

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

APFP Regulations 2009: Regulation **5(2)(q)**

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**Thames Water Utilities Limited**  
**Application for development consent for the Thames**  
**Tideway Tunnel project**

**Heads of Terms for [agreement/unilateral undertaking]  
under Section 106 of the Town and Country Planning  
Act 1990 (as amended by Section 174 of the Planning  
Act 2008)**

**Draft February 2013**

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# 1 Introduction

- 1.1.1 The 2008 Planning Act (Section 174) makes amendments to Section 106 and subsequent sections of the Town and Country Planning Act 1990 so that planning obligations may be entered into for Nationally Significant Infrastructure Projects (NSIP) with the relevant affected local planning authorities. This can be by agreement or unilateral undertaking.
- 1.1.2 The National Policy Statement for Waste Water (the 'NPS') includes the ability for the decision maker to take into account any development consent obligations that an applicant agrees with the local authorities.
- 1.1.3 Thames Water has engaged with those local planning authorities, who will be affected by the project through the statutory consultation process as required by the Planning Act 2008. This engagement has included discussion with all 16 of these authorities on possible Heads of Terms for a Section 106 agreement. Drafts of the Heads of Terms have been provided for comments to these authorities, although not all have responded.

## 1.2 Development consent obligations

### Policy requirements

- 1.2.1 The development consent obligations to be included in any Section 106 agreement or unilateral undertaking need to meet the tests set out in the NPS (paragraph 3.1.7). They must be:
  - a. relevant to planning
  - b. necessary to make the development acceptable in planning terms
  - c. directly related to the proposed development
  - d. fairly and reasonably related in scale and kind to the proposed development
  - e. reasonable in all other respects.

### Process

- 1.2.2 It has been Thames Water's aim to make as much progress as possible in agreeing draft Heads of Terms with the relevant authorities prior to submitting the application for development consent. The Heads of Terms submitted are draft and are provided in good faith on the understanding that they will be subject to further discussions with the authorities after submission of the application.
- 1.2.3 Thames Water understands that the local authorities may have issues that require further discussion. The draft Heads of Terms included in this document are therefore broad in scope and include

terms common to all authorities. Where possible or known some of the draft terms include notes outlining potential matters for inclusion or indicating that they are subject to further detailed discussions.

1.2.4 It is expected that discussions will continue through to the Examination in order to seek agreement between Thames Water and the local authorities. A final Section 106 agreement, or unilateral undertaking, for each relevant authority is expected to be provided during the Examination into the application for development consent. The timetable for the completion of the agreements or unilateral undertakings will be set by the Planning Inspectorate.

1.2.5 It is expected that Section 106 agreements, or where this is not possible a unilateral undertaking, would be produced between Thames Water and all 16 of the local authorities. Draft Heads of Terms for all the authorities, listed below, are provided in this document:

- a. London Borough of Ealing
- b. London Borough of Hounslow
- c. London Borough of Hammersmith and Fulham
- d. London Borough of Richmond upon Thames
- e. London Borough of Wandsworth
- f. Royal Borough of Kensington and Chelsea
- g. City of Westminster
- h. City of London
- i. London Borough of Lambeth
- j. London Borough of Tower Hamlets
- k. London Borough of Southwark
- l. London Borough of Lewisham
- m. Royal Borough of Greenwich
- n. London Borough of Newham
- o. London Legacy Development Corporation.

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Ealing**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **2.1 Introduction**

- 2.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **2.2 The Parties**

- 2.2.1 The parties to this agreement are:
- a. The London Borough of Ealing [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **2.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 2.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **2.4 CIL**

- 2.4.1 The London Borough of Ealing is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **2.5 Land ownership**

- 2.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 2.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 2.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 2.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **2.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 2.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 2.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 2.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with the London Borough of Ealing to observe and perform TWUL's obligations.
- 2.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **2.7 Release generally**

- 2.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Ealing.

- 2.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Ealing.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **2.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 2.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 2.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 2.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 2.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 2.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **2.9 Highways**

- 2.9.1 TWUL commits to [undertake or to contribute] to the following off-site highway works: [details of amounts and timings to be agreed by reference to the approved *Transport Assessment*].
- 2.9.2 TWUL shall agree the standard of construction with the local highway authority or Transport for London, as applicable.
- 2.9.3 Costs in respect of highway works inspections are to be agreed.

