DEED OF PLANNING OBLIGATION
under Section 106 of the Town and Country Planning Act 1990

Re: Former Comet Stores and existing Sainsbury’s Store, 55 and 57 Bugsbys Way, Millennium Retail Park, Charlton, SE7 7SE

Law and Governance
Chief Executive’s Department
Royal Borough of Greenwich
4th Floor, The Woolwich Centre
35 Wellington Street
Woolwich
London SE18 6HQ
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PARTIES

(1) ROYAL LONDON (CIS) LIMITED (Co. Regn. No. 8629353) of 55 Gracechurch Street, London EC3V 0RL (hereinafter called “CIS”); and

(2) SAINSBURY PROPCO A LIMITED (Co. Regn. No. 05644620) of 33 Holborn, London EC1N 2HT (hereinafter called “the First Leaseholder”); and

(3) SAINSBURY’S SUPERMARKETS LTD (Co. Regn. No. 03261722) of 33 Holborn, London EC1N 2HT (hereinafter called “the Second Leaseholder”); and

(4) IKEA PROPERTIES INVESTMENTS LIMITED (Co. Regn. No. 03026333) of Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1SH (“the Developer”); and

(5) THE MORTGAGEE OF NEW YORK Mellon acting through its London Branch of One Canary Wharf, London, E14 5AL (the “Mortgagee”) (faded)

(6) ROYAL BOROUGH OF GREENWICH of Town Hall, Wellington Street, Woolwich, London, SE18 6PW (hereinafter called “the Council” which expression shall include any successor local planning authority exercising planning powers under the Act)

RECITAL

A CIS is the owner of the long leasehold interest in the land and property at Millennium Retail, Park Bugsbys Way, Charlton, London, SE7 registered with leasehold Title Absolute at the Land Registry under Title Number TGL147097 the part of which forms the Site the boundaries of which are delineated for the purposes of identification only edged red on the Plan and are referred to as “the Land”.

B The First Leaseholder has the benefit of a lease ("the Lease") comprised in leasehold title number TGL168980 and the Second Leaseholder has the benefit of an underlease of the same area of land registered with leasehold title number TGL271607, both of which fall within the Land. The First Leaseholder and the Second Leaseholder shall hereinafter be referred to as “the Leaseholders”.

C The Developer intends to take a lease and the First Leaseholder intends to transfer the Lease to the Developer. The Second Leaseholder intends to surrender the lease comprised in leasehold title TGL271607.

D The Developer has an agreement to acquire the Lease and to take the New Lease upon grant of the Planning Permission and made the Planning Application.
The Mortgagee is the registered proprietor of a charge dated 24 March 2006 under title number TGL168980 in respect of the land within that title number.

The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

By an application dated 30th December 2013 the Planning Application was submitted to the Council and given the Council’s reference number 13/3285/0.

The Council resolved at a meeting of Planning Board on 3rd March 2014 to grant the Planning Permission subject to the conditions and the applicants entering into planning obligations as hereinafter provided.

The Developer has agreed to indemnify the First Leaseholder and Second Leaseholder in accordance with the terms of clause 12 and to indemnify CIS in accordance with the terms of the Deed of Indemnity.

1. DEFINITIONS

“Act” shall mean The Town and Country Planning Act 1990

“Business Days” shall mean a day other than a Saturday or Sunday or public holiday or bank holiday in England or the period between 24 December to 1st January inclusive

“Bus Stops” means the proposed bus stops shown on drawing number 1100661/A/08

“Deed of Indemnity” shall mean a deed of indemnity entered into on the same date as this agreement between (1) CIS and (2) the Developer

“Development” shall mean the Development of the Land as set out in the Planning Application and permitted by the Planning Permission

“Director” shall mean the Director of Regeneration Enterprise & Skills for the time being of the Council or such other officer of the Council as it may notify to the Developer in writing

“Ecological Park” shall mean the Greenwich Peninsula Ecological Park

“Employment Training” shall mean the training of Local People to help them to acquire employment skills under the Council’s Greenwich Local Labour and Business Scheme (GLLaB)

“Existing Car Park Management Plan” means a restriction on parking for more than 3 hours for trips to the retail stores and 5 hours for cinema trips.

“Expert” shall mean the expert appointed pursuant to clause 6 of this Deed

“Financial Contribution” shall mean those financial contributions made to the Council as detailed in the paragraph 1 of the Third Schedule of this deed
For and on behalf of
Sainsbury's Corporate Director Limited
“Fleet Operator Recognition Scheme” shall mean Transport for London’s voluntary Fleet Operator Recognition Scheme (FORS) for fleet operators as described in its document the purpose of which is to raise the level of quality within the fleet operations and to demonstrate which fleet operators are achieving the FORS standards and who are assessed against the requirements of legal compliance, safety, efficiency and environmental protection by an approved FORS certification body set out in its “Fleet Operator Recognition Scheme 2012”

“GLLaB” shall mean the Greenwich Local Labour and Business Scheme in operation at the date of this Deed

“the Implementation Date” shall mean the date that the Planning Permission is Implemented

“Implement” “Implemented” and “Implementation” shall mean the carrying out of a Material Operation as defined in section 56(4) of the Act save for operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements

“the Land” shall mean the land against which this Deed may be enforced and is more particularly delineated edged red on Plan A of the First Schedule to this Deed.

“The Leaseholders” shall mean the First Leaseholder and the Second Leaseholder

“Local Business” shall mean businesses whose established place of business is in the Royal Borough of Greenwich

“Local People” shall mean persons whose principal or only home is in the Royal Borough of Greenwich

“Occupation”, “Occupied” and “Occupy” shall mean 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.

“Millennium Retail Park Bus Way” shall mean the busway from North Greenwich Station through the Millennium Retail Park

“Owners” shall mean the Developer, the First Leaseholder and the Second Leaseholder

“Plan A” shall mean the plan attached to this Deed showing in red edging the extent of the land to be bound by this Deed and marked Plan A of First Schedule to this Deed

“Planning Application” the application for planning permission dated 30th December 2013 submitted to the Council for the Development and allocated the Council’s reference number 13/3285/0 in respect of the Development
“Planning Permission” the planning permission subject to conditions to be granted by the Council pursuant to the Planning Application in the form set out in the Second Schedule to this Deed.

“Practical Completion” shall mean the date that in respect of a building or the whole Development (as the case may be) a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part of the Development.

“Public Art” shall mean either a permanent or temporary physical work of art visible to the general public, whether part of a building or free standing and shall include but not be limited to sculpture, lighting effects, street furniture, paving, railings and signs.

“Public Realm” shall mean those parts of an urban area whether publically or privately owned which are available for everyone to use and shall include but limited to street, parks, squares and other publically accessible open spaces, public and civic buildings, public art and facilities that are accessible to all individuals within the Borough.

