

Dated 29 JULY

2021

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK

- and -

WALWORTH TOWN HALL LLP

Agreement pursuant to Section 106 of
The Town and Country Planning Act 1990 and other powers in relation to land known as
Walworth Town Hall and Newington Library,
151-155 Walworth Road, London SE17 1RS

Doreen Forrester-Brown
Director of Law and Democracy
London Borough of Southwark
160 Tooley Street
London SE1 2TZ
Ref: LEG/RP/PL/S106/RR020/138
20/AP/1634 – Planning Application
20/AP/1649 – Listed Building Consent Application

two thousand and

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of 160 Tooley Street London SE1 2TZ ("the Council"); and
- (2) WALWORTH TOWN HALL LLP (company registration number OC428202) whose registered office is situated at Waterside, Haa1, Harmondsworth, United Kingdom, UB7 0GB ("the Developer").

WHEREAS

- (A) The Council is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Council owns the freehold interest in the Site and is registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number TGL180658, TGL269759 and SGL427098 at the date of this Agreement.
- (C) The Developer has a beneficial interest in the Site by way of an agreement to lease dated 31 July 2019 and wishes to construct the Development on the Site in accordance with the Planning Permission and the obligations contained herein.
- (D) On 7 December 2020 the Council's Planning Sub-Committee B resolved to grant the Planning Permission and the LB Consent subject to the completion of this Agreement.
- (E) Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the Parties are willing to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions and Interpretation

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

"1990 Act"

means the Town and Country Planning Act 1990;

"AAPs"

means the Council's area action plans extant at the time of the Implementation Date or any replacement thereof;

"Acts"

means Sections 111, 120 and 123 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 278 of the Highways Act 1980 and Section 1 of the Localism Act 2011 together with all other powers enabling:

"Administration Cost"

means the sum of £135.56 (one hundred and thirty-five pounds and fifty-six pence) Index Linked to be paid by the Developer to the Council for the reasonable costs incurred by the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms;

"Affordable Meeting Room Price"

means two room bookings per month at a 40% discount of the standard booking charge for Market Memberships per Eligible Tenant or Eligible Member and thereafter at the standard booking charge for the relevant meeting room;

"Affordable Workspace"

means affordable workspace within the Flexible Employment and Education Floorspace operated by the Developer or the Affordable Workspace Provider delivered as:

- (a) co-working space via Membership Agreements; or
- (b) as a Single Occupier Affordable Workspace Unit;

"Affordable Workspace means:-

Provider"

- (a) a workspace provider taken from the Council's Workspace Provider List; or
- (b) such other organisation approved by the Council;

"Agreement for Lease"

means the agreement for lease for the Site entered into between the Council and the Developer dated 31 July 2019;

"Application"

means the application for planning permission submitted by the Developer and received by the Council on 12 June 2020 to carry out the Development on the Site (Council reference 20/AP/1634);

"Borough"

means the London Borough of Southwark;

"Category Rooms"

means the rooms and areas within the Site identified as Category A, Category B and Category C rooms within the room category schedule prepared by Feix & Merlin Architects as part of the Application dated June 2020 and attached at Appendix 5;

"Community Centre"

means the areas measuring 297sqm (GIA) to be made available for public use in accordance with the Community Centre Management Plan for the following purposes only:

- (a) as a meeting room;
- (b) for the provision of education;
- (c) for the display of works of art (not for sale or hire);
- (d) as a museum;
- (e) as a public library or public reading room;
- (f) as a public hall or exhibition hall;
- (g) for the provision of arts, culture or leisure;
- (h) as a local market;
- (i) any use which is ancillary to the uses listed at (a) to (h) above;or
- (j) such other uses as may be approved by the Council and shown for indicative purposes only coloured pink on the annexed plans labelled 0309_100_LU Rev P4 and 0309_100M_LU Rev P4;

"Community Board"

Centre

means the board which shall be responsible for appointing a Community Centre Operator to run the Community Centre and which shall be made up of:

- (a) the Developer's representatives;
- (b) local community representatives;
- (c) youth representatives from the local community;
- (d) Council representatives; and
- (e) an independent chair;

"Community Centre Door"

means the operational door between the Community Centre and the Flexible A1/A3/D1 Space shown coloured blue on the annexed plan labelled 0309_100_PA Rev P4;

"Community Management Plan" Centre

means a plan to manage the Community Centre to be prepared in accordance with paragraph 2 of Schedule 4 or such updated version as may be approved by the Council from time to time;

"Community Operator"

Centre

means the operator of the Community Centre which shall be:

- (a) a Not For Profit Organisation; or
- (b) any other persons approved by the Council and/or Community Centre Board;

"Community Specification"

Centre means a detailed design specification of the Community Centre to be submitted by the Developer to the Council for approval and which shall include but not be limited to the detailed scaled plans and drawings, samples of materials to be used and which includes the minimum requirements set out in Annex 1 of Schedule 4;

"Completion"

means:-

- (a) in respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Developer's duly appointed architect or other project consultant designated by the Developer for that purpose; and
- (b) in respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Developer's architect or other project consultant designated by the Developer for that purpose,

and "Complete", "Completed" and "Completion Date" shall be construed accordingly.

"Construction

means the detailed construction plan to be submitted by the

Environmental

Management Plan"

Developer to the Council in accordance with paragraph 1 of Schedule 8 for its approval which is in general accordance with the principles contained in the Council's Environmental Code of Construction Practice, the Council's Demolition and Construction – Technical Guidance and Transport for London's guidance notes on Delivery and Servicing Plans and Construction Logistics Plans including any revisions or successor documents;

"Contractor"

means the contractor appointed by the Developer to construct the Development;

"Core Strategy"

means the Core Strategy 2011 or any replacement thereof;

"Council Chamber"

means the area coloured blue on plans 0309_101_PA Rev P4 and 0309_102_PA Rev P4;

"Development"

means the refurbishment of the existing Grade II Listed Walworth Town Hall and Newington Library buildings to provide a Community Centre (Class D1), flexible employment/education space (Class B1/D1), and a café/lobby (Class A1/A3/D1); and including a third floor within the reconfigured roof space of the Town Hall building and a first floor mezzanine level to accommodate additional employment/education space (Class B1/D1), a heritage roof, outdoor amenity spaces at ground floor and first floor levels, an entrance off Walworth Square, with associated servicing, cycle parking, signage, lighting and associated landscaping;

"Development Plan"

means the Southwark Plan, the Core Strategy, AAPs and the London Plan;

"Director of Planning and Growth"

means the Council's Director of Planning and Growth or any other officer or person properly exercising the authority of the Director of Planning and Growth for the time being;

"Dispose"

means the grant of any legal interest in respect of the Site or any part of the Site;

"Eligible Member"

means a potential worker who shall enter into a Membership Agreement who demonstrates a specific social cultural or economic development purpose or such other person as may be approved by

the Council and "Eligible Members" shall be construed accordingly;

"Eligible Tenant"

means a potential occupier of the Single Occupier Affordable Workspace Unit being a micro, small or medium enterprise which demonstrates a specific social cultural or economic development purpose or such other person as may be approved by the Council and "Eligible Tenants" shall be construed accordingly;

"Existing B1 Floorspace"

means 2,104 sqm of existing B1 (office and light maker/creator workspaces) floorspace;

"Flexible A1/A3/D1 Space"

means the area measuring 404 sqm (GIA) located on the ground and basement floors to be used as a flexible space for the following uses only:

- (a) for the use as a shop/retail;
- (b) for the sale of food and drink for consumption on the premises;
- (c) for the provision of education;
- (d) for the display of works of art (not for sale or hire);
- (e) as a museum;
- (f) as a public library or public reading room,
- (g) as a public hall or exhibition hall;
- (h) any use which is ancillary to the uses listed at (a) to (g) above;or
- (i) such other uses as may be approved by the Council; and shown for indication purposes coloured purple on the annexed plans labelled 0309 099 LU Rev P4 and 0309 100 LU Rev P4;

"Flexible Employment and Education Floorspace"

means the area measuring approximately 4,372 sqm (GIA) in that part of the Development indicatively coloured green on the annexed plans labelled 0309_099_LU Rev P4, 0309_100_LU Rev P4, 0309_101_LU Rev P4, 0309_101M_LU Rev P4, 0309_102_LU Rev P4 and 0309_103_LU Rev P4 and to be used as a flexible B1/D1 space and for the following uses only:

- (a) an office to carry out any operational or administrative functions,
- (b) the research and development of products or processes, and
- (c) for the provision of education;

"Flexible Employment and Education Floorspace Tenant"

means any individual tenant deriving title from the Developer at arm's length who does not acquire any other interest in the Site except an interest in the Flexible Employment and Education Floorspace;

"Highway Development Manager"

means the Council's Highway Development Manager or any other officer or person properly exercising the authority of the Highway Development Manager for the time being;

"Implementation Date"

means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development upon the Site save that for the purposes of this Agreement only works of site clearance, site preparation, site investigation, construction of temporary boundary fencing or hoardings, temporary diversion of sewers on or under the Development and other non-permanent works preparatory to the construction of the Development shall not be deemed to be carrying out of a material operation and references to "Implementation" and "Implement" shall be construed accordingly;

"Index"

means the RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics to be applied in accordance with clause 13;

"Index Linked"

means increased (if applicable) in accordance with clause 13;

"LBC Application"

means the application for listed building consent submitted by the Developer to the Council and received by the Council on 12 June 2020 to carry out the Development (Council reference 20/AP/1649);

"LB Consent"

means the listed building consent for the Development in the form of the draft attached hereto at Appendix 2 to be issued pursuant to the LBC Application;

"Local Market Price"

means the estimated amount for which the service could be bought or sold at the date of valuation based on appropriate detailed comparable local market evidence and assuming a willing seller and a willing purchaser on appropriate contractual terms after proper marketing wherein those parties have acted knowledgeably, prudently and without compulsion to be assessed in accordance

with an asset's or service's actual use, location and individual characteristics and the RICS approved valuation methods or intended or established valuation custom and practice and to be determined in accordance with paragraph 2 of Schedule 1 in respect of the Membership Agreements and paragraph 2 of Schedule 5 in respect of the Public Access Areas;

"Local Market Rent"

means the estimated amount for which an interest in real property could be leased or let at the date of valuation based on appropriate detailed comparable local market evidence and assuming a willing landlord and a willing lessee or tenant on an appropriate lease or tenancy terms after proper marketing wherein those parties have acted knowledgeably, prudently and without compulsion to be assessed in accordance with a property's size, permitted use, location and individual characteristics and the RICS approved valuation methods or intended or established valuation custom and practice and to be determined in accordance with paragraph 2 of Schedule 1 in respect of the Single Occupier Affordable Workspace Unit;

"London Plan"

means the London Plan dated March 2021 or any replacement thereof:

"Long Leasehold Interest"

means a leasehold interest to be granted by the Council (as freehold owner of the Site) to the Developer for a term of 150 years in respect of the Site pursuant to the Agreement for Lease dated 31 July 2019;

"Market Memberships"

means memberships for the co-working space to be made avaliable within the Flexible Employment and Eduation Floorspace other than the Membership Agreements;

"Membership Agreements" means no less than 17 but not greater than 22 memberships to be made available to Eligible Members for the letting of the Affordable Workspace as co-working space for periods of 12 or 18 months at the Membership Agreement Affordable Price in accordance with Part 3 of Schedule 1 of this Agreement;

"Membership Agreement Affordable Price"

