

DATED

2017

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF NEWHAM**

-and-

GLA LAND AND PROPERTY LIMITED

-and-

TRANSPORT FOR LONDON

**Deed pursuant To Section 106 of the
Town and Country Planning Act 1990
and other all other enabling powers in relation to
land at Silvertown Way and Lower Lea Crossing**

London Borough of Newham
OneSource
Newham Dockside
1000 Dockside Road
London E16 2QU

Legal Ref: NEW010292

THIS DEED OF PLANNING OBLIGATION is made the _____ day of _____ 2017

BETWEEN:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, East Ham, London, E6 2RP of the first part (herein referred to as the “Council”);
 - (2) **GLA LAND AND PROPERTY LIMITED** a company registered in England and Wales under Company Registration Number 07911046 whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the “Owner”);
 - (3) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London, SW1H 0TL (“TfL”);
- each A “Party” and together the “Parties”

RECITALS:

- (A) The Site is located in the administrative area of the London Borough of Newham, the Council is the local planning authority for part of the area within which the DCO is to be located, on the north side of the River Thames.
- (B) The Owner a major freehold owner of the Site which is registered at the Land Registry Office Title Absolute under Title Number EGL512253 and subject to the entries disclosed is otherwise free from encumbrances and agrees that its interests and that of any successor shall be bound by the covenants in this Deed
- (C) In the case of a development pursuant to the Planning Act 2008, section 1061A of the Act includes reference to development in subsection (1)(a) of section 106 of the Act to include “anything that constitutes development for the purposes of the Planning Act 2008”. In furtherance of section 1061A of the Act this Deed is a planning obligation pursuant to s106 of the Act and as such is enforceable by the Council.
- (D) TfL submitted the Application, to the Secretary of State on 3rd May 2016 and the Application is currently being processed by the Planning Inspectorate. This Deed is in furtherance of the Planning Inspectorate proceedings and TfL and the Owner agree that their interests shall be bound by the covenants in this Deed.

- (E) The Parties to this deed wish to secure the obligations and restrictions contained in this Agreement and are satisfied that they are necessary to make the DCO acceptable in planning terms, directly related to the DCO, fairly and reasonably related in scale and kind to the DCO and are reasonable in all other respects and as such enforceable by the Council.
- (F) TfL is the strategic transport authority for London and is the highway authority for the purposes of the Highways Act 1980 for certain highways in the vicinity of the DCO.

NOW THIS DEED WITNESSES as follows:-

1 Definitions

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

“the Act” means the Town and Country Planning Act 1990, as amended;

“All Items Retail Prices Index” means the index of retail prices published by the Office of National Statistics or any successor ministry or department;

“Application” means the application made pursuant to the Planning Act 2008 to the Secretary of State on 3rd May 2016 that seeks the permission of the Secretary of State to carry out the DCO;

“Apprenticeship/Traineeships” means:

- (i) traditional apprenticeships as recognised by one or more of the following:
 - (a) construction skills;
 - (b) learning and skills council and national apprenticeships service;
- (ii) an opportunity which has been deemed as an apprenticeship or traineeship using the extended definition found in the Fourth

Schedule hereof and as agreed by the Director

“Business Transitional Support”

means the sum of one million pounds (£1,000,000.00) duly Indexed to be paid by TfL or the Owner to the Council in accordance with paragraph 1.6 of Part 1 of the Second Schedule of this Deed to provide a package of financial support to be applied by the Council to assist businesses located within the vicinity of the DCO to adapt to differing operational, employee and business supply expenditure, logistical and transport planning advice and employee travel planning support and any other displacement as a result of construction and operation of the DCO;

“Commencement”

means the carrying out of a material operation as defined in Section 56(4) of the Act pursuant to the DCO forming part of the authorised DCO other than operations consisting of environmental surveys and monitoring, investigations for the purpose of assessing ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and “Commence”, “Commences” and “Commenced” shall be construed accordingly

“Commencement Date”

means the date on which Commencement occurs;

“Contributions”

the Business Transitional Support Contribution, Sustainable Transport Contribution, DLR Victoria Road Bridge Contribution, North Woolwich Road off-cycle Carriageway Contribution, Silvertown Way Underpass Contribution and Tidal Basin Road Contribution and others as may be included in Part 1 of the Second Schedule and Contribution shall mean any one of them

“DCO” means the Order for the construction and operation of the Silvertown Tunnel and user charging of the Silvertown Tunnel and the Blackwell Tunnel or in the form as may ultimately be made by the Secretary of State if minded to issue the development consent order as requested in the Application

“DCO Consultants Fee” means expenditure on consultants external to the Council officers and therefor in addition to the DCO Office fee and to be paid by TfL or the Owner to the Council to be used by the Council in circumstances where the Council is required to review documents submitted as part of the DCO application that are to be revised such as the Assessed Case.