“RPI Indexation” shall mean indexation by reference to the Government Index of Retail prices (All Items) published by the Office of National Statistics on behalf of HM Government or any successor to that index from time to time and such indexation shall be from the date this Deed and RPI Index should be construed accordingly.

“Traffic Monitoring Scheme” shall mean a scheme to monitor the performance of the junctions of the A102/Woolwich Road, Bugsby's Way/Commercial Way, and Bugsby's Way/Pear Tree Way against a baseline defined by the findings of the With-Development Scenario of the Transport Assessment, by way of an annual survey to be undertaken on the first anniversary of the first Occupation of the Development and thereafter annually for up to three years.

“Transport for London” is the highway authority for the purposes of the Highways Act 1980 for the Transport for London road network which shall include any successor exercising powers under the Highways Act 1980.

“Travel Plan” means a plan to meet the requirements of paragraph 3 of the Third Schedule to this Agreement.

“Unsatisfactory Performance” means junctions operate with a Degree of Saturation (DoS) or Reference Flow Capacity (RFC) 5% above what was set out within the With-Development Scenario of the Transport Assessment.

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies,
corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.

2.5 Headings contained in this Deed are for reference purposes only and are not incorporated into the Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.

2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the successors to their respective statutory functions.

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.

3.2 Subject to clauses 3.4 and 3.5 the covenants, restrictions and requirements imposed upon the Owners and CIS under this Deed create planning obligations pursuant to Section 106 of the Act and (in the manner set out in the provisions hereinafter contained) shall be binding on the Land and enforceable by the Council as local planning authority not only against the Owners and CIS but also against any person deriving title from the Owners and CIS in respect of the Land as provided by Section 106 of the Act and any persons claiming through or under it.

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

3.4 Subject to clause 3.5, CIS agrees to its interests in the Land being bound by the planning obligations on the part of CIS contained in this Deed insofar as such obligations relate to or affect such Land.

3.5 With the exception of paragraphs 5, 6 and 11 of the Third Schedule, the planning obligations in this Deed shall not be enforceable against CIS.

3.6 The planning obligations in this Deed will not be enforceable against the First Leaseholder or the Second Leaseholder (or their respective successors in title) following disposal (including by way of assignment) of their respective interests in the land hatched green on Plan A.
4. CONDITIONALITY

4.1 This Deed is conditional upon:
(i) the grant of the Planning Permission; and
(ii) the Implementation of the Planning Permission

save for the provisions set forth in paragraph 13 of the Third Schedule (Monitoring and Legal Fees) of this Deed which shall come into effect immediately upon completion of this Deed PROVIDED THAT nothing shall absolve the Owners from complying with the obligations made under this Deed in relation to the Development or part of it which need to be complied with prior to the Implementation of the same.

5. MISCELLANEOUS

5.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 save for paragraph 5 of the Third Schedule which shall be enforceable by Transport for London in addition to the Council.

5.2 This Deed shall be registerable as a Local Land Charge by the Council.

5.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owners and CIS from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Director; and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

5.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

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

5.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Implementation of the Development. This Clause shall not apply if the Planning Permission is subsequently re-instated.

5.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

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

5.9 The Mortgagee consents to the First Leaseholder entering into this
Deed and acknowledges that this Agreement binds its interest in the
Land. The parties agree that the obligations contained in this Deed
shall not be binding on, nor enforceable against the Mortgagee nor
any receiver appointed by the Mortgagee nor any person claiming title
through the Mortgagee or any receiver unless it shall have entered
into possession of the Land.

6. **APPOINTMENT OF EXPERT**

6.1 In the event of any dispute arising between the parties hereto in
respect of any matter contained in this Deed (including any matter to
be agreed or approved under this Deed) the same shall be referred to
an Expert being an independent person of at least 10 years standing in
the area of expertise relevant to the dispute to be agreed between the
parties hereto or failing agreement at the request and option of any of
them to be nominated at their joint expense by or on behalf of the
President for the time being of the Law Society and the Expert so
appointed shall act as an expert and not as an arbitrator and whose
decision shall be final and binding on the parties and whose costs
shall be in his award.

6.2 The Expert shall be appointed subject to an express requirement that
he reaches his decision and communicates it to the parties to the
dispute within the minimum practical timescale allowing for the
nature and complexity of the dispute and in any event not more than
twenty-eight days from the date of his appointment to act.

6.3 The Expert shall be required to give notice to each of the said parties
to the dispute inviting each of them to submit to him within ten
working days written submissions and supporting material and shall
afford to the said parties an opportunity to make counter submissions
within a further five working days in respect of any such submission
and material and his decision, in the absence of manifest error, shall
be binding on the said parties.

6.4 The provisions of this clause shall not affect the ability of the Council
to apply for and be granted any of the following: declaratory relief,
injunction, specific performance, payment of any sum, damages, any
other means of enforcing this Deed and consequential and interim
orders and relief.

7. **WAIVER**

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

8. **CHANGE IN OWNERSHIP**

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

9. **LATE PAYMENT**

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

10. **FINANCIAL PAYMENTS**

All financial payments payable by the Developer to the Council under this Deed are to be sent by cheque made payable to “Royal Borough of Greenwich” and sent (apart from the Council’s legal and professional costs) to the Director in the Council’s Department of Planning, 5th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ. The Council’s professional legal costs shall be sent to the 4th Floor of The Woolwich Centre, 35 Wellington Street, Woolwich, London, SE18 6HQ.

11. **COVENANTS**

11.1 The Owners and CIS covenant with the Council as set out in the Third Schedule to this Deed.

11.2 The Council covenants with the Owners as set out in the Fourth Schedule.

12. **INDEMNITY**

12.1 The Developer covenants with the Leaseholders to indemnify the Leaseholders jointly and severally against and pay to the Leaseholders all costs claims losses damages or other liability incurred by the Leaseholders arising as a result of any breach of the terms of this Agreement by the Developer.

12.2 The Developer has covenanted with CIS in the terms of the Deed of Indemnity.

13. **NOTIFICATION**

13.1 The Owners covenant with the Council that it shall give notice to the Council of the commencement and completion of any dates referred to in this Deed including:

(i) Implementation Date

(ii) Any other obligations to notify the Council as referred to in this Deed.
FIRST SCHEDULE

PLAN A
For and on behalf of
Sainsburys Corporate Director Limited
SECOND SCHEDULE

FORM OF NOTICE OF PLANNING PERMISSION
DECISION NOTICE - OUTLINE PLANNING PERMISSION APPROVED

Dear Ms Miles,

Town & Country Planning Act 1990 (As Amended)

Site: Sainsbury's and Former Comet Stores, 55 & 57 Bugsby's Way, Greenwich, SE10
Applicant: IKEA Properties Investments Limited and LXB RP (No. 20) Limited
Proposal: Outline planning permission (all matters reserved except access and layout) for the redevelopment of the site to provide one non-food retail unit (Class A1) of up to 33,000 sqm. gross floor area, service yard and associated infrastructure.