Agreement means the price charged to Eligible Members for Membership

Agreements which shall not be more than 60% of the Local Market

Price for Market Memberships within the Development;

"Membership Agreement
Marketing and
Management Plan"

means a plan for marketing and managing the Membership Agreements to be prepared by the Developer and submitted to the Council for approval in accordance with the provisions of Schedule 1 or such updated version as may be approved by the Council from time to time;

"Mortgagee"

means an established corporate body within the finance industry regulated by the Prudential Regulation Authority the Financial Conduct Authority or similiar and acting as a bona fide lender;

"Not For Organisation"

Profit means a charity or community benefit society with experience of managing and maintaining public sites approved by the Council;

"Occupation"

means the first date upon which any part of the Site is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases "Occupy" and "Occupied" shall be construed accordingly;

"Parties"

means the Council and the Developer;

"Phase 1 Works"

has the same meaning as in the Agreement for Lease;

"Planning Permission"

means the planning permission for the Development substantially in the form of the draft attached hereto as Appendix 1 to be issued pursuant to the Application or any variation thereof;

"Public Access Areas"

means the areas shown coloured blue, pink and yellow on the annexed plans labelled 0309_099_PA Rev P4, 0309_100_PA Rev P4, 0309_100M_PA Rev P4, 0309_101_PA Rev P4 0309_101M_PA Rev P4, 0309_102_PA Rev P4 and 0309_103_PA Rev P4 or such other areas as may be agreed with the Council from time to time, to be made available for public access in accordance with Schedule 5;

"Public
Management Plan"

Access

means a plan to manage the Public Access Areas to be prepared by the Developer and submitted to the Council for approval in accordance with paragraph 1 of Schedule 5;

"Public Ir

Board"

Information

means a high quality permanent information board to be displayed within the Community Centre accessible to the public presenting information as to the heritage and historical significance of the Site;

"Public Information Board Specification"

means a detailed design specification of the Public Information Board including (but without limitation) detailed scaled plans and drawings, location for display, samples of materials to be used, content, wording and information related to the heritage of the Site to be submitted by the Developer to the Council for approval in accordance with paragraph 4 of Schedule 4;

"Reasonable Endeavours"

means the Developer will be bound to attempt to fulfil the obligation by the expenditure of such effort and/or sums of money as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development;

"Reference Library"

means the area coloured yellow on the annexed plan labelled 0309_101_PA_Rev P4;

"Restoration Monitoring Contribution"

means the sum of £6,778 (six thousand seven hundred and seventy-eight pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1 of Schedule 2 and to be applied by the Council towards the supervision of the restoration works, provision of specialist restoration advice, and reviewing, approving and monitoring compliance with the User and Tenant's Conservation Management Plan;

"Section 278 Highways Agreement"

means any agreement between the Developer and the Council pursuant to Section 278 of the Highways Act 1980 for securing and authorising the Developer to carry out the Section 278 Highway Works and (unless otherwise agreed between Developer and the Council) the Section 278 Highways Agreement(s) will include (without limitation) provisions for:

(a) the Section 278 Highways Works to be secured to the sum of the Section 278 Highways Works Bond;

- the security relating to the amount of the Section 278 Highway (b) Works to be delivered prior to the commencement of the Section 278 Highway Works; and
- the Developer to carry out the Section 278 Highways Works in (c) accordance with the approved Section 278 Highways Works Specification at its own cost and at no cost to the Council;

Highway "Section 278 Works Bond"

means the deposit, bond, guarantee, surety or similar security relating to the Section 278 Highway Works in a sum equivalent to the estimated cost of the Section 278 Highway Works plus fifty percent;

"Section 278 Highway

means:-

Works"

- repaving the footway and provision of new kerbing on (a) Walworth Square;
- repairing any damage to the highway caused by construction (b) activities including construction work and the movement of construction vehicles; and
- such other works ancillary to the works specified in (a) and (c) (b) above as the Council may reasonably require;

carried out in accordance with the Southwark Streetscape Design Manual;

"Section 278 **Highway** Works Specification"

means a detailed design specification of the Section 278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery;

"Single Occupier **Affordable** Workspace Unit"

means workspace measuring no less than 173.6sqm (GIA) but not greater than 223sgm (GIA) to be provided within the Flexible Employment and Education Floorspace in accordance with the Single Occupier Affordable Workspace Unit Specification and the Single Occupier Affordable Workspace Unit Plans and which shall be leased by the Developer to an Affordable Workspace Provider pursuant to the Single Occupier Affordable Workspace Unit Lease who shall in turn lease and/or licence the Single Occupier Affordable Workspace Unit to Eligible Tenant(s);

"Single Occupier

means a lease of the Single Occupier Affordable Workspace Unit to Affordable Workspace Unit be entered into either between the Developer and Eligible Tenants Lease"

or the Affordable Workspace Provider and Eligible Tenants and in either case at the Single Occupier Affordable Workspace Unit Rent and which is consistent (unless otherwise agreed with the Council in writing) with the heads of terms set out in Annex A of Schedule 1;

"Single Occupier
Affordable Workspace
Unit Marketing and
Management Plan"

means a plan for marketing and managing the Single Occupier Affordable Workspace Unit to be prepared by the Developer and submitted to the Council for approval in accordance with the provisions of Schedule 1 or such updated version as may be approved by the Council from time to time;

"Single Occupier
Affordable Workspace
Unit Plans"

means the plans to be prepared by the Developer indicating the proposed location of the Single Occupier Affordable Workspace Unit within the Development;

"Single Occupier Affordable Workspace

Unit Rent"

means not more than 70% of Local Market Rent for comparable coworking space within the Borough;

"Single Occupier
Affordable Workspace Unit
Specification"

means a detailed design specification of the Single Occupier Affordable Workspace Unit to be submitted by the Developer to the Council which shall include but not be limited to the detailed scaled plans and drawings, samples of materials to be used and estimated costs and, unless otherwise agreed in writing with the Council, will be based on the minimum requirements set out in Annex A of Schedule 1;

"Site"

means the land known as Walworth Town Hall and Newington Library, 151-155 Walworth Road, London SE17 1RS and for the purpose of identification only shown edged red on the plan labelled "Location Plan";

"SME"

means a small to medium enterprise;

"Staircase and Circulation
Area"

means the area edged red on the plans labelled 0309_100 _PA_Rev P4 and 0309_101_PA_Rev P4 annexed hereto;

"Supplemental Deed"

means a supplemental deed substantially in the form attached at Appendix 3;

"Transport for London" means Transport for London or their successor in statutory function;

"User and Tenant's Conservation Management Plan"

means a plan setting out the policies and guidance for ongoing maintenance, repair and minor alterations of the Site to be prepared by an accredited conservation architect and submitted to the Council for approval pursuant to paragraph 1 of Schedule 6;

"Valuer" means a RICS accredited independent person suitably qualified

and acting as an expert not an arbitrator;

"Working Days" means any Monday, Tuesday, Wednesday, Thursday and Friday

except bank or public holidays; and

"Workspace Provider List" means the list of workspace providers published by the Council and updated from time to time.

In this Agreement (except where the context otherwise requires):

- 1.2 Reference to the masculine feminine and neuter genders shall include other genders.
- 1.3 Reference to the singular include the plural and vice versa unless the contrary intention is expressed.
- 1.4 Reference to natural persons are to include corporations and vice versa.
- 1.5 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Agreement.
- 1.7 Any reference in this Agreement to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force save that reference to the Use Classes Order within the Town and Country Planning (Use Classes) Order 1987 as amended are and shall be construed as reference to such Use Classes at the date of submission of the Application and such construction shall not be affected by changes to such Order after the date of the submission of the Application.

- 1.8 The expressions "the Developer" shall include their respective successors in title and assigns and the expression "the Council" shall include their successors in statutory function.
- 1.9 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions.
- 1.10 Where in this Agreement a party includes more than one person any obligation of that party shall be joint and several.
- 1.11 Any strategy or plan required to be submitted pursuant to the terms of this Agreement may be amended from time to time by agreement between the Developer and the Council and any such amended strategy or plan shall be capable of being enforced by the Council pursuant to this Agreement as if it were the original strategy or plan.
- 1.12 Where in this Agreement the Council is required to give any approval, consent or agreement then such approval, consent or agreement by the Council shall not be unreasonably withheld or delayed or deemed to have been given unless given in writing.
- 1.13 Any approval of the Council required by this Agreement shall be the approval of the Director of Planning and Growth unless otherwise stated.

2. Statutory Provisions

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that subject to clause 7 the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

2.2 To the extent only that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

3. Legal Effect

- 3.1 The Agreement shall come into effect on the date of this Agreement.
- 3.2 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act and unless otherwise agreed between the parties:-
 - 3.2.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and
 - 3.2.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and
 - 3.2.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:-

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 of the 1990 Act.

3.3 The Developer shall meet the Council's legal fees in respect of any such endorsement.

4. Obligations of the Developer

- 4.1 The Developer covenants to observe and perform or cause to be observed and performed the obligations contained in the Schedules to this Agreement at the times and in the manner provided therein.
- 4.2 Without prejudice to any other remedy available to the Council, the Developer covenants that no part of the Development shall be Implemented, Completed or Occupied (as appropriate) unless and until the obligations contained within the Schedules to this Agreement that are required to be fulfilled before Implementation, Completion or Occupation have been complied with.
- 4.3 The Developer shall pay the Restoration Monitoring Contribution by way of CHAPS transfer into such bank account as the Council shall nominate in writing or as otherwise specified by the Council.
- 4.4 The Developer covenants with the Council not to Occupy the Development or any part of it until an executed agreement substantially in the form of the Supplemental Deed (with all relevant requisite details accurately entered) has been completed and a copy provided to the Council in order to bind the Long Leasehold Interest and make such interest subject to all of the planning obligations and other covenants agreements and provisions contained in this Agreement.
- 4.5 The Developer covenants with the Council not to Dispose of the Site or any part of it to a third party until:
 - (a) applications to register the Long Leasehold Interest and the Supplemental Deed have been made to the Land Registry;
 - (b) the Land Registry has allocated an indicative title number to the Long Leasehold Interest; and
 - (c) a solicitor's undertaking has been provided to the Council confirming that reasonable endeavours shall be used to respond to any requisitions from the Land Registry in respect of the applications to register the Long Leasehold Interest and Supplemental Deed and that such applications shall not be withdrawn.

5. Developer to Notify Council

- 5.1 The Developer covenants with the Council to notify the Council:
 - 5.1.1 of its application to the Land Registry under clause 8 within 14 days of this Agreement;
 - 5.1.2 immediately of the occurrence of the Implementation Date by written notice;
 - 5.1.3 of its intention to pay the Administration Cost and the Restoration Monitoring Contribution by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 Working Days immediately preceding the making of such payment;
 - 5.1.4 immediately of Completion of the Single Occupier Affordable Workspace Unit (if relevant); and
 - 5.1.5 immediately of Completion of the Community Centre.

6. Council's Covenants

6.1 The Council covenants with the Developer to observe and perform or cause to be observed and performed the obligations on the Council in the Schedules of this Agreement.