“DCO Officer Fee” means the sum of one hundred and ninety thousand pounds £190,000 to be paid by TfL or the Owner to the Council to be used by the Council towards full-time senior level officer(s) employed by the Council whose responsibilities are principally designated to review compliance and ensure approval of applications, plans and schemes associated with implementation and operation of the DCO.

“Deed” means this deed of agreement.

“Director” means the Director of Regeneration, and Planning or Head of Planning at the Council or any other officer properly exercising the authority of that person for the time being;

“DLR”

means Docklands Light Railway Limited (company registration number 02052677) whose registered office is situate at 42-50 Victoria Street, London, SW1H 0TL and any successor to Docklands Light Railway Limited entitled to exercise the power of DLR contained in the Transport Works Act 1972 Order.

“DLR Victoria Road Bridge Contribution”

means the sum of one hundred and ninety two thousand and one hundred pounds £192,100 duly Indexed to be paid by TfL or the Owner to the Council in accordance with the provisions of paragraph 1.2 of Part 1 of the Second Schedule to be applied by the Council for the benefit of the wider strategic network and hence to improve accessibility of the bridge over the DLR for pedestrians and cyclists as shown on Plan 2 of the First Schedule that includes:

- Cycle guide rail / cycle wheel ramp:
- LED hand rail lighting:
- Corduroy hazard paving slabs
- Allowance for additional maintenance (based on water proofing of deck slabs, surfacing and step nosings)

“Environmental Officer Fee” means the sum of one hundred and ninety thousand pounds £190,000 to be paid by TfL or the Owner to the Council to be used by the Council towards approvals and additional resources to meet its obligations in fulfilling the DCO process that includes reviewing the environmental impacts associated with air quality, health and noise as a result of the DCO and shall include all costs towards the establishment and monitoring of receptors, and subsequent reporting as required by the Council and payment towards the salary costs and reasonable on-costs associated with costs of the environmental review and approval of applications, plans and schemes associated with the construction and operation of the DCO and to support the Council planning team in ensuring efficient approval of applications, plans and schemes associated with the DCO.

“Environmental Works” means the works described herein in Part 3 of Schedule 2 of this Deed.

“Indexed” means the calculation of any payments specified in this Deed which are to be paid from the date of this Agreement by applying the following formula:-

$A \times B/C = D$ where:-

A = the sum specified in this Deed in pounds sterling;

B = the figures shown in the All Items Retail Prices Index for the period immediately prior to the date up to which the sum concerned is to be indexed under the provisions of this Deed;

C = the figure shown in the All Items Retail Prices Index for the period immediately prior to the date of this Deed;
and

D = the recalculated sum in pounds sterling applying under this Deed

PROVIDED THAT if the All Items Retail Prices Index becomes no longer maintained by the Office of National Statistics the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to time with the Council;

“Interest”

means interest at 4% above the base lending rate of the Bank of England from time to time;

“Neighbourhood Enhancement Areas Strategy”

the package of measures to improve neighbourhood environments as set out in the Neighbourhood Enhancement Areas Strategy by ARUP as submitted at Deadline 6 of the Examination process;

“Network Management Fee” means the sum of one hundred and ninety thousand pounds £190,000 plus expenditure on external consultants to be paid by TfL or the Owner to the Council to be used by the Council towards approvals and additional resources to meet its obligations in fulfilling the DCO process that includes reviewing the highways impacts associated with the construction and operation of the DCO and shall include all costs towards the discharge of obligations under this Deed and the DCO such as street works, permits, licences and temporary closure orders, and subsequent co-ordination and reporting roles as required by the Council under its Network Management Duty and payment towards the full salary costs and reasonable on-costs associated with the employment of a part-time Highways Officer. External consultants costs are to be paid in circumstances where the Council are required to review documents submitted as part of the DCO application that are being revised such as the Assessed Case.