The Royal Borough of Greenwich as Local Planning Authority grants planning permission for the development described above and referred to in your application dated 30 December 2013.

NOTE: Section 92 of the Town and Country Planning Act, 1990 (as amended), applies and requires that:

(a) Application for approval of any details must be made not later than the expiration...
three years beginning with the date of this outline planning permission;

(b) The development hereby permitted must be begun within five years from the date of this outline planning permission, or

(c) The expiration of two years from the final approval of the details, or in the case of approval on different dates, the final approval of the last such matter to be approved.

There are 34 further conditions which are set out in the schedule overleaf.

Having regards to the provisions of the London Plan namely Policies 2.13, 4.7, 4.8, 5.2, 5.3, 5.6, 5.7, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.21, 6.3, 6.9, 6.10, 6.13, 7.2, 7.3, 7.4, 7.6, 7.13, 7.14, 7.15, 7.19, the Royal Greenwich Local Plan: Core Strategy with Detailed Policies OS(f) EA1, EA3, TC5, DHI, DH(b), E1, E2, E3, E(a), E(c), E(e), E(f), CH1, IM(b), IM(c), IM(d), IM1, IM4, The National Planning Policy Framework and the other material considerations, it is considered that subject to compliance with the conditions attached, the proposed development would be in accordance with the Unitary Development Plan, and would not materially harm the character of the area, or the amenity of neighbouring occupiers, or highway conditions in the area.

Environmental information was submitted with this application for the purposes of the Town and Country Planning (Environmental Impact Assessment) Regulations 1999). The environmental information was taken into consideration by the local planning authority in dealing with this application.

Yours faithfully

[Signature]

Assistant Director

Notes

The Council in assessing the merits of this application have taken into consideration the provisions of the National Planning Policy Framework.

You are reminded that you may also require approval under the Building Regulations. Advice and application forms can be obtained from Building Control at this address, by telephone on 020 8921 5413 or by emailing building.control@royalgreenwich.gov.uk
SCHEDULE OF CONDITIONS, REASONS and INFORMATIVES
Application Reference: 13/3285/O
At: Sainsbury's and Former Comet Stores, 55 & 57 Bugsby's Way, Greenwich, SE10

Condition 1
No building work shall be started until detailed plans/sections and elevations showing the following details in respect of relevant parts of the development have been submitted to, and approved in writing by, the Local Planning Authority and the relevant part of the development shall in all respects be carried out in accordance with the approved plans:

a) External Appearance  
b) Landscaping  
c) Scale

Reason 1
The application was submitted in outline with matters of external appearance, landscaping and scale reserved for future consideration.

Condition 2
An application for approval of the Reserved Matters pursuant to Condition 1 shall be made to the Local Planning Authority before the expiration of three (3) years from the date of this permission.

Reason 2
To comply with Section 92 of the Town and Country Planning Act 1990.

Condition 3
The development to which this permission relates shall begin no later than:

i. The expiration of three (3) years from the date of this Outline Planning Permission; or

ii. The expiration of two (2) years from the final approval of the last Reserved Matter

Reason 3
To comply with Section 92 of the Town and Country Planning Act 1990.
Condition 4
Full details of all hard and soft landscaping arrangements including surface treatment, fencing or other means of enclosure; tree, or shrub planting indicating species and size shall be submitted to, and approved in writing by, the Local Planning Authority before the development is commenced. The hard landscaping shall be completed before the premises are operational. The soft landscaping shall be completed within 12 months, or by the end of the first planting season, after the completion of the development to the satisfaction of the Local Planning Authority.

Any trees, or plants which die within a period of 5 years from the completion of the development; are removed, or become seriously damaged, or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason 4
To safeguard visual amenity of the area generally and ensure compliance with Policy DH1 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 5
During construction no vehicles shall leave the site with earth, mud etc., adhering to the wheels in a quantity which may result in it being deposited on the public highway or footpath, and creating nuisance, or hazard to vehicles, or pedestrians. Suitable wheel washing equipment to avoid such problems shall be installed, operated and maintained on the site until the development is completed. The written consent of the Environment Agency shall be obtained regarding the disposal of surface water and drainage for wheel washing facilities.

Reason 5
In order to maintain the safety and amenity of users of surrounding roads and footways and ensure compliance with Policy E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 6
Full details including samples of all facing materials and fenestration to be used on all the building shall be submitted to, and approved in writing by, the Local Planning Authority prior to the development commencing and the scheme shall thereafter be implemented in accordance with the approval.

Reason 6
In order that the Local Planning Authority may be satisfied with the external appearance of the buildings and ensure compliance Policy DH1 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 7
Full details of on-site renewable energy technologies which shall provide for no less than a 25% reduction of the development’s overall CO₂ emissions shall be submitted to and approved in writing by the Local Planning Authority prior to the implementation of the development hereby approved. The details shall include:

a) An energy assessment stating:
   – baseline energy demands in KWh and kg/CO₂. A baseline for regulated energy use required by building regulations and non-regulated energy use.
   – energy reduction achieved on the baselines through the use of on-site renewable energy technologies in KWh, kg/CO₂ and % CO₂ reduction.

b) The resulting scheme, along with machinery/apparatus location, specification and operational details;

c) A management plan for the operation of the technologies;

d) (if applicable) A servicing plan including times, location, frequency, method of servicing (and any other details the Local Planning Authority deems necessary);

e) (if applicable) A noise assessment regarding the operation of the technology;

The development shall be carried out in accordance with the details hereby approved, shall be maintained as such thereafter and no amendments to the approved scheme shall be permitted without the prior written consent of the Local Planning Authority.

Reason 7
To contribute towards carbon dioxide emission reduction and to comply with London Plan Policy 4A.7, and Policies E1 and E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 8
Evidence that the scheme of renewable energy provision has been installed in accordance with the condition above, including evidence of commissioning and a copy of the buildings on site’s Energy Performance Certificate, shall be submitted to, and approved in writing by, the Local Planning Authority prior to first occupation of the development hereby approved.

Reason 8
To contribute towards carbon dioxide emissions reduction in accordance with Policy 4A.7 of the London Plan and Policies E1 and E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 9
Details of the proposed lighting and CCTV scheme to ensure the safety of pedestrians, cyclist and vehicles shall be submitted to, and approved in writing by, the Local Planning Authority before the development hereby permitted first open for trading.

