information) of the EIR. This information could potentially identify specific employees and as such constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject..

If you have any further questions relating to this matter, please contact me, quoting the reference at the top of this letter.

Yours sincerely

[REDACTED]  
**Information Governance Officer**

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

[REDACTED]

---

**From:** Planning Support  
**Sent:** 03 October 2017 14:39  
**To:** boroughplanning@tfl.gov.uk; Nicky Gavron; PCU@communities.gsi.gov.uk; [REDACTED]  
[REDACTED]@tfl.gov.uk; [REDACTED] Planning; [REDACTED]  
[REDACTED]@tfl.gov.uk; [REDACTED]@tfl.gov.uk; Tony Devenish; [REDACTED]  
[REDACTED]@lbhf.gov.uk; [REDACTED]@geraldeve.com  
**Subject:** GLA 3883 - Edith Summerskill House  
**Attachments:** 3883 stage 1 letter and report.pdf

Dear all

Please find the attached decision letter & report relating to the above application.

Regards

[REDACTED] [REDACTED]

GLA Planning Administration Team

Stage 1 letter and report available at <https://www.london.gov.uk/what-we-do/planning/planning-applications-and-decisions/planning-application-search/edith-summerskill-house>

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 20 November 2017 09:54  
**To:** [REDACTED] H&F'  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Hi [REDACTED]

Do you know if Wednesday's meeting is still on and the attendees from your side? (I've just checked with [REDACTED] but she is away today).

Many thanks,

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldeve.com]  
**Sent:** 14 November 2017 12:44  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] H&F' <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Thank you for the invite and just to confirm the discussion will be on Watermeadow Court as well.

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)

Gerald Eve LLP  
72 Welbeck Street London W1G 0AY  
[www.geraldeve.com](http://www.geraldeve.com)

**Please note I am in the office Tuesday to Friday and do not work on Monday**

---

**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 14 November 2017 12:42  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F'  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

OK that's fine. We weren't intending on inviting our viability team – I assumed this meeting was going to be a high-level discussion on potential ways forward.

Kind regards,

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldeve.com]  
**Sent:** 14 November 2017 12:31  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>

Cc: [redacted] <[redacted]@london.gov.uk>; [redacted] H&F' <[redacted]@lbhf.gov.uk>  
Subject: RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

We can do this time slot. Will you be inviting your viability team? If so we shall bring ours too.

Kind regards

[redacted]  
Senior Associate

Tel. +44 (0)20 [redacted]  
Fax. +44 (0)20 [redacted]  
Mob. +44 (0)7950 [redacted]  
[redacted]@geraldev.com

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**Please note I am in the office Tuesday to Friday and do not work on Monday**

---

From: [redacted] [mailto:[redacted]@london.gov.uk]  
Sent: 14 November 2017 11:51  
To: [redacted]  
Cc: [redacted] H&F'  
Subject: RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Hi [redacted]

We could do 3pm on Wednesday 22<sup>nd</sup>.

Thanks,

[redacted]

---

From: [redacted] [mailto:[redacted]@geraldev.com]  
Sent: 14 November 2017 10:57  
To: [redacted] <[redacted]@london.gov.uk>  
Cc: [redacted] <[redacted]@london.gov.uk>; [redacted] H&F' <[redacted]@lbhf.gov.uk>  
Subject: RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

[redacted]

Sorry but we are struggling to get the relevant people to those times.

Do either of these work for you both next week please? And you [redacted]

22<sup>nd</sup> Nov: between 3-4.30  
23<sup>rd</sup> Nov: anytime between 8.30-11.30

Thanks

[redacted]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldev.com](http://geraldev.com)

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[www.geraldev.com](http://www.geraldev.com)

**Please note I am in the office Tuesday to Friday and do not work on Monday**

---

**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 13 November 2017 15:53  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F'  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Dear [REDACTED]

Yes that's fine – here are some potential dates/times:

11am-12pm on Wednesday 15<sup>th</sup>  
3pm Friday 17<sup>th</sup>  
4.30 Monday 20<sup>th</sup>  
1pm Wednesday 22<sup>nd</sup>

Let me know whether any of these dates are suitable for you.

Kind regards,

[REDACTED]

[REDACTED]  
**Principal Strategic Planner – Development & Projects**

GREATERLONDONAUTHORITY, City Hall, The Queen's Walk, London, SE1 2AA  
Phone: 020 7983 [REDACTED] [london.gov.uk](http://london.gov.uk) | [www.london.gov.uk](http://www.london.gov.uk)

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldev.com]  
**Sent:** 13 November 2017 10:23  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Dear [REDACTED]

Further to the Stage 1 reports issued on the above sites, the applicant HFS developments Ltd would like to arrange a meeting with you to discuss potential changes to the scheme.

Please can you offer some dates and invite our planning case officer [REDACTED] [REDACTED] from LBHF too.

Many thanks

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 21 November 2017 17:34  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Hi [REDACTED]

Thanks for confirming. We can discuss future dates as soon as the team is ready to meet.

Kind regards,

[REDACTED]

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldeve.com]  
**Sent:** 21 November 2017 17:30  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@geraldeve.com>  
**Cc:** [REDACTED]@geraldeve.com  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

[REDACTED]

Further to our telephone conversation, I have just had confirmation from Stanhope that the meeting tomorrow is being postponed.

Kind regards

[REDACTED]

[REDACTED]  
Senior Planning Consultant

Tel. +44 (0)20 7333 6365  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7557 266455  
[REDACTED] [geraldeve.com](http://www.geraldeve.com)

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72 Welbeck Street London W1G 0AY  
[www.geraldeve.com](http://www.geraldeve.com)



---

**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 21 November 2017 17:03  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Hi [REDACTED]

I understand from LBHF officers ([REDACTED] [REDACTED] and John Finlayson) that the strategy hasn't been signed off and therefore tomorrow's meeting is not going ahead. Please could you confirm the cancellation?

Many thanks,

[REDACTED]

[REDACTED] [REDACTED]

**Principal Strategic Planner – Development & Projects**

GREATER LONDON AUTHORITY, City Hall, The Queen's Walk, London, SE1 2AA  
Phone: 020 7983 [REDACTED] [REDACTED] [london.gov.uk](http://london.gov.uk) | [www.london.gov.uk](http://www.london.gov.uk)

---

**From:** [REDACTED] [REDACTED] [[mailto:\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)]  
**Sent:** 20 November 2017 10:22  
**To:** [REDACTED] [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Cc:** [REDACTED] [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>; [REDACTED] [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>  
**Subject:** Re: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

[REDACTED]

Yes it is going ahead.

[REDACTED]

All from HFS developments Ltd  
[REDACTED] from Gerald eve LLP  
( I am on leave but if you need anything please contact [REDACTED] copied here )  
Thanks

[REDACTED] [REDACTED]  
Senior Associate  
Tel. [+44 \(0\)20 \[REDACTED\]](tel:+44(0)20[REDACTED])  
Fax. [+44 \(0\)20 \[REDACTED\]](tel:+44(0)20[REDACTED])  
Mob. [+44 \(0\)7950 \[REDACTED\]](tel:+44(0)7950[REDACTED])  
[\[REDACTED\]@geraldev.com](http://[REDACTED]@geraldev.com)

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**Please note I am in the office from Tuesday to Friday and do not work on Monday**

On 20 Nov 2017, at 09:45, [REDACTED] [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)> wrote:

Dear [REDACTED]

Can we just confirm that Wednesday's meeting is going ahead and who the attendees are from your and LBHF's side?

Many thanks,

[REDACTED]

[REDACTED] [REDACTED]

**Principal Strategic Planner – Development & Projects**



---

**From:** [REDACTED] [REDACTED] [[mailto:\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)]  
**Sent:** 14 November 2017 12:44  
**To:** [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Cc:** [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] [REDACTED] H&F'  
<[\[REDACTED\]@lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)>  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Thank you for the invite and just to confirm the discussion will be on Watermeadow Court as well.

[REDACTED] [REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[\[REDACTED\]@geraldeve.com](http://[REDACTED]@geraldeve.com)

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**From:** [REDACTED] [REDACTED] [[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)]  
**Sent:** 14 November 2017 12:42  
**To:** [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
**Cc:** [REDACTED] [REDACTED] [REDACTED] [REDACTED] H&F'  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

OK that's fine. We weren't intending on inviting our viability team – I assumed this meeting was going to be a high-level discussion on potential ways forward.

Kind regards,

[REDACTED]

---

**From:** [REDACTED] [REDACTED] [[mailto:\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)]  
**Sent:** 14 November 2017 12:31  
**To:** [REDACTED] [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Cc:** [REDACTED] [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] [REDACTED] H&F'  
<[\[REDACTED\]@lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)>  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

We can do this time slot. Will you be inviting your viability team? If so we shall bring ours too.

Kind regards

[REDACTED] [REDACTED]  
Senior Associate

Tel. +44 (0)20 [redacted]  
Fax. +44 (0)20 [redacted]  
Mob. +44 (0)7950 [redacted]  
[redacted] [geraldev.com](http://geraldev.com)

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72 Welbeck Street London W1G 0AY  
[www.geraldev.com](http://www.geraldev.com)

**Please note I am in the office Tuesday to Friday and do not work on Monday**

---

**From:** [redacted] [mailto:[redacted]@london.gov.uk]  
**Sent:** 14 November 2017 11:51  
**To:** [redacted]  
**Cc:** [redacted] H&F'  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Hi [redacted]

We could do 3pm on Wednesday 22<sup>nd</sup>.

Thanks,

[redacted]

---

**From:** [redacted] [mailto:[redacted]@geraldev.com]  
**Sent:** 14 November 2017 10:57  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Cc:** [redacted] <[redacted]@london.gov.uk>; [redacted] H&F'  
<[redacted]@lbhf.gov.uk>  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

[redacted]

Sorry but we are struggling to get the relevant people to those times.

Do either of these work for you both next week please? And you [redacted]

22<sup>nd</sup> Nov: between 3-4.30

23<sup>rd</sup> Nov: anytime between 8.30-11.30

Thanks

[redacted]  
[redacted]

Senior Associate

Tel. +44 (0)20 [redacted]  
Fax. +44 (0)20 [redacted]  
Mob. +44 (0)7950 [redacted]  
[redacted] [geraldev.com](http://geraldev.com)

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[www.geraldev.com](http://www.geraldev.com)

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---

**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 13 November 2017 15:53  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F'  
**Subject:** RE: Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Dear [REDACTED]

Yes that's fine – here are some potential dates/times:

11am-12pm on Wednesday 15<sup>th</sup>  
3pm Friday 17<sup>th</sup>  
4.30 Monday 20<sup>th</sup>  
1pm Wednesday 22<sup>nd</sup>

Let me know whether any of these dates are suitable for you.

Kind regards,

[REDACTED]

[REDACTED]

**Principal Strategic Planner – Development & Projects**

GREATERLONDONAUTHORITY, City Hall, The Queen's Walk, London, SE1 2AA  
Phone: 020 7983 [REDACTED] [mailto:[REDACTED]@london.gov.uk] | [www.london.gov.uk](http://www.london.gov.uk)

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldev.com]  
**Sent:** 13 November 2017 10:23  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** Edith Summerskill House & Watermeadow Court D&P/ 4425/01 & D&P/3883/01

Dear [REDACTED]

Further to the Stage 1 reports issued on the above sites, the applicant HFS developments Ltd would like to arrange a meeting with you to discuss potential changes to the scheme.

Please can you offer some dates and invite our planning case officer [REDACTED] [REDACTED] from LBHF too.

Many thanks

[REDACTED]

Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldev.com](http://geraldev.com)

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[www.geraldev.com](http://www.geraldev.com)

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[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@geraldeve.com>  
**Sent:** 09 January 2018 12:53  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith summerskill house and WMC

Thanks – we just want to present the proposed amends to the scheme and agree next steps.

Kind regards

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldeve.com](http://geraldeve.com)

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**Please note I am in the office Tuesday to Friday and do not work on Monday**

---

**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 09 January 2018 12:45  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith summerskill house and WMC

Thanks for that. It will be me and possibly [REDACTED] although she may not be able to make it.

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldeve.com]  
**Sent:** 09 January 2018 11:12  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: Edith summerskill house and WMC

Yes this is fine by us. Who is attending from the GLA? Is it yourself and [REDACTED]

Thanks

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldeve.com](http://geraldeve.com)

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[www.geraldeve.com](http://www.geraldeve.com)

Please note I am in the office Tuesday to Friday and do not work on Monday

---

**From:** [redacted] [mailto:[redacted]@london.gov.uk]  
**Sent:** 08 January 2018 16:50  
**To:** [redacted]  
**Cc:** [redacted] H&F  
**Subject:** RE: Edith summerskill house and WMC

Hi [redacted]

Sorry to be a pain, but is it ok if we revert back to 12pm for the meeting on Friday? I can't find a meeting room any earlier and [redacted] [redacted] can't now make an earlier time anyway.

Many thanks,

[redacted]

---

**From:** [redacted] [mailto:[redacted]@geraldeve.com]  
**Sent:** 22 December 2017 14:21  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Cc:** [redacted] H&F <[redacted]@lbhf.gov.uk>  
**Subject:** Re: Edith summerskill house and WMC

I'm sure it will be. I'll update the invite to them.

Many thanks

[redacted] [redacted]  
Senior Associate  
Tel. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Fax. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Mob. [+44 \(0\)7950 \[redacted\]](tel:+44(0)7950[redacted])  
[\[redacted\]@geraldeve.com](mailto:[redacted]@geraldeve.com)  
Gerald Eve LLP  
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[www.geraldeve.com](http://www.geraldeve.com)

**Please note I am in the office from Tuesday to Friday and do not work on Monday**

On 22 Dec 2017, at 09:41, [redacted] [redacted] <[redacted]@london.gov.uk> wrote:

Hi [redacted]

Sorry, is it ok if we make the meeting at 10.30 on the 12<sup>th</sup> Jan?

Thanks,

[redacted]

---

**From:** [redacted] H&F [mailto:[redacted]@lbhf.gov.uk]  
**Sent:** 20 December 2017 16:57  
**To:** [redacted] <[redacted]@london.gov.uk>; [redacted] [redacted] <[redacted]@geraldeve.com>  
**Subject:** RE: Edith summerskill house and WMC

12th is fine

[Redacted]

[Redacted]

Strategic Applications Lead Officer

Planning Regeneration  
Regeneration, Planning & Housing Services  
London Borough of Hammersmith & Fulham  
T: 020 8753 [Redacted] | M: 07717 [Redacted] | E: [Redacted] [lbhf.gov.uk](mailto:[Redacted]@lbhf.gov.uk)  
Regeneration, Planning & Housing Services Lead Director: Jo Rowlands

---

**From:** [Redacted] <[Redacted]@geraldve.com>  
**Sent:** Wednesday, December 20, 2017 4:55:52 PM  
**To:** [Redacted]  
**Cc:** [Redacted] H&F  
**Subject:** RE: Edith summerskill house and WMC

Can we confirm this meeting please.

Many thanks

[Redacted]

Senior Associate

Tel. +44 (0)20 [Redacted]

Fax. +44 (0)20 [Redacted]

Mob. +44 (0)7950 [Redacted]

[Redacted] [geraldve.com](http://geraldve.com)

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**From:** [Redacted] [mailto:[Redacted]@london.gov.uk]  
**Sent:** 20 December 2017 15:57  
**To:** [Redacted]  
**Cc:** [Redacted] H&F  
**Subject:** RE: Edith summerskill house and WMC

Hi [Redacted]

Sorry for the delay. I could do Friday 12<sup>th</sup> January at 12pm?

Thanks,

[Redacted]

---

**From:** [Redacted] [mailto:[Redacted]@geraldve.com]  
**Sent:** 20 December 2017 15:55  
**To:** [Redacted] <[Redacted]@london.gov.uk>  
**Cc:** [Redacted] H&F <[Redacted]@lbhf.gov.uk>  
**Subject:** RE: Edith summerskill house and WMC

Hi [Redacted]

[Redacted]

Are you able to offer any dates for the second week of January please. As I mentioned below – Fridays are a better day in terms of diary management.

Many thanks

██████████ ██████████  
Senior Associate

Tel. +44 (0)20 ██████████

Fax. +44 (0)20 ██████████

Mob. +44 (0)7950 ██████████

██████████ [geraldve.com](http://geraldve.com)

Gerald Eve LLP

72 Welbeck Street London W1G 0AY

[www.geraldve.com](http://www.geraldve.com)

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---

**From:** ██████████ ██████████

**Sent:** 19 December 2017 11:10

**To:** ██████████ ██████████

**Cc:** ██████████ ██████████ H&F'

**Subject:** RE: Edith summerskill house and WMC

██████████

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Many thanks

██████████ ██████████  
Senior Associate

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Fax. +44 (0)20 ██████████

Mob. +44 (0)7950 ██████████

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[www.geraldve.com](http://www.geraldve.com)

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**From:** ██████████ ██████████ [<mailto:██████████@london.gov.uk>]

**Sent:** 18 December 2017 18:04

**To:** ██████████ ██████████

**Cc:** ██████████ ██████████ H&F'

**Subject:** RE: Edith summerskill house and WMC

Hi ██████████

I could do the following dates:

Wednesday 3<sup>rd</sup> January at 2pm

Friday 5<sup>th</sup> January at 10am

Tuesday 9<sup>th</sup> January at 4pm

Do any of these dates work for you?

Thanks,

██████████

██████████ ██████████  
**Principal Strategic Planner – Development & Projects**

GREATERLONDONAUTHORITY, City Hall, The Queen's Walk, London, SE1 2AA

---

**From:** [redacted] [redacted] [[mailto:\[redacted\]@geraldeve.com](mailto:[redacted]@geraldeve.com)]

**Sent:** 18 December 2017 14:17

**To:** [redacted] <[\[redacted\]@london.gov.uk](mailto:[redacted]@london.gov.uk)>

**Cc:** [redacted] [lbhf.gov.uk](http://lbhf.gov.uk)

**Subject:** Edith summerskill house and WMC

Hi both

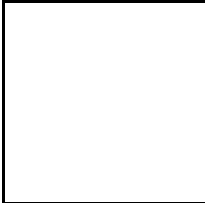
Hope you are well. The JV are now in agreement and would like to present the amended scheme as tabled to LBHF to the GLA. Please can you send potential times and dates to meet please.

Kind regards

[redacted] [redacted]  
Senior Associate  
Tel. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Fax. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Mob. [+44 \(0\)7950 \[redacted\]](tel:+44(0)7950[redacted])  
[\[redacted\]@geraldeve.com](http://[redacted]@geraldeve.com)

Gerald Eve LLP  
[72 Welbeck Street London W1G 0AY](http://72WelbeckStreetLondonW1G0AY)  
[www.geraldeve.com](http://www.geraldeve.com)

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**From:** [REDACTED] <[REDACTED]@geraldeve.com>  
**Sent:** 09 January 2018 12:53  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith summerskill house and WMC

Thanks – we just want to present the proposed amends to the scheme and agree next steps.

Kind regards

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldeve.com](http://geraldeve.com)

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72 Welbeck Street London W1G 0AY  
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**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 09 January 2018 12:45  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith summerskill house and WMC

Thanks for that. It will be me and possibly [REDACTED] although she may not be able to make it.

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldeve.com]  
**Sent:** 09 January 2018 11:12  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: Edith summerskill house and WMC

Yes this is fine by us. Who is attending from the GLA? Is it yourself and [REDACTED]

Thanks

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldeve.com](http://geraldeve.com)

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72 Welbeck Street London W1G 0AY  
[www.geraldeve.com](http://www.geraldeve.com)

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---

**From:** [redacted] [mailto:[redacted]@london.gov.uk]  
**Sent:** 08 January 2018 16:50  
**To:** [redacted]  
**Cc:** [redacted] H&F  
**Subject:** RE: Edith summerskill house and WMC

Hi [redacted]

Sorry to be a pain, but is it ok if we revert back to 12pm for the meeting on Friday? I can't find a meeting room any earlier and [redacted] [redacted] can't now make an earlier time anyway.

Many thanks,

[redacted]

---

**From:** [redacted] [mailto:[redacted]@geraldeve.com]  
**Sent:** 22 December 2017 14:21  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Cc:** [redacted] H&F <[redacted]@lbhf.gov.uk>  
**Subject:** Re: Edith summerskill house and WMC

I'm sure it will be. I'll update the invite to them.

Many thanks

[redacted] [redacted]  
Senior Associate  
Tel. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Fax. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Mob. [+44 \(0\)7950 \[redacted\]](tel:+44(0)7950[redacted])  
[\[redacted\]@geraldeve.com](mailto:[redacted]@geraldeve.com)  
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[www.geraldeve.com](http://www.geraldeve.com)

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On 22 Dec 2017, at 09:41, [redacted] [redacted] <[redacted]@london.gov.uk> wrote:

Hi [redacted]

Sorry, is it ok if we make the meeting at 10.30 on the 12<sup>th</sup> Jan?

Thanks,

[redacted]

---

**From:** [redacted] H&F [mailto:[redacted]@lbhf.gov.uk]  
**Sent:** 20 December 2017 16:57  
**To:** [redacted] <[redacted]@london.gov.uk>; [redacted] [redacted] <[redacted]@geraldeve.com>  
**Subject:** RE: Edith summerskill house and WMC

12th is fine

[REDACTED]  
[REDACTED]  
Strategic Applications Lead Officer

Planning Regeneration  
Regeneration, Planning & Housing Services  
London Borough of Hammersmith & Fulham  
T: 020 8753 [REDACTED] | M: 07717 [REDACTED] | E: [REDACTED] [lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)  
Regeneration, Planning & Housing Services Lead Director: Jo Rowlands

---

**From:** [REDACTED] <[REDACTED]@geraldeve.com>  
**Sent:** Wednesday, December 20, 2017 4:55:52 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith summerskill house and WMC

Can we confirm this meeting please.

Many thanks

[REDACTED]  
Senior Associate  
Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)  
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**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 20 December 2017 15:57  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith summerskill house and WMC

Hi [REDACTED]

Sorry for the delay. I could do Friday 12<sup>th</sup> January at 12pm?

Thanks,

[REDACTED]

---

**From:** [REDACTED] [mailto:[REDACTED]@geraldeve.com]  
**Sent:** 20 December 2017 15:55  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: Edith summerskill house and WMC

Hi [REDACTED]

[REDACTED]

Are you able to offer any dates for the second week of January please. As I mentioned below – Fridays are a better day in terms of diary management.

Many thanks

██████████ ██████████  
Senior Associate

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Mob. +44 (0)7950 ██████████

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**From:** ██████████ ██████████

**Sent:** 19 December 2017 11:10

**To:** ██████████ ██████████

**Cc:** ██████████ ██████████ H&F'

**Subject:** RE: Edith summerskill house and WMC

██████████

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Many thanks

██████████ ██████████  
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Tel. +44 (0)20 ██████████

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**From:** ██████████ ██████████ [<mailto:██████████@london.gov.uk>]

**Sent:** 18 December 2017 18:04

**To:** ██████████ ██████████

**Cc:** ██████████ ██████████ H&F'

**Subject:** RE: Edith summerskill house and WMC

Hi ██████████

I could do the following dates:

Wednesday 3<sup>rd</sup> January at 2pm

Friday 5<sup>th</sup> January at 10am

Tuesday 9<sup>th</sup> January at 4pm

Do any of these dates work for you?

Thanks,

██████████

██████████ ██████████  
**Principal Strategic Planner – Development & Projects**

GREATERLONDONAUTHORITY, City Hall, The Queen's Walk, London, SE1 2AA

---

**From:** [redacted] [redacted] [[mailto:\[redacted\]@geraldeve.com](mailto:[redacted]@geraldeve.com)]

**Sent:** 18 December 2017 14:17

**To:** [redacted] <[\[redacted\]@london.gov.uk](mailto:[redacted]@london.gov.uk)>

**Cc:** [redacted] [lbhf.gov.uk](http://lbhf.gov.uk)

**Subject:** Edith summerskill house and WMC

Hi both

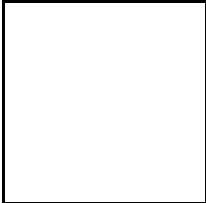
Hope you are well. The JV are now in agreement and would like to present the amended scheme as tabled to LBHF to the GLA. Please can you send potential times and dates to meet please.

Kind regards

[redacted] [redacted]  
Senior Associate  
Tel. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Fax. [+44 \(0\)20 \[redacted\]](tel:+44(0)20[redacted])  
Mob. [+44 \(0\)7950 \[redacted\]](tel:+44(0)7950[redacted])  
[\[redacted\]@geraldeve.com](http://[redacted]@geraldeve.com)

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**From:** [REDACTED] <[REDACTED]@geraldeve.com>  
**Sent:** 11 January 2018 15:14  
**To:** [REDACTED]  
**Cc:** [REDACTED]@lbhf.gov.uk; [REDACTED]  
**Subject:** RE: Watermeadow Court and Edith Summerskill House  
**Attachments:** 180111 GLA Note 2.docx

[REDACTED]

Minor changes to the note attached – now includes percentage of affordable as well.  
Please disregard the first note sent earlier today.