## **2.10 Monitoring (project-wide)**

### **2.11 Traffic**

[Site-specific commitments will be dealt with in DCO Requirements]

### **2.12 Council's obligations**

[To be confirmed]

### **2.13 Other**

2.13.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **2.14 Administrative provisions**

2.14.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:

- a. Indexation
- b. Interest on Late Payments
- c. VAT
- d. CIL
- e. Release and Lapse
- f. Local Land Charge
- g. Notices
- h. No Fetter on Discretion
- i. Severability
- j. Covenants between the Thames Water and the IP
- k. Dispute Resolution
- l. Contracts (Rights of Third Parties) Act 1999
- m. Governing Law
- n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Hounslow**

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### **3.1 Introduction**

- 3.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

### **3.2 The Parties**

- 3.2.1 The parties to this agreement are:
- a. The London Borough of Hounslow, [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

### **3.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 3.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [Depending on substance of the obligation, a later date to reflect relationship with land or activity].

### **3.4 CIL**

- 3.4.1 The London Borough of Hounslow is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

### **3.5 Land ownership**

- 3.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 3.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 3.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 3.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

### **3.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 3.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 3.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 3.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with the London Borough of Hounslow to observe and perform TWUL's obligations.
- 3.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

### **3.7 Release generally**

- 3.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Hounslow

- 3.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Hounslow.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

### **3.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 3.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 3.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 3.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 3.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 3.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

### **3.9 Monitoring (project-wide)**

#### **3.10 Traffic**

[Site-specific commitments will be dealt with in DCO Requirements]

#### **3.11 Council's obligations**

[To be confirmed]

### **3.12 Other**

- 3.12.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

### **3.13 Administrative provisions**

- 3.13.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:

- a. Indexation
- b. Interest on Late Payments
- c. VAT
- d. CIL
- e. Release and Lapse
- f. Local Land Charge
- g. Notices
- h. No Fetter on Discretion
- i. Severability
- j. Covenants between the Thames Water and the IP
- k. Dispute Resolution
- l. Contracts (Rights of Third Parties) Act 1999
- m. Governing Law
- n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Hammersmith & Fulham**

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## **4 Draft Heads of Terms: London Borough of Hammersmith and Fulham**

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## **4.1 Introduction**

- 4.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **4.2 The Parties**

- 4.2.1 The parties to this agreement are:
- a. The London Borough of Hammersmith and Fulham, [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **4.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 4.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [Depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **4.4 CIL**

- 4.4.1 The London Borough of Hammersmith and Fulham is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **4.5 Land ownership**

- 4.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 4.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 4.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 4.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **4.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 4.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 4.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 4.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with the London Borough of Hammersmith and Fulham to observe and perform TWUL's obligations.
- 4.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **4.7 Release generally**

- 4.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Hammersmith and Fulham

- 4.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Hammersmith and Fulham.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **4.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 4.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 4.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 4.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 4.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 4.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **4.9 Highways**

- 4.9.1 TWUL commits to [undertake or to contribute] to the following off-site highway works: [details of amounts and timings to be agreed by reference to the approved *Transport Assessment*].
- 4.9.2 TWUL shall agree the standard of construction with the local highway authority or Transport for London, as applicable.

## **4.10 Public realm**

- 4.10.1 Public realm at the Carnwath Road Riverside site will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.

- 4.10.2 Responsibility for Public realm and public access over it will be assumed by the London Borough of Hammersmith and Fulham
- 4.10.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the London Borough of Hammersmith and Fulham, including standards of maintenance and responsibilities for funding.
- 4.10.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.

#### **4.11 Monitoring (project-wide)**

#### **4.12 Traffic**

[Site-specific commitments will be dealt with in DCO Requirements]

#### **4.13 Council's obligations**

[To be confirmed]

#### **4.14 Other**

- 4.14.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

#### **4.15 Administrative provisions**

- 4.15.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
  - a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999

- m. Governing Law
- n. Counterpart agreements.

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Richmond upon Thames**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **5 Draft Heads of Terms: London Borough of Richmond upon Thames**

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## **5.1 Introduction**

- 5.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **5.2 The Parties**

- 5.2.1 The parties to this agreement are:
- a. The London Borough of Richmond upon Thames, [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **5.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 5.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **5.4 CIL**

- 5.4.1 The London Borough of Richmond upon Thames is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;

- b. they are directly related to the Development; and
- c. they are fairly and reasonably related in scale and kind to the Development.