Reason 9
To promote a safe and secure environment for future users of the development hereby permitted in accordance with Policies DHI, DH(b) and E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 10
Prior to commencement of development, a demolition and construction method statement shall be submitted to and approved in writing by the Local Planning Authority. The method statement should include details of the following:-
- Hours of work
- Haulage routes
- Likely noise levels to be generated from plant
- Details of any noise screening measures
- Proposals for monitoring noise and procedures to be put in place where agreed noise levels are exceeded
- Likely dust levels to be generated and any screening measures to be employed
- Proposals for monitoring dust and controlling unacceptable releases
- Wheel washing facilities and facilities for discharging the water

The development shall only be implemented in accordance with the details and measures approved as part of the demolition and construction method statement, which shall be maintained throughout the entire demolition and construction period.

Reason 10
To safeguard the amenity of the neighbouring occupiers and the surrounding area generally in accordance with Policies E(a), E(c) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 11
The development hereby permitted shall not commence until a Construction Logistics Plan (CLP) and a Delivery and Servicing Plan (DSP) have been submitted to, and approved in writing by, the Local Planning Authority. The CLP and DSP shall in all respects be implemented in accordance with the details approved pursuant to this condition.

Reason 11
In order to safeguard residential amenity and pedestrian and traffic safety and ensure compliance with Policies E(a), E(c) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 12
The use of the building hereby permitted shall not commence until spaces for the parking of all vehicles have been laid out within the site in full accordance with the approved details and thereafter the spaces shall be permanently retained for the designated purposes.

Reason 12
In order to ensure the safety and amenity of users of the site and surrounding roads and footways and ensure compliance with Policies IM(b), IM(c) and IM4 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 13
The use of the building hereby permitted shall not commence until spaces for the loading and unloading of service vehicles have been laid out within the site in full accordance with the approved details and thereafter the spaces shall be permanently retained for the designated purposes.

Reason 13
In order to ensure the safety and amenity of users of the site and surrounding roads and footways and ensure compliance with Policies IM(b) and IM(c) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 14
Provision shall be made for the storage of refuse and recycling facilities in accordance with details to be submitted to, and approved in writing by, the Local Planning Authority prior to the commencement of the development, such provision shall be implemented prior to the occupation of the development and shall thereafter be made permanently available for the occupiers of the development.

Reason 14
To protect amenity and ensure adequate provision for the storage of refuse in accordance with Policies DH1 and E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 15
Full details for the demolition of the buildings currently on the site, work methods, control measures to minimise noise and dust emissions, proposals for the identification and removal of asbestos-based materials and details for the disposal of materials from the site shall be submitted to, and approved in writing by, the Local Planning Authority prior to commencement of any demolition/clearance work on site. The development, including demolition and disposal of materials from the site, shall in all respects be carried out in accordance with the approved details. No work shall start on site until this condition has been discharged.

Reason 15
To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policies E(a), E(c) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 16
Suitable and sufficient site investigation to determine the presence of contaminants, including ground exhaled gases, shall be carried out to the satisfaction of the Local Planning Authority. The full results of the investigation and details of proposed remedial measures shall be submitted to, and approved in writing by, the Local Planning Authority and implemented prior to the start of the development. Such details are to include measures to prevent the migration of contaminants; to protect structures and services, and to protect future maintenance personnel. No work shall start on the site until this condition has been discharged and any remedial work found necessary has been undertaken.

Reason 16
In the interest of the prospective occupiers of the land and to ensure compliance with Policies E(a) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 17
Building and Demolition works must only be carried out within the following times:-

- 08:00 Hours to 18:00 Hours, Monday to Friday
- 08:00 Hours to 13:00 Hours on Saturdays
- And not at all on Sundays or Bank, or Public Holidays.

No heavy piling drilling works or impact-breaking of on-site materials shall be carried out other than on weekdays between 10.00 a.m. and 4.00 p.m. or on Saturdays between 10.00 a.m. and 12.00 noon.

Reason 17
To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policy E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 18
The use hereby permitted shall not operate outside the following hours:

- 10.00hrs to 22.00hrs Mondays to Fridays;
- 09.00hrs to 22.00hrs Saturdays; and
- No more than 6 consecutive hours between 10.00hrs and 18.00hrs on Sunday and public holidays.

Reason 18
To safeguard the amenities of neighbouring properties and the area generally and ensure compliance with Policy E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 19
The development shall not be commenced until a pedestrian and cycle access plan is submitted to, and approved in writing by, the Local Planning Authority. The pedestrian and cycle access plan should seek to improve the direct permeability of the site to pedestrians and cyclists. The development shall thereafter be constructed in accordance with the pedestrian access plan as approved.

Reason 19
To promote a safe and secure environment for pedestrians and clients of the approved development in accordance with Policy IM(b) and IM4 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 20
Full details of any scheme of external lighting for the entire development shall be submitted to, and approved in writing by, the Local Planning Authority before any external lighting is installed and the lighting shall not be carried out otherwise than in accordance with the details as approved.

Reason 20
To safeguard the amenity of nearby residents and to ensure a satisfactory appearance of the development in accordance with Policies DH1 and E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 21
- The development hereby permitted shall be built to a minimum of BREEAM Excellent (or its successor).

   a) A Design Stage assessment (under the BREEAM or its successor) has been carried out and a copy of the summary score sheet and interim Code Certificate have been submitted to and approved in writing by the Local Planning Authority no later than 3 months after commencement of development.

   b) A copy of the summary score sheet and Post Construction Review Certificate (under BREEAM or its successor) shall be submitted to the Local Planning Authority no later than 3 months post occupation of the development, verifying that the agreed standards have been met.

Reason 21
To contribute towards the reduction in carbon dioxide emissions in accordance with Policy 4A.7 of the London Plan and Policies DH1 and E1 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 22
The noise from any plant or equipment such as air handling units, boilers, lifts, mechanical ventilation etc which forms part of the development shall not cause the existing background noise level to increase when measured at one metre from the façade of the nearest noise sensitive premises. In order to achieve this, the plant should be designed/selected, or the noise from the plant should be attenuated, so that it is 10dB below the lowest existing background level (L-A90 15min). This will maintain the existing noise climate and prevent “ambient noise creep” which is the gradual increase in background noise levels in a built up area due to consecutive small increases.

Reason 22
To safeguard the amenity of nearby residents and to ensure a satisfactory appearance of the development in accordance with Policy E(a) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 23
Full details demonstrating how the development has been designed to allow for the future connection to any neighbouring heating and cooling system and/or any private wire power network shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development. The development shall be carried out in accordance with the approved design details and no alterations shall take place without the prior written consent of the Local Planning Authority. Evidence that the approved scheme has been implemented shall be submitted to and approved by the Local Planning Authority prior to the issue of a certificate of practical completion.