<p>“North Woolwich Road off-cycle Carriageway Contribution”</p>	<p>means the sum of five hundred and forty thousand pounds £540,000 duly Indexed to be paid by TfL or the Owner to the Council in accordance with the provisions of paragraph 1.3 of Part 1 of the Second Schedule to be applied by the Council for the benefit of the wider strategic network and hence the provision of an off cycle carriageway cycle way along North Woolwich Road to the West Silvertown Docklands Light Railway Station as shown on Plan 3 of the First Schedule to extend the cycle provision on Dock Road to meet the existing segregated cycle path at West Silvertown DLR Station that includes a 3m segregated two-way cycle track along North Woolwich Road (matching that proposed for Dock Road), on-street parking bays removed and carriageway narrowed to 6.0m</p>
<p>“Notification of Commencement Form”</p>	<p>the form appended at the Fifth Schedule with notification of the Commencement Date to be completed by TfL and returned to the Council in accordance with paragraph 8 of hereof;</p>
<p>“Notification of Operation Form”</p>	<p>the form appended at the Seventh Schedule with notification of the Operation Date of the DCO to be completed by TfL and returned to the Council in accordance with paragraph 8 of hereof;</p>
<p>“Notification of Payment Form”</p>	<p>the form appended at the Sixth Schedule with notification of any relevant Payment Date to be completed by TfL and returned to the Council in accordance with paragraph 8 hereof;</p>
<p>“Operation”</p>	<p>means first operation of the Silvertown Tunnel or introduction of the charging schedule on the Blackwell Tunnel and “Operate” or “Operates” shall be construed accordingly;</p>
<p>“the Parties”</p>	<p>means the Parties to this Deed;</p>

- “Plan 1” means the Site plan attached at the First Schedule;
- “Plan 2” means the DLR Victoria Road Bridge Contribution plan referenced as [] as attached at the First Schedule;
- “Plan 3” means the North Woolwich Road off-cycle Carriageway plan referenced as [] as attached at the First Schedule;
- “Plan 4” means the Silvertown Way Underpass Contribution plan referenced as [] as attached at the First Schedule;
- “Plan 5” means the Tidal Basin Road Contribution plan referenced as [] as attached at the First Schedule;
- “Reasonable Endeavours” means that the Party responsible for the performance must exert itself to take all those reasonable steps which a prudent and determined person acting in their own interests and anxious to achieve the desired objective would take and for the avoidance of doubt includes;
- i. the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitment pursuant to this Deed; and
 - ii. has utilised such methods as are likely to achieve the desired result and recognising that such performance is of material importance that the result is achieved;

“Silvertown Way Underpass Contribution”

Means the sum of two hundred and eighty two thousand and two hundred and twenty pounds £280,220 duly Indexed to be paid by TfL or the Owner to the Council in accordance with the provisions of paragraph 1.5 of Part 1 of the Second Schedule to be applied by the Council for the benefit of the wider strategic walking and cycling network and hence for the provision of improvements to the existing Silvertown Way Underpass between Dock Road and Royal Victoria Dock adjacent to the Waterfront Studios, as shown on Plan 4 of the First Schedule to enhance the accessibility and public realm quality for pedestrians and cyclists and improve levels of connectivity in the immediately vicinity of the Silvertown Tunnel that includes the following works:

- Replacement of granite paving:
- Replacement of concrete flag paving:
- Public art
- Lighting
- Furniture, planting and wayfinding
- Bollards

“Site”

means land at known as an entrance/exit to the Silvertown Tunnel located within the geographical area of the Council and shown for the purpose of identification edged red on Plan 1 in the First Schedule annexed hereto;

“Sustainable Transport Contribution”

means the sum of three million pounds (£3,000,000) duly Indexed to be paid by TfL or the Owner to the Council in accordance with paragraph 1.1 of Part 1 of the Second Schedule and includes further mitigations to address any further unforeseen impacts not readily dealt with by more conventional mitigations, and could include implementation by the Council of the following:

- a) Neighbourhood Enhancement Areas;
- b) Low Emission Neighbourhoods;
- c) Low noise road surfacing;
- d) Environmental or other area enhancement as appropriate; and

to be applied by the Council towards serving the needs of neighbouring residential and commercial occupiers in the geographical area of the Council;

“Tidal Basin Road Contribution”

means the sum of four hundred and five thousand pounds £405,000 duly Indexed to be paid by TfL or the Owner to the Council in accordance with the provisions of paragraph 1.4 of Part 1 of the Second Schedule and to be applied by the Council for the benefit of the wider strategic cycling network and hence for the provision of improvements for pedestrians and cyclists from the Tidal Basin Road to Western Gateway as shown in Plan 5 of the First Schedule to enhance cycle provision on Tidal Basin Road to include addition of 3m shared footway/cycle track along the eastbound carriageway, reducing the width of the central reserve and reducing the width of all carriageway lanes.