## **5.5 Land ownership**

- 5.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 5.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 5.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 5.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **5.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 5.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 5.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 5.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with the London Borough of Richmond upon Thames to observe and perform TWUL's obligations.
- 5.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **5.7 Release generally**

- 5.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Richmond upon Thames

- 5.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Richmond upon Thames.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **5.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 5.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 5.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 5.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 5.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 5.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **5.9 Open space/landscaping at the Barn Elms site**

[Further specific details to be inserted, as necessary]

- 5.9.1 Maintenance of areas around permanent structures
- 5.9.2 Maintenance of bat boxes and 'habitat' wall

## **5.10 Monitoring (project-wide)**

- 5.10.1 Traffic

[Site-specific commitments will be dealt with in DCO Requirements]

## **5.11 Council's obligations**

[To be confirmed]

## **5.12 Other**

5.12.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **5.13 Administrative provisions**

5.13.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:

- a. Indexation
- b. Interest on Late Payments
- c. VAT
- d. CIL
- e. Release and Lapse
- f. Local Land Charge
- g. Notices
- h. No Fetter on Discretion
- i. Severability
- j. Covenants between the Thames Water and the IP
- k. Dispute Resolution
- l. Contracts (Rights of Third Parties) Act 1999
- m. Governing Law
- n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Wandsworth**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **6.1 Introduction**

- 6.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **6.2 The Parties**

- 6.2.1 The parties to this agreement are:
- a. The London Borough of Wandsworth, [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **6.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 6.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [Depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **6.4 CIL**

- 6.4.1 The London Borough of Wandsworth is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **6.5 Land ownership**

- 6.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 6.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 6.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 6.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **6.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 6.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 6.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 6.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with the London Borough of Wandsworth to observe and perform TWUL's obligations.
- 6.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **6.7 Release generally**

- 6.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Wandsworth

- 6.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Wandsworth.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **6.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 6.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 6.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 6.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 6.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 6.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **6.9 Highways**

- 6.9.1 TWUL commits to [undertake or to contribute] to the following off-site highway works: [details of amounts and timings to be agreed by reference to the approved *Transport Assessment*].
- 6.9.2 TWUL shall agree the standard of construction with the local highway authority or Transport for London, as applicable.

## **6.10 Open space/landscaping at the King George's Park and Falconbrook Pumping Station sites**

[Specific details to be inserted, as necessary]

## **6.11 Public realm**

- 6.11.1 Public realm at the Putney Embankment Foreshore and Heathwall Pumping Station sites will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.
- 6.11.2 Responsibility for Public realm and public access over it will be assumed by the London Borough of Wandsworth
- 6.11.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the London Borough of Wandsworth, including standards of maintenance and responsibilities for funding.
- 6.11.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.

## **6.12 Monitoring (project-wide)**

- 6.12.1 Traffic  
[Site-specific commitments will be dealt with in DCO Requirements]

## **6.13 Council's obligations**

[To be confirmed]

## **6.14 Other**

- 6.14.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **6.15 Administrative provisions**

- 6.15.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
  - a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion

- i. Severability
- j. Covenants between the Thames Water and the IP
- k. Dispute Resolution
- l. Contracts (Rights of Third Parties) Act 1999
- m. Governing Law
- n. Counterpart agreements.

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

**Royal Borough of Kensington and Chelsea**

APFP Regulations 2009: Regulation **5(2)(q)**

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## 7.1 Introduction

Comments were received on a draft Section 106 Heads of Terms from the Royal Borough of Kensington and Chelsea on 21st January 2013 and these are subject to further discussion post submission of the development consent application.

- 7.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## 7.2 The Parties

- 7.2.1 The parties to this agreement are:

- a. The Royal Borough of Kensington and Chelsea, The Town Hall, Hornton Street, London W8 7NX
- b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## 7.3 Conditionality

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 7.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## 7.4 CIL

- 7.4.1 The Royal Borough of Kensington and Chelsea is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with

Regulation 122 of the CIL Regulations 2010 and that they meet the following tests:

- a. they are necessary to make the Development acceptable in planning terms;
- b. they are directly related to the Development; and
- c. they are fairly and reasonably related in scale and kind to the Development.

## **7.5 Land ownership**

- 7.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 7.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 7.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 7.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **7.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 7.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 7.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 7.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with the Royal Borough of Kensington and Chelsea to observe and perform TWUL's obligations.
- 7.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **7.7 Release generally**

7.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the Royal Borough of Kensington and Chelsea.