Kind regards

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED]@geraldeve.com

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**From:** [REDACTED]  
**Sent:** 11 January 2018 12:37  
**To:** [REDACTED]@london.gov.uk  
**Cc:** [REDACTED]@lbhf.gov.uk; [REDACTED]  
**Subject:** Watermeadow Court and Edith Summerskill House

[REDACTED]

I have attached a summary note of the proposed amends to WMC and the associated drawings for your information prior to our meeting tomorrow.

Are you able to confirm if [REDACTED] [REDACTED] will be attending please.

Attending will be

[REDACTED] – HFS Developments  
[REDACTED] – HFS Developments  
[REDACTED] – HFS Developments  
[REDACTED] – GE

[REDACTED] [REDACTED] – LBHF Planning

Kind regards

[REDACTED]  
Senior Associate

## Watermeadow Court & Edith Summerskill House Revised Proposal

---

### Summary Note

#### Introduction

1. In response to the comments made in the Mayor of London's Stage 1 Reports for Watermeadow Court (WMC) and Edith Summerskill House (ESH), it is proposed to amend Block A at WMC to change the tenure from private to affordable and also maintain a commuted sum of £6m towards delivery at ESH.
2. The change in tenure of Block A would provide an additional 36 affordable units, 18 of which would be social rent, resulting in no net loss of social rented units across both sites.
3. In total, 351 units are proposed across WMC and ESH (which is a reduction of 1 unit), 169 of which will be affordable (123 social rented and 46 intermediate), which is a provision of 48% affordable housing by unit numbers.

#### Amendments Required

4. In respect of WMC we proposed to make the following changes to the scheme:
  - a) Number of units reduces from 219 to 218;
  - b) The tenure changes to include 36 affordable housing units comprising 18 social rented and 18 intermediate.
  - c) The basement plan changes to reduce the overall size resulting in less car parking.
  - d) The landscaping plan will change to include a dedicated area for Block A
  - e) The proposed commuted sum of £6m is maintained.
5. The above amendments result in the following provision across both ESH and WMC.

Table 1 – Area details for ESH and WMC

	<b>Existing GEA sq m</b>	<b>Proposed GEA sq m</b>
<b>ESH</b>	7090 ( <i>affordable and RTB</i> )	16,262 ( <i>affordable</i> )
<b>WMC</b>	7107.5 ( <i>affordable and RTB</i> )	22,661 ( <i>Market &amp; Affordable</i> )
Total	14,197	38,923

## Watermeadow Court & Edith Summerskill House Revised Proposal

Table 2 – Unit and Tenure details for ESH and WMC

<b>Existing</b>	<b>Social Rented (units)</b>	<b>Intermediate Rent (units)</b>	<b>Private (units)</b>	<b>Total</b>
ESH	61	0	7 (RTB)	68
WMC	62	0	18 (RTB)	80
Total	123	0	25	148
<b>Proposed</b>	<b>Social Rented (units)</b>	<b>Intermediate Rent (units)</b>		<b>Total</b>
ESH	105	28	0	133
WMC	18	18	182	218
Total	123	46	182	351

### Affordable Floorspace Quantum

6. The development at Edith Summerskill House will provide a total of 133 affordable units, 106 social rented units, and 27 intermediate rent.
7. The development at WMC will provide a total of 218 units comprising 182 private market units, 18 intermediate and 18 social rented units.
8. Over both sites as previously occupied, there were 148 units, of these 123 were affordable with the remaining 25 being bought under the Right to Buy scheme.
9. As proposed there are now 169 affordable units, therefore there is an increase of 46 affordable housing units. In terms of tenure there is no loss of social rented affordable units and an increase of 46 intermediate units. Across both Sites the affordable provision is 48% by unit numbers.
10. In terms of floorspace, the total existing affordable floorspace is 14,197 sq m GEA (7,090 sq m GEA at ESH & 7,107.5 sq m GEA at WMC). The total proposed affordable floorspace at ESH is 16,262 sq m GEA and the total affordable floorspace at WMC is 3,026 sq m GEA. Overall there is a total of 19,288 sq m GEA of affordable floorspace resulting in an uplift of 5,091 sq m GEA.



[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@geraldeve.com>  
**Sent:** 26 January 2018 10:37  
**To:** [REDACTED]  
**Subject:** RE: ESH and WMC

[REDACTED]

Are still ok for 12.30 on 1<sup>st</sup> Feb please?

Many thanks

[REDACTED]  
Senior Associate

Tel. +44 (0)20 [REDACTED]  
Fax. +44 (0)20 [REDACTED]  
Mob. +44 (0)7950 [REDACTED]  
[REDACTED] [geraldeve.com](http://geraldeve.com)

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72 Welbeck Street London W1G 0AY  
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**From:** [REDACTED] [mailto:[REDACTED]@london.gov.uk]  
**Sent:** 22 January 2018 14:36  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: ESH and WMC

Hi [REDACTED]

Sorry for the delay in reply. I can offer the following dates for the design meeting:

Friday 26<sup>th</sup> Jan at 10am  
Monday 29<sup>th</sup> Jan at 1pm or 4pm.  
Thursday 1<sup>st</sup> Feb at 12.30

Do any of these work for you?

With regard to the viability meeting, I would like to receive the FVA before arranging a meeting to ensure that we have time to review beforehand. Are you able to send this across?

Thanks,

[REDACTED]  
**Principal Strategic Planner – Development & Projects**

**GREATERLONDONAUTHORITY**, City Hall, The Queen's Walk, London, SE1 2AA  
Phone: 020 7983 [REDACTED] [london.gov.uk](http://london.gov.uk) | [www.london.gov.uk](http://www.london.gov.uk)

---

**From:** [redacted] [mailto:[redacted]@geraldeve.com]  
**Sent:** 18 January 2018 14:35  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Cc:** [redacted]@lbhf.gov.uk  
**Subject:** ESH and WMC

Hi [redacted]

Are you able to offer us some times and dates to come present the design rationale on ESH please to your key design officers and separately to meet with the viability team please.

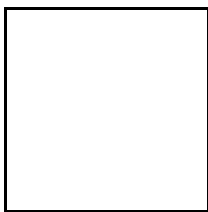
Kind regards

[redacted]  
Senior Associate

Tel. +44 (0)20 [redacted]  
Fax. +44 (0)20 [redacted]  
Mob. +44 (0)7950 [redacted]  
[redacted]@geraldeve.com

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**From:** [REDACTED]  
**Sent:** 19 June 2018 11:12  
**To:** [REDACTED] H&F'  
**Subject:** RE: Watermeadow Court - Updated response to the GLA

Hi [REDACTED]

Sorry for the delay – we only managed to schedule in time with James this morning.

Both Deputy Mayors were content to go with scenario 1, providing 27 social rent units and 9 intermediate units in Watermeadow Court.

On Edith Summerskill House, can we make absolutely certain that stringent fire safety measures will be incorporated? Also, is it intended for there to be a concierge in this building to help with management?

Kind regards,

---

**From:** [REDACTED] H&F [mailto:[REDACTED]@lbhf.gov.uk]  
**Sent:** 08 June 2018 18:41  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** Watermeadow Court - Updated response to the GLA

Hi [REDACTED]

Please find attached, as requested, an updated affordable viability note which now includes a 2nd scenario which analyses the potential of using the £2.2m to provide additional intermediate housing in plot B. The applicant has undertaken this as a financial exercise and delivers around 4 additional units (40 in total vs 36) of intermediate. I attach this note plus the 3 supporting appraisals:

1. Base appraisal agreed with GLA including £2.2m as a commuted sum
2. £2.2m used to provide 9 additional Social Rent units (total 36 units at 27 SR, 9 inter)
3. £2.2m used to provide 4 additional Intermediate units (total 40 units at 18 SR and 22 inter)

Please note, for the second scenario the applicant would want to review the design & concept with a Housing Association as they have a number of practical & management concerns.

As before, the council's preference is scenario 1 whereby a further 9 social rented affordable units are delivered as part of the 36. It is our position that this delivers a greater benefit to borough residents than a maximum of 4 intermediate units that would be subject to further design and RP testing.

At Scenario 1 WMC and Edith deliver over 48% affordable housing, the vast majority of which is social rent. This not only delivers significant regeneration benefits by bringing these sites back into use, but also maximises the sites' potential to deliver high quality development and genuinely affordable housing.

We'd really appreciate a response by the end of Monday on this being acceptable and WMC and Edith being able to move forward as we will need to go ahead with re-consultation on WMC for a July committee.

Many thanks, have a good weekend



Strategic Applications Lead Officer | Planning Regeneration

**London Borough of Hammersmith & Fulham**

T: 020 8753 [REDACTED] | M: 07717 [REDACTED] | E: [REDACTED]@lbhf.gov.uk

Strategic Director of Growth and Place: Jo Rowlands

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[REDACTED]

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**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 26 April 2019 16:28  
**To:** [REDACTED]  
**Cc:** [REDACTED] H&F  
**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [REDACTED]  
Further to the email, could we have an update on the review mechanism etc? referring this for Stage 2 is becoming increasingly urgent  
Thanks

[REDACTED]  
[REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]

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[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

---

**From:** [REDACTED] H&F  
**Sent:** 25 April 2019 15:35  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [REDACTED]  
At present the £6m is required to be paid toward the delivery of ESH on or before 50% occupation of the market units at Watermeadow.

Both sites are being delivered by a joint venture between the council and Stanhope as landowner and developer.

Watermeadow is being developed by Stanhope, who will inherit the title from the council through the conditional land sale agreement as demonstrated through a confirmatory deed in the s106. Edith Summerskill will be developed, however, by Peabody who will inherit the title through the cascade in the CLSA and will be demonstrated through the confirmatory deed in that respective agreement. The CLSA contains clauses that allow the council to step in should delivery be delayed.

As such the mechanism you are requesting would require the imposition of a legal restriction preventing Stanhope delivering their development until Peabody finish theirs. This is not a situation Stanhope, or even Peabody due to the resulting exposure, would be able to sign up to and I cannot see such a restriction as being deliverable.

As such we are comfortable that the £6m is securing the delivery of affordable at Edith Summerskill – which is 100% affordable and given the design means both tenures would be delivered – and preventing full occupation at Watermeadow until this is made. Both schemes are effectively underway with Edith being demolished and the land agreements give the council powers to step in if required.

Thanks

[REDACTED]  
[REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
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07717 [REDACTED]

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[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>

**Sent:** 18 April 2019 16:51

**To:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>; [REDACTED] <[REDACTED]@london.gov.uk>

**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>

**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [REDACTED]

Thanks for sending these draft s106 agreements. I'll discuss with [REDACTED] and confirm with you shortly that the late stage review clauses now reflect our discussions.

However, there is the issue of the link between the applications, which I was expecting to be included in the S106 but I can't find reference to this. My Stage 1 report confirmed:

"As the affordable housing in Edith Summerskill House must be delivered to provide replacement affordable housing for Watermeadow Court, the two applications must be robustly linked by legal agreement to ensure the delivery of affordable housing. Full details and final wording of this link in the s106 agreement must be further discussed and agreed with GLA officers."

At the moment, I can't see any mechanism in the S106 to ensure the delivery of affordable housing at ESH prior to full occupation of WMC. As stated at Stage 1, we must be in a position to demonstrate that the affordable housing lost at WMC will be fully replaced, and that this replacement is robustly secured and delivered.

There are 62 existing SR units at WMC. 27 SR units would now be provided on site, which leaves 35 SR units to be replaced. Whilst we could make the argument that the £6m PiL can contribute towards the replacement affordable housing, the last information I had was that the £6m equates to 32 units at ESH, and there is no guarantee that this money would be used to create social rent units, as opposed to another form of affordable housing (or even that it would be spent at ESH). Even if we take into account the £6m PiL, then, the delivery of the replacement social rented accommodation at WMC is not fully secured unless there is a mechanism to link the two applications.

Could you let me know how this is going to be secured?

Many thanks,

[REDACTED]

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>

**Sent:** 12 April 2019 17:49

**To:** [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@london.gov.uk>

**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>

**Subject:** Edith Summerskill and Watermeadow Court s106

Hi both

As agreed at our meeting on the above attached are the final drafts for your consideration before referral for stage 2. These have been agreed in full by LBHF and the applicant.

I'd appreciate an early response and am happy to discuss, we would like to refer a soon as possible.

I am on leave next week but [REDACTED] can be contacted on any matters.

Many thanks

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 09 May 2019 13:21  
**To:** [REDACTED] H&F  
**Cc:** [REDACTED] H&F; John Finlayson  
**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [REDACTED]

Yes, happy to meet. [REDACTED], but John and I could do 10am on Thursday 16<sup>th</sup> if that works for you and Stanhope?

Thanks,

[REDACTED]

[REDACTED] [REDACTED]

**Team Leader, Development Management**  
GREATERLONDONAUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7983 [REDACTED]  
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[REDACTED] [london.gov.uk](http://london.gov.uk)

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 09 May 2019 10:26  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>; John Finlayson <[REDACTED]@london.gov.uk>  
**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [REDACTED]

I think the best way forward on this is to have a meeting with everyone present and hopefully come to an agreement. Can I suggest a meeting next week at Stanhope's offices at Tottenham Court Road?

We have availability Mon 13th: 9.30-11 or Weds 15th: 10-1

If you can let me know I will get Stanhope to send out invites.

Many thanks

[REDACTED]

[REDACTED] [REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]

[redacted] [lbhf.gov.uk](http://lbhf.gov.uk)

[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

---

**From:** [redacted] <[redacted]@london.gov.uk>

**Sent:** 29 April 2019 17:11

**To:** [redacted] H&F <[redacted]@lbhf.gov.uk>

**Cc:** [redacted] H&F <[redacted]@lbhf.gov.uk>

**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [redacted]

Thanks for your response below.

### Link

Unfortunately I still don't see how we can support the principle of the development without a formal link between the two applications, which we highlighted as being a requirement at Stage 1 and in subsequent meetings where we agreed the way forward. The two applications were submitted concurrently as a "twin-tracked" approach to affordable housing delivery, with ESH providing replacement affordable housing for WMC. Our support for the applications is dependent on us being able to guarantee through the planning process that the affordable housing lost at Watermeadow Court will be fully reprovided and delivered in a defined development.

Currently, the S106 does not require the £6m PiL to be spent on ESH, as it allows it to be spent "elsewhere in the Council's area". This means that the basis for equating the PiL to affordable units could be wrong, as £6m may deliver fewer than 32 units at other developments. In any case, as I said in my last email, we can't say that the planning applications deliver the re-provision of affordable housing as required by policy if the planning permission for WMC doesn't include a clear and robust mechanism for replacing the affordable housing in another development. The CLSA is separate from the planning process and cannot be used as a guarantee that the planning application will deliver a policy compliant scheme.

I am unsure about the relative timings of the two developments, but requiring the payment of the £6m upon occupation of 50% of the market units at WMC would seem to be several years down the line, and one might expect ESH to be complete by then. This seems to further undermine the idea that the PiL will deliver replacement affordable housing at ESH.

We could get more certainty on delivery if the £6m payment is required up-front, on commencement of WMC, and it is required that the PiL is spent specifically on ESH. Even then, though, there is still the issue that the PiL equates to 32 units and therefore doesn't fully reprovide the affordable housing at WMC – the WMC application therefore has to somehow guarantee the delivery of the entire ESH development in order to do this.

### Other comments

Moving on to some other comments on the s106... I previously sent you our s106 template which I attach again and refer to below:

- Definition of "Affordable housing" (Schedule 5): This should reflect the definition in the attached template.
- Definition of "Registered Provider" (Schedule 5): This should be amended to reflect the definition of "Affordable Housing Provider" in the attached template.
- Given the S106 contains an option for any surplus to contribute to the addition of affordable housing on-site, the S106 still needs to include a definition of "Additional Affordable Housing Scheme".



- . Definition of “Application Stage Build Costs” (Schedule 6): Can you confirm where this amount has been derived from?
- . Definition of “Cap” (Schedule 6): This isn’t quite fit for purpose given the 106 allows for any surplus identified to contribute to additional affordable housing on-site.
- . Definition of “E” and “F” under definition of “Cap” (Schedule 6): Can you confirm how these hab room figures have been derived? Is it dependent on the PiL equating to 32 units?
- . Schedule 6, para 1.2.2: This paragraph is too vague and should be deleted. The commencement period accounts for reasonable timescales associated with discharging of conditions.
- . Definition of “Commencement”: This is not an appropriate definition and does not prevent a notional commencement to avoid a review. A new definition should be formed with reference to the definition of “substantial implementation” within the attached template. The definition should be one that incentivises meaningful commencement.

I await your further response on the above issues.

Kind regards,

[REDACTED]

[REDACTED] [REDACTED]

**Team Leader, Development Management**  
GREATERLONDONAUTHORITY  
City Hall, The Queen’s Walk, London SE1 2AA  
020 7983 [REDACTED]  
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[REDACTED] [london.gov.uk](http://london.gov.uk)

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**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 25 April 2019 15:35  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi [REDACTED]

At present the £6m is required to be paid toward the delivery of ESH on or before 50% occupation of the market units at Watermeadow.

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As such the mechanism you are requesting would require the imposition of a legal restriction preventing Stanhope delivering their development until Peabody finish theirs. This is not a situation Stanhope, or even Peabody due to the resulting exposure, would be able to sign up to and I cannot see such a restriction as being deliverable.

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Thanks

██████████

██████████ ██████████

Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
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██████████ [lbhf.gov.uk](mailto:lbhf.gov.uk)

[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

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**From:** ██████████ ██████████ <██████████@london.gov.uk>

**Sent:** 18 April 2019 16:51

**To:** ██████████ ██████████ H&F <██████████@lbhf.gov.uk>; ██████████ ██████████ <██████████@london.gov.uk>

**Cc:** ██████████ ██████████ H&F <██████████@lbhf.gov.uk>

**Subject:** RE: Edith Summerskill and Watermeadow Court s106

Hi ██████████

Thanks for sending these draft s106 agreements. I'll discuss with ██████████ and confirm with you shortly that the late stage review clauses now reflect our discussions.

However, there is the issue of the link between the applications, which I was expecting to be included in the S106 but I can't find reference to this. My Stage 1 report confirmed:

“As the affordable housing in Edith Summerskill House must be delivered to provide replacement affordable housing for Watermeadow Court, the two applications must be robustly linked by legal agreement to ensure the delivery of affordable housing. Full details and final wording of this link in the s106 agreement must be further discussed and agreed with GLA officers.”

At the moment, I can't see any mechanism in the S106 to ensure the delivery of affordable housing at ESH prior to full occupation of WMC. As stated at Stage 1, we must be in a position to demonstrate that the affordable housing lost at WMC will be fully replaced, and that this replacement is robustly secured and delivered.

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Could you let me know how this is going to be secured?

Many thanks,

[REDACTED]

---

**From:** [REDACTED] H&F <[REDACTED][lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)>  
**Sent:** 12 April 2019 17:49  
**To:** [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Cc:** [REDACTED] H&F <[REDACTED][lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)>  
**Subject:** Edith Summerskill and Watermeadow Court s106

Hi both

As agreed at our meeting on the above attached are the final drafts for your consideration before referral for stage 2. These have been agreed in full by LBHF and the applicant.

I'd appreciate an early response and am happy to discuss, we would like to refer a soon as possible.

I am on leave next week but [REDACTED] can be contacted on any matters.

Many thanks

[REDACTED]

[REDACTED] [REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]  
[REDACTED][lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)  
Strategic Director of The Economy: Jo Rowlands

[REDACTED]

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 15 May 2019 17:35  
**To:** John Finlayson; [REDACTED]  
**Subject:** Edith and Watermeadow Agenda 16th May GLA  
**Attachments:** Agenda 16th May GLA.docx

Hi  
Please find the agenda for tomorrow attached. DS2 have not been invited on the assumption your viability officers will not be present, if this is wrong could you let me know  
Thanks

[REDACTED]  
[REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]

[REDACTED] [lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)

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Strategic Director of The Economy: Jo Rowlands

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## AGENDA

<b>Subject</b>	Watermeadow Court & Edith Summerskill House
<b>Date</b>	16 May 2019 at 10.00am
<b>Venue</b>	Stanhope plc, 100 New Oxford Street
<b>Attendees</b>	[REDACTED] Stanhope/HFS [REDACTED] LBHF/HFS [REDACTED] [REDACTED] LBHF Planning John Finlayson, [REDACTED] [REDACTED] GLA

1. Current position & S106 drafting

- 36 affordable units (27 social rented/9 intermediate); and
- A £6m PiL (which equates to 32 social rented units at ESH) towards ESH (or other affordable sites in the borough) to be paid prior to occupation of more than 50% of the market units; and
- No more than 75% of the market units can be occupied without having first practically completed the 36 affordable housing units on site.

The GLA have expressed concern that the current proposal does not provide certainty that the 62 (existing) social rented units will be provided, nor is there sufficient linkage to ESH.

2. Implications of formal linkage between the two sites

- Environmental Impact Assessment
- Fettering of development timescales and delay to delivery of Watermeadow Court

3. Property structure at Edith Summerskill House

Conditional development agreement to be exchanged imminently between HFS and Peabody. Final condition to be satisfied is planning.

4. Review of Linkage options available

5. Outstanding viability points

6. Any other business

**From:** [redacted] H&F <[redacted]@lbhf.gov.uk>  
**Sent:** 20 May 2019 20:07  
**To:** John Finlayson; [redacted]  
**Subject:** Watermeadow and Edith Comments  
**Attachments:** WMC ESH Options Post GLA Meeting(2431298.1).docx; 201905 PC ESH WMC Handout.pdf

Hi both

As agreed please see the attached overview for the sites, apologies for the delay. The preferred route forward is Option 1.

Under Option 2 bringing forward the payment to commencement at WMC incurs a substantial interest cost (plus profit) of £700k, which the project is not able to bear. In addition having looked at the programme for both WMC and ESH, if permission is granted shortly, ESH will start on site in Q4 2019, which will satisfy the linkage requirement for Option 1. For these two reasons Option 1 is the preferred choice.

Option 1 caters for payment of the £6m before any occupation at WMC. This is a change from the current S106 which allows up to 50% occupation before payment and for up to 75% of market units to be occupied before the 36 affordable units are PC'd.

#### Viability

In response to some of the viability comments sent, please see below and attached. The housing specific comments will follow.

*Definition of "Application Stage Build Costs" (Schedule 6): Can you confirm where this amount has been derived from?*

The Application Stage Build Cost of £82,795,000 referred to in the draft s106 has been extracted from the agreed affordable housing viability appraisal (attached). This is made up of:

- Construction costs - £75,067,000
- Contingency - £3,753,350
- Decontamination allowance - £3,975,000

*Definition of "Cap" (Schedule 6): This isn't quite fit for purpose given the 106 allows for any surplus identified to contribute to additional affordable housing on-site.*

DS2 are not clear on this, having been asked to provide a bespoke formula that is as close to the GLA formula as possible, and which enables the £6m affordable housing payment to be captured. The only deviation from the GLA formula is the fixing of the definition of E and F in regards to the Early Stage Review to enable the £6m payment to be captured.

This is explained in the DS2 letter dated 21st March (see attached)

*Definition of "E" and "F" under definition of "Cap" (Schedule 6): Can you confirm how these hab room figures have been derived? Is it dependent on the PiL equating to 32 units?*

See letter dated 21st March attached. This is dependent on the PiL equating to 32 units.

Thanks

[redacted]  
[redacted]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [redacted]

[redacted] [lbhf.gov.uk](mailto:[redacted]@lbhf.gov.uk)  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

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# STANHOPE

## HFS Developments : ESH & WMC Linkage Options

Option	Description	Comments
1	<p>Commit that the £6m PiL can only be used to provide social rented units at ESH with a cascade mechanism to default to other unconsented sites in the H&amp;F Framework.</p> <p>Create a planning linkage whereby the occupation of market sale units at WMC will be restricted until there is commencement of works at ESH, or at such other nominated site within the H&amp;F Framework (to enable the £6m PiL to be directed to the replacement social rented units).</p> <p>Create a planning linkage whereby the occupation of more than 50% of the market sale units at WMC will be restricted until 100% of the affordable units at WMC are complete.</p>	<p>The cascade is important to ensure that the replacement social rented units are still provided within the Borough in the event ESH is not constructed.</p>
2	<p>Commit that the £6m PiL can only be used to provide social rented units at ESH with a cascade mechanism to default to other unconsented sites in the H&amp;F Framework.</p> <p>The payment of the £6m PiL to be made on substantial commencement on site at WMC.</p> <p>Create a planning linkage whereby the occupation of more than 50% of the market sale units at WMC will be restricted until 100% of the affordable units at WMC are complete.</p>	<p>The cascade is important to ensure that the additional social rented units are still provided within the Borough in the event ESH is not constructed.</p> <p>The definition of substantial commencement is proposed to be up to first floor slab.</p>



# Watermeadow Court & Edith Summerskill House

## Briefing note for the GLA



### Edith Summerskill House

- 61 social rent units existing (68 affordable in total)
- 133 affordable residential units proposed
- 79% social rent
- Additional 72 affordable units
- Additional 9,172 m<sup>2</sup> GEA affordable provision

### Watermeadow Court

- 62 social rent (5,500 m<sup>2</sup>) existing (80 affordable in total)
- 218 residential units proposed including 36 affordable and 182 market sale
- 27 social rent (2,300 m<sup>2</sup>) and 9 intermediate on site
- £6m PIL towards delivery of social rented units at ESH (4,270 m<sup>2</sup>) or elsewhere in the Borough under the AH Framework



### Combined - 50% affordable

- 123 social rent existing
- 132 social rent (78% of total provision) proposed
- 6,600 m<sup>2</sup> social rent through on site and PIL at WMC, a 20% increase
- Additional 3,444 m<sup>2</sup> GEA floor space of social rent
- Additional 46 Affordable Units (of which 9 social rent)
- Additional 203 residential units (24,393 m<sup>2</sup> GEA)



[REDACTED]

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 21 June 2019 14:51  
**To:** [REDACTED]  
**Subject:** Watermeadow Court and Edith SH s106  
**Attachments:** WMC GLA 209 June.docx; Edith Summerskill - GLA 20 June.docx

Hi [REDACTED]  
Could you have a quick look at the key parts of the draft agreements as they are now final before we refer at some point next week?  
Would be really helpful for a quick view on any key points  
Thanks

[REDACTED]  
[REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
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Strategic Director of The Economy: Jo Rowlands

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**HSF DRAFT: 12 APRIL 2019**

THIS AGREEMENT IS MADE BY DEED ON

2018

BETWEEN:

**THE COUNCIL**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM of Town Hall, King Street,  
Hammersmith, London, W6 9JU.

and

**THE DEVELOPER**

HFS DEVELOPMENTS 2 Limited of 2<sup>nd</sup> Floor 100 New Oxford  
Street London, WC1A 1HB a company registered in England  
under registration number 10286958.