“Workplace”

means the Council’s partnership one-stop shop for jobs and enterprise, bringing together the Council

and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers. This includes jobsearch support for local residents (employed and unemployed), access to training provision for jobseekers and business support services as well as supporting local firms' recruitment needs. All employers are offered a free recruitment service.

2 Interpretation

2.1 In this Deed:-

- 2.1.1 the headings are for ease of reference and shall not affect interpretation;
- 2.1.2 words importing the singular include where the context so admits the plural and vice versa;
- 2.1.3 references to Clauses, paragraphs, plans, drawings and Schedules are references to clauses, paragraphs, plans, drawings and schedules to this Deed;
- 2.1.4 references to the Owner shall include its successors in title;
- 2.1.5 references to TfL shall include its successors in title;
- 2.1.6 references to the Council shall include any successor to its functions as local planning authority;
- 2.1.7 any covenant not to do any act or thing includes an obligation not to knowingly allow, permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- 2.1.8 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by TfL or the Council under the terms of this Deed that agreement, approval, consent, confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed; and
- 2.1.9 where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then

this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council.

2.1.10 Where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several

3 Statutory Authority

3.1 This Deed of Planning Obligation is made pursuant to:-

3.1.1 Section 106 of the Act;

3.1.2 Section 111 of the Local Government Act 1972;

3.1.3 Section 2 of the Local Government Act 2000;

3.1.4 Section 1 of the Localism Act 2011 and

3.1.5 all other powers enabling in that behalf

with the intent that the terms hereof will be planning obligations so as to bind the Site as hereinafter provided and shall be enforceable by the Council.

3.2 This Deed is made pursuant to the Act and the planning obligations are entered into with the intent that, they shall be enforceable without limit of time against the Owner and TfL as relevant in accordance with the provisions of this Deed including its successors in title and assigns and any person corporate or otherwise that acquires an interest or estate created in the Site (or any part or parts thereof) as if that person had also been an original covenanting Party in respect of the planning obligations which relate to the interest or estate for the time being held by that person.

4 Conditional Entry into Force

4.1 This Deed is subject to confirmation of the making of the DCO by the Secretary of State and Commencement of the DCO, excluding clauses [] that take effect from the date of completion of this Deed.

5 Late Payment

5.1 Where any payment due under this Deed is paid late, Interest will be payable on the sum in question from the date payment is due until the date of the payment.

6 Successors in Title

5.1 It is agreed that this Deed is intended to be enforceable against any person deriving title from the Owner.

6 Local Land Charge

6.1 The Owner acknowledges that the Council shall register this Deed in its register of local land charges.

7 Release upon Parting with Interest and Discharge

7.1 Any Party which shall be bound to perform the obligations herein shall upon parting with all interest in the Site or in any part thereof be released from all obligations, rights and duties in respect of the whole or part of the Site as the case may be except in respect of any prior or subsisting breach of covenant under the terms of this Deed.

7.2 The Council will upon the written request of any person who shall at that time be responsible for the performance of the obligations herein at any time after any or all the obligations are performed issue written confirmation thereof.

8 Notices

8.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.

8.2 The address for service of any such notice, consent or approval as aforesaid shall be in the case of service upon the Council be upon the Director (reference Silvertown Tunnel Development Consent Order), London Borough of Newham, Newham Dockside, First Floor West Wing, Dockside Road, London E16 2QU and in the case of the Owner or TfL to the registered office or such other address as shall have been previously notified by the Owner or TfL to the Council.

8.3 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:-

8.3.1 if personally delivered at the time of delivery and if posted at the time when it would be received in the ordinary course of business; and

8.3.2 to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope.

8.4 TfL shall serve notice on the Council of the following events:

8.4.1 Commencement by way of the Notification of Commencement Form;

8.4.2 Operation of the DCO;

8.5 TfL shall complete and serve a Notification of Payment Form on the Council at least 14 days before it intends to pay any Contribution or make any other payment

pursuant to this Deed, including a fee due pursuant to Part 4 of the Second Schedule – Fee for Discharge of Requirements.