Reason 23
To allow for the efficient distribution of energy and minimise carbon dioxide emissions and to comply with London Plan Policy 4A.6 and Policy E1 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 24
Details of bat boxes to be located within the development shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site.

No less than three boxes shall be provided and the details shall include the exact location, specification and design of the habitats. The boxes shall be installed prior to the first occupation of the development.

The nesting boxes shall be installed strictly in accordance with the details so approved, shall be maintained as such thereafter.

Reason 24
To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with Policies 3D.14 and 4A.3 of the London Plan 2011, and Policies OS4 and OS(f) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 25
Full details of an extensive green roof which shall be compliant with GRO Green Roof Code 2011 shall be submitted to and approved in writing by the Local Planning Authority prior to the implementation of the relevant part of the development hereby approved. The green roof submission must provide/comprise of the following information:

c) biodiversity based with extensive/semi-intensive soils
   a) substrate which is commercial brick-based aggregate or equivalent with a varied
      substrate depth of 80 -150mm planted with 50% locally native herbs/wildflowers in
      addition to sedum. There should a minimum of 10 species of high ecological value, 10
      species of medium ecological value and 10 of standard ecological value (listed in the
      Environment Agency’s Green Roof Toolkit)
   b) include additional features such as areas of bare shingle, areas of sand for burrowing
      invertebrates and individual logs or log piles and an area suitable for Black Redstarts
   c) a report from a suitably qualified ecologist specifying how the living roof has been
      developed for biodiversity with details of landscape features and a roof cross section

Reason 25
To provide insulation and to contribute towards enhancing biodiversity, reducing flood risk
and improving the aesthetic value of the development as well as resident’s well-being, in
accordance with London Plan Policy 4A.11 and Policy E(f) of the Royal Greenwich Local Plan:

Condition 26
No impact piling shall take place until a piling method statement (detailing the depth and type
of piling to be undertaken and the methodology by which such piling will be carried out,
including measures to prevent and minimise the potential for damage to subsurface water
infrastructure, and the programme for the works) has been submitted to and approved in
writing by the local planning authority. Any piling must be undertaken in accordance with the
terms of the approved piling method statement.

Reason 26
To protect local underground water utility infrastructure and to ensure compliance with
Policies 5.7 and 6.13 of the London Plan (July 2011) and Policies E(a) and E(e) of the Royal

Condition 27
Prior to commencement of the development, a survey of the application site shall be carried
out to establish the presence of any protected species. Details of the methodology, findings,
proposed mitigation or enhancement and relocation measures for any protected species
found on site, and conclusions of the survey shall be submitted to the Local Planning
Authority within one month of the completion of the survey, and no work shall be carried
out on that part of the site until those details have been approved in writing by the Local
Planning Authority.

Reason 27
In the interest of biodiversity and geological conservation in accordance with Policy 3D.14 of
the London Plan (Consolidated with Alterations since 2004).
**Condition 28**
The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by BWB dated December 2013 (Ref: LDS2216/FRA/REV D) and the following mitigation measures detailed within the FRA:

1. Flood-proofing measures as detailed on page 17;
2. The first floor set at above the 1 in 200 year plus climate change breach level.

**Reason 28**
To reduce the impact of flooding on the proposed development and future occupants and to provide safe refuge for occupants in case of a breach in the defences in accordance with the London Plan Policy 5.13 and Policies E2 and E3 of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

**Condition 29**
The development permitted by this planning permission shall not commence until a surface water drainage scheme for the site based on sustainable drainage principles, where possible, and an assessment of the hydrological and hydro geological context of the development has been submitted to, and approved in writing by, the Local Planning Authority. The surface water drainage strategy should seek to implement a Sustainable Drainage System (SuDS) hierarchy that achieves reductions in surface water run-off to the lesser of 15.44 litres per second overall, or 8 litres per second per hectare in line with the London Plan Code for Sustainable Development SPG. The development will then only proceed in accordance with the approved scheme.

**Reason 29**
To prevent flooding by ensuring the satisfactory storage or disposal of surface water from the site in accordance with the London Plan Policy 5.13.
Condition 30
No development approved by this planning permission shall take place until a remediation strategy that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:
1. A preliminary risk assessment which has identified:
   3. all previous uses;
   • potential contaminants associated with those uses;
   • a conceptual model of the site indicating sources, pathways and receptors;
   • potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
3. The results of the site investigation and the detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express written consent of the local planning authority. The scheme shall be thereafter be implemented as approved.

Reason 30
To ensure development is carried out in accordance with the principles of the National Planning Policy Framework in order to protect groundwater in the underlying aquifers from contamination associated with historic land uses in accordance with London Plan Policy 5.21 and Policies E(a) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 31
No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a “long-term monitoring and maintenance plan”) for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason 31
To ensure development is carried out in accordance with the principles of the National Planning Policy Framework in order to protect groundwater in the underlying aquifers from contamination associated with historic land uses in accordance with Policies E(a) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).
Condition 32
Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason 32
To protect groundwater from pollution whilst foundation works are carried out in areas of the site that are potentially affected by contamination of soils by historic site activities in accordance with Policies 5.7 and 6.13 of the London Plan (July 2011) and Policies E(a) and E(e) of the Royal Greenwich Local Plan: Core Strategy with Detailed Policies (Adopted July 2014).

Condition 33
The use of the store shall be limited to the sale of DIY products, furniture and homewares comprising:

- Living Room (sofas, bookcases, tables etc)
- Dining Room and Work Room;
- Bed, Children, Hall;
- Kitchens and Bathrooms;
- Workshop (flooring, wall coverings);
- Lighting (domestic, technical, lamps);
- Rugs and mats;
- Textile Interiors (bed textiles, fabrics and curtains);
- Kitchenware (kitchen boutique, tableware);
- Home Accessories (for example picture frames, basketware, play);
- Contract (office, conference work)
- Garden Furniture (plants and accessories)
- Renewable technologies (for example solar panels)

Also for ancillary uses including restaurant, crèche, children’s play area, fast food kiosks and Sweden Shop which are offered in support of the main retail function.

Reason 33
In the interests of protecting the vitality and viability of existing town centres in accordance with the National Planning Policy Framework.

Condition 34
The retail store hereby approved shall not be divided into more than one unit and shall be used for the purposes of a single retail operator.