**1. BACKGROUND**

- 1.1 The Council is the local planning authority for the purposes of the Act and the highway authority for the purposes of the 1980 Act for the area in which the Site is situated.
- 1.2 The Council is registered at H.M. Land Registry as proprietor of the Site with freehold title absolute under title number NGL254522.
- 1.3 The Developer has entered into an agreement for sale dated 28 March 2014 with the Council to purchase the Site.
- 1.4 The Developer has submitted the Planning Application to the Council and the Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS**

In this Agreement the following expressions shall have the meanings indicated:

"the 1980 Act" means the Highways Act 1980 (as amended);

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"the Act"	means the Town and Country Planning Act 1990 (as amended);
"Borough"	means the area comprising the London Borough of Hammersmith and Fulham;
"Commencement"	means the date upon which any material operation (as that expression is defined in section 56 of the Act) comprised in the Development has begun to be carried out, except for any Preparatory Works, which shall not individually or together constitute Commencement, and "Commence" and cognate expressions shall be construed accordingly;
"Confirmatory Deed"	means a Deed (a draft of which is appended hereto at Appendix 4) to be entered into by all of the parties with an interest in the Site (excluding future tenants or occupiers of individual Dwellings, mortgagees and chargees of the Site and persons deriving title from them) for the purposes of section 106 of the Act which confirms that the obligations contained in this Agreement shall also bind their interest in any part of the Site acquired from the Council after the date of this Agreement;
"Development"	means the development of the Site in accordance with the Planning Permission;
"Director of Transport <del>and</del> Highways <del>and</del> <u>Leisure and Parks</u> "	means the Council's Director of Transport and Highways or such other officer whose designation has been notified to the Developer in writing;
"Dwelling"	means any dwelling which is to be created on the Site pursuant to the Planning Permission for residential use;
"Head of Development Management"	means the Council's Head of Development Management or such other officer whose

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designation has been notified to the Developer in writing;

"Indexed"

means adjusted in accordance with the Retail Price Index ("RPI") by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Agreement and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure;

"Occupation"

means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly;

"Plan 1"

means the plan annexed hereto and marked "Plan 1" showing the Site edged red;

"Plan 2"

means the plan annexed hereto and marked "Plan 2" showing the Highways Works;

"Plan 3"

means the plan annexed hereto and marked "Plan 3" showing the Wheelchair Units;

"Plan 4"

the plan annexed hereto and marked "Plan 4" showing the Intermediate Units;

"Plan 5"

the plan annexed hereto and marked "Plan 5" showing the Social Rented Units;

"Planning Application"

means an application for planning permission allocated statutory registration no 2017/01849/FUL for the erection of a 20 storey tower (plus plant) with a single storey basement and ground floor

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mezzanine at a maximum height of approximately 80.27m AOD, comprising 133 residential (Class C3) units up to a maximum of approximately 16,262 m2 (GEA); ancillary community use at ground floor level; hard and soft landscaping and associated works in accordance with approved drawings;

"Planning Permission"

means planning permission subject to conditions to be granted by the Council granted pursuant to the Planning Application;

"Practical Completion"

means completion save in minor respects so that the Development or part of the Development (as the case may be) can be used and can operate in the manner permitted by the Planning Permission and "Practically Complete" shall be construed accordingly;

"Preparatory Works"

means any or a combination of the following:

(a) demolition;

(b) Site clearance;

(c) the provision of infrastructure boreholes permitted by the Town and Country Planning (General Permitted Development) Order 1995 or any amendment or replacement thereof;

(d) the provision of underground drainage and sewers and the laying and diversion of other services and service media;

(e) construction of temporary accesses and/or highway works to facilitate the carrying out of the Development;

(f) archaeological investigations and digs;

(g) ecological surveys, investigations or assessments;

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(h) remediation and decontamination works;

(i) Site preparation;

(j) the construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of Site security), erection of temporary facilities for security personnel and the erection of security cameras;

(k) interim landscaping works; and

(l) works and operations to enable any of the foregoing to take place;

"Reasonable Endeavours"

means that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation to the standard of that required of the relevant Party and by the expenditure of such effort or sums of money and the pursuance of such reasonable avenues that are available and engagement of such professional or other advisers as in each case in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect PROVIDED THAT this shall not require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile;

"Site"

means land known as Edith Summerskill House, London, SW6 7TD shown for the purposes of identification only edged in red on Plan 1;

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

**3. INTERPRETATION**

- 3.1 Headings appearing in this Agreement are for ease of reference only and shall not affect its construction.
- 3.2 References to clauses, sub-clauses, paragraphs, sub-paragraphs and schedules are references to those contained in this Agreement.
- 3.3 References to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending re-enacting or made under the same.
- 3.4 Where the context permits, words importing the singular will include the plural and vice versa and words importing gender will include all other genders.
- 3.5 Any obligation of the Developer contained or implied in this Agreement which is or may be deemed to be an obligation of more than one person shall be a joint and several obligation on the part of those persons.
- 3.6 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity.
- 3.7 No person shall be liable for breach of any provision contained in this Agreement after having parted with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to the liability of such person for any subsisting breach of this Agreement prior to the parting with such interest.
- 3.8 No waiver (whether express or implied) by the Council of any breach or default by the Developer or any person deriving title from them in complying with any provision of this Agreement shall constitute a continuing waiver or be taken to waive any subsequent breach by any party.

**4. STATUTORY AUTHORITY**

- 4.1 This Agreement is made under section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 16 of the Greater London Council

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(General Powers) Act 1974, section 38 and 278 of the 1980 Act and any other enabling provisions.

- 4.2. Each covenant in this Agreement is a planning obligation for the purposes of section 106 of the Act enforceable by the Council against the Developer and any person deriving title in the Site or any part of it from the Developer.

**5. THE DEVELOPER'S COVENANTS**

- 5.1 The Developer covenants with the Council to comply with and perform the obligations imposed upon the Developer in Schedules 1, 2, 3, 4, 5, 6 and 7.

**6. THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Developer to comply with and perform the obligations imposed upon the Council in Schedule 8.

**7. MISCELLANEOUS**

- 7.1 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

- 7.2 This Agreement shall be registrable as a local land charge by the Council.

- 7.3 Following a written request, the Council will within a reasonable time confirm whether the obligations contained in this Agreement have been performed and satisfied. If the Council is satisfied that all of the obligations have been fulfilled, it shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

- 7.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

- 7.6 Nothing contained or implied in this Agreement shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.

**8. INTEREST ON LATE PAYMENT**



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8.1 If the sums payable to the Council pursuant to this Agreement are not paid on the date provided for payment, interest shall bear on such sum at a rate (after as well as before any judgment) equal to four percent per annum above the National Westminster Bank PLC base rate prevailing from time to time and from the due date of payment to the actual date of payment.

**9. VAT**

9.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

**10. EFFECT OF THE AGREEMENT**

10.1 This Agreement is conditional upon the grant of the Planning Permission.

10.2 None of the provisions set out in Schedules 1 to 7 to this Agreement will have operative effect unless and until the Planning Permission has been Commenced.

**Commented [HSF1]:** To be amended when provisions finalised—there are various obligations that will need to have effect prior to Commencement

10.3 This Agreement shall not be enforced against tenants of any part of the Development with the benefit of leases for their own occupation or for the occupation of sub-tenants (or any person or mortgagee claiming through or under such person) save in respect of the covenants relating to compliance with the Travel Plan which shall be so binding on occupiers, lessees, tenants and sub-tenants who are in actual Occupation of the Development.

10.4 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

10.5 None of the covenants contained in this Agreement on the part of the Developer shall be enforced against statutory undertakers, services utility companies or providers that shall acquire an interest in the Site for the purpose of providing the supply of electricity, gas, water, drainage, telecommunication services or public transport services to or for the benefit of the Development.

10.6 If the Planning Permission is quashed or is revoked or otherwise withdrawn, or (without the consent of the Developer) it is modified by any statutory procedure or expires before the Commencement of Development, this Agreement shall cease to have effect.

SCHEDULE 1

The Developer covenants with the Council as follows:

**1. TITLE**

- 1.1 That no person other than the parties to this Agreement has any interest in the Site for the purposes of section 106 of the Act.
- 1.2 Not to Commence the Development until such time as the Confirmatory Deed has been entered into in relation to the Development.

**Commented [HSF2]:** HSF note: update prior to completion as necessary

**2. COUNCIL'S EXPENSES**

- 2.1 To pay the Council's legal expenses incurred in the preparation of this Agreement.
- 2.2 Not to Commence the Development unless the Developer has paid to the Council its monitoring expenses in the sum of £5,000 (five thousand pounds) Indexed in respect of the Council's monitoring of the Developer's performance of obligations contained in this Agreement.

**3. NOTIFICATION REQUIREMENTS**

- 3.1 To notify the Head of Development Management in writing quoting reference number 2017/01849/FUL:
  - 3.1.1 not less than 7 days before Commencement of the Development and not to Commence the Development unless at least 7 days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management;
  - 3.1.2 not less than 7 days before the first Occupation of the Development and not to Occupy or permit or allow Occupation of the Development unless at least 7 days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management; and
  - 3.1.3 before any change in ownership of the Site or part of the Site takes place (other than in respect of any individual Dwelling), such notification to include a plan showing the location of the transfer, details of transferor and transferee with contact addresses and registered company addresses if appropriate, and not to

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effect any such change in ownership until the notice of this transfer has been served upon the Head of Development Management.

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**SCHEDULE 2**

**ENVIRONMENTAL, SOCIAL AND ECONOMIC CONTRIBUTIONS**

**1. DEFINITIONS**

"Carbon Offset Contribution"	means the sum of £246,900.00 (two hundred and forty six thousand nine hundred pounds) Indexed (subject to paragraph 3.2 of this Schedule 2) to be paid to the Council by the Developer to account for the shortfall in terms of meeting the London Plan's carbon saving target against Part L 2013;
"Revised Energy Strategy"	means a document which shall outline measures that shall be implemented in respect of the Development in meeting the London Plan 35% carbon dioxide reduction target in accordance with the relevant London Plan policies in force as at the date of submission of the strategy; and
"Public Realm Contribution"	means the sum of £50,000.00 (fifty thousand pounds) Indexed to be paid to the Council by the Developer and put towards improving the public realm in the vicinity of the Site.

**The Developer covenants with the Council as follows:-**

**2. PUBLIC REALM CONTRIBUTION**

- 2.1 Not to Commence the Development unless the Public Realm Contribution has been paid to the Council.

**3. CARBON OFFSET CONTRIBUTION**

- 3.1 Not to Occupy (or cause or permit Occupation of) any Dwelling of the Development until the Carbon Offset Contribution has been paid to the Council.
- 3.2 For the avoidance of doubt in the event that the approved Revised Energy Strategy demonstrates that the Carbon Offset Contribution should be reduced or increased then that

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figure shall replace the figure included within the definition of the Carbon Offset Contribution above subject to the agreement in writing from the Council.

### SCHEDULE 3

#### HIGHWAYS AND TRANSPORT INFRASTRUCTURE OBLIGATIONS AND CONTRIBUTIONS

##### 1. DEFINITIONS

"Highways Works" means the highways works to be carried out by the Council as shown indicatively on Plan 2 and described in Appendix 1 and subject to the final agreement with the Council; and

"Highways Works Agreement" means an agreement between the Owner and the Council as the Highway Authority pursuant to sections ~~38, 72 and~~ 278 of the Highways Act 1980 as amended and any other relevant enabling powers for securing the carrying out of the Highway Works by the Council ~~under which the Owner covenants to pay to the Council the Estimated Highways Payment~~

~~"Initial Highways Payment " A sum of £5,000 (five thousand pounds) equivalent to the anticipated total reasonable costs of the design and feasibility assessment undertaken by the Council of the Highways Works; as reasonably estimated by the Director of Transport and Highways taking into account each of the elements specified in paragraph 3.1 below means the reasonable and proper costs of the Highways Works to be paid to the Council by the Developer and put towards the implementation and completion of the Highways Works.~~

The Developer covenants with the Council as follows:-

## **1.2. HIGHWAYS WORKS**

~~1.1 The Developer to provide to the Council the Developer's indicative development timetable prior to Commencement and thereafter provide updated indicative development timetables to the Council as soon as reasonably practicable following a material change to the development timetable.~~

~~2.1 Unless otherwise agreed the Developer and the Council (both parties acting reasonably) shall enter into the Highways Works Agreement on or before Commencement~~  
~~Within 28 days of Commencement of Development to pay the Initial Highways Payment to the Council.~~

~~1.2 The Council will use Reasonable Endeavours to carry out the Highways Works by a date which will enable the Development to be Occupied in accordance with the Developer's development timetable.~~

~~Not to Occupy Commence or permit Occupation Commencement of any part of the Development until the Highways Works Agreement has been entered into unless otherwise agreed in writing and the Initial Estimated Highways Payment Highways Works Contribution has been paid.~~

## **2.2**

## **3. ESTIMATED HIGHWAYS PAYMENT**

~~3.1.1 Within 28 days of Commencement of Development to pay the Estimated Highways Payment to the Council in respect of the following elements:~~

- ~~a) The total costs of any reasonable required alteration to statutory undertakers plant and equipment necessitated by the Highways Works; and~~
- ~~b) Any taxes properly payable by the Council in respect of the Highways Works; and~~
- ~~c) The total costs reasonably incurred by the Council in designing, specifying, estimating the cost of, administering, inspecting and supervising the Highways Works; and~~
- ~~d) The total reasonably and properly substantiated material, plant and labour costs of carrying out the Highway Works;~~
- ~~e) The total cost of street furniture and street infrastructure requiring alteration; and~~
- ~~f) The total costs reasonably incurred by the Council in the procedure (including for the avoidance of any doubt the costs involved in any necessary public inquiry) for the making or varying of any traffic management orders necessitated by the Highways Works; and~~
- ~~g) In estimating the cost of the civil works element of the Highway Works~~

~~3.2 If at the completion of the Highways Works (evidenced by the issue by the Director of Transport and Highways of a certificate of substantial completion) and provided that the total reasonable and proper actual costs of the Highways Works have been established such costs shall have exceeded the Estimated Highways Payment the Owner shall within 28 days of written demand~~

pay to the Council the difference between the actual reasonable and proper total costs of the Highway Works and the Estimated Highways Payment (the "Final Highways Payment")

3.3 — In the event that a public inquiry is caused as a result of changes sought to any road traffic regulation order necessitated by the Highway Works the Council shall be entitled to make requests for interim payments from the Owner to cover the ongoing costs of an inquiry such costs to be paid within twenty eight (28) days of receipt of request.

3.4 — Upon the Council giving the Owner prior reasonable notice in writing of its intention to enter the Site for the purpose of carrying out all or part of the Highway Works the Owner shall give to the Council all reasonable and necessary access to enter onto the Site to carry out the Highways Works.



**Schedule 4**  
**Transport Policy**

**1. DEFINITIONS**

“Blue Badge Holder” means the holder of a disabled parking badge issued pursuant to The Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended);

“iTrace” means a centralised software suite designed to monitor and report on the performance of sustainable travel and smarter choices initiatives at workplaces, schools and residential travel plan sites

“Parking Permit” means a permit issued by the Council to a resident of the Borough to permit the parking of a motor vehicle on the highway in the Borough;

“Travel Plan” means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Development (or such part of the Development as the case may be); ~~and~~

“Travel Plan Monitoring Methodology” means I-trace or such other replacement monitoring method relevant at the time of each respective review of the Travel Plan

**The Developer covenants and undertakes with the Council:-**

**2. PARKING PERMIT PROVISIONS**

- 2.1 Not to apply for a Parking Permit or knowingly suffer or permit any occupier of a Dwelling (other than a Blue Badge Holder) to apply for a Parking Permit for any controlled parking zones in the Borough and if such a Parking Permit is issued the Developer covenants on becoming aware of such issue to notify the Council's Head of Development Management in writing immediately thereafter.
- 2.2 That all material utilised for advertising or marketing each and every individual Dwelling within the Development for letting or sale will make it clear to prospective tenants and occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by the Council for any Dwelling.
- 2.3 That each lease, tenancy agreement, licence and any other instrument granting a right to occupy any Dwelling within the Site shall contain a statement that under this Agreement no occupier (other than a Blue Badge Holder) of any Dwelling within the Site will be entitled to apply for or hold a Parking Permit and if issued with such a Parking Permit such occupier shall surrender within 7 days of receipt.

**3. TRAVEL PLAN**

~~3.1 That the Travel Plan shall be compatible with the Travel Plan Monitoring Methodology~~

~~3.23.1~~ To implement and operate the Travel Plan from the date of first Occupation of the Development.

~~That in the event that the Council refuses to approve the Travel Plan, the Owner shall submit a revised Travel Plan for approval under paragraph 3.2 above having taken into account the reasons for refusal given by the Council in that regard.~~

~~3.23.2~~ To review the Travel Plan using the Travel Plan Monitoring Methodology on the first, third and fifth anniversary of the first Occupation of the Development and submit details of each review to the Council within 7 days of completion of the review and to implement and operate any reasonable changes the Council considers appropriate to improve the Travel Plan following such review.

3.43.3 Upon each review of the Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Development to pay to the Council the sum of £3,000 for each review the purposes of reviewing the Travel Plan.

## SCHEDULE 5

### AFFORDABLE HOUSING FOR INTERMEDIATE UNITS AND SOCIAL RENTED UNITS

#### 1. DEFINITIONS

"Affordable Housing"	means Dwellings for rent or sale where the price is discounted so that it can be afforded by persons or families who cannot afford to buy or rent housing generally available to the open market;
"Affordable Housing Unit"	means a housing unit that is an Intermediate Rent Unit or a Social Rented Unit and not a Market Dwelling;
"AWE Index"	Means the Average Weekly Earnings Regular Pay Index published by the Office of National Statistics;
"AWE Indexed"	In relation to the Intermediate Unit Occupier Financial Criterion-, adjusted in accordance with the AWE Index by multiplying in each case the relevant figure by a fraction whose dominator shall be the last AWE Index monthly figure published before the date of this agreement and a numerator equal to the last published AWE Index monthly figure available before the date of entry into the nomination agreement in respect of the Intermediate Units;
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee;
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to

enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.

"Council Housing Allocation Scheme"

means the scheme run by the Council which determines and allocates Affordable Housing and other accommodation to those who are eligible and qualify to be on the Council's Housing Register.

"Council's Housing Register"

means the register maintained by the Council in accordance with the Council's Housing Allocation scheme for those persons eligible for Affordable Housing.

"Date of Deemed Service"

means, in each instance where a Chargee has served a Default Notice under paragraph 4.1.1:

(a) in the case of service by delivery by hand of the Default Notice to the Council's offices during the Council's office hours, the date on which the Default Notice is so delivered; or

(b) in the case of service by using first class registered post to the Council's offices, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise).

"Default Notice"

means a notice in writing served on the Council by the Chargee under paragraph 4.1.1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units.

"Eligible Person"	means any person who at the commencement of their occupancy is in need of an Intermediate Unit and is eligible for an Intermediate Unit in terms of the criteria set out in the definition of Intermediate Occupier;
<u>"Homes England"</u>	means the successor to the Homes and Communities Agency being the non-governmental body corporate under the Housing and Regeneration Act 2008 with the functions of supporting, funding and regulating the provision of Affordable Housing within the administrative area of the Council by a Registered Provider or if superseded, the equivalent body that undertakes the functions of that body;
"H&F Home Buy "	means the organisation that is responsible for all low cost home ownership products in the Borough or any successor organisation or any other body or organisation the Council delegates authority to or nominates;
"H&F Home Buy Register"	means a register compiled and managed by the Council's H & F Home Buy listing those people who have expressed an interest in renting/purchasing Intermediate Units;
"Head of H & F Home Buy"	means the Council's Head of H & F Home Buy or such other officer whose designation has been notified to the Developer in writing;
"Housing Partnerships and Strategy Manager"	means the Council's Housing Partnerships and Strategy Manager or such other officer whose designation has been notified to the Developer in writing;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 4.2 that the Council is

minded to purchase the relevant Affordable Housing Units.

“Intermediate Unit Allocation ”

means the allocation of all the Intermediate Units shall be determined as follows:

(a) a third of the Intermediate Units are affordable to households with gross incomes up to £30,000 (AWE Indexed) taking into consideration the criterion set out in the Intermediate Unit Occupier Financial Criterion;

(b) a third of the Intermediate Units are affordable to households with gross incomes up to £40,000 (AWE Indexed) taking into consideration the criterion set out in the Intermediate Unit Occupier Financial Criterion;

(c) a third of the Intermediate Units are affordable to households with gross incomes up to either £90,000 (where the Intermediate Unit is sold) or £60,000 (where the Intermediate Unit is being rented) taking into consideration the criterion set out in the Intermediate Unit Occupier Financial Criterion

“Intermediate Occupier”

means a person or a couple where one person occupies an Intermediate Unit and is either:

- (a) a resident of the Borough; or
- (b) employed within the Borough; or
- (c) has been formally offered and has formally accepted employment within Borough;

and, in each of the above cases:

- (i) 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

- (ii) satisfies the Intermediate Unit Occupier Financial Criterion for the relevant type of Intermediate Unit.

"Intermediate Units"

means up to 28 Dwellings to be provided as Intermediate Rent Units or London Shared Ownership Units, in accordance with the Intermediate Unit Allocation to Eligible Persons as per the provisions of this Schedule 5; as shown indicatively on Plan 4.7. The mix specified in the table below:

Type	Number of Units
1 bedroom	8
2 bedroom	20

or such other number of units or mix as may be agreed in writing by the Council;

"Intermediate Rent Unit"

Up to 28 Dwellings that may be made available as Affordable Housing to Eligible Persons at a discounted rent in accordance with the provisions of this Schedule 5;

"Intermediate Unit Occupier Financial Criterion"

means the criterion used to calculate the required total gross annual household income of the household of the applicant to Occupy an Intermediate Unit at the date of application for the relevant type of Intermediate Unit.

The calculation of the affordability of the Intermediate Unit shall be determined as follows:

- (a) The total monthly housing cost; shall not exceed 40% of net household income, where net household



income shall not exceed more than 70% of gross household income and;

- (b) In determining the housing costs for Intermediate Rent Units, this shall mean the rent and service charges and;
- (c) In determining the housing costs for London Shared Ownership Units, this shall mean all mortgage costs, London Shared Ownership Rent and London Shared Ownership Service Charges. And for avoidance of doubt; mortgage costs shall be calculated to assume 10% deposit on the share sold and that the mortgage is on repayment basis at an interest rate circa. 4% for a term of 25 years

"Intermediate Unit Nomination Agreements"

The two agreements substantially in the forms annexed hereto at Appendix 5 as may be agreed to be amended, all parties acting reasonably, entered into between a Registered Provider and the Council containing procedures by which the Council and the Registered Provider may nominate persons for occupation of a Intermediate Rent Unit and London Shared Ownership Unit through the Council's H&F Home Buy Register and also subject to the Chargee exclusion set out at paragraph 4 of this Schedule;

**Commented [HSF3]:** Trowers to confirm no comments on the nominations agreements provided  
**Commented [TB4]:** Please see updated noms provided 8 Feb

"Intermediate Unit Nomination List"

A list of nominated persons for occupation of the Intermediate Units through the Council's H&F Home Buy Register

"Registered Provider"

means any of:

- A2Domion
- Catalyst
- Clarion
- L&Q

- Network Homes
- Notting Hill Genesis
- Octavia
- Peabody
- Places for People
- Shepherds Bush

or any provider registered with the Homes England as a provider of social housing under section 80 of the Housing and Regeneration Act 2008; and approved by the Council in writing.