7. Enforceability of Obligations

- 7.1 This Agreement shall not be binding on:
 - 7.1.1 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; and
 - 7.1.2 a Flexible Employment and Education Floorspace Tenant save in respect of the obligations in Schedule 1.
- 7.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with the whole of its interest in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

- 7.3 The Developer shall no longer be bound by the terms of this Agreement in the event that:
 - 7.3.1 The Agreement for Lease is terminated pursuant to clause 14 of the Agreement for Lease in the event:
 - (a) of the Developer's insolvency;
 - (b) of the Developer's material breach of its obligations under the Agreement for Lease not remedied in the period of not less than two months as stipulated by the Council (as freehold owner of the Site); or
 - (c) practical completion of the Phase 1 Works has not occured within 48 months from the date the Developer receives its licence to carry out works on the Site under the agreement to lease;
 - 7.3.2 Following Completion of the Development in the event that the Developer is not granted the Long Leasehold Interest.

8. Registration

- 8.1 Immediately after the execution of this Agreement, the Developer shall make an application to the Land Registry for entries relating to this Agreement to be made in the charges register(s) of the Title Number(s) referred to in recital B above.
- 8.2 If the Developer fails to make the application as referred to in clause 8.1 above the Council shall (without prejudice to any other right) be entitled to register the Agreement and recover the expenses incurred in doing so from the Developer and the Developer covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 8.3 The covenants on behalf of the parties hereto to be observed and performed under this Agreement shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

9. Site Not To Be Encumbered

9.1 The Developer covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

10. Right of Access

10.1 Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

11. Waiver

11.1 No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Developer.

12. Interest on Late Payment

12.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Developer shall pay on demand to the Council interest thereon at the interest rate of four per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

13. Indexation

13.1 Any sum referred to in the Agreement and required to be paid to the Council shall be increased (if applicable) by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

14. Enforcement Costs

14.1 Without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Developer arising hereunder.

15. Administration Cost

15.1 The Developer covenants to pay the Administration Cost to the Council prior to Implementation and separately not to Implement the Development until the Administration Cost has been paid to the Council.

16. Council's Legal Fees

16.1 The Developer shall pay on the date of this Agreement to the Council by way of a bank transfer the Council's reasonable costs in the preparation and negotiation of this Agreement.

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.
- 17.2 The Developer acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions then to the extent that VAT had not been previously charged in respect of that contribution the Council shall have the right to issue a VAT invoice to the Developer and the VAT shall be paid accordingly.

18. Notices

- 18.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 18.3.
- 18.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:
 - 18.2.1 if delivered by hand, upon delivery at the relevant address; and
 - 18.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting;

except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

18.3 Subject to clause 18.4, the address, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning &

Transport, Chief Executive's Department, PO Box 64529

London, SE1P 5LX;

Relevant addressee: The Director of Planning and Growth (for general enquiries);

S.106/CIL Monitoring Officer (for planning obligation

enquiries);

Reference: S106/RR020/138 and 20/AP/1634 and 20/AP/1649.

For the Developer:

Address: General Projects, 55 Blandford Street, Second Floor, London,

W1U 7HW;

Relevant addressee: Development Principal – Walworth Town Hall;

Reference: S106 – Walworth Town Hall.

A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

18.4.1 the date specified in the notification as the date on which the change is to take place; or

18.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

19. Determination of Disputes

- 19.1 Subject to clause 19.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 19. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 19.2 For the purposes of this clause 19 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

- 19.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 19.4.
- 19.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 19.5 The Specialist is to act as an independent expert and:
 - 19.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 19.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 19.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 19.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 19.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 19.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty Working Days of his appointment.
- 19.7 Responsibility for the costs of referring a dispute to a Specialist under this clause 19, including costs connected with the appointment of the Specialist and the Specialist's

own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

19.8 This clause 19 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

20. Contracts (Rights of Third Parties) Act 1999

20.1 A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act 1999.

21. Miscellaneous

- 21.1 The construction validity and performance of this Agreement shall be governed by English law.
- 21.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.
- 21.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 21.4 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Agreement.
- 21.5 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Developer or its successors in title but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Agreement shall have no further effect thereupon.

21.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.

22. Community Infrastructure Levy

22.1 The Parties are satisfied that the planning obligations given by the Developer set out in this Agreement accord with the three statutory tests set out in Regulation 122 (2)(a)-(c) of the Community Infrastructure Regulations 2010.

23. Future Mortgagee

23.1 A Mortgagee with a charge over the Site created after the date of this Agreement shall have no liability under this Agreement unless it takes possession of the Site or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Developer.

SCHEDULE 1 Affordable Workspace

Part 1: Affordable Workspace Delivery

The Developer covenants with the Council:

- 1.1 Prior to first Occupation of the Development to notify the Council whether the Affordable Workspace shall be delivered as Membership Agreements or as a Single Occupier Affordable Workspace Unit.
- 1.2 Part 3 of this Schedule 1 shall apply only in the event the Developer elects to deliver the Affordable Workspace via Membership Agreements.
- 1.3 Part 4 of this Schedule 1 shall apply only in the event the Developer elects to deliver the Affordable Workspace as a Single Occupier Affordable Workspace Unit.
- 1.4 To comply with the provisions set out in this Schedule 1 for a period of 30 years from first Occupation unless otherwise agreed with the Council.
- 1.5 Not to use or permit the use of the Affordable Workspace other than by Eligible Members, or Eligible Tenants (as the case may be).

Part 2: Local Market Rent and Local Market Price

- 2.1 The Developer covenants with the Council that the Local Market Rent for the Single Occupier Affordable Workspace Unit or the Local Market Price of the Membership Agreements (as appropriate) shall be determined as follows:
 - 2.1.1 no later than three months prior to the anticipated date that the Affordable Workspace will be available for first Occupation the Developer will commission an independent Valuer approved by the Council to provide a full written assessment of the Local Market Rent or the Local Market Price (as appropriate) of the Affordable Workspace prepared in line with the RICS Red Book and the conclusions in the assessment will be clearly supported by comparable evidence; and
 - 2.1.2 an assessment produced by the Valuer shall be submitted to the Council for its approval and, if accepted in writing, this figure shall be deemed to be the Local Market Rent or the Local Market Price (as appropriate).

- 2.2 In the event that the Council does not accept the figure provided in accordance with paragraph 2.1, the Council may commission another Valuer at its own cost to provide a full written assessment of the Local Market Rent or the Local Market Price (as appropriate) of the Affordable Workspace (as at the anticipated date that such space or memberships (as appropriate)) will be available for first Occupation) prepared in line with the RICS Red Book.
- 2.3 In the event that the Developer does not accept the figure provided in accordance with paragraph 2.2, the Developer shall notify the Council within 10 Working Days of notice of the figure provided in accordance with paragraph 2.2 that the Developer elects that the average of these two figures shall be deemed to be the Local Market Rent or the Local Market Price (as appropriate). The Council shall confirm whether or not it agrees to this figure within 10 Working Days of receipt of the Developer's notice.
- If the Developer does not serve a notice under paragraph 2.3 above, or if the Council does not agree to the figure in such a notice the Developer and the Council will (unless otherwise agreed) jointly commission a third Valuer (the costs of which are to be bourne equally between the Developer and Council) to provide a written assessment of the Local Market Rent or the Local Market Price (as appropriate) of the Affordable Workspace (as at the anticipated date that such space or memberships (as appropriate) will be available for first Occupation) prepared in line with the RICS Red Book and the average of the three figures produced under paragraphs 2.1 and 2.2 and this sub-paragraph shall be deemed to be the Local Market Rent or the Local Market Price (as appropriate) of the Affordable Workspace.
- 2.5 If either the Developer or the Council does not accept the figure provided in accordance with paragraph 2.4 any dispute will be resolved in accordance with clause 19 of this Agreement.

Part 3: Membership Agreements

The Developer covenants with the Council as follows:

3. Calculation of Membership Agreements

3.1 To submit to the Council for approval the total number of Membership Agreements to be made available within the Flexible Employment and Education Floorspace prior to Occupation of the Development which shall be calculated based on 10% of the uplift in the Existing B1 Floorspace over 500 sqm to be determined following Completion of the Development.

- 3.2 For the avoidance of doubt, the total number of Membership Agreements shall be based on 1:10 occupational density.
- 3.3 Not to Occupy the Development until the Council has approved the number of Membership Agreements calculated in accordance with paragraph 3.1.

4. Membership Agreement Affordable Price

- 4.1 The price payable by an Eligible Member for a Membership Agreement shall not be more than the Membership Agreement Affordable Price (including any service charges).
- 4.2 The Local Market Price shall be determined in accordance with Part 2, Paragraph 2 of this Schedule.

5. Membership Agreement Marketing and Management Plan

- 5.1 No later than six months prior to Occupation of the Development, the Developer shall submit the Membership Agreement Marketing and Management Plan to the Council for its approval.
- 5.2 Not to Occupy the Development until the Council has approved the Membership Agreement Marketing and Management Plan.
- 5.3 The Membership Agreement Marketing and Management Plan shall include:
 - 5.3.1 how the Eligible Members will be identified and prioritised provided always that that priority is given to residents of the Borough or owner(s) of a business primarily based within the Borough;
 - 5.3.2 how Membership Agreements shall be allocated (in partnership with Southwark Works (or any other employment support service approved by the Council));
 - 5.3.3 how the Affordable Workspace will continue to be marketed following first Occupation to ensure as far as possible that the Affordable Workspace remains occupied by Eligible Members;
 - 5.3.4 details of the Affordable Workspace Provider or Developer as appropriate including a named person of contact and their contact information;
 - 5.3.5 the furnishings to be provided to Eligible Members which shall at a minimum include a desk and chair;
 - 5.3.6 the facilities and services accessible by Eligible Members shall include at no extra cost to the Membership Agreement Affordable Price (save for (d) below):

- (a) access to all amenity spaces within the Development;
- (b) access to all kitchen, toilet and shower facilities within the Flexible Employment and Education Floorspace;
- (c) power;
- (d) use of private meeting rooms at the Affordable Meeting Room Price;
- (e) the ability to register business at the Site including as a post box
- (f) mail and shipment receiving;
- (g) a monthly allowance for printers, photocopiers and scanners (such allowance to be the same as for Market Memberships);
- (h) access to network, unlimited internet (wifi) and IT infrastructure;
- (i) visitors and guests permitted;
- (j) 24/7 key card access to main entrance;
- (k) regular facility maintenance;
- access to the free events and programmes taking place within the Development including any free public event within the Public Access Areas; and
- (m) any other service provided to other businesses within the Development.
- 5.3.7 details of how Eligible Members will be supported which shall include opportunities for mentoring by the Developer and other SME's within the Development;
- 5.3.8 a code of conduct expected for all occupiers of the Affordable Workspace;
- 5.3.9 an example membership agreement to be offered to Eligible Members prepared by the Developer or the Affordable Workspace Provider (as appropriate);
- 5.3.10 a review of the Membership Agreement arrangement and operations to be carried out one year after first Occupation of the Affordable Workspace and thereafter every 5 years for the duration that the Affordable Workspace is retained;
- 5.3.11 the proposed Membership Agreement Affordable Price; and
- 5.3.12 such other matters as shall be agreed between the Developer and Council to be included within the Membership Agreement Marketing and Management Plan.
- To implement and comply with the approved Membership Agreement Marketing and Management Plan (or any revised version approved by the Council) for the duration the Affordable Workspace is retained.
- 5.5 To compile a list of those who have registered their interest in Membership Agreements and to provide the Council with a copy of the list and such other

information as the Council may reasonably require to enable the Council to monitor compliance with this Schedule 1 within 21 Working Days of receipt of a written request for such information.