Reason 34
In the interests of town centre vitality and viability in accordance with the National Planning Policy Framework.
Informative(s)

1. You are advised that consideration should be given to the provision of fire hydrants and it will be necessary to install two new hydrants. The hydrants should be sited within the footpath, one metre clear of all obstructions, with the outlets no more than 300mm below ground level. The hydrants should conform to BS:750 and be indicated with a hydrant indicate plate conforming to BS:3251. For more information please contact the London Fire Brigade on 020 855 1200 or www.london-fire.gov.uk

2. Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

3. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement and the connection point for supply.
THIRD SCHEDULE

THE OWNERS’ COVENANTS

1. FINANCIAL CONTRIBUTIONS

1.1 The Owners covenant with the Council to pay the Council on or before Implementation:

(a) The sum of £500,000 (five hundred thousand pounds) towards improvements to public transport namely the provision of extra buses to serve the development and the upgrade of two bus stops adjacent to the development.

(b) The sum of £750,000 (seven hundred and fifty thousand pounds) towards the promotion of travel by sustainable modes of travel for staff and customers of IKEA travelling to and from the Development. To include the improvements of pedestrian and cycling access links to the Development from Westcombe Park and Charlton railway stations and North Greenwich underground station, and help towards the delivery of the objectives of the Travel Plan.

(c) The sum of £486,000 (four hundred and eighty six thousand pounds) towards the provision of local education and training which may include contributions towards financial training as part of the GLLaB project.

1.2 The Owners covenant with the Council to pay to the Council on or before Occupation of the development:

(a) £24,300 (Twenty four thousand three hundred pounds) towards public art.

(b) £243,000 (Two hundred and forty three thousand pounds) towards environmental health including measures associated with the Air Quality Action Plan.

(c) In the event that the Owners have not satisfied the requirements of the obligation contained in paragraph 9 of this Schedule the payment of £115,000 (one hundred and fifteen thousand pounds) towards enhancements which may include:

(i) improvement in the range of water bodies and linked habitats at the Ecology Park including the enhancement of ponds and ditches;

(ii) the provision of a new classroom to allow for guided visits through the week; and

(iii) upgrade and maintenance of aspects of the water supply system to the aquatic habitat.

1.3 The financial contributions shall be subject to RPI indexation and such sums shall be increased by an amount equivalent to RPI index from the date of the Agreement until the date that the sums become payable.
2. COMMITMENT TO AND PARTICIPATION IN GLLAB

2.1 The Owners covenant with the Council that:

(a) in carrying out all or part of the Development it will fully participate in GLLaB and use reasonable endeavours to promote and recruit Local People and Local Businesses (including their employees contractors and sub-contractors) from the area of the Royal Borough of Greenwich required for and during the construction of the Development and such recruitment shall include the use of Job Centre Plus

(b) in carrying out the Development it will issue a written statement in accordance with the Form of Notice at Annex A to this Deed to its prospective contractors and sub-contractors at the tendering for work stage

(c) in carrying out the Development it will monitor and record:

(i) the number of Local People and Local Businesses recruited from the area of the Royal Borough of Greenwich employed by the Developer in the construction of the Development; and

(ii) the names of companies that have secured contracts for the carrying out of the construction of the Development;

(iii) and submit the returns to the Council at regular intervals of not more than one month throughout the construction of the Development

(d) in carrying out the Development it will use its reasonable endeavours to obtain from its respective contractors returns of the number of Local People and Local Businesses recruited engaged in the construction of the Development and to submit the same to the Council at regular intervals of not more than one month within 14 days of receipt of the said returns throughout the construction of the Development.

3. TRAVEL PLAN

3.1 The Owners covenant with the Council that it shall no later than 4 months prior to Occupation submit to the Council for approval the Travel Plan which shall be compliant with the current Transport for London guidance issued in 2013 on Travel Plans or any such subsequent guidance together with a programme for its implementation and carrying out the monitoring. The Travel Plan to be submitted shall include proposals for the monitoring of how staff and visitors travel to the store including the carrying out of interview surveys of staff and visitors.

3.2 The Owners shall upon approval by the Council of the Travel Plan adopt the Travel Plan and implement the same with best endeavours.

3.3 The Owners shall not later than four months after Occupation of the Development carry out an initial baseline survey in order to ratify the targets which will form the basis of future monitoring, and submit the findings to the Council.
3.4 The Developer shall ensure that the approved Travel Plan is reviewed on an annual basis for a period of 5 years beginning on the first anniversary of the adoption of the Travel Plan under clause 3.2 above. Such reviews shall be an additional expense to the Developer and shall not be financed from the financial contribution of £750,000 referred to in clause 1.1 (b) above which provides that part of this sum is to be used towards the delivery of the objectives of the Travel Plan. All reviews will be reported to the Council.

3.5 The Owners covenants to adopt a Travel Plan to promote changes in travel behaviour and shall include but not be restricted to the following principles:

(a) identify appropriate measures to encourage sustainable travel to and from the Development by visitors and staff using transport other than as car driver from prior to Occupation and review annually thereafter

(b) set targets for the increase in the number of staff using sustainable modes of transport to travel to and from the Development

(c) provide the basis of auditing and monitoring staff and visitor use of sustainable transport

(d) monitor the modal share visitors who arrive at the Development by public transport

(e) set out the basis for review of the measures referred to in (a) and of the targets referred to in (b) but for the avoidance of doubt no further financial payments or physical works will be required following the payment made under paragraph 1.1 (b) above.

(f) provide a programme for the implementation of the Travel Plan.

FOR THE AVOIDANCE OF DOUBT the measures referred to in (a) shall as appropriate to the Development include:

(i) providing publicity about public transport (eg. rail/tube/river/bus/transit)

(ii) investigate the possibility of concessions to visitors arriving by public transport

(iii) concessions to staff arriving by public transport (eg. operation of a season ticket loan scheme; provision of showering changing and locker facilities; transport home for employees in the event of an emergency)

(iv) encourage use of more sustainable forms of transport for journeys to and from work, to shift from single occupant car use to car sharing, car pools, public transport, cycling and walking

(v) require less polluting vehicles powered by gas and electricity and ensure present vehicles are as environmentally friendly as possible

(vi) provide and promote public transport information such as maps, routes, timetables, etc

(vii) work towards provision of a car club facility to include a minimum of 2 parking places

(viii) work towards electric powered local delivery vehicles.
ELECTRICAL VEHICLE CHARGING POINTS

4.1 The Owners covenant with the Council that the Owners shall provide 20 active electric vehicle charging points within the Development.

MILLENNIUM RETAIL PARK BUS WAY

5.1 So far as their rights and interests allow the Owners and CIS covenant with the Council that the Owners shall safeguard from encroachment and built development the Millennium Retail Park Bus Way and shall maintain such area with a surface suitable for use as a public bus way and with the intention of the area becoming a public right of way through the Land for buses and passengers as part of the Millennium Retail Park Bus Way and shall dedicate such rights and interests the Owners have the benefit of to enable the said area to be dedicated as a public right of way for bus transport and passengers and shall not object to the future dedication of the land as a public right of way for use by buses.