9 Costs

- 9.1 TfL shall indemnify the Council against any claims arising from the covenants and restrictions on the part of the TfL contained in this Deed.
- 9.2 Prior to completion of this Deed TfL shall pay to the Council the;
- 9.2.1 Environmental Officer Fee;
- 9.2.2 DCO Officer Fee;
- 9.2.3 Network Management Fee;
- 9.2.4 Its reasonable costs and disbursements including legal consultant and officer time incurred in connection with the preparation and completion of this Deed.
- 9.3 The DCO Consultants Fee is to be paid at any time the Council (acting reasonably) considers it necessary or expedient to employ external consultants in circumstances where the Council are required to review documents submitted as part of the DCO application that are to be revised such as the Assessed Case and such costs and disbursements of whatever nature incurred by the Council are to be paid within 28 days of the Council presenting TfL with a bill for such costs.
- 9.3 If at any time the Council (acting reasonably) considers it necessary or expedient to attempt to enforce the terms of this Deed against the Owner and or TfL then TfL shall pay to the Council all reasonable administrative, legal and other costs and disbursements of whatever nature incurred by the Council on an indemnity basis within 28 days of the Council presenting TfL with a bill for such costs.

10 Dispute Resolution

- 10.1 Subject to Clause 10.2 below in the event of any dispute or difference arising between the Parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and shall receive representations from the Parties in dispute and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by

the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares.

- 10.2 In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to Clause 10.1 above or as to the appropriate professional body within 14 days after any Party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 10.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any Party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares.

11 Council's Discretion and Obligations

- 11.1 For the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the DCO and any other subject matter of this Deed as if this Deed had not been executed by the Council.

12 Owner's Obligations

- 12.1 The Owner and its successors shall be bound by the obligations set out in in this Deed

13 Third Parties

- 13.1 Without prejudice to the definitions of the "Council" and "TfL" given in Clause 1.1 hereof it is not intended that this Deed should give rights hereunder to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

14 Lapse

14.1 This Deed shall lapse and its obligations be extinguished if the DCO shall lapse without having been Commenced or is quashed or revoked at any time so as to render this Deed or any part of it irrelevant.

15 Registration

15.1 TfL hereby covenants with the Council to register the terms of this Deed against the interests set out in Recital (B) hereof at the Land Registry.

16 VAT

16.1 If VAT becomes payable on payments made under this Deed that VAT will be added to the sums required PROVIDED THAT the Owner or TfL will be entitled to valid VAT receipts in respect of any vatatable supplies properly incurred under this Deed.

17 Variations

16.1 No Variations of this Deed shall be effective unless made subsequent to this Deed by all the Parties.

16 Jurisdiction

16.1 This Deed shall be governed by, and construed and interpreted in accordance with the laws of England.

IN WITNESS whereof the Parties hereto have executed this Deed the day and year first before written

First Schedule

Plans

Plan 1:

Plan 2:

Plan 3:

Plan 4:

Plan 5:

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Second Schedule

Contributions

Part 1

1. TfL and the Owner covenant with and undertake to the Council so as to bind the Site:-

1.1 Sustainable Transport Contribution

1.1.1 to pay the Council the Sustainable Transport Contribution on Commencement; and

1.1.2 not to Commence or allow Commencement until the Sustainable Transport Contribution has been paid to the Council

1.2 DLR Victoria Road Bridge Contribution

1.2.1 to pay the Council the DLR Victoria Road Bridge Contribution on Commencement; and

1.2.2 not to Commence or allow Commencement until the DLR Victoria Road Bridge Contribution has been paid to the Council

1.3 North Woolwich Road Off-Cycle Carriageway Contribution

1.3.1 to pay the Council the North Woolwich Road Off-cycle Carriageway Contribution on Commencement; and

1.3.2 not to Commence or allow Commencement until the North Woolwich Road Off-cycle Carriageway Contribution has been paid to the Council

1.4 Tidal Basin Road Contribution

1.4.1 to pay the Council the Tidal Basin Road Contribution on Commencement; and

1.4.2 not to Implement or allow Commencement until the Tidal Basin Road Contribution has been paid to the Council

1.5 Silvertown Way Underpass Contribution

1.5.1 to pay the Council the Silvertown Way Underpass Contribution on Commencement; and

1.5.2 not to Commence or allow Commencement until the Silvertown Way Underpass Contribution has been paid to the Council

1.6 Business Transitional Support Contribution

1.6.1 to pay the Council the Business Transitional Support Contribution on Commencement; and