"Rentals"

means the rental let or sub-let of the Intermediate Unit by the owner or his/her successor in title where the tenant or sub-tenant to such an agreement shall be restricted to Eligible Persons and subject to such an agreement being certified by the Council;

"London Shared Ownership Unit"

means up to 28 low-cost Dwellings which shall be made available as Affordable Housing on the basis of part rent and part sale to Eligible Persons in accordance with the provisions of this Schedule 5 and providing for the tenant to acquire additional shares in the Affordable Housing Unit in terms specified in the Home's England model lease to the purchaser and the remainder of the equity is retained by the Registered Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% (one hundred per cent.) of the equity through Staircasing;

"London Shared Ownership Rent"

Means the rent charged on the unsold equity in a London Shared Ownership Unit;

"London Shared Ownership Service Charges"

Means the service charge which shall relate to the London Shared Ownership Units and which shall include (i) all of the costs associated with the ongoing management and maintenance of the external fabric and internal parts of the

building in which the London Shared Ownership Units are located and (ii) any reasonable estate service charges;

“Market Dwelling”

Means any housing unit which is not a Social Rented Unit or an Intermediate Unit

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under paragraph 4.1.1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council).

Option

means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 4.3 for the purchase of the Affordable Housing Units:

“Social Rented Occupier”

means a person or a couple where one person is registered on the Council’s Housing Register as meeting at least one of the Government’s ‘Reasonable Preference’ criteria (or any successor housing need definition) and has no ownership or part ownership in another residential property which he is able to occupy further in the United Kingdom or abroad in accordance with the Council Housing Allocation Scheme;

“Social Rented Unit Nominations Agreement”

An agreement substantially in the form annexed hereto at Appendix 2 as may be agreed to be amended, all parties acting reasonably, and entered into between a Registered Provider and the Council containing procedures by which

the Council and the Registered Provider may nominate persons for Occupation of the Social Rented Units through the Council's housing allocation policy and also subject to the Chargee exclusion set out at paragraph 4 of this Schedule;

"Social Rent Price"

means:

- £108 per week for a 1 bedroom unit; and
- £119.50 per week for a 2 bedroom unit,

which shall:

- i) be inclusive of service charge, such service charge to constitute the reasonable costs associated with the on-going management and maintenance of the Social Rented Units but which (for the avoidance of doubt) shall not include any non-essential services; and
- ii) increase yearly by no more than the Consumer Prices Index + 0.5%

"Social Rented Unit"

means the 105 Dwellings as shown indicatively on Plan 5 to be provided at the Social Rent Price, in accordance with the provisions of this Schedule 5 and the mix as specified in the table below:

Type	Number of Units
1 bedroom	37
2 Bedroom	68

or such other number of units or mix as may be agreed in writing by the Council;

"Staircasing"	The purchase by the Intermediate Unit Occupier of an Intermediate Unit of additional equity in that Intermediate Unit.
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

**The Developer Covenants with the Council:-**

**2. SOCIAL RENTED UNITS**

- 2.1 That subject to paragraphs 3.1 and 3.2 below the part of the Site comprising the Social Rented Units shall only be used for the provision of Social Rented Units and Occupied by a Social Rented Occupier.
- 2.2 No later than 9 months prior to the anticipated date of Practical Completion of the Development the Council shall prepare the final form of the Social Rented Units Nomination Agreement for execution and the Registered Provider shall enter into the Social Rented Units Nominations Agreement with the Council.
- 2.3 That subject to paragraphs 3.1 and 3.2 of this Schedule 5 the Social Rented Units shall not be disposed of otherwise than in accordance with the Social Rented Units Nomination Agreement.
- 2.4 To comply with the Homes England Design and Quality Standards in place at the date of the Council's resolution to grant the Planning Permission for this Planning Application in respect of all the Social Rented Units or such other standard agreed with the Council from time to time in order to secure grant funding (or part thereof) of the Social Rented Units in substitution of the Homes England Design and Quality Standards.
- 2.5 To give the Council (Housing Allocations Manager) at least 9 months prior written notice of the date it anticipates that Practical Completion will take place in respect of any Social Rented Unit.
- 2.6 The Social Rented Units will not be let on initial or subsequent letting other than on terms to be agreed in the Social Rented Unit Nominations Agreement

2.7 When an Occupier is nominated by the Council to Occupy a Social Rented Unit which will be a Wheelchair Unit, on the acceptance of the tenancy of that unit to work with the Council and the Occupier to ensure the fitting out meets the needs of the Occupier and if required to fit out the Social Rented Unit to the Council's reasonable satisfaction

**3. RESTRICTION ON TRANSFER OF THE SOCIAL RENTED UNITS**

3.1 Following Commencement not to sell, transfer, lease or otherwise dispose of the whole or any part of the Social Rented Units other than:

3.1.1 to a Registered Provider;

3.1.2 by way of an assured tenancy agreement of a Social Rented Unit to a Social Rented Occupier; or

3.1.3 by way of mortgage or charge.

**4. CHARGE EXCLUSION**

4.1 The provisions of this Schedule 5 (affordable housing) shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT in order to benefit from the protection granted by this paragraph 4.1, a Chargee must:

4.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at the address noted above during office hours or using first class registered post to the Council's offices at the address noted above in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units;

4.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

4.1.3 subject to paragraph 4.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 4.3 below.

4.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

4.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- 4.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 4.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 4.4.2 below or determined in accordance with paragraph 4.5 below;
- 4.3.3 provided that the purchase price has been agreed in accordance with paragraph 4.4.2 below or determined in accordance with paragraph 4.5 below, but subject to paragraph 4.3.4 below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 4.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- 4.3.5 any other terms agreed between the parties to the Option (acting reasonably).

#### 4.4 Following the service of the Intention Notice:

- 4.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the COUNCIL (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 4.4.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 5; and
  - (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

#### 4.5 On the date falling one calendar month after the first day of the Moratorium Period, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 4.4.2(a) above:

- 4.5.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 4.5.2 if, on the date falling one calendar month and one week after the first day of the Moratorium Period, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- 4.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- 4.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 4.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 4.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- 4.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

4.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 5 (Affordable Housing) which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- 4.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 4.6.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 4.6.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

4.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.1 to 4.6 above (inclusive).

## **5. INTERMEDIATE UNITS**

- 5.1 No later than 6 months prior to the anticipated date of Practical Completion of the Development the Council shall prepare the final form of the Intermediate Unit Nomination Agreement for execution and the Registered Provider shall enter into the Intermediate Units Nominations Agreement with the Council.
- 5.2 The Developer shall not without the consent in writing of the Council transfer the freehold interest or the long leasehold interest in the Intermediate Units or any part thereof except to a Registered Provider.
- 5.3 The Intermediate Units shall not be disposed of (save by way of mortgage or charge) otherwise than in accordance with the terms of this Agreement.
- 5.4 The Developer of the Intermediate Units shall only rent or sell the Intermediate Units to persons on the Intermediate Unit Nomination List, PROVIDED ALWAYS that:



- 5.4.1 if after eight weeks following Practical Completion of that Intermediate Unit, contracts have not been exchanged for the Rental or sale of that Intermediate Unit between the Developer and a nominee from the H&F Home Buy Register; or
- 5.4.2 if H&F Home Buy confirm that there are no suitable nominees on the Intermediate Unit Nomination List; or
- 5.4.3 the Council do not provide details of any nominees within 8 weeks of a receipt request for details from the Developer;

then the Developer shall be free to rent or sell that Intermediate Unit to Eligible Persons in the Borough, and then afterwards to employed Eligible Persons in London with a maximum household income set by the Regional Housing Board at the time of notification of the availability of the units by the Developer to the Council).

- 5.5 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 Intermediate Unit including stamp duty, service charges, parking charges or management charges.

## 6. **MARKETING PROGRAMME**

- 6.1 The Developer covenants that at least 6 months and not more than 9 months, prior to the estimated date of Practical Completion of the Intermediate Units to submit to H&F Home Buy a draft plan setting out the marketing methods to be employed by the Developer for the duration of the marketing program (the "**Marketing Programme**").
- 6.2 Not to market the Intermediate Units until the Marketing Programme shall have been approved in writing by H&F Home Buy.
- 6.3 Not to market the Intermediate Units otherwise than in strict accordance with the Marketing Programme.
- 6.4 To comply with the provisions of the approved Marketing Programme.

## 7. **REPORTS TO THE COUNCIL THROUGHOUT THE MARKETING PROGRAMME**

- 7.1 To report to H&F Home Buy in writing throughout the Marketing Programme at intervals to be agreed with information including but not necessarily limited to the following:
  - 7.1.1 marketing methods employed;

- 7.1.2 outcome of the previous marketing programme activities and the name, address, occupation and place of employment of the Eligible Person to whom any Intermediate Unit was rented/sold or is being rented/sold; and
- 7.1.3 analysis of success of the terms of the Marketing Programme in general and including details of the number of enquiries, inspections, offers; and
- 7.1.4 any other information that H&F Home Buy may reasonable request from time to time.

**8. AFFORDABLE HOUSING IN PERPETUITY**

8.1 The Intermediate Units will remain as Affordable Housing in perpetuity, except that paragraphs 4 to 8 shall:

8.1.1 not bind any owners or occupiers of any part of the Development other than the Intermediate Units or their mortgagees;

8.1.2 cease to apply to any Intermediate Unit Occupier who has purchased 100% of the equity of the Intermediate Unit through Staircasing or any person (other than a Registered Provider) deriving title through or under such occupier;

8.1.3 cease to apply to any completed Intermediate Rent Unit where an Registered Provider or the Council shall be required to dispose of the same pursuant to a right to acquire under Part V of the Housing Act 1985 or pursuant to a right to acquire under section 16 of the Housing Act 1996 or any similar or substitute right as may be applicable from time to time; and

8.1.4 cease to apply to any completed Intermediate Rent Unit where an Registered Provider or the Council sells to a tenant pursuant to a voluntary grant scheme under section 21 of the Housing Act 1996 or any similar or substitute right as may be applicable from time to time.

**9. RENTALS OF INTERMEDIATE RENT UNITS**

9.1 An Intermediate Unit Occupier shall not sub-let their Intermediate Unit;

9.2 An Intermediate Rent Unit shall not be rented to any person other than in accordance with the following:

9.2.1 that the tenant is an Eligible Person;

- 9.2.2 that the rent charged shall be the Intermediate Rent Unit Price such value to be determined prior to any such letting of an Intermediate Unit;
  - 9.2.3 that the Intermediate Unit shall not be let or made available to let for a period of more than three years;
  - 9.2.4 that any such Rental shall be by way of an "Assured Shorthold Tenancy" as defined by the Housing Act 1988 (or any successive legislation) and in the event that this legislation is amended or repealed and not re-enacted then any such Rental shall be limited to a specific duration which shall be for no more than three years and restricted from becoming a periodic tenancy; and
  - 9.2.5 not to rent out or otherwise permit the Rental of the Intermediate Unit other than following the provision of a certificate ("**the Rental Certificate**") in respect of each and every Rental to the Council certifying that the tenant of the Intermediate Unit will be an Eligible Person and that the stipulations of such a Rental shall prohibit the sub-letting of any such Intermediate Unit to any other person unless that person is an Eligible Person and a Rental Certificate has been provided in writing to the Council before the sub-let commences.
- 9.3 The Developer shall not without the consent in writing of the Council transfer the freehold interest or the long leasehold interest in the Intermediate Units or any part thereof except to a Registered Provider.

**SCHEDULE 6**  
**WHEELCHAIR UNITS**

**1. DEFINITIONS**

"Housing SPG" means the Housing Supplementary Planning Guidance published by the GLA in March 2016 (as the same may be replaced or updated from time to time);

"Wheelchair Accessible Unit Base Specification" means the minimum specification in accordance with Building Regulations Part M4(3) which all Wheelchair Units are to be designed and constructed, being the minimum required standards for wheelchair adaptable housing units specified in the Housing SPG or such other minimum specifications as may be agreed between the Developer and the Council from time to time although the Developer will only be required to employ reasonable endeavours to comply with the SPG with respect to the location of the units;

"Wheelchair Unit" Means the 13 Social Rented Units located on floors 1-6 of the Development as shown indicatively on Plan 3 which shall be designed to be accessible or easily adaptable to residents who are wheelchair users in accordance with the Council's Supplementary Planning Document "Access for All" (March 2006) as amended

**The Developer covenants with the Council as follows:-**

**2. WHEELCHAIR UNITS**

2.1 To provide to the Council notice of expected Practical Completion at least 14 months prior to

the expected date of Practical Completion of the Social Rented Units.

**2.2** At least 12 months prior to expected Practical Completion, the Council shall provide to the Developer its nominations of Occupiers requiring a Wheelchair Unit and the accessibility needs of the nominated Occupier for each Wheelchair Unit.

**2.3** Following such notification, the Developer shall construct and design the Wheelchair Units with any minor reasonable adjustments as notified by the Council in accordance with paragraph 2.2 of this Schedule 6 and to be provided as fully adapted for nominated Occupiers as Wheelchair Units at the time of Practical Completion in accordance with the Wheelchair Accessible Unit Base Specification. For the avoidance of doubt, if the Council confirms in its notice provided pursuant to paragraph 2.2 of this Schedule 6 that no applicable nomination is made, or fails to make a nomination in accordance with paragraph 2.2 above, then 13 Social Rented Units shall be constructed so as to allow for adaptation for wheelchair use in accordance with the Wheelchair Accessible Unit Base Specification.

~~2.12.4~~ The Wheelchair Units constructed pursuant to paragraph 2.3 of this Schedule 6 shall remain configured as wheelchair accessible unless otherwise agreed in writing with the Council.

### **3. BLUE BADGE PARKING SPACES**

3.1 The Developer shall use Reasonable Endeavours to implement and complete the planning permission ref. 2017/02100/FUL dated 27 September 2017, to enable the provision of two blue badge car parking spaces on land adjacent to the Site, outside of the Site boundary.

**SCHEDULE 7**  
**EMPLOYMENT, TRAINING AND LOCAL PROCUREMENT**

**1. DEFINITIONS**

"Apprentice"	means an appointment comprising paid employment as an intermediate or advanced apprentice to gain job specific skills or off the job training, usually on a day-release basis, and an opportunity to secure a work-based learning qualification such appointments to: a) be for up to one year; and b) operate within the applicable National Apprenticeship Service guidelines; and c) be made available in priority to unemployed Local Residents and young people who are not in employment, education or training. and "Apprenticeship" shall be construed accordingly;
"Business Engagement Programme"	means a programme of initiatives to support Local Businesses impacted by the Development prior to and during the construction phase of the Development, such programme shall seek to assist local businesses to continue trading and adapt to meet the opportunities afforded by the Development;
"Construction Training Programme"	means the appropriate level and relevant skills training to enable Apprentices to commence employment and develop in that employment on Site;
"Exclusivity Period"	means the period of 10 Working Days during which any job vacancies with the main

contractor, sub-contractor and with the Developer during the demolition and construction phase(s), will be marketed solely to Local Residents in accordance with the approved Jobs and Business Employment Strategy and during that period which the job will be offered to any Local Resident that applies for that job;

"HFB Brill4Biz Supply Chain Project"

means the business support programme to help Local Businesses provide work from the major property developments in the Borough;

"Head of Economic Development"

means the Council's Head of Economic Development or other such officer whose designation has been notified to the Developer in writing;

“Jobs and Business Employment Strategy”

means a jobs and business employment strategy (“**JEBS**”) which sets out how the Developer will maximise employment, training and business benefits of the Development and which shall:

- a) outline the process to support commitments for recruitment, including the Exclusivity Period for local advertising and measures to secure adherence to a model to ensure Site-wide compliance;
- b) include targets for employment outcomes, Apprenticeships (which shall be no less than that set out in this Agreement) work placements and job seekers;
- c) identify the skills demands and needs the Site will generate during Site clearance, construction and end use phases;
- d) identify the skill areas that a Construction Training Programme should seek to address; and
- e) include a Business Engagement Programme.

“Local Businesses”

means businesses situated within the Borough;

“Local Procurement Code”

The code as appended at Appendix 6 to this Deed and to be updated from time to time by the Council and is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them. The Council’s Economic Development Department seeks to work in partnership with contractors to assist them in meeting the code specifications and in finding suitable local companies.



"Local Residents"	means individuals whose primary residence is situated within the Borough, priority to be given to those residents of the Clem Attlee Estate, London, SW6 7TB or those residents living in the vicinity of the same.
"Tier 1 Contract"	means those construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer in relation to the construction of the Development;
"Tier 1 Contractors"	means those contractors which enter into Tier 1 Contracts;
"Tier 2 Contract"	means those construction contracts between the Tier 1 Contractors and their immediate supply chain contractors in relation to the construction of the Development;
"Tier 2 Contractors"	means those contractors which enter into Tier 2 Contracts and sub-contracts with Tier 1 Contractors; and
"Work Experience Placements"	An appointment for a minimum period of 1 to 4 weeks comprising unpaid employment as an intermediate or advanced apprentice to gain job specific skills or off the job training, usually on a day-release basis.
"Work Placements"	Short-term appointments for a minimum period of 6 months comprising paid employment for a fixed period offering the chance to gain experience spending time working for an employer and carrying out duties or tasks as required during the course of the contract of

employment. The employer will furnish a reference on request.

“Workzone”

means a service provided by the Council dedicated to assisting unemployed Borough residents into employment. It offers job brokerage, work experience opportunities (construction and non-construction), site visits, employability and skills training to enhance the individual’s prospects of accessing sustainable employment. Workzone works closely with partners including among others local colleges, Westfield London and Job Centre Plus.

**The Developer covenants with the Council as follows:-**

**2. JOBS AND BUSINESS EMPLOYMENT STRATEGY**

- 2.1 Prior to Commencement to submit the JEBS, prepared at the Developer's own expense, to the Head of Economic Development for approval and not to Commence the Development unless and until 3 months have lapsed since the submission of the JEBS.
- 2.2 To comply with the JEBS upon its approval in writing by the Council.
- 2.3 Not to Commence the Development until such time as the JEBS has been approved in writing by the Council and the Council shall use reasonable endeavour to approve the JEBS within 2 months as soon as practicable following receipt of the JEBS from the Developer.
- 2.4 On each anniversary of the approval referred to in 1.3 of the JEBS, to review performance against all targets contained in the JEBS and submit this review together with a revised JEBS to the Council for its written approval and the Developer shall continue to comply with the approved JEBS in accordance with paragraph 2 of this Schedule until such time that any proposed revisions to the JEBS have been approved by the Council.
- 2.5 The Developer and the Council shall work together collaboratively to ensure the implementation of the approved JEBS (or as subsequently amended and approved) until the later of:

2.5.1 the date of completion of the construction of the Development; or

2.5.2 all measures or time periods as may have been prescribed pursuant to the last review of the JEBS or measures identified by the JEBS have been complied with.

2.6 Nothing in this Schedule nor in the JEBS shall require the Developer to act in a way or publish a document which contravenes English or European legislation relating to employment and procurement or to offer employment to any candidate who does not have the skills and knowledge necessary to perform that employment.

**3. RECRUITMENT OF LOCAL RESIDENTS AND APPRENTICES**

3.1 To work collaboratively with the Council from the date of written approval of the JEBS until the date of completion of the construction of the Development to identify and promote within the Borough employment, training and business opportunities for Local Residents and Local Businesses in relation to the demolition and construction phase(s) of the Development.

3.2 Where job applicants meet the essential requirements of any particular advertised role, encourage the Tier 1 Contractor(s) or Tier 2 Contractor(s) to consider all applications from Local Residents to ensure Local Residents are given the first opportunity to secure employment from the Development by way of operation of the Exclusivity Period.

3.3 To notify the Council of anticipated and actual employment, training or Apprenticeship vacancies arising from the Tier 1 Contracts or the Tier 2 Contracts.

3.4 To insert into all Tier 1 Contracts a requirement that meets the provisions of paragraph 3.1 above and that the contractors entering into such Tier 1 Contracts are aware of provisions of paragraph 3.2 above and similarly that such contractors will seek to include a requirement that meets the provisions of paragraph 3.2 above within Tier 2 Contracts.

3.5 To use reasonable endeavours to ensure that 10% of the workforce employed in the construction phase(s) of the Development are Local Residents.

3.6 Subject to paragraph 3.8, the following to be provided during the construction phase:

- (i) 14 (fourteen) Apprenticeships (being with either Tier 1 Contractors or Tier 2 Contractors)
- (ii) 7 (seven) Work Placements (being with either Tier 1 Contractors or Tier 2 Contractors)
- (iii) 7 (seven) Work Experience Placements

3.7 To use best endeavours to conduct a minimum of two presentations promoting career routes in the construction industry to Local Residents and Borough schools as co-ordinated by Workzone and to attend future jobs fairs as arranged by Workzone.

3.8 In the event that the number of Apprentices set out in the above paragraph are not employed during construction of the Development, to pay to the Council within 28 days of Practical Completion the sum of £7,000 for each Apprentice not employed and not to Occupy or permit the Occupation of the Development until such sum (if any) has been paid to the Council.

#### **4. MONITORING**

4.1 To provide the Council with quarterly reports detailing the number and percentage of Local Residents employed in the construction of the Development, the number of Apprentices employed in the construction of the Development and all other targets contained in the JEBS.

#### **5. LOCAL BUSINESS SUPPORT AND DEVELOPMENT**

5.1 The Developer shall:

5.1.1. provide to the Head of Economic Development as soon as possible a schedule of tender works packages and provide an updated schedule from time to time before any new tenders are invited;

5.1.2. include a written statement in any tender documentation sent out to contractors and sub-contractors, informing them of the appointed contractor or Developer commitment to support tender opportunities for Local Businesses;

5.1.3. identify suitable Local Businesses to submit tenders with the aim of increasing the numbers of Local Businesses winning contracts in construction and the provision of goods and services;

5.1.4. upon Commencement and at 6 monthly intervals thereafter, provide a list to the Head of Economic Development containing details of the gross composite value and proportion of the total value of all contracts between the Developer and its contractors with companies based in the Borough and including the names of businesses to which contracts have been let and the location of such businesses but the Developer shall not be required to disclose the individual value attributable to each contract;

5.1.5. encourage the successful tenderer awarded a contract by the Developer to work

with the Council's Head of Economic Development with the aim of achieving the procurement of sub-contracts for the construction and goods and services from suitable Local Businesses by ensuring that identified suitable Local Businesses are given the opportunity to compete for business;

- 5.1.6. to work with the Head of Economic Development to include Local Businesses on tender lists wherever possible, including the HFBrill4Biz Supply Chain Project and to aim to achieve the procurement of construction contracts and goods and services from businesses based in LBHF or such wider area as shall be agreed, using all reasonable endeavours working towards a target of 10 per cent of the total value of the construction contract;
- 5.1.7. support bespoke business support initiatives and supply chain activities with the aim that businesses in the Borough can benefit from the opportunities afforded by the Development;
- 5.1.8. Participate in an annual Meet the Buyer event to be held in the Borough which will consist of a series of pre-scheduled meetings with local suppliers in trades chosen by the contractor;
- 5.1.9. work closely with the Council to support local commercial centres including town centre management, business engagement and visitor development; and
- 5.1.10. provide a representative on the Borough Business Forum or such similar bodies as may exist from time to time to work on business support initiatives.

## **E. LOCAL PROCUREMENT**

- 6.1 Prior to Implementation to prepare a local procurement strategy including working with the HFBrill4Biz Supply Chain Project to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development during the construction phase towards a target of 10% of the construction cost in accordance with the Council's Local Procurement Code;
- 6.2 Prior to Implementation to meet with the Council's Economic Development Team (Local Procurement Officer) or the external contractor appointed to deliver a local supply chain service ("the Local Procurement Team") at least one month in advance of tendering

contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

- 6.3 To ensure that throughout the construction phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-paragraph the Developer shall upon written notice from the Council forthwith take any reasonable steps required by the Council to remedy such non-compliance.
- 6.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

## **SCHEDULE 8**

### **COUNCIL'S COVENANTS**

**The Council covenants with the Developer as follows:-**

**1. GENERAL**

- 1.1 To use all sums received from the Developer under the terms of this Agreement for the purposes for which they are to be paid.
- 1.2 In this Agreement where the agreement, approval, consent or any other expression of satisfaction is required from the Council that agreement, approval, consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or conditioned or delayed.
- 1.3 To carry out and complete the Highways Works in a timeframe which is commensurate with the construction program for the Development and in consultation with the Developer.

## APPENDIX 1

### HIGHWAYS WORKS

Any Highways works in the vicinity of the Site, including but not limited to the following works where necessary to carry out the Highways Works (as identified on Plan 2):

1. Improvements and alterations to the public highway and public footway which shall include:
  - 1.1 Paving on the pavements surrounding the Site boundary shall be provided;
  - 1.2 Any public realm works to the public highway including mechanisms for stopping up, shared surface;
  - 1.3 Traffic Regulation Order or other licences or agreements as required;
  - 1.4 Replacement and replanting of any street tree(s) to be removed with associated Highways Works;
  - 1.5 Replacement of any street furniture to be removed with associated Highways Works; and
  - 1.6 Alteration (physical and legal) of any existing waiting and loading restrictions required.
2. The work involved in the construction of all the above improvements and alterations includes:-
  - 2.1 General preliminaries;
  - 2.2 Alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
  - 2.3 Surface water drainage alterations as may be required for new gullies, manholes, connections and all pipework required;
  - 2.4 Provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
  - 2.5 Provision of road markings and traffic signs both temporary and permanent, where necessary;
  - 2.6 Footway and carriageway works and alterations including embellished surfacing on approach to crossings; and
  - 2.7 Parking or waiting restrictions as required by the Council fronting the Development.