CAR PARK MANAGEMENT PLAN

6.1 The Owners and CIS shall prior to Occupation of the Development agree with the Council whether the Existing Car Park Management Plan is to be continued or altered and shall following Occupation adhere to the terms of the Existing Car Park Management Plan and any reasonable alterations required by and agreed with the Council (in consultation with Transport for London).

ROAD SIGNAGE

7.1 The Owners covenant with the Council that prior to Occupation of the Development it shall submit to the Council and Transport for London for approval details of a scheme for the provision of road signage to direct highway traffic towards the western access of the Development in order to address the highway network capacity constraints on Peartree Way and Woolwich Road roundabout and at its own expense to a maximum of £50,000 to implement the approved road signage scheme to the satisfaction of the Council and Transport for London.

CONSTRUCTION

8.1 The Owners covenant with the Council that it shall:

8.1.1 employ contractors who are members of the Considerate Contractors Scheme and that the contractor adheres to the Considerate Contractors Scheme Code of Considerate Practice or any successor code or guideline document

8.1.2 procure that such contractors and operators agree to the principles of and participate in the Fleet Operator Recognition Scheme.

ECOLOGICAL PARK

9.1 The Owners shall prior to Occupation of the Development provide the Council with satisfactory evidence that it has entered into a legal arrangement with the party responsible for the Greenwich Peninsula Ecological Park to provide for a financial contribution of £115,000 towards enhancements including:

(a) improvement in the range of water bodies and linked habitats at the Ecology Park including the enhancement of ponds and ditches;
the provision of a new classroom to allow for guided visits through the week; and

(c) upgrade and maintenance of aspects of the water supply system to the aquatic habitat.

10. **BUS SHELTERS**

10.1 The Owners and CIS shall grant the right for the Bus Stops to be built within the Development when notified by the Council that it has been directed by Transport for London of its intention to build the same and shall provide such rights it has the benefit of to enable the Council (or if as directed by the Council, Transport for London) to maintain the Bus Stops.

11. **LOCAL TRAFFIC MONITORING**

11.1 The Developer covenants to consult with and to obtain the Council's prior written approval before implementing the Traffic Monitoring Scheme which shall be implemented at no cost to the Council for a period of up to three (3) years from Occupation. Should the Traffic Monitoring Scheme identify that any of the junctions record an Unsatisfactory Performance as a result of the Development alterations will be undertaken within the public highway which must first be submitted to and approved in writing by the Council. The total cost (including all design and statutory costs, Council costs etc) of any works undertaken under this clause shall not exceed £400,000 (four hundred thousand pounds).

12. **EQUAL OPPORTUNITIES**

12.1 The Owners covenant with the Council:

12.1.1 to issue a statement or statements (the form and contents which shall have previously been agreed with the Council) to its contractors indicating the Owners' full commitment to ensuring equal opportunities of employment and training for persons businesses

12.1.2 to require in its contract and thereafter to use reasonable endeavours to obtain from its contractors returns (where the information is divulged by people recruited) showing a breakdown of the race and sex of people recruited to work in the construction of the Development which shall also contain details of the disabilities from which people may suffer (in a form which will allow the Council to assess such matters) at intervals of not more than everyone month after the Implementation Date until Practical Completion and within 14 Business Days of obtaining such returns to pass the said returns to the Council.

13. **MONITORING AND LEGAL FEES**

13.1 It is agreed that the Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council in connection with the negotiation, preparation and execution of this Deed in the sum of £7,000.00 (seven thousand pounds).

13.2 It is further agreed that the Developer shall pay prior to or on completion of this Deed the sum of £77,049.00 (seventy-seven thousand and forty-nine pounds) towards the Council’s costs and expenses of monitoring on its own behalf compliance with the terms of

(Sixty three thousand five hundred and forty nine pounds)
this Deed which shall be refunded if the Planning Permission is not implemented.

13.3 The Developer covenants to submit development monitoring information in accordance with the details set out in Annex B and shall be completed and submitted to the Council as follows: Schedules M1 M2 and M3 shall be submitted two months after the grant of planning permission and Schedules M3 and M4 on an annual basis until the completion of the Development.
FOURTH SCHEDULE
THE COUNCIL’S COVENANTS

1 Planning Permission
1.1 The Council covenants with the Owners:
(a) to grant the Planning Permission on the date hereof;
(b) to use all sums received from the Owners under the terms of this
Deed for the purposes specified in this Deed for which they are
to be paid or for such other purposes for the benefit of the
Development as the Owners and the Council shall agree; and
(c) in respect of the sum received from the Owners pursuant to the
Third Schedule Paragraph 1.1(b) the Council will inform the
Owners of the local highway improvements to be carried out.

2 Repayment of Contributions
2.1 The Council covenants with the Owners:
(a) subject to clause 1.1(b) above the Council will pay to the party
who paid the contribution such amount of any payment made to
the Council under this Deed which has not been expended in
accordance with the provisions of this Deed within 10 years of
the date of receipt by the Council of such payment together with
interest at the accrued for the period from the date of payment
to the date of refund within 28 days of the request for the same
made by the Owners
(b) to provide to the Owners such evidence as the Owners shall
reasonably require in order to confirm the expenditure of the
sums paid by the Owners under this Deed.
(c) that for contributions that are to be transferred to Transport for
London or any other body, the Council in consultation with
Transport for London will not release the money until a Scheme
of Works has been approved and costed and a formal request for
payment has been issued to the Council, any payment from the
Council shall include a requirement to return the monies within
5 years if the money has not been expended on the approved
Scheme, and the Council shall within 28 days of a request made
by the Owners return such monies to the party who paid the
contribution to the Council.

3 Discharge of Obligations
At the written request of the Owners the Council shall provide written
confirmation of the discharge of the obligations contained in this
Deed when satisfied that such obligations have been performed.