Part 4: Single Occupier Affordable Workspace Unit

The Developer covenants with the Council:-

6. Single Occupier Affordable Workspace Unit Specification

- 6.1 Prior to Occupation of the Development, to submit the following to the Council for approval:
 - 6.1.1 the total floorspace area to be provided as a Single Occupier Affordable Workspace Unit which shall be calculated based on 10% of the uplift in Existing B1 Floorspace over 500sqm to be determined following Completion of the Development:
 - 6.1.2 the Single Occupier Affordable Workspace Unit Specification; and
 - 6.1.3 the Single Occupier Affordable Workspace Unit Plans.
- To construct the Single Occupier Affordable Workspace Unit as part of the Development in accordance with the total Single Occupier Affordable Workspace Unit floorspace area, the Single Occupier Affordable Workspace Unit Plans and the Single Occupier Affordable Workspace Unit Specification approved pursuant to paragraph 6.1 above.
- 6.3 Not to Occupy the Development until the Single Occupier Affordable Workspace Unit has been Completed in accordance with the total Single Occupier Affordable Workspace Unit floorspace area, the Single Occupier Affordable Workspace Unit Plans and the Single Occupier Affordable Workspace Unit Specification approved pursuant to paragraph 6.1 above.

7. Single Occupier Affordable Workspace Unit Marketing and Management Plan

- 7.1 No later than six months prior to Occupation of the Development, the Developer shall submit the Single Occupier Affordable Workspace Unit Marketing and Management Plan to the Council for its approval.
- 7.2 The Single Occupier Affordable Workspace Unit Marketing and Management Plan shall include:

- 7.2.1 how Eligible Tenants will be identified and prioritised provided always that priority is given to residents of the Borough or owner(s) of a business primarily based within the Borough;
- 7.2.2 the terms on which the Eligible Tenants will occupy the space (e.g. leases and licences) including the Single Occupier Affordable Workspace Unit Rent to be finally determined under paragraph 2, Part 2 of this Schedule;
- 7.2.3 how the Single Affordable Unit Workspace will continue to be marketed following first Occupation to ensure that as far as possible the Single Occupier Affordable Workspace Unit remains occupied;
- 7.2.4 the Developer's proposals for working alongside the Affordable Workspace Provider;
- 7.2.5 details of how occupiers and new start up businesses and companies will be supported including opportunities for mentoring;
- 7.2.6 the hours of operation of the Single Occupier Affordable Workspace Unit;
- 7.2.7 the number of cycle storage spaces to be allocated to Eligible Tenants;
- 7.2.8 a code of conduct expected for all users of the Single Occupier Affordable Workspace Unit; and
- 7.2.9 such other matters as shall be agreed between the Developer and Council to be included within the Single Affordable Workspace UnitMarketing and Management Plan.
- 7.3 Not to Occupy the Development until the Single Occupier Affordable Workspace Unit Marketing and Management Plan has been approved by the Council.
- 7.4 To implement and comply with the approved Single Occupier Affordable Workspace Unit Marketing and Management Plan (or any revised version approved by the Council) for the duration the Single Occupier Affordable Workspace Unit is retained.
- 7.5 To compile a list of those who have registered their interest in the Single Occupier Affordable Workspace Unit and to provide the Council with a copy of the list and such other information as the Council may reasonably require to enable the Council to monitor compliance with this Schedule 1 within 21 Working days of receipt of a written request for such information.

Annex A to Schedule 1 Single Occupier Affordable Workspace Unit Lease Heads of Terms

Parties	[TBA]
Demise	To comprise the premises known as [TBA]
Lease	Internal repairing lease to commence no earlier than Completion of the Single Occupier Affordable Workspace Unit. The lease will exclude the security of tenure provisions of Part II of the Landlord and Tenant Act 1954
Use	B1 offices and/or research and development of products and processes and/or light industry
Rent	Single Occupier Affordable Workspace Unit Rent (as defined in this Agreement)
Rent Review	Five yearly upward only, RPI linked
Alienation	Not permitted without the landlord's consent.
Service charges	To be no more 70% of the service charge and any other rates due in respect of the Single Occupier Affordable Workspace Unit. Service provision and any disputes arising shall be subject to <i>RICS Code of Practice: Service Charges in Commercial Property</i> and subject to the arbitration procedures
Insurance	Lessee to insure their own fixtures and fittings and to provide third party liability insurance. The landlord to insure building structure and to charge an insurance rent on a proportionate basis in addition to the service charge
Utilities	The premises will be served by electricity, water, drainage and gas or District Heating Network heating and metered and charged
Compliance	The lessee to be responsible for compliance with legislation and regulations and where appropriate both parties to cooperate
Rights granted	The lessee to be granted rights of access including:

	emergency escape rights
	 rights of access and use of the loading facilities where appropriate
	 rights of access and use to refuse facilities
	rights to connect to District Heating Network (if
	available) and to be separately metered and charged
	use of lift where appropriate for access to their areas
	use of [x number] of cycle spaces
Alterations	The lessee may not carry out structural alterations
	Consent will be required for non-structural alterations, and the lessee is to provide the landlord with details of such alterations prior to carrying out such works. All alterations to be compliant with regulations
Decorations	As necessary but no more than once every five years and in accordance with the User and Tenant's Management Plan
Reinstatement	Unless otherwise agreed by the Landlord, the lessee will be required to offer up the premises in the condition in which they were let, clean and tidy, decorated condition free of the lessee's possessions but the lessee will not be required to undertake any structural works
Break clause	The lessee will be entitled to operate a break after 1 year where the term of the lease is 2 years and after 2 years where the term of the lease is 5 years in each case on giving six months' notice.
	The landlord will be entitled to operate a break after 1 year where the term of the lease is 2 years and after 2 years where the term of the lease is 5 years in each case on giving twelve months' notice.
Legal costs	Each party to bear its own
1954 Act	The lease will have no statutory right of renewal (and will be "contracted out")

Annex B to Schedule 1 Single Occupier Affordable Workspace Unit Specification

1. General

This outline scope of work is intended to set out the general basic requirements and minimum specification for the proposed Single Occupier Affordable Workspace Unit in line with the approved Application documents (unless otherwise agreed between the Developer and the Council).

2. Compliance

Specification is subject to change to conform with all statutory requirements and relevant regulations at time of construction and that all facilities are fully DDA compliant.

3. Specification

3.1 Floor

- Screed finish and painted or another specification suitable for office use
- Fully accessible raised floors or another specification suitable for office use

3.2 Ceiling

- Fair faced concrete/exposed soffit with exposed services or another specification suitable for office use
- Ensure that acoustic insulation between different occupiers meets the requirements of the Building Regulations and is sufficient to acoustically separate each part of the building, notably the ceiling of ground floor that separates commercial entities or another specification suitable for office use

3.3 Walls

- Painted blockwork or another specification suitable for office use
- White painted plasterboard to toilets and moisture resistant in WCs or another specification suitable for office use

3.4 Doors

 Entrance doors to be glass panel with electronic key fob locking and 5/7 point manual key locking manual key locking or another specification suitable for office use Toilet/kitchen doors to be hinged solid core laminate faced, fire rated as necessary, fitted with hardwood frames and locks or another specification suitable for office use

3.5 Power, Electrical, Lighting and Water

- Provide all statutory services, including electrical installation, including wiring, water, internal and external drainage or another specification suitable for office use
- Electrical: provide distribution boards DDA compliant and individually metered
 3-phase power Provide containment for data cables parallel to the power cable distribution and incoming fibre optic Internet line. Ensure that all electrical distribution is adequately separated from all data cabling or another specification suitable for office use
- Each unit shall have an appropriate number of wall sockets. No fewer than one per 100sqft or another specification suitable for office use.
- Lighting: provide adequate emergency lighting in appropriate areas. Each unit
 to have an appropriate number of ceiling-hung LED light panels (no fewer than
 one per 100sqft) with the lighting to be CAT 7 with PIR detection system
 operated from one dimmer switch or another specification suitable for office use.
- Each unit to have an individual metered water supply or another specification suitable for office use
- Security: ducts and suitable external/internal locations to be provided for future installation of CCTV by tenants or another specification suitable for office use

3.6 Heating and Air Conditioning

- Mechanical: provide mechanical heating, cooling fresh air circulation and ventilation to all areas (either mechanical or natural) or another specification suitable for office use. Provide mechanical extract to the toilets or another specification suitable for office use. Standards to meet the Building Regulations.
- Provide capped off connections to the relevant building-wide heat network to allow the tenant to connect if they so wish or another specification suitable for office use;
- In the event of the bringing forward of a district heating network locally to which the Development can connect, each unit shall be connected to this heating centre

(via the allocated on-site district heating network entry point at no cost to the tenant or another specification suitable for office use

3.7 Toilet, Wash Station and Kitchen Area

- Sanitary appliances to be provided that comply with statutory requirements
- Each unit shall be provided with:
 - a kitchen countertop fitted with electrical sockets and sink (providing a hot and cold water point);
 - a cleaner's cupboard store;
 - o access to at least one disabled WC

or another specification suitable for office use.

3.8 Fire

 Heat detectors and water sprinkler system in each unit to central control panel in compliance with regulations.

4. Telecommunications

 Each unit to be able to access wireless internet solutions to be provided by the Developer or Affordable Workspace Provider (as they case may be). Individually metered.

5. Means of escape

 Ensure that there is a means of escape proposal that complies with the statutory requirements.

6 Lift

- Any unit not at ground floor level, or any part of any unit on a raised level served by a lift adequate in size to accommodate a wheelchair user.
- The lift core and lift operation and lobbies to be designed and managed to prevent unauthorised access by other users of the building.

7 Delivery and Service Arrangements

- Unrestricted access at all times to the building's delivery service bay
- Postal deliveries will be to the building's post room

8 Cycle Storage

 Unrestricted access to the central cycle storage and the relevant number of longstay cycle storage space within the Development

Financial Contributions

The Developer covenants with the Council:-

- 1. Financial Contributions
- 1.1 To pay the Restoration Monitoring Contribution on or before Implementation.
- 1.2 Not to Implement the Development until the Council has received the Restoration Monitoring Contribution in full.

SCHEDULE 3 Highway Works

The Developer covenants with the Council:-

1. Highway Works

- 1.1 Not to Implement the Development or any part of it until it has submitted the Section 278 Highway Works Specification to the Director of Planning and Growth and the Highway Development Manager and obtained their approval to it.
- 1.2 Not to commence the Section 278 Highway Works until entering into the Section 278 Agreement with the Council (and the Council hereby covenants to also enter into the Section 278 Highway Agreement with the Developer) for the purpose of authorising the Section 278 Highway Works and securing them to the value of the Section 278 Highway Works Bond.
- 1.3 Not to Occupy the Development or any part of it until the Section 278 Highway Works approved pursuant to paragraph 1.1 above have been completed to the reasonable satisfaction of the Director of Planning and Growth and the Highway Development Manager.

Community Centre, Flexible A1/A3/D1 Space and Public Information Board

The Developer covenants with the Council:

Part 1: Community Centre

1. Community Centre Provision

- 1.1 No later than 12 months following Implementation of the Development the Developer shall submit the Community Centre Specification to the Council for approval.
- 1.2 Not to Occupy the Development until the Community Centre has been Completed in accordance with the Community Centre Specification approved pursuant to paragraph 1.1 above and to the reasonable satisfaction of the Council.
- 1.3 To retain the Community Centre for the duration that the Development or any part of it remains Occupied.