3. The Highways Works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

**APPENDIX 2**  
**SOCIAL RENTED UNIT NOMINATION AGREEMENT**

|

**PLAN 1 – SITE PLAN**

**PLAN 2 – HIGHWAYS WORKS**

**PLAN 3 – WHEELCHAIR UNITS**

**PLAN 4 – INTERMEDIATE UNITS**

**PLAN 5 – SOCIAL RENTED UNITS**



## APPENDIX 4

### CONFIRMATORY DEED

THIS AGREEMENT is made by deed on 20[ ]

BETWEEN:

**THE COUNCIL**

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF HAMMERSMITH AND FULHAM of  
Town Hall, King Street, Hammersmith, London, W6  
9JU.

**THE DEVELOPER**

[ ] (Company Registration Number 0[ ]) whose  
registered office is situated at [ ].

**1. BACKGROUND**

- 1.1 The Site is subject to the Planning Agreement and the planning obligations it contains.
- 1.2 Under the terms of the Planning Agreement, the Developer undertook to ensure that when it purchased the Site that it would enter into a Confirmatory Deed.
- 1.3 The Developer has agreed to purchase the Site from the Council.
- 1.4 The Council is the Local Planning Authority for the purposes of the Act and is the local planning authority by whom the planning obligations contained in this Deed are enforceable

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS**

This Confirmatory Deed adopts the definitions in clause 2 of the Planning Agreement and the interpretation provisions of clause 3 of the Planning Agreement unless stated otherwise.

"Plan"	means the plan appended to this Confirmatory Deed;
"Planning Agreement"	The agreement dated 20[ ] pursuant to section 106 of the Town and Country Planning Act 1990 relating to land at [ ];
"Relevant Obligations"	means the planning obligations contained in the Planning Agreement; and
"Site"	means land at [ ] shown for the purposes of identification only edged [ ] on the Plan and being part of the land previously registered under title numbers [ ].

### 3. STATUTORY AUTHORITY

- 3.1. This Confirmatory Deed is made under section 106 of the Act and any other enabling provisions.
- 3.2. Each covenant in this Confirmatory Deed is a planning obligation for the purposes of section 106 of the Act enforceable by the Council against any person deriving title in the Site and is registerable as a local land charge.
- 3.3. The Deed shall take effect upon the date hereof.

### 4. THE DEVELOPER'S COVENANTS

The Developer covenants to the Council pursuant to section 106 of the Act as follows:

- 4.1. That all of the Developer's long leasehold interest in the Site shall be bound by the Planning Agreement.
- 4.2. That it shall observe and perform all of the Relevant Obligations.
- 4.3. That subject to the terms of the Planning Agreement the planning obligations set out in the Planning Agreement shall be binding on persons deriving title to the Site from the Developer save for any mortgagee or chargee of the Site and persons deriving title from any such mortgagee or chargee.

4.4 No person other than the parties to this Deed has any interest in the Site for the purposes of the Act.

**5. ORIGINAL DEED PROVISIONS**

5.1 The parties confirm and agree that the Planning Agreement shall apply to the interests in the Site which are held by the parties to this Deed.

**6. EFFECT OF THE AGREEMENT**

6.1 Nothing in this Deed shall prejudice the exercise of any statutory power duty or discretion by the Council.

6.2 Insofar as any clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

6.3 No waiver (where express 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 acting upon any subsequent breach or default.

6.4 The provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.5 This Deed is governed by and shall be interpreted in accordance with the law of England and Wales.

6.6 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.

6.7 The headings appearing in this Deed are for ease of reference only and will not affect the construction of this Deed.

**IN WITNESS** of which the parties have executed but not delivered this Deed until the date first shown above.

THE COMMON SEAL OF THE MAYOR AND BURGESSES )  
OF THE LONDON BOROUGH OF HAMMERSMITH )  
AND FULHAM was affixed )  
in the presence of:- )

The Officer duly authorised on  
behalf of the Council

Dated 20[ ]

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

AND

AND

---

CONFIRMATORY DEED OF  
UNDERTAKING

Relating to the development of

---

Tasnim Shawkat  
Bi-Borough Director of Law  
Town Hall  
King Street  
Hammersmith  
London W6 9JU  
Ref:

**APPENDIX 5**  
**FORMS OF INTERMEDIATE UNIT NOMINATION AGREEMENTS**

**Appendix 6**

**LOCAL PROCUREMENT CODE**

**IN WITNESS** of which the parties have executed but not delivered this Deed until the date first shown above.

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

The Officer duly authorised on  
behalf of the Council

**EXECUTED AS A DEED** )  
By **HFS Developments 2 Limited** )  
acting by two directors )



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

AND

HFS DEVELOPMENTS 2 Limited

---

**AGREEMENT**

Relating to the development of Edith Sum~~m~~erskill House,  
London, SW6 7TD

---

For the Director of Law  
Town Hall King Street  
Hammersmith  
London W6 9JU

Ref:



[REDACTED]

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 29 July 2019 10:40  
**To:** [REDACTED]  
**Subject:** RE: WMC & ESH S106 [HS-London\_11.FID683057]  
**Attachments:** RED\_WMC - s106 agreement - HSF mark-up 1.7.19\_v4 - WMC - s106 agreement - HSF further mark-up 25.7.19\_v5.pdf; WMC - s106 agreement - HSF further mark-up 25.7.19.DOCX

Hi [REDACTED]

I've discussed this with the applicant and an updated version of the agreement is attached.

- 1) Appending the Council's Framework to the agreement. I think we discussed this in our meeting, as a commercially sensitive document the Council isn't in a position to append this to the agreement, should this situation ever come up then the Framework will be discussed at that time to identify an alternative site.
- 2) With regards to the comment on paragraph 3.1, the principle of the change in red is agreed, but is delivered with slightly different drafting attached
- 3) Within the definition of Additional Social Rented Units the number of units that are to be delivered through the contribution is now referenced
- 4) A cascade along the lines suggested is now included. This is included in the obligations relating to the delivery of the units in Schedule 9 as that is the Schedule which contains the Council's covenants (and the Developer wants to be able to enforce these against the Council if necessary).

Thanks

[REDACTED]

[REDACTED]  
Deputy Team Leader - Strategic Applications Team  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]  
[REDACTED]@lbhf.gov.uk  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)  
Strategic Director of The Economy: Jo Rowlands

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 15 July 2019 18:14  
**To:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

Apologies for the delay in responding to this.

There isn't yet a cascade mechanism in the form that I was expecting, i.e. something that makes clear that the £6m goes towards ESH in the first instance, but after a certain agreed period if ESH hasn't been commenced, it goes towards another nominated scheme in the Council's framework, with an appended framework which contains named schemes. There are some amendments that could deal with this, though, as I've outlined below:

- The restriction on occupation of WMC until the Additional Social Rent units are commenced (para.3.1) can address the first point on timings, but it should be made clearer that if the Additional Social Rented Units are delivered on another site, the occupation restriction applies until the units are delivered, e.g.

#### **ON-SITE AFFORDABLE HOUSING DELIVERY**

3.1 Subject to paragraph 3.3, not to Occupy or permit Occupation of any of the Market Housing Units comprised in the Development unless and until commencement of construction of the Additional Social Rented Units has occurred PROVIDED THAT for the avoidance of doubt in the event that the Affordable Housing Contribution has been paid and construction of the Additional Social Rented Units on the Edith Summerskill House Site has commenced the restriction on Occupation in this paragraph 3.1 shall cease to apply (irrespective of whether the Affordable Housing Contribution has at that time been applied towards the Additional Social Rented Units). **Also for the avoidance of doubt, in the event that the Additional Social Rented Units are delivered at another site in the Council's Framework, the restriction on occupation will continue to apply until the construction of the Additional Social Rented Units has commenced on that site.**

- The "Additional Social Rented Units" definition needs to include the minimum units/hab rooms that need to be replaced (i.e. the equivalent of the 35 remaining SR units that need to be reprovided from the WMC site)
- An "additional affordable housing delivery scheme" should be worded which kicks in if the need to deliver the SR units on another site in the Council's framework is triggered – i.e:
  1. The Council is notified that the developer wants to trigger the cascade to another scheme
  2. An alternative scheme in the Council's framework is to be identified, which able to deliver (the equivalent of 35 units) of social rented accommodation, and
  3. A timeframe for delivery, or a reconfirmation of the restriction on occupation of WMC until the additional units are constructed

This could be added as a definition in its own right and also the "Additional Social Rented Units" definition:

"Additional Social Rented Units" means a **minimum of 35** additional Affordable Housing units to be provided at the Social Rent Price at either the Edith Summerskill House Site or another unconsented site within the Council's Framework in accordance with the **Affordable Housing Delivery Scheme** and which are to be funded by the Affordable Housing Contribution;

Can you have a think about this and I'll call to discuss this and Olympia tomorrow.

Thanks,

██████████

---

**From:** ██████████ H&F <██████████@lbhf.gov.uk>  
**Sent:** 03 July 2019 15:59  
**To:** ██████████ <██████████@london.gov.uk>  
**Subject:** FW: WMC & ESH S106 [HS-London\_11.FID683057]

Hi ██████████

Further to the points raised in your email, revised copy of the Watermeadow agreement is attached. They are the tracked versions, but I think these deal with the issues. If you could let me know when you can then we'll move to stage 2

Thanks

[Redacted]

[Redacted]

Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [Redacted]

[\[Redacted\]@lbhf.gov.uk](mailto:[Redacted]@lbhf.gov.uk)  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

**Please note – new address for The Economy Department is 3 Shortlands, Hammersmith W6 8BT**

I our mark-up of the draft s106 agreement for WMC (I also attach a PDF comparison showing the changes made to your draft, for reference). The substantive changes we have made to the draft you circulated on 13 June are:

1. Additional Social Rented Units – we've added some wording to this which seeks to tie it more closely with the Affordable Housing Contribution definition
2. Sch 5 para 3.1 – we have added a proviso to the restriction on occupation which is intended to ensure that the restriction is lifted once work begins on ESH provided the £6m has been paid (irrespective of whether at that point LBHF has actually applied the £6m towards ESH)
3. Additional Affordable Housing Scheme – as discussed, further to the GLA's request we have added this definition and associated drafting to Sch 6
4. Cap – there were a couple of typos in this which we have now addressed so that it is consistent with the GLA's formula
5. Sch 9 (Council's covenants) – we have added an obligation on LBHF to use all reasonable endeavours to apply the £6m towards Additional Social Rented Units at ESH as soon as reasonably practicable and in any event to notify HFS of commencement of the Additional Social Rented Units

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**HSF: 25 July 2019**  
**Subject to Contract**  
**Subject to Client Instructions**

DRAFT

THIS AGREEMENT IS MADE BY DEED ON

2019

BETWEEN:

**THE COUNCIL**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM of Town Hall, King Street,  
Hammersmith, London, W6 9JU.

and

**THE DEVELOPER**

HFS DEVELOPMENTS 2 Ltd, a company registered in England  
under registration number 10286958 whose registered office is  
situated at Second Floor, 100 New Oxford Street, London,  
WC1A 1HB.

**1. BACKGROUND**

- 1.1 The Council is the local planning authority for the purposes of the Act and the highway authority for the purposes of the 1980 Act for the area in which the Site is situated.
- 1.2 The Council is registered at H.M. Land Registry as proprietor of the Site with freehold title absolute under title number NGL648488.
- 1.3 The Developer has entered into an agreement for sale dated 14 December 2016 with the Council to purchase the Site.
- 1.4 The Developer has submitted the Planning Application to the Council who considers that the Planning Permission subject to conditions could be granted and wishes to restrict and regulate the Development in accordance with the terms of this Agreement.
- 1.5 The Council is the local planning authority by whom the planning obligations contained in this Agreement are enforceable.

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**Subject to Contract**  
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- 1.6 On 11 September 2018, the Council's planning committee resolved to grant the Planning Permission subject to the prior completion of this Agreement.

**IT IS AGREED AS FOLLOWS:**

**2. DEFINITIONS**

In this Agreement the following expressions shall have the meanings indicated:

"the 1980 Act"	means the Highways Act 1980 (as amended);
"the Act"	means the Town and Country Planning Act 1990 (as amended);
"Borough"	means the area comprising the London Borough of Hammersmith and Fulham;
"Commencement"	means the date upon which any material operation (as that expression is defined in section 56 of the Act) comprised in the Development has begun to be carried out except for any Preparatory Works, which shall not individually or together constitute Commencement and "Commence" and cognate expressions shall be construed accordingly;
"Confirmatory Deed"	means a Deed (a draft of which is appended at Appendix 4 hereto) to be entered into by all of the parties with an interest in the Site (excluding future tenants or occupiers of individual Dwellings, mortgagees and chargees of the Site and persons deriving title from them) for the purposes of section 106 of the Act which confirms that the obligations contained in this Agreement shall also bind their interest in any part of the Site acquired from the Council after the date of this Agreement;

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Subject to Contract  
Subject to Client Instructions**

“Development”	means the development of the Site in accordance with the Planning Permission;
“Director of Transport, Highways, Leisure and Parks”	means the Council’s Director of Transport and Highways or such other officer whose designation has been notified to the Developer in writing;
“Dwelling”	means any dwelling which is to be created on the Site pursuant to the Planning Permission for residential use;
“Edith Summerskill House Site”	means Edith Summerskill House, London SW6 7TD as indicated edged red on Plan 6 to be developed in accordance with a planning permission (once granted) pursuant to a planning application registered under planning reference 2017/01849/FUL;
“Head of Development Management”	means the Council’s Head of Development Management or such other officer whose designation has been notified to the Developer in writing;
“Indexed”	means adjusted in accordance with the Retail Price Index by multiplying in each case the payment due by a fraction whose denominator shall be the last RPI monthly figure published before the date of this Agreement and whose numerator shall be the last published RPI monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure
“Market Housing Unit”	means any housing unit which is not a Social Rented Unit or an Intermediate Unit;



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"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly;
"Plan 1"	means the plan annexed hereto and marked "Plan 1" showing the Site edged red;
"Plan 2"	means the plan annexed hereto and marked "Plan 2" showing the Highways Works;
"Plan 3"	means the plan annexed hereto and marked "Plan 3" showing the Wheelchair Units;
"Plan 4"	means the plan annexed hereto and marked "Plan 4" showing the Intermediate Units;
"Plan 5"	means the plan annexed hereto and marked "Plan 5" showing the Social Rented Units;
"Plan 6"	means the plan annexed hereto and marked "Plan 6" showing the Edith Summerskill House Site;
"Planning Application"	means an application for planning permission allocated statutory registration no 2017/01841/FUL for the erection of 218 (Class C3) residential units (including 36 affordable units comprising 27 social rent and 9 intermediate units) across three blocks to a maximum floor area of approximately 22,661 sqm (GEA). Block A to comprise five stories (plus plant) rising to a height of approximately 22.82 AOD; Block B to comprise seven stories (plus

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**Subject to Contract**  
**Subject to Client Instructions**

plant) rising to a height of approximately 29.42 AOD; Block C to comprise nine stories (plus plant) rising to a height of approximately 36.90 AOD; shared single storey basement with car parking; private open space; hard and soft landscaping; preparatory and associated works. (EIA development)

“Planning Permission”

means planning permission subject to conditions to be granted by the Council pursuant to the Planning Application;

“Practical Completion”

means completion save in minor respects so that the Development or part of the Development (as the case may be) can be used and can operate in the manner permitted by the Planning Permission and “Practically Complete” and “Practically Completed” shall be construed accordingly;

“Preparatory Works”

means any or a combination of the following:

- (a) demolition;
- (b) Site clearance;
- (c) the provision of infrastructure boreholes permitted by the Town and Country Planning

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(General Permitted Development) Order 1995  
or any amendment or replacement thereof;

(d) the provision of underground drainage and sewers and the laying and diversion of other services and service media;

(e) construction of temporary accesses and/or highways works to facilitate the carrying out of the Development;

(f) archaeological investigations and digs;

(g) ecological surveys, investigations or assessments;

(h) remediation and decontamination works;

(i) Site preparation;

(j) the construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of Site security), erection of temporary facilities for security personnel and the erection of security cameras;

(k) interim landscaping works; and

(l) works and operations to enable any of the foregoing to take place.

"Reasonable Endeavours"

means that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such Party will be bound to attempt to fulfil the relevant obligation to the standard of that required of the relevant Party and by the expenditure of such effort or sums of money

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**Subject to Contract**  
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and the pursuance of such reasonable avenues that are available and engagement of such professional or other advisers as in each case in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect PROVIDED THAT this shall not require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile;

“Site”

means land known as Watermeadow Court, Watermeadow Lane London, SW6 2RW shown for the purposes of identification only edged in red on Plan 1;

“Working Day”

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

**3. INTERPRETATION**

- 3.1 Headings appearing in this Agreement are for ease of reference only and shall not affect its construction.
- 3.2 References to clauses, sub clauses, paragraphs, sub paragraphs and schedules are references to those contained in this Agreement.
- 3.3 References to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made under the same.
- 3.4 Where the context permits, words importing the singular will include the plural and vice versa and words importing gender will include all other genders.
- 3.5 Any obligation of the Developer contained or implied in this Agreement which is or may be deemed to be an obligation of more than one person shall be a joint and several obligation on the part of those persons.

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**Subject to Contract**  
**Subject to Client Instructions**

3.6 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity.

3.7 No person shall be liable for breach of any provision contained in this Agreement after having parted with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to the liability of such person for any subsisting breach of this Agreement prior to the parting with such interest.

3.8 No waiver (whether express or implied) by the Council of any breach or default by the Developer or any person deriving title from them in complying with any provision of this Agreement shall constitute a continuing waiver or be taken to waive any subsequent breach by any party.

**4. STATUTORY AUTHORITY**

4.1 This Agreement is made under section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 16 of the Greater London Council (General Powers) Act 1974, section 38 and 278 of the 1980 Act and any other enabling provisions.

4.2 Each covenant in this Agreement is a planning obligation for the purposes of section 106 of the Act enforceable by the Council against the Developer and any person deriving title in the Site or any part of it from the Developer.

**5. THE DEVELOPER'S COVENANTS**

5.1 The Developer covenants with the Council to comply with and perform the obligations imposed upon the Developer in Schedules 1, 2, 3, 4, 5, 6, 7 and 8.

5.2 Save for the obligations provided for in Schedule 1 paragraphs 1.2, 2.1, 2.2 and 3.1, Schedule 6 paragraph 2.2 and Schedule 7 paragraphs 2.1, 2.3 and 3.6, no obligations imposed on the Developer will come into force until **Commencement**.

**Commented [HSF1]:** To be finalised at engrossment

**6. THE COUNCIL'S COVENANTS**

6.1 The Council covenants with the Developer to comply with and perform the obligations imposed upon the Council in Schedule 9.

**7. MISCELLANEOUS**

7.1 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

**HSF: 25 July 2019**  
**Subject to Contract**  
**Subject to Client Instructions**

- 7.2 This Agreement shall be registrable as a local land charge by the Council.
- 7.3 Following a written request, the Council will within a reasonable time confirm whether the obligations contained in this Agreement have been performed and satisfied. If the Council is satisfied that all of the obligations have been fulfilled it shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 7.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 7.6 Nothing contained or implied in this Agreement shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.
- 8. INTEREST ON LATE PAYMENT**
- 8.1 If the sums payable to the Council pursuant to this Agreement are not paid on the date provided for payment, interest shall bear on such sum at a rate (after as well as before any judgment) equal to four percent per annum above the National Westminster Bank PLC base rate prevailing from time to time and from the due date of payment to the actual date of payment.
- 9. VAT**
- 9.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable
- 10. EFFECT OF THE AGREEMENT**
- 10.1 This Agreement is conditional upon the grant of the Planning Permission.
- 10.2 If the Planning Permission is quashed or is revoked or otherwise withdrawn, or (without the consent of the Developer) it is modified by any statutory procedure or expires before the Commencement of Development this Agreement shall cease to have effect.

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**Subject to Contract**  
**Subject to Client Instructions**

- 10.3 This Agreement shall not be enforced against tenants of any part of the Development with the benefit of leases for their own occupation or for the occupation of sub-tenants (or any person or mortgagee claiming through or under such person) save in respect of the covenants relating to compliance with the Travel Plan which shall be so binding on occupiers, lessees, tenants and sub-tenants who are in actual Occupation of the Development.
- 10.4 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 10.5 None of the covenants contained in this Agreement on the part of the Developer shall be enforced against statutory undertakers, services utility companies or providers that shall acquire an interest in the Site for the purpose of providing the supply of electricity, gas, water, drainage, telecommunication services or public transport services to or for the benefit of the Development.

**11. DISPUTE RESOLUTION**

- 11.1 Where a party to this Deed disputes any information submitted to or notified to them pursuant to Schedule 6 of this Deed then the relevant party may notify the other parties that the matter is in dispute and:
- 11.1.1 the parties to the dispute shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 Working Days of receipt of notice that a matter is in dispute;
- 11.1.2 if after a further 5 Working Days of the meeting referred to in clause 11.1.1 the parties are unable to resolve the dispute amicably pursuant to clause 11.1.1, one party may serve notice on the other party or parties (as the case may be) to the dispute of their intentions to refer the dispute in accordance with clause 11.2 specifying in such notice:

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**Subject to Contract**  
**Subject to Client Instructions**

- (A) the nature, basis and brief description of the dispute; and
- (B) the clause or paragraph of Schedule 6 of this Deed pursuant to which the dispute has arisen.

- 11.2 Any such dispute or difference notified pursuant to clause 11.1.2 shall be referred to the president for the time being of the Royal Institution of Chartered Surveyors, for him to appoint an expert who has at least ten years post-qualification experience and who has demonstrable experience valuing comparable assets which are located in London to resolve such dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.3 Any expert appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after he has received any final written representation pursuant to clause 11.2.
- 11.3 The expert shall be required to give notice to any of the said parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other parties will be entitled to make a counter written submission within a further 10 Working Days.
- 11.4 Nothing in this clause 11 shall be taken to fetter the ability of the Council to carry out its statutory functions as local planning authority with power to enforce any breach of the obligations entered into by the Owner in this Agreement or any other planning breach in respect of the Development.



**HSF: 25 July 2019  
Subject to Contract  
Subject to Client Instructions**

**SCHEDULE 1**

The Developer covenants with the Council as follows:

**1. TITLE**

1.1 That no person other than the parties to this Agreement has any interest in the Site for the purposes of section 106 of the Act.

**Commented [HSF2]:** HSF to confirm prior to completion

1.2 Not to Commence the Development until such time as the Confirmatory Deed has been entered into in relation to the Development.

**2. COUNCIL'S EXPENSES**

2.1 To pay the Council's legal expenses incurred in the preparation of this Agreement

2.2 Not to Commence the Development unless the Developer has paid to the Council its monitoring expenses in the sum of £5000 (five thousand pounds) Indexed in respect of the Council's monitoring of the Developer's performance of obligations contained in this Agreement.

**3. NOTIFICATION REQUIREMENTS**

3.1 To notify the Head of Development Management in writing quoting reference number 2017/01841/FUL.

3.1.1 not less than 14 days before Commencement of the Development and not to Commence the Development unless at least 14 days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management;

3.1.2 not less than 14 days before the first Occupation of the Development and not to Occupy or permit or allow Occupation of the Development unless at least 14 days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management;

3.1.3 before any change in ownership of the Site or part of the Site takes place (other than in respect of any individual Dwelling), such notification to include a plan showing the location of the transfer, details of transferor and transferee with contact addresses and registered company addresses, if appropriate and not to

**HSF: 25 July 2019**  
**Subject to Contract**  
**Subject to Client Instructions**

effect any such change in ownership until the notice of this transfer has been served upon the Head of Development Management;

- 3.1.4 not more than 14 days after the full postal address of each Dwelling has been established to the full postal address.

**SCHEDULE 2**

**ENVIRONMENTAL, SOCIAL AND ECONOMIC CONTRIBUTIONS**

**1. RELEVANT DEFINITIONS:**

- |                              |  |
|------------------------------|--|
| “Carbon Offset Contribution” | means the sum of £ 363,600.00 (three hundred and sixty three thousand nine hundred and three hundred pounds) Indexed (subject to paragraph 2.2 of this Schedule 2) to be paid to the Council by the Developer to account for the shortfall in terms of meeting the London Plan’s carbon saving target against Part L 2013; |
| “Revised Energy Strategy”    | means a document which shall outline measures that shall be implemented in respect of the Development in meeting the London Plan 35% carbon dioxide reduction target in accordance with the relevant London Plan policies in force as at the date of submission of the strategy.   |

The Developer covenants with the Council as follows:-

**2. CARBON OFFSET CONTRIBUTION**

- 2.1 Not to Occupy (or cause or permit Occupation) of any Dwelling of the Development until the Carbon Offset Contribution has been paid to the Council.
- 2.2 For the avoidance of doubt in the event that the approved Revised Energy Strategy demonstrates that the Carbon Offset Contribution should be reduced or increased then that figure shall replace the figure included within the definition of the Carbon Offset Contribution above subject to the agreement in writing from the Council.