4 Release of Nature Reserve Condition in respect of the Land
The Council covenants that the requirement in clause 3.10 of the Deed
of Undertaking dated 2 March 1999 made between Sainsbury’s
Supermarkets Ltd (1) and the Council (2) shall not be enforced from
the date of Implementation of the Planning Permission with the intent
that from the date of Implementation of the Planning Permission the provisions in the said clause 3.10 shall no longer be enforceable and the Council agrees that if requested it will provide written confirmation to that effect.
ANNEX A

TRAINING, LOCAL EMPLOYMENT AND EQUAL OPPORTUNITIES

NOTICE TO CONTRACTORS

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

(a) Greenwich Local Labour and Business (GLLaB) in collaboration with [Name of Developer] as primary agency working together for the recruitment of local people and local businesses and should be used as such;

(b) [Name of Developer] and contractors will ensure that it and all its contractors and sub-contractors notify GLLaB and other agencies as appropriate of job vacancies as soon as vacancies occur;

(c) [Name of Developer] and contractors will provide GLLaB with a schedule / programme of work indicating the opportunities for contracted and sub-contracted work and supplies and levels of workforce prior to the commencement of the scheme known as development at [Name of Development];

(d) [Name of Developer] and contractors are to monitor and record the number of local people and local businesses recruited from the area of the Royal Borough of Greenwich and the London Thames Gateway area engaged in the construction of the scheme known as development at [Name of Development], and in the operation of their development. The returns (which will enable the Council to assess such recruitment), will be submitted to [Name of Developer] at not more than one month intervals;
(e) [Name of Developer] is fully committed to ensuring equal opportunities for employment and training for people, and business. Contractors and sub-contractors are required to monitor and provide returns (where the information is divulged by the people recruited) showing a breakdown of the race and gender of people recruited to work on the construction of the Application Site development and are to contain details of any disabilities from which such people may suffer. The returns to be submitted on a monthly basis;

(f) all contractors will be expected to submit an employment / training strategy showing how employment policies will be implemented and maintained prior to site start date. [Name of Developer] and its primary agencies will be able to assist with this;

(g) [Name of Developer] and contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:

- European Directives issued under EU Treaty Articles 13 and 141; and
- Codes and Regulations formulated under the above Acts and Directives
## ANNEX B
Monitoring Information

**Schedule M1: Gross non-residential Floorspace Permitted (m²)**

<table>
<thead>
<tr>
<th>Use Class</th>
<th>Pre-existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>retail shop</td>
<td></td>
</tr>
<tr>
<td>A2</td>
<td>business or financial service</td>
<td></td>
</tr>
<tr>
<td>A3</td>
<td>restaurant or café</td>
<td></td>
</tr>
<tr>
<td>A4</td>
<td>bar or pub</td>
<td></td>
</tr>
<tr>
<td>A5</td>
<td>hot food take-away</td>
<td></td>
</tr>
<tr>
<td>B1a</td>
<td>office not recorded under A2</td>
<td></td>
</tr>
<tr>
<td>B1b/c</td>
<td>light industry or R&amp;D</td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>general industry</td>
<td></td>
</tr>
<tr>
<td>B8</td>
<td>warehousing or storage</td>
<td></td>
</tr>
<tr>
<td>C1</td>
<td>hotel or guest house</td>
<td></td>
</tr>
<tr>
<td>C2</td>
<td>clinic, hospital, boarding college</td>
<td></td>
</tr>
<tr>
<td>D1</td>
<td>school or college (not boarding)</td>
<td>Specify use:</td>
</tr>
<tr>
<td></td>
<td>hospital, clinic or crèche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>church, hall, exhibition gallery</td>
<td></td>
</tr>
<tr>
<td>D2</td>
<td>indoor sports or leisure use</td>
<td>Specify use:</td>
</tr>
<tr>
<td>Sui</td>
<td>Non-residential only</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Non-residential only</td>
<td></td>
</tr>
</tbody>
</table>

Total: How many off-street non-residential car parking spaces will be provided?
### Schedule M2: Dwellings Existing and Proposed

Permission Reference:

<table>
<thead>
<tr>
<th></th>
<th>Pre-existing</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Private</td>
<td>Affordable</td>
</tr>
<tr>
<td>Hostel/care homes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non S/C bedsits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Studio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-bed flat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-bed flat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-bed house</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-bed flat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-bed house</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-bed flat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-bed house</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5+ bed house</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

How many of the proposed units will be built to meet wheelchair standards?

### Schedule M3: Renewable Energy (Annual Update)

Permission Reference:

<table>
<thead>
<tr>
<th>Source</th>
<th>Total proposed (KWh)</th>
<th>Active (KWh) as at 31 March 20xx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar panels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Photovoltaics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wind turbines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground heat exchange</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combined Heat &amp; Power</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(**only if using waste/biomass/renewable fuel)

### Schedule M4: Annual Completions: Year ending 31 March 20xx

Permission Reference:

<table>
<thead>
<tr>
<th>Non-residential floorspace completed: Year ending 31 March 20xx</th>
</tr>
</thead>
<tbody>
<tr>
<td>retail shop</td>
</tr>
<tr>
<td>business or financial service</td>
</tr>
<tr>
<td>restaurant or café</td>
</tr>
<tr>
<td>bar or pub</td>
</tr>
<tr>
<td>hot food take-away</td>
</tr>
<tr>
<td>Office Type</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Office not recorded under A2</td>
</tr>
<tr>
<td>Light industry or R&amp;D</td>
</tr>
<tr>
<td>General industry</td>
</tr>
<tr>
<td>Warehousing or storage</td>
</tr>
<tr>
<td>Hotel or guest house</td>
</tr>
<tr>
<td>Clinic, hospital, boarding college</td>
</tr>
<tr>
<td>School or college (not boarding)</td>
</tr>
<tr>
<td>Hospital, clinic or crèche</td>
</tr>
<tr>
<td>Church, hall, exhibition gallery</td>
</tr>
<tr>
<td>Indoor sports or leisure use</td>
</tr>
<tr>
<td>Non-residential only</td>
</tr>
<tr>
<td>Non-residential only</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>
IN WITNESS whereof these presents have been executed by the parties hereto as a Deed and delivered on the day and year first before written

EXECUTED AS A DEED by 

Tim Harris 

[ ]  

[ ]  

[ ]  

[ ]  

the Attorneys of a director of 

ROYAL LONDON (CIS) LIMITED 

(in exercise of a Power of Attorney dated 16th February 2014) in the presence of:

Signature

[ ]  

[ ]  

[ ]  

[ ]  

Attorney Director

Signature

[ ]  

[ ]  

[ ]  

[ ]  

Attorney

Signature of witness

[ ]  

[ ]  

[ ]  

[ ]  

Susan Cray

Name (in BLOCK CAPITALS)

Address

55 Gracechurch Street
London EC3

Executed as a deed by affixing THE COMMON SEAL OF 

SAINSBURY PROPCO A LIMITED

was hereunto affixed in the presence of:

Director Authorised Signatory

Director/Company Secretary Authorised Signatory

For and on behalf of Sainsbury's Corporate Director Limited
Executed as a deed by affixing the common seal of
SAINSBURY'S SUPERMARKETS LTD
was hereunto affixed in the presence of:

Director 
Authorized Signatory 

Director/Company Secretary 
Authorized Signatory 

Signed as a deed by:
THE COMMON SEAL OF:
IKEA PROPERTIES INVESTMENTS LTD
was hereunto affixed in the presence of:

Acting by the directors

Director 

Director/Company Secretary 

Executed as a deed by The Bank of New York Mellon:

Acting by its duly authorized signatory

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

Principal Lawyer

6639892_3