7.7.2 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the Royal Borough of Kensington and Chelsea.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **7.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

7.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.

7.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.

7.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.

7.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.

7.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **7.9 Open space/landscaping**

[Specific details to be inserted]

## **7.10 Public realm**

7.10.1 Public realm will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.

- 7.10.2 Responsibility for Public realm and public access over it will be assumed by the Royal Borough of Kensington and Chelsea.
- 7.10.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the Royal Borough of Kensington and Chelsea including standards of maintenance and responsibilities for funding.
- 7.10.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.

## **7.11 Council's obligations**

[To be confirmed]

## **7.12 Other**

- 7.12.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **7.13 Administrative provisions**

- 7.13.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
  - a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999
  - m. Governing Law
  - n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

**City of Westminster**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **8.1 Introduction**

Comments were received on a draft Section 106 Heads of Terms from the Westminster City Council on 23rd January 2013 and these are subject to further discussion post submission of the development consent application.

- 8.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **8.2 The Parties**

- 8.2.1 The parties to this agreement are:

- a. Westminster City Council, City Hall, 64 Victoria Street, London SW1E 6QP
- b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **8.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 8.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **8.4 CIL**

- 8.4.1 Westminster City Council is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:

- a. they are necessary to make the Development acceptable in planning terms;
- b. they are directly related to the Development; and
- c. they are fairly and reasonably related in scale and kind to the Development.

## **8.5 Land ownership**

- 8.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 8.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 8.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 8.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **8.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 8.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 8.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 8.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with Westminster City Council to observe and perform TWUL's obligations.
- 8.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **8.7 Release generally**

8.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from Westminster City Council.

8.7.2 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from Westminster City Council.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **8.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

8.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.

8.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.

8.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.

8.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.

8.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **8.9 Open space/landscaping**

[Specific details to be inserted]

## **8.10 Public realm**

8.10.1 Public realm will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.

- 8.10.2 Responsibility for Public realm and public access over it will be assumed by the Westminster City Council.
- 8.10.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the Westminster City Council including standards of maintenance and responsibilities for funding.
- 8.10.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.  
[Site-specific commitments will be dealt with in DCO requirements]

## **8.11 Council's obligations**

[To be confirmed]

## **8.12 Other**

- 8.12.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **8.13 Administrative provisions**

- 8.13.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
  - a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
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  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999
  - m. Governing Law
  - n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

**City of London**

APFP Regulations 2009: Regulation **5(2)(q)**

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## 9 Draft Heads of Terms: City of London

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## **9.1 Introduction**

Draft S106 Heads of Terms were sent to the City of London on 15 January 2013 and no formal response has been received. These Heads of Terms will therefore be subject to further discussion.

- 9.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **9.2 The Parties**

- 9.2.1 The parties to this agreement are:

- a. City of London Corporation, Guildhall, PO Box 270, London, EC2P 2EJ
- b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **9.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 9.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **9.4 CIL**

- 9.4.1 City of London Corporation is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:

- a. they are necessary to make the Development acceptable in planning terms;
- b. they are directly related to the Development; and
- c. they are fairly and reasonably related in scale and kind to the Development.

## **9.5 Land ownership**

- 9.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 9.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 9.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 9.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **9.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 9.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 9.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 9.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with City of London Corporation to observe and perform TWUL's obligations.
- 9.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **9.7 Release generally**

9.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply] any obligations referring to construction activities only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the City of London Corporation.

9.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the City of London Corporation.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **9.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

9.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.

9.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.

9.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.

9.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.

9.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **9.9 Open space/landscaping**

[Specific details to be inserted]

## **9.10 Public realm**

- 9.10.1 Public realm will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.
- 9.10.2 Responsibility for Public realm and public access over it will be assumed by the City of London Corporation
- 9.10.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the City of London Corporation including standards of maintenance and responsibilities for funding.
- 9.10.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.  
[Site-specific commitments will be dealt with in DCO requirements]

## **9.11 Council's obligations**

[To be confirmed]

## **9.12 Other**

- 9.12.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **9.13 Administrative provisions**

- 9.13.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999

- m. Governing Law
- n. Counterpart agreements.

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Lambeth**

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## **10.1 Introduction**

Comments were received on a draft Section 106 Heads of Terms from the London Borough of Lambeth on 21 January 2013 and these are subject to further discussion post submission of the development consent application.