### SCHEDULE 3

#### HIGHWAYS AND TRANSPORT INFRASTRUCTURE OBLIGATIONS AND CONTRIBUTIONS

##### 1. DEFINITIONS

"Highways Works"	means the highways works to be carried out by the Council as shown on Plan 2 and described in Appendix 1;
"Highways Works Agreement"	means an agreement between the Owner and the Council as the Highway Authority pursuant to sections 38, 72 and 278 of the Highways Act 1980 as amended and any other relevant enabling powers for securing the carrying out of the Highway Works by the Council

The Developer covenants with the Council as follows:-

**Commented [RPH3]:** To be the same as Edith

##### 2. HIGHWAYS WORKS

- 2.1 Unless otherwise agreed the Developer and the Council (both parties acting reasonably) shall enter into the Highways Works Agreement on or before Commencement
- 2.2 Not to Commence or permit Commencement of any part of the Development until the Highways Works Agreement has been entered into unless otherwise agreed in writing

## SCHEDULE 4

### TRANSPORT POLICY

#### 1. DEFINITIONS

"Blue Badge Holder"	means the holder of a disabled parking badge issued pursuant to The Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended);
"iTrace"	means a centralised software suite designed to monitor and report on the performance of sustainable travel and smarter choices initiatives at workplaces, schools and residential travel plan sites
"Parking Permit"	means a permit issued by the Council to a resident of the Borough to permit the parking of a motor vehicle on the highway in the Borough;
"Travel Plan"	means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by occupiers and visitors to the Development (or such part of the Development as the case may be); and
"Travel Plan Monitoring Methodology"	means I-trace or such other replacement monitoring method relevant at the time of each respective review of the Travel Plan

The Developer covenants and undertakes with the Council:-

#### 2. PARKING PERMIT PROVISIONS

- 2.1 Not to apply for a Parking Permit or knowingly suffer or permit any occupier of a Dwelling (other than a Blue Badge Holder) to apply for a Parking Permit for any controlled parking zones in the Borough.

- 2.2 That all material utilised for advertising or marketing each and every individual Dwelling within the Development for letting or sale will make it clear to prospective tenants and occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by the Council for any Dwelling.
- 2.3 That each lease, tenancy agreement, licence and any other instrument granting a right to occupy any Dwelling within the Site shall contain a statement that under this Agreement no occupier (other than a Blue Badge Holder) of any Dwelling within the Site will be entitled to apply for or hold a Parking Permit and if issued with such a Parking Permit such occupier shall surrender within 7 days of receipt.
3. **TRAVEL PLAN**
- 3.1 To implement and operate the Travel Plan from the date of first Occupation of the Development.
- 3.2 To review the Travel Plan using the Travel Plan Monitoring Methodology on the first, third and fifth anniversary of the first Occupation of the Development and submit details of each review to the Council within 7 days of completion of the review and to implement and operate any reasonable changes the Council considers appropriate to improve the Travel Plan following such review.
- 3.3 Upon each review of the Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Development to pay to the Council the sum of £3,000 for each review the purposes of reviewing the Travel Plan.

**SCHEDULE 5**

**AFFORDABLE HOUSING FOR INTERMEDIATE UNITS AND SOCIAL RENTED UNITS**

**1. DEFINITIONS**

"Additional Social Rented Units" means a minimum of 35 additional Affordable Housing units to be provided at the Social Rent Price on either the Edith Summerskill House Site or, in the event applicable under paragraph 1.6 or 1.7 of Schedule 9, an Alternative Site and which are to be funded by the Affordable Housing Contribution;

"Affordable Housing Contribution" means the payment of £6,000,000 (six million pounds) to be used towards provision of Additional Social Rented Units at either the Edith Summerskill House Site or, in the event applicable under paragraph 1.6 or 1.7 of Schedule 9, any Alternative Site;

"Affordable Housing" means housing including Intermediate Rent Units, London Shared Ownership Units and Social Rented Units provided to Eligible Persons whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

**Commented [HB4]:** Shouldn't be defined term 'Affordable Housing Units' as that definition relates specifically to units comprised in the WMC development

	within Greater London (as defined in section 2 of the London Government Act 1963);
"Affordable Housing Unit"	means a Dwelling that is an Intermediate Unit or a Social Rented Unit and not a Market Housing Unit;
"Alternative Site"	means an unconsented site within the Council's Framework which, in the event that paragraph 1.6 of Schedule 9 has taken effect, has been selected in accordance with paragraph 1.6 or 1.7 of Schedule 9 to be the site on which the Additional Social Rented Units are to be provided;
"AWE Index"	means the Average Weekly Earnings Regular Pay Index published by the Office of National Statistics;
"AWE Indexed"	In relation to the Intermediate Unit Occupier Financial Criterion, adjusted in accordance with the AWE Index by multiplying in each case the relevant figure by a fraction whose dominator shall be the last AWE Index monthly figure published before the date of this agreement and a numerator equal to the last published AWE Index monthly figure available before the date of entry into the nomination agreement in respect of the Intermediate Units
"Building Service Charge"	means the service charge that shall relate to the Affordable Housing Units and which shall include the costs associated with the on-going management and maintenance of the external fabric and internal common part of those buildings accommodating the relevant



Affordable Housing Units but which (for the avoidance of doubt) shall not include any non-essential services.

"Charge"

means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee;

"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"Council's Framework"	means a framework of Housing Associations procured by the Council to deliver affordable housing schemes on Council owned land, permitting the Council to contribute large and small parcels of land individually into call off agreements with selected external delivery partners to build new homes and for the Council to determine the level of affordable housing in each scheme and retain 100% nomination rights
"Council Housing Allocation Scheme"	means the scheme run by the Council which determines and allocates Affordable Housing and other accommodation to those who are eligible and qualify to be on the Council's Housing Register
"Council's Housing Register"	means the register maintained by the Council in accordance with the Council's Housing Allocation scheme for those persons eligible for Affordable Housing
"Date of Deemed Service"	

means, in each instance where a Chargee has served a Default Notice under paragraph 6.1.1:

(a) in the case of service by delivery by hand of the Default Notice to the Council's offices during the Council's office hours, the date on which the Default Notice is so delivered; or

(b) in the case of service by using first class registered post to the Council's offices, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise).

"Default Notice"

means a notice in writing served on the Council by the Chargee under paragraph 6.1.1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units.

"Eligible Person"

means any person who at the commencement of their occupancy is in need of an Intermediate Unit and is eligible for an Intermediate Unit in terms of the criteria set out in the definition of Intermediate Occupier;

"Estate Management Area Service Charge"

The service charge for the relevant Affordable Housing Units which shall include the costs associated with the on-going management and maintenance of the relevant area within which the units are located (but shall not include anything in the Building Service Charge and (for the avoidance of doubt) shall not include any non-essential services).

"Exchange"

in respect of an Affordable Housing Unit, the exchange of contracts (in accordance with the requirements of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989) with a Registered Provider for the sale of the freehold or grant of a lease for a term of at least 125 (one hundred and twenty five) years in respect of that Affordable Housing Unit (unless otherwise agreed in writing with the Council) and "Exchanged" shall be construed accordingly

"Homes England"

means the successor to the Homes and Communities Agency being the non-governmental body corporate under the Housing and Regeneration Act 2008 with the functions of supporting, funding and regulating the provision of affordable housing within the administrative area of the Council by a Registered Provider or if it is superseded the equivalent body that undertakes the functions of that body;

"H&F Home Buy"

means the organisation that is responsible for all low cost home ownership products in the

	Borough or any successor organisation or any other body or organisation the Council delegates authority to or nominates;
"H&F Home Buy Register"	means a register compiled and managed by the Council's H & F Home Buy listing those people who have expressed an interest in purchasing Intermediate Housing;
"Head of H & F Home Buy"	means the Council's Head of H & F Home Buy or such other officer whose designation has been notified to the Developer in writing;
"Housing Partnerships and Strategy Manager"	means the Council's Housing Partnerships and Strategy manager or such other officer whose designation has been notified to the Developer in writing;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 4.2 that the Council is minded to purchase the relevant Affordable Housing Units.
"Intermediate Occupier"	<p>means a person or a couple where one person occupies an Intermediate Unit and is either:</p> <ul style="list-style-type: none"> <li>(a) a resident of the Borough; or</li> <li>(b) employed within the Borough; or</li> <li>(c) has been formally offered and has formally accepted employment within the Borough;</li> <li>(d) registered on the h&amp;f Home Buy Register and nominated by h&amp;f Home Buy;</li> </ul> <p>and, in each of the above cases:</p> <ul style="list-style-type: none"> <li>(i) has no ownership or part ownership in another residential property which he is able to occupy further in the United</li> </ul>

Kingdom or abroad (unless otherwise agreed by the Council); and

- (ii) satisfies the Intermediate Unit Occupier Financial Criterion for the relevant type of Intermediate Unit

“Intermediate Rent Price”

The sum of the rent element and the Building Service Charge and Estate Management Area Service Charge payable from the date of first occupation in respect of an Intermediate Rent Unit which shall not exceed 80% of the Open Market Rent of that unit and meeting the criteria set out in the “Intermediate Unit Allocation” and “Intermediate Unit Occupier Financial Criterion”

“Intermediate Rent Units”

means up to 9 Dwellings to be provided in accordance with the Intermediate Unit Allocation to Eligible Persons at Intermediate Rent Price in accordance with the provisions of this Schedule 5;

"Intermediate Units"

means the **Intermediate Rent Units and/or London Shared Ownership Units** as shown indicatively on Plan 4, which together do not exceed 9 Dwellings, to be made available to Eligible Persons in accordance with the Intermediate Unit Allocation and the mix specified in the table below:

Type	Number of Units
1 bedroom	6
2 bedroom	3

or such other number of units or mix as may be agreed in writing by the Council;

“Intermediate Unit Allocation”

means the allocation of all the Intermediate Units shall be determined as follows:

(a) a third of Intermediate Units are affordable to households with gross incomes up to £30,000 (AWE Indexed) taking into consideration the criterion set out in the Intermediate Unit Occupier Financial Criterion;

(b) a third of Intermediate Units are affordable to households with gross incomes up to £40,000 (AWE Indexed) taking into consideration the criterion set out in the Intermediate Unit Occupier Financial Criterion;

(c) a third of Intermediate Units are affordable to households with gross incomes up to either £90,000 (where the Intermediate Unit is sold) or £60,000 (where the Intermediate Unit is being rented) taking into consideration the criterion set out in the Intermediate Unit Occupier Financial Criterion;

“Intermediate Unit Occupier Financial Criterion”

means the criterion used to calculate the required total gross annual household income of the household of the applicant to Occupy an Intermediate Unit at the date of application for the relevant type of Intermediate Unit.

The calculation of the affordability of the Intermediate Unit shall be determined as follows:

(a) The total monthly housing cost; shall not exceed 40% of net household income, where net household income shall not exceed more than 70% of gross household income and;

- (b) In determining the housing costs for Intermediate Rent Units, this shall mean the rent and service charges and;
- (c) In determining the housing costs for London Shared Ownership Units, this shall mean all mortgage costs, London Shared Ownership Rent and London Shared Ownership Service Charges. And for avoidance of doubt; mortgage costs shall be calculated to assume 10% deposit on the share sold and that the mortgage is on repayment basis at an interest rate circa. 4% for a term of 25 years

"Intermediate Unit Nomination Agreements"

The two agreements substantially in the forms annexed hereto at Appendix3 as may be agreed to be amended, all parties acting reasonably, entered into between a Registered Provider and the Council containing procedures by which the Council and the Registered Provider may nominate persons for occupation of a Intermediate Rent Unit and London Shared Ownership Unit through the Council's Home Buy Register and also subject to the Chargee exclusion set out in paragraph 6 of this Schedule;

"Intermediate Unit Nomination List"

A list of nominated persons for occupation of the Intermediate Units through the Council's Home Buy Register;

"Registered Provider"

means any of:

- A2Domion
- Catalyst
- Clarion
- L&Q
- Network Homes
- Notting Hill Genesis
- Octavia



- Peabody
- Places for People
- Shepherds Bush,

Or:

a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);

(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or

(c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed)

“Rentals”

means the rental let of the Intermediate Units by the Developer or his/her successor in title where the tenants to such an agreement shall be restricted to Eligible Persons

"London Shared Ownership Unit"

means up to 9 low-cost Dwellings which shall be made available as Affordable Housing on the basis of part rent and part sale to Eligible Persons in accordance with the provisions of this Schedule 5 and providing for the tenant to acquire additional shares in the Affordable Housing Unit in terms specified in the Home's England model lease to the purchaser and the remainder of the equity is retained by the Registered Provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% (one hundred per cent.) of the equity through Staircasing;

"London Shared Ownership Rent"	Means the rent charged for the unsold equity in a London Shared Ownership Unit
"London Shared Ownership Service Charges"	Means the service charge which shall relate to the London Shared Ownership Units and which shall include (i) all of the costs associated with the ongoing management and maintenance of the external fabric and internal parts of the building in which the London Shared Ownership Units are located and (ii) any reasonable estate service charges;
"London Shared Ownership Unit Nomination Agreement"	means an agreement substantially in the form annexed hereto at Appendix 3 as may be agreed to be amended, all parties acting reasonably, and entered into between a Registered Provider and the Council containing procedures by which the Council and the Registered Provider may nominate persons for occupation of the London Shared Ownership Units through the Council's housing allocation policy and also subject to the Chargee exclusion set out at paragraph 6 of this Schedule;
"Market Housing Units"	Means any housing unit which is not a Social Rented Unit or an Intermediate Unit
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 6.1.1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council).

"Option"	means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 6.3 for the purchase of the Affordable Housing Units;
"Regional Housing Board"	the Greater London Authority or its successor body;
"Social Rented Occupier"	means a person or a couple where one person is registered on the Council's Housing Register meeting at least one of the Government's 'Reasonable Preference' criteria (or any successor housing need definition) and has no ownership or part ownership in another residential property which he is able to occupy further in the United Kingdom or abroad in accordance with the Council Housing Allocation Scheme;
"Social Rent Price"	<p>means:</p> <ul style="list-style-type: none"> <li>• £108 per week for a 1 bedroom unit; and</li> <li>• £119.50 per week for a 2 bedroom unit,</li> </ul> <p>which shall:</p> <p>i) be inclusive of service charge, such service charge to constitute the reasonable costs associated with the on-going management and maintenance of the Social Rented Units but which (for the avoidance of doubt) shall not include any non-essential services; and</p> <p>ii) increase yearly by no more than the Consumer Prices Index + 0.5%</p>

“Social Rented Unit Nominations Agreement”

means an agreement substantially in the form annexed hereto at Appendix 2 as may be agreed to be amended, all parties acting reasonably, and entered into between a Registered Provider and the Council containing procedures by which the Council and the Registered Provider may nominate persons for occupation of the Social Rented Units through the Council’s housing allocation policy and also subject to the Chargee exclusion set out at paragraph 4 of this Schedule;

“Social Rented Unit”

means the 27 Dwellings as shown indicatively on Plan 5 to be provided at the Social Rent Price in accordance with the provisions of this Schedule 5 and in accordance with the mix as specified in the table below:

Type		Number of Units
1 bedroom ( x 2 person)		17
2 Bedroom ( x 4 person)		10

or such other number of units or mix as may be agreed in writing by the Council

"Staircasing"

The purchase by the Intermediate Unit Occupier of an Intermediate Unit of additional equity in that Intermediate Unit.

"Sums Due"

means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without

limitation) all interest and reasonable legal and administrative fees costs and expenses.

The Developer covenants with the Council

**2. AFFORDABLE HOUSING CONTRIBUTION**

2.1 To pay to the Council the Affordable Housing Contribution on or before Occupation of any of the Market Housing Units comprised in the Development.

**3. ON-SITE AFFORDABLE HOUSING DELIVERY**

3.1 Subject to paragraph 3.3, not to Occupy or permit Occupation of any of the Market Housing Units comprised in the Development unless and until commencement of construction of the Additional Social Rented Units has occurred on the Edith Summerskill House Site or (in the event applicable under paragraph 1.6 or 1.7 of Schedule 9) the Alternative Site PROVIDED THAT for the avoidance of doubt in the event that the Affordable Housing Contribution has been paid and construction of the Additional Social Rented Units on the Edith Summerskill House Site or (in the event applicable under paragraph 1.6 or 1.7 of Schedule 9) the Alternative Site has commenced the restriction on Occupation in this paragraph 3.1 shall cease to apply (irrespective of whether the Affordable Housing Contribution has at that time been applied towards the Additional Social Rented Units).

3.2 Subject to paragraph 3.3, not to Occupy or permit the Occupation of more than 50% of the Market Housing Units unless and until the Affordable Housing Units comprised in the Development have been Practically Completed.

3.3 The restrictions on Occupation in paragraphs 3.1 and 3.2 shall not prevent the Occupation or use of the car park and any other common areas within the Development.

**4. SOCIAL RENTED UNITS**

4.1 That subject to paragraphs 5.1 and 5.2 below the part of the Site comprising the Social Rented Units shall only be used for the provision of Social Rented Units and Occupied by a Social Rented Occupier.

4.2 No later than 9 months prior to the anticipated date of Practical Completion of the Development the Council shall prepare the final form of the Social Rented Units Nomination Agreement for execution and the Registered Provider shall enter into the Social Rented Units Nominations Agreement with the Council.

- 4.3 That subject to paragraphs 5.1 and 5.2 of this Schedule 5 the Social Rented Units shall not be disposed of otherwise than in accordance with the Social Rented Units Nomination Agreement.
- 4.4 To comply with the Homes England 's Design and Quality Standards in place at the date of the Council's resolution to grant the Planning Permission for this Planning Application in respect of all the Social Rented Units or such other standard agreed with the Council from time to time in order to secure grant funding (or part thereof) of the Social Rented Units in substitution of the Homes England 's Design and Quality Standards.
- 4.5 To give the Council Housing Allocations Manager at least 9 months prior written notice of the date it anticipates that Practical Completion will take place in respect of any Social Rented Unit and include in said notice:
- (a) a statement of the Social Rent Price for each unit;
  - (b) a statement of bedroom size and occupancy level for each Social Rent Unit and whether each unit is a Wheelchair Unit.
- 4.6 The Social Rented Units will not be let on initial or subsequent letting other than on terms to be agreed in the Social Rented Unit Nominations Agreement and for the avoidance of doubt shall only be let on a periodic assured term tenancy on the conclusion of a starter tenancy.
5. **RESTRICTION ON TRANSFER OF THE SOCIAL RENTED UNITS**
- 5.1 Following Commencement of Development not to sell, transfer, lease or otherwise dispose of the whole or any part of the Social Rented Units other than:
- 5.1.1 to a Registered Provider;
  - 5.1.2 by way of an assured tenancy agreement of a Social Rented Unit to a Social Rented Occupier; or
  - 5.1.3 by way of mortgage or financial charge
6. **CHARGE EXCLUSION**

6.1 The provisions of this Schedule 5 (affordable housing) shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT in order to benefit from the protection granted by this paragraph 6.1, a Chargee must:

6.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at the address noted above during office hours or using first class registered post to the Council's offices at the address noted above in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units;

6.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

6.1.3 subject to paragraph 6.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 6.3 below.

6.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

6.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

6.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

6.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below;

6.3.3 provided that the purchase price has been agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below, but subject to paragraph 6.3.4 below, the Council (or its nominated

substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

6.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

6.3.5 any other terms agreed between the parties to the Option (acting reasonably).

6.4 Following the service of the Intention Notice:

6.4.1 the Chargee shall use Reasonable Endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

6.4.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use Reasonable Endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:

(a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 5; and

(b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

6.5 On the date falling one calendar month after the first day of the Moratorium Period, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 6.4.2(a) above:

6.5.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use Reasonable Endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute



and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

- 6.5.2 if, on the date falling one calendar month and one week after the first day of the Moratorium Period, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 6.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 6.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- 6.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 6.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 6.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- 6.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

6.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 5 (Affordable Housing) which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- 6.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
  - 6.6.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires;
- or

6.6.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

6.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 6.1 to 6.6 above (inclusive).

## 7. INTERMEDIATE RENT UNITS

7.1 No later than 6 months prior to the anticipated date of Practical Completion of the Development the Council shall prepare the final form of the Intermediate Unit Nomination Agreement for execution and the Registered Provider shall enter into the Intermediate Units Nominations Agreement with the Council.

7.2 At least 6 months prior to the anticipated date of practical completion, The Owner shall give the Council written notice (to be served on the Strategic Director of Growth & Place) which shall include:

7.2.1 a statement of the anticipated Intermediate Rent Price of each Intermediate Rent unit;

7.2.2 a statement as to the number of bedrooms of each Intermediate Rent unit;

7.2.3 a statement of the size dimensions of each Intermediate Rent unit;

7.2.4 a statement of the anticipated Service Charge of each Intermediate Rent unit; and

7.2.5 A statement demonstrating the affordability of each Intermediate Rent Unit to applicants meeting the criteria set out in the "Intermediate Unit Allocation" and "Intermediate Unit Occupier Financial Criterion"

7.3 The Developer shall not without the consent in writing of the Council transfer the freehold interest or the long leasehold interest in the Intermediate Rent Units or any part thereof except to a Registered Provider.

7.4 The Intermediate Rent Units shall not be disposed of (save by way of mortgage or charge) otherwise than in accordance with the terms of this Agreement.

7.5 The Developer of the Intermediate Rent Units shall only rent or sell the Intermediate Rent Units to persons on the Intermediate Unit Nomination List, PROVIDED ALWAYS that:

7.5.1 if after eight weeks following Practical Completion of that Intermediate Rent Units, contracts have not been exchanged for the Rental of that Intermediate Rent Unit between the Developer and a nominee from the H&F HomeBuy register; or

7.5.2 if H&F Home Buy confirm that there are no suitable nominees on the Intermediate Unit Nomination List; or

7.5.3 the Council do not provide details of any nominees within 8 weeks of a receipt of a request for details from the Developer;

then the Developer shall be free to rent that Intermediate Rent Unit first to: Eligible Persons in the Borough; and then afterwards to employed Eligible Persons in London with a maximum household income set by the Regional Housing Board at the time of notification of the availability of the units by the Developer to the Council.

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 Intermediate Unit including stamp duty, service charges, parking charges or management charges.

**8. RENTALS OF INTERMEDIATE UNITS**

8.1 An Intermediate Unit Occupier shall not sub-let their Intermediate Unit;

**8.2 INTERMEDIATE RENT UNIT**

8.3 An Intermediate Rent Unit shall not be rented to any person other than in accordance with the following:

8.3.1 that the tenant is an Eligible Person;

8.3.2 that the rent charged shall be at the Intermediate Rent Price in respect of each Intermediate Rent Unit and such value to be determined prior to any such letting of an Intermediate Rent Unit;

- 8.3.3 that the Intermediate Rent Unit shall not be let or made available to let for a period of more than three years;
- 8.3.4 that any such Rental shall be by way of an "Assured Shorthold Tenancy" as defined by the Housing Act 1988 (or any successive legislation) and in the event that this legislation is amended or repealed and not re-enacted then any such Rental shall be limited to a specific duration which shall be for no more than three years and restricted from becoming a periodic tenancy; and
- 8.4 The Developer shall not without the consent in writing of the Council transfer the freehold interest or the long leasehold interest in the Intermediate Rent Units or any part therefore except to a Registered Provider.
9. **LONDON SHARED OWNERSHIP UNIT**
- 9.1 No later than 6 months prior to the anticipated date of Practical Completion of the Development the Council shall prepare the final form of the London Shared Ownership Unit Nomination Agreement for execution and the Registered Provider shall enter into the London Shared Ownership Units Nominations Agreement with the Council
- 9.2 At least 6 months prior to the anticipated date of practical completion, The Owner shall give the Council written notice (to be served on the Strategic Director of Growth & Place) which shall include:
- 9.2.1 a statement of the anticipated Open Market Value of each London Shared Ownership unit by an Independent RICS Valuer;
- 9.2.2 a statement as to the number of bedrooms of each London Shared Ownership unit;
- 9.2.3 a statement of the size dimensions of each London Shared Ownership unit;
- 9.2.4 a statement of the anticipated Shared Ownership Unit Service Charge of each London Shared Ownership unit;
- 9.2.5 a statement of the share for sale for each London Shared Ownership unit;
- 9.2.6 a statement of the Shared Ownership Rent (in cash terms and percentage) for each London Shared Ownership unit;

9.2.7 a statement of Ground Rent for each London Shared Ownership unit, which shall not exceed £100 per annum not subject to indexation; and

9.2.8 A statement demonstrating the affordability of each London Shared Ownership Unit to applicants meeting the criteria set out in the “Intermediate Unit Allocation” and “Intermediate Unit Occupier Financial Criterion”

9.3 The London Shared Ownership Units shall not be disposed of otherwise than to Eligible Persons on the relevant Nomination List PROVIDED ALWAYS that:

9.3.1 if after eight weeks following Practical Completion of that Shared Ownership Unit, contracts have not been exchanged for the sale and purchase of that Shared Ownership Unit between the Owner and a nominee from the relevant Nomination List; or

9.3.2 if H&F Homebuy confirm that there are no suitable nominees on the H&F Homebuy register; or

9.3.3 the Council does not provide details of any nominees within ten weeks of receipt of a request for details from the Owner; or

then the Owner shall be free to sell that London Shared Ownership unit to Eligible Persons in the Borough, then if no such Eligible Persons are found within the Borough after a further four weeks, to employed Eligible Persons in London with a maximum household income set by the Regional Housing Board at the time of notification of the availability of the units by the Owner to the Council.