2. Community Centre Management Plan

- 2.1 To use Reasonable Endeavours to establish the Community Centre Board in collaboration with the Council's Director of Planning and Growth, and to prepare and submit a Community Centre Management Plan to the Council for approval.
- 2.2 The Community Centre Management Plan shall include (but not be limited to):
 - 2.2.1 the brief for the Community Centre Operator (to be consulted on with the local community);
 - 2.2.2 details of the process to select and appoint the Community Centre Operator;
 - 2.2.3 the business plan for the delivery of a programme of community, arts, cultural and social uses on a financially sustainable basis;
 - 2.2.4 the process for monitoring the Community Centre Operator's performance;
 - 2.2.5 the constitutional model including roles and responsibilities of the Community Centre Board;
 - 2.2.6 setting out the basis on which the Community Centre Operator shall be entitled to recover any costs from users and occupiers of the Community Centre, being a cost referable to the reasonable and proper cost of operating the Community Centre and which shall be comparable to fees charged by the

Council in respect of comparable community use space and provide an indicative figure of such costs;

- 2.2.7 an equalities impact assessment;
- 2.2.8 the minimum operational requirements of the Community Centre including:
 - (a) the hours of operation and access;
 - (b) an online booking system and any other methods through which the areas within the Community Centre may be booked for use by potential users;
 - (c) details of cleaning and maintenance of facilities;
 - (d) the security measures and provision of access to the Flexible A1/A3/D1Space through the Community Centre Door;
 - (e) provide details of the marketing of the Community Centre including but not limited to advertisements in the local press, websites, social media and other platforms including those operated by the Council, in which the marketing will take place and details of the frequency and duration of such marketing;
 - (f) a code of conduct expected for users of the Community Centre; and
 - (g) such other matters or variations to the above as the Council and the Developer may reasonably agree from time to time should be included in the Community Centre Management Plan.
- 2.3 The Community Centre shall not be Occupied unless and until the Community Centre Board has been established and the Community Centre Management Plan has been approved by the Council. In the event the Community Centre Board is not established within 12 months of Completion, the Council may elect to take control of the Community Centre to ensure its delivery.
- 2.4 The Community Centre shall only be Occupied in accordance with the approved Community Centre Management Plan pursuant to paragraph 2.1 of this Schedule (or any revised version approved by the Council) for the duration that the Development or any part of it remains Occupied.

Part 2: Flexible A1/A3/D1 Space

The Developer covenants with the Council:

3. Retention of Flexible A1/A3/D1 Space

3.1 To provide the Flexible A1/A3/D1 Space pursuant to the Planning Permission and to retain the Flexible A1/A3/D1 Space for the duration that the Development or any part of it remains Occupied.

Part 3: Public Information Board

The Developer covenants with the Council:

4. Public Information Board

- 4.1 To submit the Public Information Board Specification to the Council for approval prior to Occupation of the Development.
- 4.2 Not to Occupy the Development until the Public Information Board Specification has been approved by the Council and the Public Information Board has been erected at the approved location on the Site and to the reasonable satisfaction of the Council.

ANNEX TO SCHEUDLE 4

Community Centre Specification

- Floor finishes
 - a. Room A: refurbished existing Herringbone parquet
 - b. Room B: new timber flooring (existing carpet to be removed)
 - c. Corridor: new tiled flooring (existing vinyl to be removed)
 - d. Store: refurbished existing Herringbone parquet
- 2. Wall finishes: redecoration throughout, emulsion paint to plastered surfaces, lacquer to joinery
- Doors: new panelled timber doors with glazed inserts to corridor, paint finish. Existing main entrance doors to be refurbished
- 4. Windows: existing timber windows to be refurbished and redecorated
- 5. Ceilings: new decoration throughout
- 6. Services:

Electrical: new electrical and data installations to Room A+B, new fire alarm/smoke detector installations to all rooms.

Mechanical: new ceiling mounted air conditioning units to Room B

- 7. 2x tea points to Room B consisting of base and wall units, sink/taps/associated drainage installations, tiled splashbacks, fridge, lockable storage
- 8. New bifold panel partition
- 9. New lighting installations throughout
- New accessible WC (that complies with statutory requirements) with tiled floor and partially tiled walls
- Furniture: Lockers in storage room, reception room furniture, chairs and tables in storage area

Community Centre Specification (continued)



SCHEDULE 5 Public Access Areas

The Developer covenants with the Council:

- 1. Public Access Management Plan
- 1.1 To prepare the Public Access Management Plan in consultation with ward councillors.
- 1.2 To submit the Public Access Management Plan to the Council for approval prior to Occupation of the Development and separately not to Occupy the Development until the Council has approved the Public Access Management Plan.
- 1.3 The Public Access Management Plan shall:
 - 1.3.1 set out the proposals for the events and programmes to be operated by the Developer within the Public Access Areas;
 - 1.3.2 set out details of events and/or programmes to take place on at least 12 days per annum and such events and/or programmes shall open the Public Access Areas to members of the public to provide opportunities for the public to visit and appreciate the refurbishment of the Development subject to the following conditions;
 - (a) every event/and or programme shall require as a minimum the Staircase and Circulation Area to be open and of these:
 - i. a minimum of 5 events shall be held in the Council Chamber; and
 - ii. a minimum of 5 events shall be held in the Reference Library;
 - 1.3.3 set out the proposed hours and days of the week in which the Public Access Areas and any external areas could be open to public access so that a variety of times are provided throughout each year;
 - 1.3.4 the details of the opportunities to privately hire the Public Access Areas on a room by room basis on weekday evenings and weekends only, including fees and charges provided that local community groups shall not be charged more than 70% of the Local Market Price for hire of comparable event spaces calculated in accordance with paragraph 2 of this schedule 5;

- 1.3.5 the proposals and details for the Development to participate in Open House Architecture and/or Open City events, during which other areas in addition to the Public Access Areas shall also be accessible;
- 1.3.6 the marketing strategy for the Public Access Areas which shall include advertising the events and opportunities set out at paragraphs 1.3.1, 1.3.2, 1.3.4 and 1.3.5 of this schedule in relevant media forms to be specified, including those operated by the Council and the details of the frequency and duration of such marketing;
- 1.3.7 such other matters or variations to the above as the Council and the Developer may reasonably agree from time to time should be included in the Public Access Management Plan.
- 1.4 To comply with the approved Public Access Management Plan (or any revised version approved by the Council) for the duration that the Development or any part of it remains Occupied.
- 1.5 To review and update the Public Access Management Plan every five years from first Occupation in consultation with ward councillors and submit any revised Public Access Management Plan to the Council for approval along with the details of any consultation undertaken in its preparation.

2. Local Market Price

- 2.1 The Developer covenants with the Council that no later than three months prior to the anticipated date that the Public Access Areas will be available for first hire the Developer shall submit the proposed Local Market Price for the hire of the Public Access Areas (supported by reasonable evidence based on any comparable spaces within the local area and prevailing market rental rates at the date of submission) to the Council for approval.
- 2.2 In the event that the Council does not accept the figure provided in accordance with paragraph 2.1, the Council and the Developer may jointly commission a Valuer to provide a full written assessment of the Local Market Price of the Public Access Areas (as at the anticipated date that such areas will be available for first hire) prepared in line with the RICS Red Book.
- 2.3 In the event that the Developer does not accept the figure provided in accordance with paragraph 2.2, the Developer shall notify the Council within 10 Working Days of notice of the figure provided in accordance with paragraph 2.2 that the Developer elects that

the average of these two figures (provided in accordance with paragraph 2.1 and 2.2 above) shall be deemed to be the Local Market Price. The Council shall confirm whether or not it agrees to this figure within 10 Working Days of receipt of the Developer's notice.

- 2.4 If either the Developer does not serve a notice or the Council does not accept the figure provided, in accordance with paragraph 2.3 above, any further dispute will be resolved in accordance with clause 19 of this Agreement.
- 2.5 The Council may commission a Valuer (at its own cost) to undertake a review of the Local Market Price for hire of the Public Access Areas no earlier than 12 months from, but no later than 24 months after, the date that the Public Access Areas are made available for first hire.

User and Tenant's Conservation Management Plan

The Developer covenants with the Council:

- 1.1. To notify the Council of the Developer's preferred accredited conservation architect and submit the name and details of such architect to the Council for approval.
- 1.2 To submit the User and Tenant's Conservation Management Plan to the Council prior to Occupation and separately not to Occupy the Development until the Council has approved the User and Tenant's Conservation Management Plan.
- 1.3 The User and Tenant's Conservation Management Plan shall include (but not be limited to):
 - 1.3.1 the legal status of the Site including the details of the special architectural and historical interest of the Site;
 - 1.3.2 the details of the conversion and conservation project;
 - 1.3.3 key objectives and actions in the refurbishment of the Site;
 - 1.3.4 fixtures of significance;
 - 1.3.5 policies for maintenance, repair and minor alterations for all Category Rooms including what work requires listed building consent or planning permission, tree work in the Walworth Road Conservation Area; and
 - 1.3.6 such other matters or variations to the above as the Council and the Developer may reasonably agree from time to time should be included in the User and Tenant's Conservation Management Plan.
- 1.4 To comply with the approved User and Tenant's Conservation and Management Plan (or any revised version approved by the Council) for the duration that the Development or any part of it remains Occupied.

Construction Management

The Developer covenants with the Council:-

1. Construction Environmental Management Plan

- 1.1 Prior to Implementation of the Development or any part of it, to submit the Construction Environmental Management Plan to the Council for its approval.
- 1.2 The Construction Environmental Management Plan shall include (as a minimum)-:
 - 1.2.1 the times during which works may be undertaken and the times during which deliveries may be made to the Site consistent with the Council's Environmental Code of Construction Practice:
 - 1.2.2 the routes which construction traffic shall be directed to use so as to minimise insofar as reasonably practicable impacts of construction traffic on the transport network and the environment;
 - 1.2.3 a detailed specification of the construction works including the relevant environmental impacts and the required mitigation measures. The specification shall include details of the methods of piling so as to minimise groundwater noise and vibration impacts as well as damage or disruption to underground transport utilities infrastructure and services;
 - 1.2.4 engineering measures, acoustic screening and the provision of sound insulation required to mitigate or eliminate specific environmental impacts;
 - 1.2.5 arrangements for publicity and promotion of the scheme during construction, including information on temporary closures and diversion of any part of the public highway and private roads, footways and cycle ways;
 - 1.2.6 details, including management, of Site access/egress by vehicles, cyclists and pedestrians;
 - 1.2.7 details of measures to prevent or control mud, dust and waste being deposited on or affecting the safety and operation of the public highway and public transport;

- 1.2.8 adoption and implementation of the Considerate Constructor Scheme (or equivalent at the time of submission);
- 1.2.9 details of training undertaken by the road hauliers, in particular cycle awareness;
- 1.2.10 any necessary temporary road closure orders or diversions on the highway network in the vicinity of the Site;
- 1.2.11 any necessary temporary means in the closure and diversion of any pedestrian or cycle routes through or adjacent to the Site;
- 1.2.12 the proposed measures and/or hoardings (including decorative hoardings) to separate and enclose any proposed construction works;
- 1.2.13 the interface between the Development and any works being carried out at the time to developments in the vicinity of the Site if affected by the Development;
- 1.2.14 details of the form siting and installation of temporary and permanent wayfinding signage to the destinations within the vicinity of the Site;
- 1.2.15 measures necessary to ensure the continued provision of bus and taxi services within the vicinity of the Site if affected by the Development including the provision of bus stops necessary as a result of any road closures;
- 1.2.16 the timing and detail of any proposal to restrict alter or stop bus access through the Site for any period of time;
- 1.2.17 measures to ensure the safety of the public during the period in which works are being carried out on the Site including lighting in the streets surrounding the Site;
- 1.2.18 measures to mitigate as far as is reasonably practicable construction traffic impacts generally;
- 1.2.19 measures to mitigate against the effects of the Development including the effects of dust noise light and vibration on the amenity of occupiers;

- 1.3.21 measures to be taken prior to road closures and construction; and
- 1.3.22 details of measures to be taken to mitigate against the effects of the Development on the ecology in the vicinity of the Site.
- 1.5 Not to Implement the Development or any part of it until the Construction Environmental Management Plan has been approved by the Council.
- 1.6 The Developer shall comply with and shall require its Contractor and sub-contractors (and insofar as relevant their suppliers and hauliers) to comply with the Construction Environmental Management Plan when undertaking works of construction forming part of the Development and shall use Reasonable ndeavours to prevent the carrying out of any works on the Site as part of the Development otherwise than in accordance with the terms of the Construction Environmental Management Plan PROVIDED ALWAYS that the Developer may from time to time agree with the Council amendments the Construction Environmental Management Plan.