- 10.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **10.2 The Parties**

- 10.2.1 The parties to this agreement are:

- a. London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW
- b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **10.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 10.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **10.4 CIL**

- 10.4.1 London Borough of Lambeth is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:

- a. they are necessary to make the Development acceptable in planning terms;
- b. they are directly related to the Development; and
- c. they are fairly and reasonably related in scale and kind to the Development.

## **10.5 Land ownership**

- 10.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 10.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 10.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 10.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **10.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 10.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 10.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 10.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with London Borough of Lambeth to observe and perform TWUL's obligations.
- 10.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **10.7 Release generally**

10.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply] any obligations referring to construction activities only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Lambeth.

10.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the London Borough of Lambeth.

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **10.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

10.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.

10.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.

10.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.

10.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.

10.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **10.9 Open space/landscaping**

[Specific details to be inserted]

## **10.10 Public realm**

- 10.10.1 Public realm will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.
- 10.10.2 Responsibility for Public realm and public access over it will be assumed by the London Borough of Lambeth
- 10.10.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the London Borough of Lambeth including standards of maintenance and responsibilities for funding.
- 10.10.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.  
[Site-specific commitments will be dealt with in DCO requirements]

## **10.11 Council's obligations**

[To be confirmed]

## **10.12 Other**

- 10.12.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **10.13 Administrative provisions**

- 10.13.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
  - a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999

- m. Governing Law
- n. Counterpart agreements.

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Tower Hamlets**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **11.1 Introduction**

- 11.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **11.2 The Parties**

- 11.2.1 The parties to this agreement are:
- a. London Borough of Tower Hamlets [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **11.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis].

- 11.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **11.4 CIL**

- 11.4.1 [The local planning authority] is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **11.5 Land ownership**

- 11.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 11.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 11.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 11.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **11.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 11.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 11.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 11.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with [the local planning authority] to observe and perform TWUL's obligations.
- 11.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **11.7 Release generally**

- 11.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

- 11.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority].

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **11.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 11.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 11.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 11.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 11.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 11.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

## **11.9 Open space/landscaping**

[Specific details to be inserted following further discussions with local authority]

- 11.9.1 Mitigation measures for temporary loss of open space and use of part of park during construction within King Edward Memorial Park (KEMP) in one or more of the following areas:
- a. within KEMP but outside the limits of land to be acquired or used (LLAU)
  - b. mitigation measures within LLAU
  - c. mitigation measures on site(s) in close proximity to KEMP.

## **11.10 Shadwell Basin Outdoor Activity Centre**

- 11.10.1 Provision for alternative means for launching small boats from slipway in The Thames (subject to on-going discussions)

## **11.11 Public realm**

- 11.11.1 Public realm will mean those areas of the Development which, post completion of the Development works, will be identified by TWUL as being suitable for public access.
- 11.11.2 Responsibility for Public realm and public access over it will be assumed by the [local planning authority]
- 11.11.3 TWUL will agree a mechanism for the maintenance and management of the Public realm by the [local planning authority] including standards of maintenance and responsibilities for funding.
- 11.11.4 TWUL will commit to allowing public access over the Public realm subject to legitimate restrictions and provisions for closure.  
[Site-specific commitments will be dealt with in DCO requirements]

## **11.12 Council's obligations**

[To be confirmed]

## **11.13 Other**

- 11.13.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **11.14 Administrative provisions**

- 11.14.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion

- i. Severability
- j. Covenants between the Thames Water and the IP
- k. Dispute Resolution
- l. Contracts (Rights of Third Parties) Act 1999
- m. Governing Law
- n. Counterpart agreements.

**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Southwark**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **12.1 Introduction**

- 12.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **12.2 The Parties**

- 12.2.1 The parties to this agreement are:
- a. London Borough of Southwark [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **12.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 12.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **12.4 CIL**

- 12.4.1 [The local planning authority] is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **12.5 Land ownership**

- 12.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 12.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 12.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 12.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **12.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 12.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 12.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 12.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with [the local planning authority] to observe and perform TWUL's obligations.
- 12.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **12.7 Release generally**

- 12.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

- 12.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority].