9.4 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 Intermediate Unit including stamp duty, service charges, parking charges, or management charges

## 10. **AFFORDABLE HOUSING IN PERPETUITY**

10.1 The Intermediate Units will remain as Affordable Housing in perpetuity, except that paragraphs 5 to 9 shall:

10.1.1 not bind any owners or occupiers of any part of the Development other than the Intermediate Units or their mortgagees;

- 10.1.2 cease to apply to any Intermediate Unit Occupier who has purchased 100% of the equity of the Intermediate Unit through Staircasing or any person (other than a Registered Provider) deriving title through or under such occupier;
- 10.1.3 cease to apply to any completed Intermediate Rent Unit where an Registered Provider or the Council shall be required to dispose of the same pursuant to a right to acquire under Part V of the Housing Act 1985 or pursuant to a right to acquire under section 16 of the Housing Act 1996 or any similar or substitute right as may be applicable from time to time; and
- 10.1.4 cease to apply to any completed Intermediate Rent Unit where an Registered Provider or the Council sells to a tenant pursuant to a voluntary grant scheme under section 21 of the Housing Act 1996 or any similar or substitute right as may be applicable from time to time.

## 11. **MARKETING PROGRAMME**

- 11.1 The Developer covenants that at least 6 months and not more than 9 months prior to the estimated date of Practical Completion of the Intermediate Units to submit to H&F Home Buy a draft plan setting out the marketing methods to be employed by the Developer for the duration of the marketing program (the “**Marketing Programme**”).
- 11.2 Not to market the Intermediate Units until the Marketing Programme shall have been approved in writing by H&F Home Buy.
- 11.3 Not to market the Intermediate Units otherwise than in strict accordance with the Marketing Programme.
- 11.4 To comply with the provisions of the approved Marketing Programme.

## 12. **REPORTS TO THE COUNCIL THROUGHOUT THE MARKETING PROGRAMME**

- 12.1 To report to H&F Home Buy in writing throughout the Marketing Programme at intervals to be agreed with information including but not necessarily limited to the following:
  - 12.1.1 marketing methods employed;
  - 12.1.2 outcome of the previous marketing programme activities and the name address, occupation and place of employment of the Eligible Person to whom any Intermediate Rent Unit was sold or is being sold;

- 12.1.3 analysis of success of the terms of the Marketing Programme in general and including details of the number of enquiries, inspections, offers and so on; and
- 12.1.4 any other information that H&F Home Buy may reasonably request from time to time.

## SCHEDULE 6

### ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION

#### DEFINITIONS:

"Additional Affordable Housing Contribution"

means:

(A) in relation to the Early Stage Review pursuant to paragraphs 1.1 and 1.4 in this Schedule 6, either:

- (i) provision of additional Affordable Housing Units on the Site or
- (ii) a payment in lieu of provision of Affordable Housing Units to be used by the Council solely for the provision of additional Affordable Housing elsewhere in the Borough

with the value of any Additional Affordable Housing Contribution to be made following the Early Stage Review to be calculated as follows:

- Where the Surplus is determined to be less than or equal to £0, the Additional Affordable Housing Contribution shall be £0;
- Where the Surplus is determined to be more than £0, the Additional Affordable Housing Contribution shall be 100% of the Surplus, and

(B) in relation to the Late Stage Review pursuant to paragraphs 1.5 and 1.8 of this Schedule 6, a payment in lieu of provision of Affordable Housing Units to be used by the Council solely for the provision of additional Affordable Housing elsewhere in the Borough

with the value of any Additional Affordable Housing Contribution to be made following the Late Stage Review to be calculated as follows:

- Where the Surplus is determined to be less than or equal to £0, the Additional Affordable Housing Contribution shall be £0.
- Where the Surplus is determined to be more than £0, the Additional Affordable Housing Contribution shall be 60% of the Surplus,



	and, for the avoidance of doubt, any Additional Affordable Housing Contribution under (A) and or (B) above always is subject to the Cap;
"Additional Affordable Housing Scheme"	<p>means a scheme to be prepared by the Developer and submitted to the Council detailing the additional Affordable Housing Units to be provided on the Site and which:</p> <p>(a) confirms which Market Housing Units are to be converted into such on-site additional Affordable Housing Units;</p> <p>(b) contains 1:50 plans showing the location, size and internal layout of each such additional on-site Affordable Housing Unit;</p> <p>(c) provides an indicative timetable for construction and delivery of the additional on-site Affordable Housing Units;</p>
"Application Stage Build Costs"	means the sum of £82,795,000;
"Cap"	<p>means the maximum total contribution towards the provision of Affordable Housing for the Development including provision of Affordable Housing on-site and payments in lieu of Affordable Housing (including Additional Affordable Housing Contributions), to be calculated in accordance with the following formula:</p> <p><math>X = \text{Cap}</math></p> <p><math>X = ((A * D) - (B * D)) * E + ((A * D) - (C * D)) * F</math></p> <p>A = Average value of market housing per m<sup>2</sup> (£)</p> <p>B = Average value of low cost rent housing per m<sup>2</sup> (£)</p> <p>C = Average value of intermediate housing per m<sup>2</sup> (£)</p> <p>D = Average habitable room size for scheme (m<sup>2</sup>)</p> <p>E = 9 habitable rooms - any additional Affordable Housing Contribution (to be calculated on a habitable rooms basis) provided on-site as low cost rent housing following any Early Stage Review</p> <p>F = 15 habitable rooms - any additional Affordable Housing Units Contribution (to be calculated on a habitable rooms basis) provided on-site as intermediate housing following any Early Stage Review;</p>
"Council's Incurred Costs"	means the costs to the Council for achieving vacant possession and demolition and clearance of the existing buildings at the Site, being a total of £8,910,000;
"Build Costs"	means the build costs comprising construction of the Development supported by evidence of these costs to the

Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract(s);
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent; and
- (d) Council's Incurred Costs

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs;
- (ii) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and
- (iii) any costs arising from Fraudulent Transactions;

"Development Receipts"

the sum of all of the following:

- the total gross and anticipated receipts due to the Developer in respect of the sold Market Housing Units, Social Rent Units and Intermediate Units at the time of the Viability Review;
- the total gross and anticipated receipts due to the Developer in respect of the unsold Market Housing Units at the time of the Viability Review;
- the total capitalised value of the annual ground rents reserved in the leases of the Market Housing Units;
- the total gross receipts due to the Developer in respect of the unsold Social Rent Units and Intermediate Units at the time of the Viability Review; and
- the total gross receipts (in cash or kind) received by the Developer and generated from the Development but not otherwise already included in the Viability Review.

"Disposal"

the completion of contracts for a freehold sale of a Market Housing Unit or grant of a lease for a term in excess of 7 years of a Market Housing Unit;

"Force Majeure"

means the occurrence of the following circumstances beyond the Developer's reasonable control which delays the carrying out of the Development:

- (a) acts of God, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination;

"GDV"	the open market value of the completed Development based on Development Receipts, as set out in the Viability Review or as determined by an expert in accordance with clause 13 of this Deed;
"Planning Challenge"	means an application for statutory challenge or judicial review (including an application for permission to apply for judicial review) in respect of the grant of the Planning Permission including any appeals to a higher court against a judgment of a lower court;
"Developer's Profit"	an amount equal to 16.58% of the GDV;
"Substantial Implementation"	means the occurrence of the following in respect of the Development: <ul style="list-style-type: none"> <li>(a) completion of all ground preparation works and all site-wide enabling works;</li> <li>(b) completion of the foundations for all of the cores; and</li> <li>(c) construction of the ground floor slab;</li> </ul>
"Substantial Implementation Target Date"	means the date 36 months from but excluding the date of grant of the Planning Permission;
"Supporting Information"	the best available evidence which supports the information contained in the Viability Review, which shall include where applicable: <ul style="list-style-type: none"> <li>• in respect of incurred costs: invoices, other evidence of payment, and/or costs certified by or on behalf of the Developer to be accurate;</li> <li>• in respect of costs yet to be incurred: the up to date best estimate of such costs certified by the</li> </ul>

Developer or on behalf of the Developer to be accurate;

- for revenues arising from sales and lettings of the Dwellings: certified copies of sales contracts or completion statements by the Developer's solicitors;
- for revenues arising from any Dwellings which are yet to be sold or let: the up to date best estimate made by the Developer based on sales or lettings at the Development already effected, the trend in sale prices and the expected date of sale.

Surplus

means the Surplus available for the Additional Affordable Housing Contribution calculated with the following formula where:

$$((A - B) - (C-D)) - P$$

A = actual plus the estimated GDV of the Development as determined at the time of the Viability Review (£)

B = estimated GDV of Development as determined at the grant of Planning Permission which for the avoidance of doubt are contained in the DS2 Argus Appraisal dated 17<sup>th</sup> May 2018

C = actual Build Costs plus estimated Build Costs as determined at the time of the Viability Review (£)

D = Application Stage Build Costs

P = (A - B) \* Developer's Profit

"Viability Guidance"

current government guidance contained in National Planning Guidance (titled "Viability" and last updated 24 July 2018), the London Plan (including the Affordable Housing and Viability SPG 2017) and the London Borough of Hammersmith and Fulham Local Plan (February 2018) and supplementary guidance and any replacement thereof;

"Viability Review"

a development Viability Review prepared by the Developer in respect of the Development which shall be made on an open book basis and on the basis of full disclosure of:

- the Build Costs;
- the Development Receipts;

## REVIEW

The Developer hereby covenants with the Council that the relevant part of the Additional Affordable Housing Contribution shall be calculated as follows:

## 1. THE VIABILITY REVIEWS

### *Early Stage Review*

- 1.1 To notify the Council in writing at least one month before Commencement of Development and not to Commence without first providing the Council with at least one month's written notice of the Commencement.
- 1.2 In the event that Substantial Implementation occurs after the Substantial Implementation Target Date the Developer will submit a Viability Review, Supporting Information and the Surplus calculation to the Council within 14 days of Substantial Implementation.
- 1.3 Where a Surplus calculation submitted to the Council pursuant to paragraph 1.2 of this Schedule 6 shows that the Development has resulted in a Surplus, the Developer shall submit to the Council the following information:
- 1.3.1 the number of additional Affordable Housing Units the Surplus can provide on the Site and the Additional Affordable Housing Scheme;
  - 1.3.2 the number of additional Social Rented Units that can be provided in lieu of additional provision of Intermediate Units on the Site; and
  - 1.3.3 the Additional Affordable Housing Contribution calculation and an indication of the number of additional Affordable Housing Units that this Contribution could deliver on Council owned sites elsewhere.
- 1.4 Having due regard to the information submitted to the Council pursuant to para 1.3 of this Schedule 6 the Council, acting reasonably, shall determine the form of any Additional Affordable Housing Contribution (either provision on the Site in accordance with the Additional Affordable Housing Scheme or payment in lieu of on-Site provision) to be provided. However, a payment in lieu of provision of Affordable Housing Units on-site may only be accepted by the Council where:
- 1.4.1 the provision of additional Affordable Housing Units on the Site is considered by the Council (acting reasonably) to be impractical given the circumstances of the Development, and
  - 1.4.2 the Council has identified a particular development towards which the payment in lieu can be made in order to deliver additional Affordable Housing.

*Late Stage Review*

- 1.5 The Developer will then submit a further Viability Review, Supporting Information and the Surplus calculation to the Council within 14 days of Disposal of the 137th Market Housing Unit and not to Dispose of more than 137 Market Housing Units without first submitting to the Council the further Viability Review
- 1.6 For the avoidance of doubt the Developer shall submit a Viability Review, Supporting Information and the Surplus calculation to the Council within 14 days of Disposal of the 137th Market Housing Unit in any event and shall not Dispose of more than 137 Market Housing Units without first submitting to the Council the Viability Review.

*Surplus*

- 1.7 The Council shall in writing, within 30 days of receipt of a Viability Review, Supporting Information and the Surplus calculation in accordance with paragraphs 1.2 or 1.5 of this Schedule 6:
- 1.7.1 confirm that the Viability Review and the Surplus calculation is approved as submitted; or
- 1.7.2 provide details to the Developer of the areas of dispute in the Viability Review or Surplus calculation; or
- 1.7.3 request further information in respect of the Viability Review, the Supporting Information or the Surplus calculation PROVIDED ALWAYS that such a request must be reasonably and properly related to the determination of any Surplus through the Viability Review, and the Supporting Information.
- 1.8 Where the Council has:
- 1.8.1 confirmed in accordance with paragraph 1.7.1 of this Schedule that the applicable Viability Review and Surplus calculation is approved and
- 1.8.2 where the Viability Review and Surplus calculation has demonstrated that the Development results in a Surplus of more than £0,

the Developer shall either (i) pay the payment in lieu of on-Site provision within 30 days of receipt of the Council's confirmation or (ii) negotiate in good faith to agree with the Council (all parties acting reasonably) within 30 days of receipt of the Council's confirmation the terms of provision of the additional Affordable Housing on-Site. If after 30 days following

the Council's confirmation referred to in paragraph 1.7.1, the terms of provision of the additional Affordable Housing on-Site is still in dispute, the provisions of clause 11 of this Deed shall apply.

- 1.9 Where the Council has confirmed in accordance with paragraph 1.7.2 of this Schedule the areas of the Viability Review or Surplus calculation in dispute, the parties will enter into discussions in good faith and use reasonable endeavours to resolve the areas of dispute. If after 30 days from the notification referred to in paragraph 1.7.2, the Viability Review or Surplus calculation is still in dispute, the provisions of clause 11 of this Deed shall apply and where the expert has decided or determined that the Development has produced a Surplus of more than £0 the Developer shall make the Additional Affordable Housing Contribution to the Council as soon as is reasonably practicable.
- 1.10 Where the Council has requested in accordance with paragraph 1.7.3 of this Schedule further information, the Developer shall provide such information within 30 days of receipt of such request and the Council shall within a further 30 days of receipt of any such further information in writing either:
- 1.10.1 confirm that the Viability Review or Surplus calculation is approved as submitted, in which case, if the Viability Review has demonstrated that the Development has produced a Surplus of more than £0, the Developer shall either (i) pay the payment in lieu of on-Site provision within 30 days of receipt of the Council's confirmation or (ii) negotiate in good faith to agree with the Council (all parties acting reasonably) within 30 days of receipt of the Council's confirmation the terms of provision of the additional Affordable Housing on-Site, and if after 30 days the terms of provision of the additional Affordable Housing on-Site is still in dispute, the provisions of clause 11 of this Deed shall apply; or
  - 1.10.2 confirm that the Viability Review or Surplus calculation is disputed, in which case the provisions of clause 11 of this Deed shall apply and where the expert has decided or determined that the Development has produced a Surplus of more than £0 either (i) pay the payment in lieu of on-Site provision within 30 days of receipt of the Council's confirmation or (ii) negotiate in good faith to agree with the Council (all parties acting reasonably) provision of the additional Affordable Housing on-Site as soon as is practicable.

2. **NO SURPLUS**

For the avoidance of doubt where both parties agree or where it is determined in accordance with this Schedule and Clause 11 that the Development has not resulted in a Surplus of more than £0, the obligations in this Schedule shall cease and have no further effect.



**SCHEDULE 7**  
**WHEELCHAIR UNITS**

**1. DEFINITIONS**

"Housing SPG" means the Housing Supplementary Planning Guidance published by the GLA in March 2016 (as the same may be replaced or updated from time to time);

"Wheelchair Accessible Unit Base Specification" means the minimum specification in accordance with Building Regulations Part M4(3) which all Wheelchair Units are to be designed and constructed, being the minimum required standards for wheelchair adaptable housing units specified in the Housing SPG or such other minimum specifications as may be agreed between the Developer and the Council from time to time although the Developer will only be required to employ reasonable endeavours to comply with the SPG with respect to the location of the units;

"Wheelchair Unit Marketing Scheme" means a marketing scheme in relation to the Market Housing Units to be submitted by the Developer to the Council in accordance with paragraph 2.3 below; and

"Wheelchair Unit" means the Market Housing Units and Affordable Housing Units as shown for illustrative purposes only on Plan 3, which shall be designed to be accessible or easily adaptable to residents who are wheelchair users, being no less than 10% of the total number of Dwellings within the Development

and which shall be in locations to be determined at the Developer's discretion.

The Developer covenants with the Council:-

**2. WHEELCHAIR UNITS**

- 2.1 To construct and design Market Housing Units to be provided as Wheelchair Units to allow for adaption to wheelchair use in accordance with the Wheelchair Accessible Unit Base Specification.
- 2.2 To provide to the Council notice of expected Practical Completion at least 14 months prior to the expected date of Practical Completion.
- 2.3 At least 12 months prior to expected Practical Completion, the Council shall provide to the Developer its nominations of Occupiers requiring an Affordable Housing Unit that is a Wheelchair Unit and the accessibility needs of the nominated Occupier for each Affordable Housing Unit that is a Wheelchair Unit.
- 2.4 Following such notification, the Developer shall construct and design the Affordable Housing Units that are Wheelchair Units to be provided as fully adapted with any minor reasonable adjustments as notified by the Council in accordance with paragraph 2.3 of this Schedule 7 at the time of Practical Completion in accordance with the Wheelchair Accessible Unit Base Specification. For the avoidance of doubt, if the Council confirms in its notice provided pursuant to paragraph 2.3 of this Schedule 7 that no applicable nomination is made, or fails to make a nomination in accordance with paragraph 2.3 above, then 10% of the total number of Dwellings within the Development shall be constructed as Wheelchair Units so as to allow for adaptation for wheelchair use in accordance with the Wheelchair Accessible Unit Base Specification.
- 2.5 Prior to Commencement, the Developer shall submit a Wheelchair Unit Marketing Scheme to the Council for approval which shall specify the marketing and proposed timing and disposal of the Wheelchair Units.
- 2.6 The Council shall approve the Wheelchair Unit Marketing Scheme as soon as practicable following receipt of the Wheelchair Unit Marketing Scheme from the Developer.
- 2.7 The Wheelchair Unit Marketing Scheme may be updated or varied by the Developer from time to time with the written approval of the Council.

- 2.8 To market and dispose of the Wheelchair Units which are Market Housing Units to wheelchair users in accordance with the approved Wheelchair Unit Marketing Scheme from the commencement of marketing of the Development for a period of 9 months (“the **Marketing Period**”).
- 2.9 That the marketing referred to in paragraph 2.4 of this Schedule 6 shall be conducted to ensure that the units are marketed to as wide an audience as reasonably possible by including information in general sale and other marketing brochures as to which Market Housing Units are Wheelchair Units and advertising in national and local media as appropriate including a relevant national accessible property website and a property magazine aimed at an older or less able-bodied readership and in liaison with appropriate agencies including the Council’s Rehousing Options Team and that the marketing details shall include a separate marketing brochure specifically aimed at wheelchair users which will have an indication of room sizes and kitchens and other specifications.
- 2.10 Where a wheelchair user has exchanged contracts for the purchase of a Wheelchair Unit which is a Market Housing Unit the Developer shall make reasonable adaptations to the agreed relevant unit(s) to meet that wheelchair user’s reasonable requirements.
- 2.11 If upon the expiry of the relevant Marketing Period, there are Wheelchair Units which are Market Housing Units comprised within the Development for which there has been no exchange of contracts, the Developer may release such a unit onto the wider market. The Developer may dispose of such units as non-Wheelchair Units following submission of the evidence pursuant to paragraph 2.12 below.
- 2.12 Prior to disposal of a Wheelchair Unit as a non-Wheelchair Unit, the Developer will submit to the Head of Development Management/Head of Planning Regeneration details of the marketing undertaken pursuant to paragraph 2.6 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 Market Housing Unit which is a Wheelchair Unit, the date of release of any such unit which is not allocated to a wheelchair user household onto the wider market and the date on which an offer is made on any such released non-Wheelchair Unit.
- 2.13 Save where a Wheelchair Unit has been disposed of as a non-Wheelchair Unit pursuant to paragraphs 2.11 and 2.12 (in which case the restriction in this paragraph 2.13 and

paragraph 2.14 shall not apply to such unit), the Wheelchair Units shall remain configured as wheelchair accessible unless otherwise agreed in writing with the Council.

- 2.14 Prior to the resale of any of the Wheelchair Units, the owner of that unit will ensure that all marketing materials advertising the sale of the respective Wheelchair Unit state that the respective Wheelchair Unit is wheelchair accessible.

**SCHEDULE 8**  
**EMPLOYMENT, TRAINING AND LOCAL PROCUREMENT**

**1. DEFINITIONS**

"Apprentice" means an appointment comprising paid employment as an intermediate or advanced apprentice to gain job specific skills or off the job training, usually on a day-release basis, and an opportunity to secure a work-based learning qualification such appointments to:

- (a) be for up to one year;
- (b) operate within the applicable National Apprenticeship Service guidelines; and
- (c) be made available in priority to unemployed Local Residents and young people who are not in employment, education or training,

and "Apprenticeship" shall be construed accordingly;

"Business Engagement Programme" means a programme of initiatives to support Local Businesses impacted by the Development prior to and during the construction phase of the Development, such programme shall seek to assist Local Businesses to continue trading and adapt to meet the opportunities afforded by the Development;

"Construction Training Programme" means the appropriate level and relevant skills training to enable Apprentices to

	commence employment and develop in that employment on Site;
“Exclusivity Period”	means the period of 10 Working Days during which, save in such circumstances as may be specified in the approved JEBS and/or save to the extent otherwise approved by the Council from time to time, any job vacancies with the main contractor, sub-contractor and with the Developer during the demolition and construction phase(s), will be marketed solely to Local Residents in accordance with the approved Jobs and Business Employment Strategy;
HFBrightBiz Supply Chain Project	means the business support programme to help Local Businesses provide work from the major property developments in the Borough;
"Head of Economic Development"	means the Council's Head of Economic Development or other such officer whose designation has been notified to the Developer in writing;
“Jobs and Business Employment Strategy”	means a jobs and business employment strategy ("JEBS") which sets out how the Developer will maximise employment, training and business benefits of the Development and which shall: <ul style="list-style-type: none"> <li>(a) outline the process to support commitments for recruitment, including the Exclusivity Period for local advertising and measures to secure adherence to a model to ensure Site-wide compliance;</li> <li>(b) include targets for employment</li> </ul>

	<p>outcomes, Apprenticeships (which shall be no less than that set out in this Agreement) work placements and traineeships;</p> <p>(c) identify the skills, demands and needs the Site will generate during Site clearance, construction and end use phases;</p> <p>(d) identify the skill areas that a Construction Training Programme should seek to address; and</p> <p>(e) include a Business Engagement Programme.</p>
"Local Businesses"	means businesses situated within the Borough;
"Local Procurement Code"	means the code appended at Appendix 5 to this Deed and to be updated from time to time by the Council;
"Local Residents"	means individuals whose primary residence is situated within the Borough;
"Tier 1 Contract"	means those construction contracts between the Developer and a third party construction contractor who directly covenants with the Developer in relation to the construction of the Development;
"Tier 1 Contractors"	means those contractors which enter into Tier 1 Contracts;
"Tier 2 Contract"	means those construction contracts between the Tier 1 Contractors and their immediate supply chain contractors in relation to the construction of the Development;

"Tier 2 Contractors"	means those contractors which enter into Tier 2 Contracts and sub-contracts with Tier 1 Contractors;
"Work Experience Placements"	An appointment for a minimum period of 1 to 4 weeks comprising unpaid employment as an intermediate or advanced apprentice to gain job specific skills or off the job training, usually on a day-release basis;
"Work Placements"	Short-term appointments for a minimum period of 6 months comprising paid employment for a fixed period offering the chance to gain experience spending time working for an employer and carrying out duties or tasks as required during the course of the contract of employment. The employer will furnish a reference on request.
"Workzone"	means a service provided by the Council dedicated to assisting unemployed Local Residents into employment. It offers job brokerage, work experience opportunities (construction and non-construction), site visits, employability and skills training to enhance the individual's prospects of accessing sustainable employment. Workzone works closely with partners including among others local colleges, Westfield London and Job Centre Plus.

The Developer covenants with the Council as follows:



2. **JOBS AND BUSINESS EMPLOYMENT STRATEGY**

2.1 Prior to Commencement to submit the JEBS, prepared at the Developer's own expense, to the Head of Economic Development for approval and not to Commence the Development unless and until 3 months have lapsed since the submission of the JEBS.