Council's Obligations

1. Council's Obligations

- 1.1 The Council, shall pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a Council revenue account and the Parties agree that this shall be without prejudice to the Council's right to apply the Restoration Monitoring Contribution or any part of it to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 The Council agrees to use the Restoration Monitoring Contribution for the purposes for which it is paid as set out within this Agreement.
- 1.3 To the extent that any of the Restoration Monitoring Contribution has been provided and the purposes for which it was provided can be reasonably provided by the Council for less than the corresponding amount identified for its provision and in respect of which the contribution has been paid, the resulting surplus and interest may be expended or applied by the Council as appropriate on any of the other facilities referred to in this Agreement.
- 1.4 The Council shall issue the Planning Permission and the Listed Building Consent promptly on completion of this Agreement.

APPENDIX 1 Draft Planning Permission

SOUTHWARK COUNCIL

Town and Country Planning Act 1990 (as amended)

Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)



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DECISION NOTICE

LBS Reg. No.: 20/AP/1634 Date of Issue of Decision:

Applicant General Projects

General Projects

Pending legal agreement WITH LEGAL AGREEMENT for the following development:

Refurbishment of the existing Grade II Listed Walworth Town Hall and Newington Library buildings to provide a Community Centre (Class D1), flexible employment/education space (Class B1/D1), and a café/lobby (Class A1/A3/D1); and including a third floor within the reconfigured roof space of the Town Hall building and a first floor mezzanine level to accommodate additional employment/education space (Class B1/D1), a heritage roof, outdoor amenity spaces at ground floor and first floor levels, an entrance off Walworth Square, with associated servicing, cycle parking, signage, lighting and associated landscaping.

At

Walworth Town Hall And Newington Library 151-155 Walworth Road London Southwark

In accordance with the valid application received on 16 June 2020 and supporting documents submitted which can be viewed on our Planning Register.

For the reasons outlined in the case officer's report, which is also available on the Planning Register.

The Planning Register can be viewed at: https://planning.southwark.gov.uk/online-applications/

Conditions

Permission is subject to the following Approved Plans Condition:

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1. The development shall be carried out in accordance with the following approved plans:

24/06/2021
24/06/2021
24/06/2021
12/06/2020
09/06/2021
09/06/2021
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09/06/2021
09/06/2021

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0309-101-GA-A - PROPOSED FIRST FLOOR PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-100M-GA - PROPOSED GROUND FLOOR MEZZANINE PLAN Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-100M-GA-A - PROPOSED GROUND FLOOR MEZZANINE PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-100-GA - PROPOSED GROUND FLOOR PLAN Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-100-GA-A - PROPOSED GROUND FLOOR PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-099-GA - PROPOSED BASEMENT 1 PLAN Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-099-GA-A - PROPOSED BASEMENT 1 PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-098-GA - PROPOSED BASEMENT 2 PLAN Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-098-GA-A - PROPOSED BASEMENT 2 PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09/06/2021
0309-203-GS - PROPOSED SECTION D Plans - Proposed (Rev: P1)	12/06/2020
0309-202-GS - PROPOSED SECTION C Plans - Proposed (Rev: P1)	12/06/2020
0309-201-GS - PROPOSED SECTION B Plans - Proposed (Rev: P1)	12/06/2020
0309-200-GS - PROPOSED SECTION A Plans - Proposed (Rev: P1)	12/06/2020
0309-308-GE - PROPOSED ELEVATION 17-19 Elevations - Proposed (Rev: P1)	12/06/2020
0309-307-GE - PROPOSED ELEVATION 14-16 Elevations - Proposed (Rev: P1)	12/06/2020
0309-306-GE - PROPOSED ELEVATION 10-13 Elevations - Proposed (Rev: P1)	12/06/2020

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0309-305-GE - PROPOSED ELEVATION 7-9 Elevations - Proposed (Rev: P1)	12/06/2020
0309-304-GE - PROPOSED ELEVATION 6 Elevations - Proposed (Rev: P1)	12/06/2020
0309-303-GE - PROPOSED ELEVATION 5 Elevations - Proposed (Rev: P1)	12/06/2020
0309-302-GE - PROPOSED ELEVATION 3 AND 4 Elevations - Proposed (Rev: P1)	12/06/2020
0309-301-GE - PROPOSED ELEVATION 2 Elevations - Proposed (Rev: P1)	12/06/2020
0309-300-GE - PROPOSED ELEVATION 1 Elevations - Proposed (Rev: P1)	12/06/2020
PROPOSED LAND USE SCHEDULE Document	12/06/2020
0309-103-LU-GIA - PROPOSED LAND USE THIRD FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2021
0309-102-LU-GIA - PROPOSED LAND USE SECOND FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2020
0309-101M-LU-GIA - PROPOSED LAND USE MEZZANINE FIRST FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2020
0309-101-LU-GIA - PROPOSED LAND USE FIRST FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2020
0309-100M-LU-GIA - PROPOSED LAND USE MEZZANINE GROUND FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2020
0309-100-LU-GIA - PROPOSED LAND USE GROUND FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2020
0309-099-LU-GIA - PROPOSED LAND USE BASEMENT FLOOR PLAN Plans - Proposed (Rev: P4)	24/06/2020
0309-103-AC - ACCESSIBILITY THIRD FLOOR PLAN Plans - Proposed (Rev: P1)	12/06/2020
0309-102-AC - ACCESSIBILITY SECOND FLOOR PLAN Plans - Proposed (Rev: P1)	12/06/2020
0309-101M -AC - ACCESSIBILITY FIRST FLOOR MEZZANINE PLAN Plans - Proposed (Rev: P1)	12/06/2020

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DECISION NOTICE

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0309-101-AC - ACCESSIBILITY FIRST FLOOR PLAN Plans - Proposed (Rev: P1)	12/06/2020
0309-100M-AC- ACCESSIBILITY GROUND FLOOR MEZZANINE PLAN Plans - Proposed (Rev: P1)	12/06/2020
0309-100-AC - ACCESSIBILITY GROUND FLOOR PLAN Plans - Proposed (Rev: P1)	12/06/2020
0309-099-AC - ACCESSIBILITY BASEMENT FLOOR PLAN Plans - Proposed (Rev: P1)	12/06/2020
STRUCTURAL ENGINEERS REPORT Document	12/06/2020
FLOOD RISK ASSESSMENT Flood risk assessment	12/06/2020
PLANNING STATEMENT Planning statement	12/06/2020
STATEMENT OF COMMUNITY VALUE Document	12/06/2020
VENTILATION AND EXTRACTION STATEMENT Document	12/06/2020
DESIGN AND ACCESS STATEMENT Design and access statement	12/06/2020
ECOLOGY REPORT Ecology assessment/Nature conservation	12/06/2020
AIR QUALITY ASSESSMENT Air quality assessment	12/06/2020
OUTLINE CONSTRUCTION LOGISTICS PLAN Construction Method Statement	12/06/2020
ARCHAEOLOGICAL DESK-BASED ASSESSMENT Archaeology assessment	12/06/2020
ACCESS AND MAINTENANCE STRATEGY Document	12/06/2020
DELIVERY AND SERVICING PLAN Service Management Report	12/06/2020
FIRE STRATEGY REPORT Document	12/06/2020
HISTORIC BUILDING REPORT Document	12/06/2020
MANAGEMENT AND OPERATIONAL PLAN Document	12/06/2020
VISUAL CONDITION REPORT Document	12/06/2020
ENERGY STATEMENT Energy statement	12/06/2020
TRANSPORT STATEMENT Transport assessment/statement	12/06/2020
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FRAMEWORK TRAVEL PLAN Travel plan	12/06/2020
ACOUSTIC REPORT Document	12/06/2020
0309-200828-SK 0309-200828-SK-PLAFORM LIFT + DWARF WALL Plans - Proposed	02/09/2020
0309-200828-SK ENTRANCE STEPS SECTION Plans - Proposed	02/09/2020
0309_099_CP Plans - Proposed	09/06/2021
0309_100_CP Plans - Proposed	09/06/2021
0309_101_CP Plans - Proposed	09/06/2021
0309_102_CP Plans - Proposed	09/06/2021
0309_103_CP Plans - Proposed	09/06/2021
0309_099_PA Plans - Proposed (Rev: P4)	24/06/2021
0309_100M_PA Plans - Proposed (Rev: P4)	24/06/2021
0309_101M_PA Plans - Proposed (Rev: P4)	24/06/2021
0309_103_PA Plans - Proposed (Rev: P4)	24/06/2021

Reason:

For the avoidance of doubt and in the interests of proper planning.

Permission is subject to the following Time Limit:

2. The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason:

As required by Section 91 of the Town and Country Planning Act 1990 as amended.

Permission is subject to the following Pre-Commencements Condition(s)

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HARD AND SOFT LANDCAPING

Prior to commencement of relevant works, detailed drawings of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings (including cross sections, surfacing materials of any parking, access, or pathways layouts, materials and edge details), shall be submitted to and approved in writing by the Local Planning Authority. The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained for the duration of the use.

The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season subject to the written satisfaction of the local planning authority. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).

Reason:

So that the Council may be satisfied with the details of the landscaping scheme, in accordance with: Chapters 8, 12, 15 and 16 of the National Planning Policy Framework 2019; Strategic Policies 11 (Open Spaces and Wildlife), 12 (Design and conservation) and 13 (High Environmental Standards) of The Core Strategy 2011, and; Saved Policies 3.2 (Protection of Amenity), 3.12 (Quality in Design) 3.13 (Urban Design) and 3.28 (Biodiversity) of the Southwark Plan 2007.

Arboricultural Method Statement

Prior to works commencing, including any demolition, an Arboricultural Method Statement shall be submitted to and approved in writing by the Local Planning Authority.

a) A pre-commencement meeting shall be arranged, the details of which shall be notified to the Local Planning Authority for agreement in writing

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prior to the meeting and prior to works commencing on site, including any demolition, changes to ground levels, pruning or tree removal.

- b) A detailed Arboricultural Method Statement showing the means by which any retained trees, including the Cedar tree to the Walworth Road frontage, on or directly adjacent to the site are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment, shall then be submitted to and approved in writing by the Local Planning Authority. The method statements shall include details of facilitative pruning specifications and a supervision schedule overseen by an accredited arboricultural consultant.
- c) Cross sections shall be provided to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation.