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **12.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 12.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 12.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 12.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 12.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 12.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

[Site-specific commitments will be dealt with in DCO requirements]

## **12.9 Council's obligations**

[To be confirmed]

## **12.10 Other**

- 12.10.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **12.11 Administrative provisions**

- 12.11.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999
  - m. Governing Law
  - n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Lewisham**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **13 Draft Heads of Terms: London Borough of Lewisham**

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## **13.1 Introduction**

- 13.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **13.2 The Parties**

- 13.2.1 The parties to this agreement are:
- a. London Borough of Lewisham [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **13.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 13.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **13.4 CIL**

- 13.4.1 [The local planning authority] is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## 13.5 Land ownership

- 13.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. **[The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].**
- 13.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 13.5.3 Details of any of TWUL's future interest (if any) in the relevant site. **[This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].**
- 13.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## 13.6 Novation to IP

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 13.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 13.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 13.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with [the local planning authority] to observe and perform TWUL's obligations.
- 13.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## 13.7 Release generally

- 13.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

- 13.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **13.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 13.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 13.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 13.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 13.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 13.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

[Site-specific commitments will be dealt with in DCO requirements]

## **13.9 Council's obligations**

[To be confirmed]

## **13.10 Other**

- 13.10.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **13.11 Administrative provisions**

- 13.11.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999
  - m. Governing Law
  - n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **Royal Borough of Greenwich**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **14.1 Introduction**

- 14.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **14.2 The Parties**

- 14.2.1 The parties to this agreement are:
- a. Royal Borough of Greenwich [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **14.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 14.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **14.4 CIL**

- 14.4.1 [The local planning authority] is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **14.5 Land ownership**

- 14.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 14.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 14.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 14.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **14.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 14.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 14.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 14.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with [the local planning authority] to observe and perform TWUL's obligations.
- 14.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **14.7 Release generally**

- 14.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

- 14.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **14.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 14.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 14.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 14.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 14.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 14.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

[Site-specific commitments will be dealt with in DCO requirements]

## **14.9 Council's obligations**

[To be confirmed]

## **14.10 Other**

- 14.10.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **14.11 Administrative provisions**

- 14.11.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999
  - m. Governing Law
  - n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Borough of Newham**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **15.1 Introduction**

- 15.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **15.2 The Parties**

- 15.2.1 The parties to this agreement are:
- a. London Borough of Newham [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **15.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 15.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **15.4 CIL**

- 15.4.1 [The local planning authority] is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **15.5 Land ownership**

- 15.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 15.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 15.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 15.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **15.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 15.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 15.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 15.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with [the local planning authority] to observe and perform TWUL's obligations.
- 15.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **15.7 Release generally**

- 15.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

- 15.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority].

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **15.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 15.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 15.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 15.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 15.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 15.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

[Site-specific commitments will be dealt with in DCO requirements]

## **15.9 Council's obligations**

[To be confirmed]

## **15.10 Other**

- 15.10.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **15.11 Administrative provisions**

- 15.11.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
  - c. VAT
  - d. CIL
  - e. Release and Lapse
  - f. Local Land Charge
  - g. Notices
  - h. No Fetter on Discretion
  - i. Severability
  - j. Covenants between the Thames Water and the IP
  - k. Dispute Resolution
  - l. Contracts (Rights of Third Parties) Act 1999
  - m. Governing Law
  - n. Counterpart agreements.

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**Thames Tideway Tunnel**  
Thames Water Utilities Limited



# Application for Development Consent

Application Reference Number: WWO10001

## Section 106 Obligations: Heads of Terms

Doc Ref: **7.03**

### **London Legacy Development Corporation**

APFP Regulations 2009: Regulation **5(2)(q)**

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## **16.1 Introduction**

- 16.1.1 The following Heads of Terms are for a proposed [agreement/unilateral undertaking] to be [entered/given] under Section 106 of the Town and Country Planning Act 1990 (the 'Act'), as amended by the Planning Act 2008, relating to Thames Water Utilities Limited's ('TWUL') application (the 'Application') for development consent for the Thames Tideway Tunnel project (the 'Development'). If the Application is successful, the Secretary of State will grant a development consent order in respect of the Application, (the 'DCO').

## **16.2 The Parties**

- 16.2.1 The parties to this agreement are:
- a. London Legacy Development Corporation [insert address]
  - b. Thames Water Utilities Limited, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (Company registration number 02366661).