1.6.2 not to Commence or allow Commencement until the Business Transitional Support Contribution has been paid to the Council

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Part 2

Local Labour and Goods and Services Provisions

1 TfL covenant with the Council:-

1.1 To ensure the recruitment in connection with construction and operation of the DCO located within the geographical area of the Council, of local residents defined as living in Newham postcodes E6, E7, E12, E13, E15 E16 and E20 (“the 25% Newham resident target”). The Council expects contractors and sub-contractors to use Reasonable Endeavours to achieve the 25% of Newham resident target;

1.2 To employ one “new start” apprentice or one SLNT (as defined in the SLNT Policy) for every £3 million of construction contract value applicable to the construction of the DCO where such construction works are in the geographical area of the Council, with such arrangements to be based on the following:

- a) TfL must place every Apprenticeship or SLNT opportunity with Workplace. Employment of Apprentices shall contribute towards the 25% Newham resident target.
- b) Any person employed as an apprentice must be out of work of in a low or unskilled position immediately prior to the start of the apprenticeship.

1.3 That the recruitment shall be done through the following processes:-

- c) TfL shall provide Workplace with advance notice of quantum and range of skill requirements and job opportunities as soon as the information is available;
- d) following on from the above TfL shall engage in discussions with Workplace and agree which jobs shall be filled by Workplace (eg

labouring, plant operations, general working at heights, security etc) and which jobs are specialist and can be recruited elsewhere;

- e) following the agreed position in sub paragraph (b) above all appropriate job vacancies shall be placed with Workplace;
- f) TfL shall work with Workplace to develop appropriate training to prepare residents for job opportunities which will become available in Implementing the DCO;

- 1.3.1 to employ a Skills and Employment Manager whose principal place of work is located within the Order to manage the commitments provided within this agreement, including being responsible for job brokerage, outreach and to help maximise opportunities for minority groups
- 1.3.2 to allow Workplace to have regular presence on the DCO and to facilitate regular meeting slots for meetings to enable Workplace to promote their service to on Site contractors;

Supply Chain Opportunities for Newham Businesses

- 2.1 To work with the Workplace to maximise supply chain opportunities for businesses in the Borough and the surrounding area through:
 - 2.1.1 providing advance notice of quantum and range of supply chain opportunities to enable Officers to alert local businesses to the forthcoming opportunities; and
 - 2.1.2 providing a named officer for liaison meeting to discuss the above.

Monitoring

- 3.1 To monitor progress in relation to paragraph 2 above and the provide Workplace with quarterly monitoring information as detailed below.
 - 3.1.1 Overall number of people employed on site;
 - 3.1.2 Number and percentage of Newham residents being employed;
 - 3.1.3 Newham residents' data supplied as follows (residents to supply information on a voluntary basis):

- a) percentage previously unemployed (less than 6 months; 6 – 12 months; 1 year plus);
- b) length of residency in Newham: less than 6 months; 6 -12 months; 1 – 5 years; 5 years+)
- c) Ethnicity
- d) Gender
- e) Disability
- f) Sexual Orientation

3.2 To monitor supply chain opportunities as follows:

- a) Number of contractors being used on Site and details of those based in Newham
- b) Provide such details requested that includes: Name and postcode of contractor/supplier; Details and value of contract

Young People

- 4.1 To use Reasonable Endeavours to ensure that it, together with contractors will be encouraged and expected to undertake the following:-
 - 4.1.1 build links with local schools and colleges in the regeneration area to enhance young people's awareness of the world of business and future employment;
 - 4.1.2 helping young people to realise the relevance of education and training, and thereby to engage in learning, to achieve and to take up learning and training opportunities through to 19 years of age.
- 4.2 To establish links with the local schools. Workplace will facilitate the development of these relationships.
- 4.3 To provide for one-day teacher business placement opportunities to assist teachers to keep up-to-date with business practices, training requirements and expectations.

Part 3

Environmental Works

1. TfL and the Owner covenant with as follows:-
 - 1.1 Not to Commence or permit Commencement of the DCO until the Neighbourhood Enhancement Areas Strategy is approved in writing by the Council to the satisfaction of the Council.
 - 1.2 Not to Operate or permit Operation of the DCO until the environmental works set out below in the paragraph below are completed to the written satisfaction of the Council;
 - 1.2.1 To use Reasonable Endeavours to implement a scheme of ventilation at the Hoola building, to reduce exposure of first floor residential accommodation to nitrogen oxide.