2.2 To comply with the JEBS upon its approval in writing by the Council.

2.3 Not to Commence the Development until such time as the JEBS has been approved in writing by the Council and the Council shall use Reasonable Endeavours to approve the JEBS within 2 months as soon as practicable following receipt of the JEBS from the Developer.

2.4 On each anniversary of the approval referred to in 2.3 of the JEBS, to review performance against all targets contained in the JEBS and submit this review together with a revised JEBS to the Council for its written approval and for the avoidance of doubt the Developer shall continue to comply with the approved JEBS in accordance with paragraph 2 of this Schedule until such time that any proposed revisions to the JEBS have been approved by the Council.

2.5 The Developer and the Council shall work together collaboratively to ensure the implementation of the approved JEBS (or as subsequently amended and approved) until the later of:

2.5.1 the date of completion of the construction of the Development; or

2.5.2 all measures or time periods as may have been prescribed pursuant to the last review of the JEBS or measures identified by the JEBS have been complied with.

2.6 Nothing in this Schedule nor in the JEBS shall require the Developer to act in a way or publish a document which contravenes English or European legislation relating to employment and procurement, or to offer employment to any candidate who does not have the skills and knowledge necessary to perform that employment.

3. **RECRUITMENT OF LOCAL RESIDENTS AND APPRENTICES**

3.1 To work collaboratively with the Council from the date of written approval of the JEBS until the date of completion of the construction of the Development to identify and promote within the Borough employment, training and business opportunities for Local Residents

and Local Businesses in relation to the demolition and construction phase(s) of the Development.

3.2 Where job applicants meet the essential requirements of any particular advertised role, encourage the Tier 1 Contractor(s) or Tier 2 Contractor(s) to consider all applications from Local Residents to ensure Local Residents are given the first opportunity to secure employment from the Development by way of operation of the Exclusivity Period.

3.3 To notify the Council of anticipated and actual employment, training or Apprenticeship vacancies arising from the Tier 1 Contracts or the Tier 2 Contracts.

3.4 To insert into all Tier 1 Contracts a requirement that meets the provisions of paragraph 3.1 above and that the contractors entering into such Tier 1 Contracts are aware of provisions of paragraph 3.2 above and similarly that such contractors will seek to include a requirement that meets the provisions of paragraph 3.2 above within Tier 2 Contracts.

3.5 To use Reasonable Endeavours to ensure that 10% of the workforce employed in the construction phase(s) of the Development are Local Residents

3.6 Subject to paragraph 3.8, the following to be provided during the construction phase of the Development :

(i) 26 (twenty six) Apprenticeships (being with either Tier 1 Contractors or Tier 2 Contractors)

(ii) 11 (eleven) Work Placements (being with either Tier 1 Contractors or Tier 2 Contractors)

(iii) 11 (eleven) Work Experience Placements

3.7 To use best endeavours to conduct a minimum of two (2) presentations promoting career route ways in the construction industry to H&F borough residents, borough schools as coordinated by Workzone and to attend future jobs fairs as arranged by Workzone

3.8 In the event that the number of Apprentices set out in paragraph 3.6 are not employed during construction of the Development, to pay to the Council the sum of £7,000 within twenty eight Working Days of Practical Completion of the Development for each Apprentice not employed and not to Occupy or permit the Occupation of the Development until such sum (if any) has been paid to the Council.

**4. MONITORING**

- 4.1 To provide the Council with quarterly reports detailing the number and percentage of Local Residents employed in the construction of the Development, the number of Apprentices employed in the construction of the Development and all other targets contained in the JEBS.

**5. LOCAL PROCUREMENT**

- 5.1 Prior to Commencement to prepare a local procurement strategy including working with the HFBrill4Biz Supply Chain Project to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development during the construction phase towards a target of 10% of the total construction cost in accordance with the Council's Local Procurement Code;

5.2 Prior to Commencement to meet with the Council's Economic Development Team (Local Procurement Officer) or the external contractor appointed to deliver a local supply chain service ("the Local Procurement Team") at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

- 5.3 To ensure that throughout the construction phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-paragraph the Developer shall upon written notice from the Council forthwith take any reasonable steps required by the Council to remedy such non-compliance.

- 5.4 To use Reasonable Endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

## SCHEDULE 9

### COUNCIL'S COVENANTS

The Council covenants with the Developer:

1. **GENERAL**
- 1.1 To use all sums received from the Developer under the terms of this Agreement for the purposes for which they are to be paid
- 1.2 In this Agreement where the agreement, approval, consent or any other expression of satisfaction is required from the Council that agreement, approval, consent or any other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or conditioned or delayed.
- 1.3 To carry out and complete the Highways Works in a timeframe which is commensurate with the construction program for the Development and in consultation with the Developer.
- 1.4 Unless and until paragraph 1.6 applies, to use all reasonable endeavours to apply the Affordable Housing Contribution towards, and commence the construction of, the Additional Social Rented Units on the Edith Summerskill House Site as soon as reasonably practicable.
- 1.5 In the event that prior to commencement of construction of any Additional Social Rented Units on the Edith Summerskill House Site the Council receives notice from the Developer that the Developer wishes the Additional Social Rented Units to be provided on another site within the Council's Framework or, if earlier, the period of 12 months following the date of this Agreement expires without the commencement of construction of any Additional Social Rented Units on the Edith Summerskill House Site having occurred, then paragraph 1.6 shall apply.
- 1.6 In the event that this paragraph applies, the Council and the Developer shall use all reasonable endeavours to select another site within the Council's Framework which is capable of accommodating the Additional Social Rented Units and once selected that site shall, subject to paragraph 1.7, be the Alternative Site for the purposes of Schedule 5 of this Agreement.

- 1.7 Paragraph 1.6 applies unless and until the Council and the Developer otherwise agree that the Alternative Site for the purposes of Schedule 5 shall be a different site within the Council's Framework (in which case such site shall be the Alternative Site for the purposes of Schedule 5) or that the Additional Social Rented Units should be provided on the Edith Summerskill House Site (and in such event the Council shall use all reasonable endeavours to apply the Affordable Housing Contribution towards and commence construction of the Additional Social Rented Units on the Edith Summerskill House Site as soon as reasonably practicable) PROVIDED THAT the Council and the Developer shall be entitled to agree to change the site selected under this paragraph 1.7 as many times as required until commencement of construction of the Additional Social Rented Units has occurred.
- 1.8 If applicable, in the event that an Alternative Site has been selected in accordance with paragraph 1.6 or paragraph 1.7 (as appropriate), the Council shall use all reasonable endeavours to apply the Affordable Housing Contribution towards, and commence the construction of, the Additional Social Rented Units on the relevant Alternative Site as soon as reasonably practicable.
- 1.9 To notify the Developer of the date of commencement of construction of any Additional Social Rented Units within 5 Working Days of such commencement.

**PLAN 1 – SITE PLAN**

**PLAN 2 – HIGHWAYS WORKS**

**PLAN 3 – WHEELCHAIR UNITS (FOR ILLUSTRATIVE PURPOSES ONLY)**



**PLAN 4 - INTERMEDIATE RENT UNITS PLAN**

**PLAN 5 – SOCIAL RENTED UNITS PLAN**

**PLAN 6 – EDITH SUMMERSKILL HOUSE SITE**

## APPENDIX 1

### HIGHWAYS WORKS

Any of the following works where necessary to carry out the highways works as identified on Plan 2:

1. Improvements and alterations to the public highway and public footway which shall include:
  - 1.1 repave the footway around the site, re-instate the redundant crossover and the provision of a new crossover.
  - 1.2 any public realm works to the public highway including mechanisms for stopping up, shared surface,
  - 1.3 Traffic Regulation Order or other licences or agreements as required
  - 1.4 replacement and replanting of any street tree(s) to be removed with associated Highways Works; and
  - 1.5 replacement of any street furniture to be removed with associated Highways Works; and
  - 1.6 alteration (physical and legal) of any existing waiting and loading restrictions required.
2. The work involved in the construction of all the above improvements and alterations includes:-
  - 2.1 general preliminaries;
  - 2.2 alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
  - 2.3 surface water drainage alterations as may be required for new gullies, manholes, connections and all pipework required;
  - 2.4 provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
  - 2.5 provision of road markings and traffic signs both temporary and permanent, where necessary;
  - 2.6 footway and carriageway works and alterations including embellished surfacing on approach to crossings; and
  - 2.7 parking or waiting restrictions as required by the Council fronting the Development.

3. The Works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

**APPENDIX 2**  
**FORM OF SOCIAL RENTED UNIT NOMINATIONS AGREEMENT**

**APPENDIX 3**

**FORM OF INTERMEDIATE UNIT NOMINATION AGREEMENTS**





#### APPENDIX 4

#### CONFIRMATORY DEED

THIS AGREEMENT is made by deed on 20[ ]

BETWEEN:

The Council

THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF HAMMERSMITH AND FULHAM of  
Town Hall King Street Hammersmith London W6  
9JU

The Developer

[ ] (Company Registration Number 0[ ]) whose  
registered office is situated at [ ]

#### 1. BACKGROUND

- 1.1 The Site is subject to the Planning Agreement and the planning obligations it contains.
- 1.2 Under the terms of the Planning Agreement, the Developer undertook to ensure that when it purchased the Site it would enter into a Confirmatory Deed.
- 1.3 The Developer has agreed to purchase the Site from the Council.
- 1.4 This Confirmatory Deed contains obligations which are planning obligations for the purposes of Section 106 of the Act.
- 1.5 The Council is the local planning authority for the purposes of the Act and is the local planning authority by whom the planning obligations contained in this Deed are enforceable

#### IT IS AGREED AS FOLLOWS:

#### 2. DEFINITIONS

This Confirmatory Deed adopts the definitions in clause 2 of the Planning Agreement and the interpretation provisions of clause 3 of the Planning Agreement unless stated otherwise.

“Planning Agreement”	means the agreement dated 201[] pursuant to section 106 of the Town and Country Planning Act 1990 relating to land at Watermeadow Court, Watermeadow Lane London, SW6 2RW;
“Relevant Obligations”	means the planning obligations contained in the Planning Agreement; and
"Site"	Means land at Watermeadow Court, Watermeadow Lane London, SW6 2RW shown for the purposes of identification only edged [black] on the plan appended to this Confirmatory Deed and being part of the land previously registered under title number NGL648488.

3. **STATUTORY AUTHORITY**

- 3.1 This Confirmatory Deed is made under section 106 of the Act and any other enabling provisions.
- 3.2 Each covenant in this Confirmatory Deed is a planning obligation for the purposes of section 106 of the Act enforceable by the Council against any person deriving title in the Site and is registerable as a local land charge.
- 3.3 The Deed shall take effect upon the date hereof.

4. **THE DEVELOPER’S COVENANTS**

- 4.1 The Developer covenants to the Council pursuant to section 106 of the Act as follows:
  - 4.1.1 that all of the Developer’s [freehold] interest in the Site shall be bound by the Planning Agreement;
  - 4.1.2 that it shall observe and perform all of the Relevant Obligations;
  - 4.1.3 that subject to the terms of the Planning Agreement that the planning obligations set out in the Planning Agreement shall be binding on persons deriving title to the Site from the Developer, excluding future tenants or

occupiers of individual Dwellings, Chargees of the Site and persons deriving title from them; and

4.1.4 no person other than the parties to this Deed has any interest in the Site for the purposes of the Act.

5. **ORIGINAL DEED PROVISIONS**

5.1 The parties confirm and agree that the provisions of the Planning Agreement shall apply to the interests in the Site which are held by the parties to this Deed.

6. **EFFECT OF THE AGREEMENT**

6.1 Nothing in this Deed shall prejudice the exercise of any statutory power duty or discretion by the Council.

6.2 Insofar as any clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

6.3 No waiver (whether express 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 acting upon any subsequent breach or default.

6.4 The provisions of this Deed shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.5 This Deed is governed by and shall be interpreted in accordance with the law of England and Wales.

6.6 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.

6.7 The headings appearing in this Deed are for ease of reference only and will not affect the construction of this Deed.

**IN WITNESS** of which the parties have executed but not delivered this Deed until the date first shown above.

**THE COMMON SEAL OF THE MAYOR AND BURGESSES** )  
**OF THE LONDON BOROUGH OF HAMMERSMITH** )  
**AND FULHAM** was affixed )  
in the presence of:- )

The Officer duly authorised on  
behalf of the Council

Dated 20[ ]

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

AND

---

CONFIRMATORY DEED OF  
UNDERTAKING

Relating to the development of  
Watermeadow Court, Watermeadow Lane  
London, SW6 2RW

---

Legal Services  
London Borough of Hammersmith and Fulham  
Town Hall  
King Street  
Hammersmith  
London W6 9JU  
Ref:

**APPENDIX 5**  
**LOCAL PROCUREMENT CODE**

IN WITNESS of which the parties have executed but not delivered this Deed until the date first shown above.

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

The Officer duly authorised on  
behalf of the Council

EXECUTED AS A DEED )  
By HFS Developments 2 Limited )  
acting by two directors )

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

AND

HFS DEVELOPMENTS 2 Ltd, a company registered in  
England under registration number 10286958 whose  
registered office is situated at Second Floor, 100 New  
Oxford Street, London, WC1A 1HB

---

**AGREEMENT**

Relating to the development of Watermeadow Court,  
Watermeadow Lane London, SW6 2RW

---

For the Director of Law  
Town Hall  
King Street  
Hammersmith  
London W6 9JU

Ref:





[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 01 August 2019 17:13  
**To:** [REDACTED] H&F  
**Subject:** RE: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

Well I'd need to have reports ready for Monday (agenda print is on Thursday next week), but I'd say as long as it is referred by Tuesday that should be ok.

I'm away on the 19<sup>th</sup> and the 27<sup>th</sup>, so the next meeting I could take it to would be the 2<sup>nd</sup> Sept.

Thanks,

[REDACTED]

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 01 August 2019 14:25  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

That's correct on both points. When do you need these by to go to 12<sup>th</sup>? We're pretty much ready, but if this was missed can you advise when it would go?

Thanks

[REDACTED]

[REDACTED]  
Deputy Team Leader - Strategic Applications Team  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]  
[REDACTED] [lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)  
Strategic Director of The Economy: Jo Rowlands

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 01 August 2019 09:56  
**To:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Subject:** RE: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

Thanks for sending this and apologies (again) for the delay in reply.

I think the amendments satisfy our points, so thanks for including them. Just to check that I've understood correctly, the cascade would work in the following way:

1. If after 12 months from the date of permission, ESH hasn't commenced, the developer can trigger the cascade to the alternative site (but this can't be triggered before 12 months has elapsed);
2. The market units at WMC cannot be occupied until either ESH has commenced, or (if the cascade is triggered), the identified alternative site has commenced.

Is this correct?

Are you ready to refer the stage 2 now? If so, I will aim to take it to the 12<sup>th</sup> August Mayor's meeting (as I'm away for the next couple of meetings after that).

Thanks,

[REDACTED]

[REDACTED] [REDACTED]

**Team Leader, Development Management**  
GREATERLONDONAUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7983 [REDACTED]  
[www.london.gov.uk/what-we-do/planning](http://www.london.gov.uk/what-we-do/planning)  
[REDACTED] [london.gov.uk](http://london.gov.uk)

---

**From:** [REDACTED] [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 29 July 2019 10:40  
**To:** [REDACTED] [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

I've discussed this with the applicant and an updated version of the agreement is attached.

- 1) Appending the Council's Framework to the agreement. I think we discussed this in our meeting, as a commercially sensitive document the Council isn't in a position to append this to the agreement, should this situation ever come up then the Framework will be discussed at that time to identify an alternative site.
- 2) With regards to the comment on paragraph 3.1, the principle of the change in red is agreed, but is delivered with slightly different drafting attached
- 3) Within the definition of Additional Social Rented Units the number of units that are to be delivered through the contribution is now referenced
- 4) A cascade along the lines suggested is now included. This is included in the obligations relating to the delivery of the units in Schedule 9 as that is the Schedule which contains the Council's covenants (and the Developer wants to be able to enforce these against the Council if necessary).

Thanks

[REDACTED]

[REDACTED] [REDACTED]

Deputy Team Leader - Strategic Applications Team

The Economy Department  
Hammersmith & Fulham Council

07717 [REDACTED]

[REDACTED] [lbhf.gov.uk](mailto:[REDACTED]@lbhf.gov.uk)

[www.lbhf.gov.uk](http://www.lbhf.gov.uk)

Strategic Director of The Economy: Jo Rowlands

---

From: [REDACTED] <[REDACTED]@london.gov.uk>

Sent: 15 July 2019 18:14

To: [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>

Subject: RE: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

Apologies for the delay in responding to this.

There isn't yet a cascade mechanism in the form that I was expecting, i.e. something that makes clear that the £6m goes towards ESH in the first instance, but after a certain agreed period if ESH hasn't been commenced, it goes towards another nominated scheme in the Council's framework, with an appended framework which contains named schemes. There are some amendments that could deal with this, though, as I've outlined below:

- The restriction on occupation of WMC until the Additional Social Rent units are commenced (para.3.1) can address the first point on timings, but it should be made clearer that if the Additional Social Rented Units are delivered on another site, the occupation restriction applies until the units are delivered, e.g.

#### **ON-SITE AFFORDABLE HOUSING DELIVERY**

3.1 Subject to paragraph 3.3, not to Occupy or permit Occupation of any of the Market Housing Units comprised in the Development unless and until commencement of construction of the Additional Social Rented Units has occurred PROVIDED THAT for the avoidance of doubt in the event that the Affordable Housing Contribution has been paid and construction of the Additional Social Rented Units on the Edith Summerskill House Site has commenced the restriction on Occupation in this paragraph 3.1 shall cease to apply (irrespective of whether the Affordable Housing Contribution has at that time been applied towards the Additional Social Rented Units). **Also for the avoidance of doubt, in the event that the Additional Social Rented Units are delivered at another site in the Council's Framework, the restriction on occupation will continue to apply until the construction of the Additional Social Rented Units has commenced on that site.**

- The "Additional Social Rented Units" definition needs to include the minimum units/hab rooms that need to be replaced (i.e. the equivalent of the 35 remaining SR units that need to be reprovided from the WMC site)
- An "additional affordable housing delivery scheme" should be worded which kicks in if the need to deliver the SR units on another site in the Council's framework is triggered – i.e:
  1. The Council is notified that the developer wants to trigger the cascade to another scheme
  2. An alternative scheme in the Council's framework is to be identified, which able to deliver (the equivalent of 35 units) of social rented accommodation, and
  3. A timeframe for delivery, or a reconfirmation of the restriction on occupation of WMC until the additional units are constructed

This could be added as a definition in its own right and also the "Additional Social Rented Units" definition:

“Additional Social Rented Units” means a **minimum of 35** additional Affordable Housing units to be provided at the Social Rent Price at either the Edith Summerskill House Site or another unconsented site within the Council's Framework in accordance with the **Affordable Housing Delivery Scheme** and which are to be funded by the Affordable Housing Contribution;

Can you have a think about this and I'll call to discuss this and Olympia tomorrow.

Thanks,

---

**From:** [REDACTED] H&F <[REDACTED]@lbhf.gov.uk>  
**Sent:** 03 July 2019 15:59  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** FW: WMC & ESH S106 [HS-London\_11.FID683057]

Hi [REDACTED]

Further to the points raised in your email, revised copy of the Watermeadow agreement is attached. They are the tracked versions, but I think these deal with the issues. If you could let me know when you can then we'll move to stage 2

Thanks

[REDACTED]  
[REDACTED]  
Strategic Applications Lead Officer  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]  
[REDACTED]@lbhf.gov.uk  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)  
Strategic Director of The Economy: Jo Rowlands

**Please note – new address for The Economy Department is 3 Shortlands, Hammersmith W6 8BT**

I our mark-up of the draft s106 agreement for WMC (I also attach a PDF comparison showing the changes made to your draft, for reference). The substantive changes we have made to the draft you circulated on 13 June are:

1. Additional Social Rented Units – we've added some wording to this which seeks to tie it more closely with the Affordable Housing Contribution definition
2. Sch 5 para 3.1 – we have added a proviso to the restriction on occupation which is intended to ensure that the restriction is lifted once work begins on ESH provided the £6m has been paid (irrespective of whether at that point LBHF has actually applied the £6m towards ESH)
3. Additional Affordable Housing Scheme – as discussed, further to the GLA's request we have added this definition and associated drafting to Sch 6
4. Cap – there were a couple of typos in this which we have now addressed so that it is consistent with the GLA's formula
5. Sch 9 (Council's covenants) – we have added an obligation on LBHF to use all reasonable endeavours to apply the £6m towards Additional Social Rented Units at ESH as soon as reasonably practicable and in any event to notify HFS of commencement of the Additional Social Rented Units

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 06 August 2019 11:05  
**To:** [REDACTED] H&F  
**Subject:** RE: Stage 2 Referral Edith Summerskill House

Hi [REDACTED] thanks for these referrals.

I've just got a couple of queries as I prepare the reports, which I'd like to discuss (mainly regarding [REDACTED] objection...)- would you be able to give me a call when you can? I'm at home and on my mobile today - 0 [REDACTED].

Thanks,

---

**From:** [REDACTED] H&F [mailto:[REDACTED]@lbhf.gov.uk]  
**Sent:** 05 August 2019 11:32  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** Stage 2 Referral Edith Summerskill House

Hi [REDACTED]

Please find attached all the required documents and formal letter to refer this to the Mayor for his Stage 2 consideration on 12<sup>th</sup> August. If there are any gaps or issues please let me know.

Many thanks

[REDACTED]  
Deputy Team Leader - Strategic Applications Team  
The Economy Department  
Hammersmith & Fulham Council  
07717 [REDACTED]  
[REDACTED]@lbhf.gov.uk  
[www.lbhf.gov.uk](http://www.lbhf.gov.uk)  
Strategic Director of The Economy: Jo Rowlands

1. Attachment - [http://democracy.lbhf.gov.uk/documents/s95833/PADCC\\_10October2017\\_Addendum.pdf](http://democracy.lbhf.gov.uk/documents/s95833/PADCC_10October2017_Addendum.pdf)
2. Public consultation responses available via [Planning Register](#)

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**London Borough of Hammersmith & Fulham**

The Economy Department  
6<sup>th</sup> Floor, 3 Shortlands,  
Hammersmith London W6 8DA  
Tel: 020 8753 [REDACTED]  
Email: [REDACTED]@lbhf.gov.uk  
Web: [www.lbhf.gov.uk](http://www.lbhf.gov.uk)



Our Ref: 2017/01849/FUL

**BY EMAIL**

[REDACTED]  
[REDACTED]  
Team Leader  
Development & Projects  
GREATER LONDON AUTHORITY  
City Hall, The Queen's Walk,  
London SE1 2AA

5 August 2019

Dear [REDACTED] [REDACTED]

**Town and Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 & 2007 and Town and Country Planning (Mayor of London) Order 2008**

**Address:** Edith Summerskill House, Clem Attlee Court, Lillie Road London SW6 7TD

**Proposal:** Erection of a 20 storey tower (plus plant) with a single storey basement and ground floor mezzanine at a maximum height of approximately 80.27m AOD, comprising 133 residential (Class C3) units up to a maximum of approximately 16,262 m<sup>2</sup> (GEA); ancillary community use at ground floor level; hard and soft landscaping and associated works.

I refer to the above application for full planning permission and listed building consent and your Stage 1 letter/report dated 2 October 2017.

On the 10 October 2017 Hammersmith & Fulham Council's Planning Applications and Development Control Committee resolved to grant planning permission for the proposed development subject to there being no contrary direction from the Mayor and upon the completion of a satisfactory S106 Agreement.

Accordingly, under Article 5 (1) (b) (i) of the Town and Country Planning (Mayor of London) Order 2008, I now refer the application to the Mayor for his Stage 2 decision.

Attached by email alongside this letter is the following information;

- Copies of all the representations received in respect of the planning application.
- Copies of representations from consultees

- The officers' report to the Planning Applications and Development Control Committee
- Addendum tabled at the Planning Applications and Development Control Committee
- A copy of the draft of the proposed S106 Agreement.

I would be pleased to receive any observations you may wish to make within 14 days of receipt of this letter. Please mark all correspondence for my attention.

You may view the application itself and any associated drawings and documents on the council's website: [www.lbhf.gov.uk](http://www.lbhf.gov.uk).

I hope that this information is sufficient for your requirements, but please let me know urgently if you need anything else to move the matter forward.

Yours sincerely



**Deputy Team Leader - Strategic Applications  
The Economy Department  
London Borough of Hammersmith & Fulham**



[REDACTED]

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**From:** Planning Support  
**Sent:** 13 August 2019 15:36  
**To:** [REDACTED] spatialplanning@tfl.gov.uk; Andrew Boff; PCU@communities.gsi.gov.uk; [REDACTED] tfl.gov.uk; [REDACTED]; Planning; [REDACTED] Tony Devenish; [REDACTED]; [REDACTED] lbhf.gov.uk  
**Subject:** GLA 3883 - Edith Summerskill House  
**Attachments:** Stage 2 letter & report.pdf

Dear all

Please find the attached decision letter & report relating to the above application.

Regards

[REDACTED]

GLA Planning Support Team

Stage 2 letter and report available at <https://www.london.gov.uk/what-we-do/planning/planning-applications-and-decisions/planning-application-search/edith-summerskill-house>