The existing trees on or adjoining the site which are to be retained shall be protected and both the site and trees managed in accordance with the recommendations contained in the method statement. Following the precommencement meeting all tree protection measures shall be installed, carried out and retained throughout the period of the works, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.

If within the expiration of 5 years from the date of the occupation of the building for its permitted use any retained tree is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

Reason

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework 2019 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

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Permission is subject to the following Grade Condition(s)

SECURITY MEASURES

Before any above grade work hereby authorised begins, details of security measures shall be submitted and approved in writing by the Local Planning Authority.

Any such security measures shall be implemented prior to occupation in accordance with the approved details which shall seek to achieve the 'Secured by Design' accreditation award from the Metropolitan Police.

Reason:

In pursuance of the Local Planning Authority's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions and to improve community safety and crime prevention, in accordance with: the National Planning Policy Framework 2019; Strategic Policy 12 (Design and Conservation) of the Core Strategy 2011, and; Saved Policy 3.14 (Designing out crime) of the Southwark Plan 2007.

CYCLE STORAGE DETAILS

Before any above grade work hereby authorised begins, details (1:50 scale drawings) of the facilities to be provided for the secure and covered storage of cycles shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose, and the development shall not be carried out otherwise in accordance with any such approval given.

Reason:

In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with: the National Planning Policy Framework 2019; Strategic Policy 2 (Sustainable Transport) of the Core Strategy 2011, and; Saved Policy 5.3 (Walking and Cycling) of the Southwark Plan 2007.

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Permission is subject to the following Pre-Occupation Condition(s)

7. Arboricultural Site Supervision

The completed schedule of site supervision and monitoring of the arboricultural protection measures as approved in Tree Protection condition shall be submitted for approval in writing by the Local Planning Authority within 28 days from completion of the development hereby permitted. This condition may only be fully discharged on completion of the development, subject to satisfactory written evidence of compliance through contemporaneous supervision and monitoring of the tree protection throughout construction by the retained or pre-appointed tree specialist.

Reason

To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with The National Planning Policy Framework 2019 Parts 7, 8, 11 & 12 and policies of The Core Strategy 2011: SP11 Open spaces and wildlife; SP12 Design and conservation; SP13 High environmental standards, and Saved Policies of The Southwark Plan 2007: Policy 3.2 Protection of amenity; Policy 3.12 Quality in Design; Policy 3.13 Urban Design and Policy 3.28 Biodiversity.

8. TRAVEL PLAN AND DETAILED TRANSPORT METHODS SURVEY

- a) Before the first occupation of the building hereby permitted commences, the applicant shall submit in writing and obtain the written approval of the Local Planning Authority to a Travel Plan setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors.
- b) At the start of the second year of operation of the approved Travel Plan, a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise in accordance with any

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such approval given.

Reason:

In order that the use of non-car based travel is encouraged in accordance with: the National Planning Policy Framework 2019, Strategic Policy 2 (Sustainable Transport) of The Core Strategy 2011, and; Saved Policies 5.2 (Transport Impacts), 5.3 (Walking and Cycling) and 5.6 (Car Parking) of the Southwark Plan 2007.

BREEAM REPORT AND POST CONSTRUCTION REVIEW

- (a) Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) to target a 'very good or excellent' rating shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given;
- (b) Within 6 months of occupation, a certified Post Construction Review (or other verification process agreed with the local planning authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.

Reason

To ensure the proposal complies with The National Planning Policy Framework 2019, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

VENTILATION DETAILS

Prior to the commencement of use, full particulars and details of a scheme for the ventilation of the premises to an appropriate outlet level, including details of sound attenuation for any necessary plant and the standard of dilution expected, has been submitted to and approved by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any approval given.

Reason

In order to ensure that that the ventilation ducting and ancillary equipment

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will not result in an odour, fume or noise nuisance and will not detract from the appearance of the building in the interests of amenity in accordance with The National Planning Policy Framework 2019, Strategic Policy 13 - High Environmental Standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

SERVICE MANAGEMENT PLAN

Before the first occupation of the building hereby permitted, a Service and Delivery Management Plan detailing how all elements of the site are to be serviced shall be submitted to and approved in writing by the Local Planning Authority.

The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason:

To ensure compliance with: the National Planning Policy Framework 2019; Strategic Policy 2 (Sustainable Transport) of the Core Strategy 2011, and; Saved Policy 5.2 (Transport Impacts) of the Southwark Plan 2007.

12. Ecology including swift nesting boxes or bricks

Details of Swift nesting boxes / bricks, including amount, design and locations shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the use hereby granted permission.

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

Discharge of this condition will be granted on receiving the details of the nest/roost features and mapped locations and Southwark Council agreeing the submitted plans, and once the nest/roost features are installed in full in accordance to the agreed plans. A post completion assessment will be required to confirm the nest/roost features have been installed to the agreed specification.

Reason: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with policies: 5.10 and 7.19 of the London Plan 2011, Policy

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3.28 of the Southwark Plan and Strategic Policy 11 of the Southwark Core strategy.

13. DETAILS OF THE SHOWERING FACILITIES

Before the first occupation of the development, details of showering facilities to be provided for commercial units over 1000 sq.m shall be submitted to and approved in writing by the Local Planning Authority and thereafter the shower facilities shall be retained and the space used for no other purpose.

Reason:

In order to ensure that satisfactory facilities are provided and retained in order to encourage the use of non-car based travel, in accordance with: The National Planning Policy Framework 2019; Strategic Policy 2 (Sustainable Transport) of The Core Strategy 2011, and; Saved Policies 5.2 (Transport Impacts) and 5.3 (Walking and Cycling) of the Southwark Plan 2007.

14. External lighting

Prior to the commencement of the use hereby granted permission, an External Lighting Plan shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended) and Chapter 16 of the National Planning Policy Framework, saved Southwark Plan Policy 3.12 Quality in Design, 3.16 Listed Buildings and 3.17 Conservation Areas.

Permission is subject to the following Compliance Condition(s)

CONTROL OF INVASIVE PLANTS

Before any above grade work hereby authorised begins, a detailed method

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statement for the removal or long-term management /eradication of Cotoneaster horizontalis on the site shall be submitted to and approved in writing by the local planning authority.

The method statement shall include proposed measures to prevent the spread of Cotoneaster horizontalis during any operations such as mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds, root and/or stem (whichever the case may be) of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall proceed in accordance with the approved method statement.

Reasons: Cotoneaster horizontalis is an invasive plant, the spread of which is prohibited under the Wildlife and Countryside Act 1981. Without measures to prevent its spread as a result of the development there would be the risk of an offence being committed and avoidable harm to the environment occurring.

HOURS OF USE

The use hereby permitted for A3 purposes shall not be carried on outside of the hours of:

07:00 to 23:00 on Monday to Thursday

07:00 to 24:00 on Friday

08:00 to 24:00 on Saturday

10:00 to 16:00 on Sundays and Bank Holidays

Reason:

To safeguard the amenities of neighbouring residential properties in accordance with The National Planning Policy Framework 2019, Strategic Policy 13 High environmental standards of The Core Strategy 2011 and Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007.

17. OBSCURE GLAZING TO BE PROVIDED

The window(s) on the west elevation to the third floor of the building shall be obscure glazed and fixed shut or fitted with limited openers and shall not be replaced or repaired otherwise than with obscure glazing.

Reason:

In order to protect the privacy and amenity of the occupiers and users of

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the adjoining premises at from undue overlooking in accordance with: the National Planning Policy Framework 2019; Strategic Policy 13 (High Environmental Standards) of the Core Strategy 2011, and; Saved Policy 3.2 (Protection of Amenity) of the Southwark Plan 2007.

Signed:

Stephen Platts

Director of Planning and Growth

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Informative Notes to Applicant Relating to the Proposed Development

1. The provision of flag to the consented flag poles may require advertisement consent under the Town and Country Planning (Control of Advertisements) Regulations 2007

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Important Notes Relating to the Council's Decision

1. Conditions

- If permission has been granted you will see that it may be subject to a number of planning conditions. They are an integral part of our decision on your application and are important because they describe how we require you to carry out the approved work or operate the premises. It is YOUR responsibility to comply fully with them. Please pay particular attention to those conditions which have to be met before work commences, such as obtaining approval for the siting and levels of buildings and the protection of trees on the site. If you do not comply with all the conditions in full this may invalidate the permission.
- Further information about how to comply with planning conditions can be found at:

https://www.planningportal.co.uk/info/200126/applications/60/consent_types/ 12

 Please note that there is a right of appeal against a planning condition.
 Further information can be found at: https://www.planningportal.co.uk/info/200207/appeals/108/types_of_appeal

2. Community Infrastructure Levy (CIL) Information

- If your development has been identified as being liable for CIL you need to
 email Form 1: CIL Additional Information, Form 2: Assumption of Liability
 and Form 6: Commencement Notice to cil.s106@southwark.gov.uk as soon
 as possible, so that you can be issued with a Liability Notice. This should be
 done at least a day before commencement of the approved development.
- Payment of the CIL charge is mandatory and the CIL Regulations comprises a range of enforcement powers and penalties for failure to following correct procedures to pay, including stop notices, surcharges, late payment interests and prison terms.
- To identify whether your development is CIL liable, and further details about CIL including eligibility and procedures for any CIL relief claims, please see the Government's CIL guidance:

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https://www.gov.uk/guidance/community-infrastructure-levy

All CIL Forms are available to download from Planning Portal:

https://www.planningportal.co.uk/info/200136/policy and legislation/70/community infrastructure levy/5

 Completed forms and any CIL enquiries should be submitted to cil.s106@southwark.gov.uk

3. National Planning Policy Framework

• In dealing with this application we have implemented the requirements in the National Planning Policy Framework to work with the applicant/agent in a positive, proactive and creative way by offering a pre-application advice service; as appropriate updating applicants/agents of any issues that may arise in the processing of their application and where possible and if applicable suggesting solutions to secure a successful outcome. We have considered the application in light of our statutory policies in our development plan as set out in the officer's report.

4. Appeals to the Secretary of State

 If you are aggrieved by the decision of your local planning authority to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

Appeals can be made online at: https://www.gov.uk/planning-inspectorate.

If an enforcement notice is or has been served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: **28 days** of the date of service of the enforcement notice, OR within **6 months** (12 weeks in the case of a householder or minor commercial appeal) of the date of this notice, whichever period expires earlier.

- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory

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requirements, to the provisions of any development order and to any directions given under a development order.

- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.
- Further details are on GOV.UK (https://www.gov.uk/government/collections/casework-dealt-with-by-inquiries).

5. Purchase Notice

• If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990

6. Provisions for the Benefit of the Disabled

- Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:
 - Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
 - ii. Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
 - iii. Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].
- Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access

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to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.

7. Other Approvals Required Prior to the Implementation of this Permission.

• The granting of approval of a reserved matter or outstanding matter does not relieve developers of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities (including the London Borough of Southwark) entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property. In this connection applicants are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

8. Works Affecting the Public Highway

 You are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

9. The Dulwich Estate Scheme of Management

 Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].

10. Building Regulations.

 You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

11. The Party Wall Etc. Act 1996.

 You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a

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boundary with neighbouring property or excavation near a neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

12. Important

 This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.