## **16.3 Conditionality**

[Precise arrangements depend on nature of obligations, which will differ on a case by case basis]

- 16.3.1 The Section 106 obligations contained in the [agreement/unilateral undertaking] are conditional upon:
- a. the DCO being granted by the Secretary of State; and
  - b. the giving of written notice to the local planning authority of the intention to implement the DCO in respect of the land covered by the [agreement/unilateral undertaking]; or
  - c. the earlier implementation of the Development (as defined in Section 155 of the Planning Act 2008); and
  - d. [depending on substance of the obligation, a later date to reflect relationship with land or activity].

## **16.4 CIL**

- 16.4.1 [The local planning authority] is satisfied that the obligations in the [agreement/unilateral undertaking] are compliant with Regulation 122 of the CIL Regulations 2010, and that they meet the following tests:
- a. they are necessary to make the Development acceptable in planning terms;
  - b. they are directly related to the Development; and

- c. they are fairly and reasonably related in scale and kind to the Development.

## **16.5 Land ownership**

- 16.5.1 Description of Site to which the agreement/unilateral undertaking relates, including title number and the relevant site plan. [The extent of land to be bound will depend on the nature of the obligation. Site-specific obligations will only bind the relevant land. Other obligations may be secured generally (but always excluding deep subsoil plots as these are impractical for enforcement purposes) or by reference to the sites of particular elements of infrastructure or by reference to a phase of development].
- 16.5.2 Details of land ownership as per relevant title registers from Land Registry.
- 16.5.3 Details of any of TWUL's future interest (if any) in the relevant site. [This may be dealt with by reference to permanent acquisition powers and/or temporary use powers within the DCO, which may be defined as a sufficient interest that can be bound by Section 106. In any event, deep subsoil plots will be excluded].
- 16.5.4 Obligation on TWUL to enter into supplemental agreements for land acquired by agreement after completion.

## **16.6 Novation to IP**

[Under Section 106 of the Act, the agreement/unilateral undertaking will automatically bind the IP if the IP is TWUL's successor in title or if it exercises temporary use powers under the DCO and these powers are bound].

- 16.6.1 'IP' will mean a body duly appointed as an infrastructure provider in relation to the Project under the provisions of the Water Industry Act 1991 (as amended).
- 16.6.2 The [agreement/unilateral undertaking] will provide that TWUL's liability will cease on disposal of its interest to an IP.
- 16.6.3 Where the disposal is only partial, TWUL will be treated as released upon the IP entering into a direct obligation with [the local planning authority] to observe and perform TWUL's obligations.
- 16.6.4 In either circumstance, TWUL will also be entitled to call for a confirmatory deed of release from the Authority.

## **16.7 Release generally**

- 16.7.1 After completion of the Development [or the relevant parts of it where site-specific obligations apply], any obligations referring to construction activities

only will cease to apply and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority]

- 16.7.2 After completion of the Development [or the relevant parts of it where sit-specific obligations apply], any areas of land which are not required for the operational period of the Development will be identified and released from all obligations and TWUL will be entitled to call for a confirmatory deed of release from the [local planning authority].

[The precise wording of the obligations listed below will need to be reviewed once there is clarity as to the precise nature of the obligations proposed/agreed to be entered]

## **16.8 Employment, skills and training**

[Details to be agreed/relationship to GLA to be determined]

- 16.8.1 TWUL will use reasonable endeavours to target, measure and incentivise local labour across London. The level of employment for each local authority will be dependent on the scale of construction activity within each area and the availability of suitable candidates.
- 16.8.2 TWUL to support the London Living Wage and encourage direct employment under construction contracts.
- 16.8.3 TWUL to use its reasonable endeavours to deliver business opportunities for small and medium-sized enterprises and utilise local products, services and labour through the supply chain during the procurement process, where reasonably possible.
- 16.8.4 TWUL to target, measure and incentivise/reward successful employment of ex-offenders through a recognised offender training and placement scheme, where reasonably possible.
- 16.8.5 TWUL will use reasonable endeavours to mandate measure and incentivise successful apprenticeships.

[Site-specific commitments will be dealt with in DCO requirements]

## **16.9 Council's obligations**

[To be confirmed]

## **16.10 Other**

- 16.10.1 TWUL to pay the reasonable legal fees relating to the [agreement/unilateral undertaking].

## **16.11 Administrative provisions**

- 16.11.1 Provisions dealing with the following administrative matters shall be included in the [agreement/undertaking]:
- a. Indexation
  - b. Interest on Late Payments
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  - d. CIL
  - e. Release and Lapse
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