Part 4

Discharge of Requirements

1. FEES FOR DISCHARGE OF REQUIREMENTS

- 1.1 Where an application is made to the Council for a written consent, agreement or approval the DCO, TfL must pay a fee to the Council in accordance with the following table and in the manner specified in [] of this Deed by service of the Notification of Payment Form

<u>Application</u>	<u>Fee</u>
Permanent above ground buildings and structures	£[XXX] for each individual Work No. listed in paragraph 4(3) of Part 1 of Schedule 2 to the Order
Any Plan	£[XXX] for each plan submitted
Written landscaping scheme under paragraph 6(1) of Part 1 of Schedule 2 to the Order.	£[XXX] for each scheme submitted
Design approval of surface water drainage systems	£[XXX] for each application.
Details of external lighting	£[XXX] for each application.
Signage strategy	£[XXX] for each strategy
Details of operational noise mitigation measures	£[XXX] for each application.
Any other matter within the DCO for which written consent, agreement or approval is required to be obtained from the Council.	£[XXX] for each application.

Third Schedule

The Council's Covenants

1. The Council hereby covenants with TfL and the Owner:-
 - 1.1 to use the Contributions for the purposes set out in this Deed; and
 - 1.2 to use its Reasonable Endeavours to deal expeditiously with matters submitted for approval pursuant to this Deed by TfL and the Owner to the Councils.

DRAFT 10 0417

Fourth Schedule

Extended Definition for Apprenticeship/Traineeships

“Apprenticeship/Traineeships”

Apprenticeships/traineeships are demand-led learning programmes, which lead to NVQ qualifications, or equivalent and sustainable employment.

Programmes could include traditional frameworks or more bespoke programmes, which are commissioned in conjunction with employers and provide a framework and pathway into a specific trade or skill set. There should be progression routes for individuals once in work linked to a specified trade or career route, and related incremental pay rates.

These programmes will be agreed on a case-by-case basis depending on the nature of the contract.

Each case should be discussed by officers from the Council and TfL. The following should be discussed:-

- Length and content of any pre-recruitment including pre-screening/selection criteria and training;
- Job title;
- Number of positions available;
- Name of employer;
- Name of host organisation/contractor? (if different to employer);
- Expected starting salary;
- Start date and length of contract;
- Expected progression route;
- Identified in-work training opportunities and funding sources (usually train to gain and/or the construction skills return levy)¹;
- Expected national vocational qualifications to be achieved by the end of the first year in employment²;

¹ Any apprenticeship must undertake a minimum of 30 days training between the start of any pre-recruitment training and the end of the first year in employment.

² Every apprentice should have the opportunity to train for a national vocational qualification or equivalent, if an appropriate qualification exists.

- Who in the employing organisation will assist employee with identifying progression routes and training opportunities (usually manager but needs stating)?
- Identified officer in the employing organisation who will ensure tracking and monitoring of candidates once on apprenticeship/traineeship;
- Previous employment status of the candidates(s) – who is the employer targeting – workless/employed/previous skills/recently qualified?

Following discussion of above, a decision will be made by the Director, in consultation with TfL about whether or not the position can be classified as an Apprenticeship.

DRAFT 10 0417

Fifth Schedule

S106 Agreement Notification of Commencement Form



S106 Agreement Notification of Commencement Form

Silvertown Tunnel Development Consent Order

Site Address: _____

Expected Commencement Date: _____

Estimated Completion Date (if known): _____

TfL: _____

Please return to:

Director of Regeneration and Planning
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

Sixth Schedule

S106 Agreement Notification of Payment Form



S106 Agreement Notification of Payment Form

Silvertown Tunnel Development Consent Order:

Site Address: _____

Contribution Amount: _____

Contribution Type(s): _____

Relating to Clause(s): _____

Please return to:

Director of Regeneration and Planning
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

Seventh Schedule

S106 Agreement Notification of Operation Form



S106 Agreement Notification of Operation Form

Silvertown Tunnel Development Consent Order

Site Address: _____

Expected Operation Date: _____

TfL: _____

Please return to:

Director of Regeneration and Planning
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

**THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF NEWHAM** was hereto
affixed in the presence of

)
)
)
)

Authorised Signatory

THE COMMON SEAL of []
was hereto
affixed in the presence of

)
)
)

Authorised Signatory

Authorised Signatory

DRAFT 100417