Walworth Town Hall And Newington Library 151-155 Walworth Road London (ref 20/AP/1634);

Site address: Walworth Town Hall And Newington Library 151-155 Walworth Road London

Reference: 20/AP/1634

Planning Division Southwark Council Chief Executive Department PO Box 64529 London SE1 5LX

Planning.applications@southwark.gov.uk;

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APPENDIX 2 Draft Listed Building Consent

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Applicant General Projects

General Projects

Pending legal agreement for the following development:

Refurbishment of the existing Grade II Listed Walworth Town Hall and Newington Library buildings to provide a Community Centre (Class D1), flexible employment/education space (Class B1/D1), and a café/lobby (Class A1/A3/D1); and including a third floor within the reconfigured roof space of the Town Hall building and a first floor mezzanine level to accommodate additional employment/education space (Class B1/D1), a heritage roof, new outdoor amenity spaces at ground floor and first floor levels, a building entrance off Walworth Square, with associated servicing, cycle parking, signage, lighting and associated landscaping.

At Walworth Town Hall And Newington Library 151-155 Walworth Road London Southwark

In accordance with the valid application received on 16 June 2020 and supporting documents:

Reference no./Plan or document name/Rev.	Received on:
0309-100-PA - GENERAL ARRANGEMENT PUBLIC ASSESS 00 PLAN Plans - Proposed (Rev: P4)	24.06.2021
0309-101-PA - GENERAL ARRANGEMENT PUBLIC ASSESS 01 PLAN Plans - Proposed (Rev: P4)	24.06.2021
0309-102-PA - GENERAL ARRANGEMENT PUBLIC ASSESS 02 PLAN Plans - Proposed (Rev: P4)	24.06.2021
AREA SCHEDULE Document	12.06.2020
0309-105-GA - PROPOSED ROOF PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-105-GA-A - PROPOSED ROOF PLAN ANNOTATED Floor Plans - Proposed (Rev: P4)	09.06.2021
0309-104-GA - PROPOSED FOURTH FLOOR PLAN Floor Plans - Proposed (Rev: P4)	09.06.2021
0309-104-GA-A - PROPOSED FOURTH FLOOR PLAN	09.06.2021

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ANNOTATED Floor Plans - Proposed (Rev: P4)	
0309-103-GA - PROPOSED THIRD FLOOR PLAN Floor Plans - Proposed (Rev: P4)	09.06.2021
0309-103-GA-A - PROPOSED THIRD FLOOR PLAN ANNOTATED Floor Plans - Proposed (Rev: P4)	09.06.2021
0309-102-GA - PROPOSED SECOND FLOOR PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-102-GA-A - PROPOSED SECOND FLOOR PLAN ANNOTATED Floor Plans - Proposed (Rev: P4)	09.06.2021
0309-101M-GA - PROPOSED FIRST FLOOR MEZZANINE PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-101M-GA-A - PROPOSED FIRST FLOOR MEZZANINE PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-101-GA - PROPOSED FIRST FLOOR PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-101-GA-A - PROPOSED FIRST FLOOR PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-100M-GA - PROPOSED GROUND FLOOR MEZZANINE PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-100M-GA-A - PROPOSED GROUND FLOOR MEZZANINE PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-100-GA - PROPOSED GROUND FLOOR PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-100-GA-A - PROPOSED GROUND FLOOR PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-099-GA - PROPOSED BASEMENT 1 PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-099-GA-A - PROPOSED BASEMENT 1 PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-098-GA - PROPOSED BASEMENT 2 PLAN Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-098-GA-A - PROPOSED BASEMENT 2 PLAN ANNOTATED Floor Plans - Proposed (Rev: P2)	09.06.2021
0309-203-GS - PROPOSED SECTION D Plans - Proposed (Rev: P1)	12.06.2020
0309-202-GS - PROPOSED SECTION C Plans - Proposed (Rev: P1)	12.06.2020
0309-201-GS - PROPOSED SECTION B Plans - Proposed (Rev: P1)	12.06.2020

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0309-200-GS - PROPOSED SECTION A Plans - Proposed (Rev: P1)	12.06.2020
0309-308-GE - PROPOSED ELEVATION 17-19 Elevations - Proposed (Rev: P1)	12.06.2020
0309-307-GE - PROPOSED ELEVATION 14-16 Elevations - Proposed (Rev: P1)	12.06.2020
0309-306-GE - PROPOSED ELEVATION 10-13 Elevations - Proposed (Rev: P1)	12.06.2020
0309-305-GE - PROPOSED ELEVATION 7-9 Elevations - Proposed (Rev: P1)	12.06.2020
0309-304-GE - PROPOSED ELEVATION 6 Elevations - Proposed (Rev: P1)	12.06.2020
0309-303-GE - PROPOSED ELEVATION 5 Elevations - Proposed (Rev: P1)	12.06.2020
0309-302-GE - PROPOSED ELEVATION 3 AND 4 Elevations - Proposed (Rev: P1)	12.06.2020
0309-301-GE - PROPOSED ELEVATION 2 Elevations - Proposed (Rev: P1)	12.06.2020
0309-300-GE - PROPOSED ELEVATION 1 Elevations - Proposed (Rev: P1)	12.06.2020
PROPOSED LAND USE SCHEDULE Document	12.06.2020
0309-103-LU-GIA - PROPOSED LAND USE THIRD FLOOR PLAN Plans - Proposed (Rev: P4)	24.09.2021
0309-102-LU-GIA - PROPOSED LAND USE SECOND FLOOR PLAN Plans - Proposed (Rev: P4)	24.09.2021
0309-101M-LU-GIA - PROPOSED LAND USE MEZZANINE FIRST FLOOR PLAN Plans - Proposed (Rev: P4)	24.09.2021
0309-101-LU-GIA - PROPOSED LAND USE FIRST FLOOR PLAN Plans - Proposed (Rev: P4)	24.09.2021
0309-100M-LU-GIA - PROPOSED LAND USE MEZZANINE GROUND FLOOR PLAN Plans - Proposed (Rev: P4)	24.09.2021
0309-100-LU-GIA - PROPOSED LAND USE GROUND FLOOR PLAN Plans - Proposed (Rev: P4)	24.09.2021
0309-099-LU-GIA - PROPOSED LAND USE BASEMENT FLOOR PLAN Plans - Proposed (Rev: P4)	24.06.2021
0309-103-AC - ACCESSIBILITY THIRD FLOOR PLAN Plans - Proposed (Rev: P1)	12.06.2020
0309-102-AC - ACCESSIBILITY SECOND FLOOR PLAN Plans - Proposed (Rev: P1)	12.06.2020
0309-101M -AC - ACCESSIBILITY FIRST FLOOR MEZZANINE	12.06.2020

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PLAN Plans - Proposed (Pay: P1)	
PLAN Plans - Proposed (Rev: P1) 0309-101-AC - ACCESSIBILITY FIRST FLOOR PLAN Plans -	12.06.2020
Proposed (Rev: P1)	12.06.2020
0309-100M-AC- ACCESSIBILITY GROUND FLOOR MEZZANINE PLAN Plans - Proposed (Rev: P1)	12.06.2020
0309-100-AC - ACCESSIBILITY GROUND FLOOR PLAN Plans - Proposed (Rev: P1)	12.06.2020
0309-099-AC - ACCESSIBILITY BASEMENT FLOOR PLAN Plans - Proposed (Rev: P1)	12.06.2020
STRUCTURAL ENGINEERS REPORT Document	12.06.2020
FLOOD RISK ASSESSMENT Flood risk assessment	12.06.2020
PLANNING STATEMENT Planning statement	12.06.2020
STATEMENT OF COMMUNITY VALUE Document	12.06.2020
VENTILATION AND EXTRACTION STATEMENT Document	12.06.2020
DESIGN AND ACCESS STATEMENT Design and access statement	12.06.2020
ECOLOGY REPORT Ecology assessment/Nature conservation	12.06.2020
AIR QUALITY ASSESSMENT Air quality assessment	12.06.2020
OUTLINE CONSTRUCTION LOGISTICS PLAN Construction Method Statement	12.06.2020
ARCHAEOLOGICAL DESK-BASED ASSESSMENT Archaeology assessment	12.06.2020
ACCESS AND MAINTENANCE STRATEGY Document	12.06.2020
DELIVERY AND SERVICING PLAN Service Management Report	12.06.2020
FIRE STRATEGY REPORT Document	12.06.2020
HISTORIC BUILDING REPORT Document	12.06.2020
MANAGEMENT AND OPERATIONAL PLAN Document	12.06.2020
VISUAL CONDITION REPORT Document	12.06.2020
ENERGY STATEMENT Energy statement	12.06.2020
TRANSPORT STATEMENT Transport assessment/statement	12.06.2020
FRAMEWORK TRAVEL PLAN Travel plan	12.06.2020
ACOUSTIC REPORT Document	12.06.2020
0309_099_CP Plans - Proposed	09.06.2021
0309_100_CP Plans - Proposed	09.06.2021
0309_101_CP Plans - Proposed	09.06.2021
0309_102_CP Plans - Proposed	09.06.2021
0309 103 CP Plans - Proposed	09.06.2021

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Conditions

Permission is subject to the following Time Limit:

1. The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason:

As required under Section 18 of the Planning (Listed Buildings & Conservation Areas) Act 1990 as amended."

Permission is subject to the following Pre-Commencements Condition(s)

DETAILED DRAWINGS

Prior to the commencement of the relevant works in Phase 1, a room-by-room schedule of the category A rooms, shall be complied by an accredited conservation architect and submitted to and agreed in writing by the Local Planning Authority. The schedule shall include:

- a) Elevations, plans and reflected ceiling marked-up, annotated drawings (1:50) indicating detailed proposed repair and reinstatement works. Where repair works are proposed to reinstate surviving fabric on site, photographic reference and a key plan indicating the location of surviving fabric detail to be copied, and details of relevant plaster mix provided andin a method statement, should be submitted for approval, as appropriate.
- b) new joinery details including new doors and windows, cills, skirting boards, door mouldings, architraves and any other timber joinery at 1:5 section and 1:20 elevations
- c) new plaster detailing including plaster mix, moulding sections at 1:5 and 1:20 elevations
- d) where appropriate, details of new wall finishing and flooring including tiling, materials and paint colour
- e) Details of stained-glass restoration where appropriate
- f) method statement of repair works to balustrades, handrails and balcony design, to include 1:20 elevations and 1:5 sections of the proposed new Council Chamber balcony.

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- g) section drawings at 1:5 through ceilings and floors indicating any sound, fire and insulation installations
- h) fire and escape signage locations and design

The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural qualities of the proposal in accordance with the NPPF (2019), Strategic policy SP12 Design & Conservation of the Core Strategy (2011) and saved policies 3.12 Quality in Design and 3.13 Urban Design, 3.16 Listed Buildings of the Southwark Plan (2007).

DETAILED DRAWINGS

- (a). Prior to the commencement of the relevant works in Phase 2, a room by room schedule of the category B and C rooms shall be submitted to and agreed in writing by the Local Planning Authority.
- (b). Prior to the commencement of the relevant works in Phase 3, a room by room schedule of the category B and C rooms shall be submitted to and agreed in writing by the Local Planning Authority.
- (c). Prior to the commencement of the relevant works in Phase 4, a room by room schedule of the category B and C rooms shall be submitted to and agreed in writing by the Local Planning Authority.

The schedule for each room shall include where appropriate:

- i) new joinery details including new doors and windows, cills, skirtingboards, door mouldings, architraves and any other timber joinery at 1:5 section and 1:20 elevations
- ii) new plaster detailing including plaster mix, moulding sections at 1:5 and 1:20 elevations
- iii) new chimney piece details including elevations at 1:20
- iv) reflected ceiling plans at 1:50
- v) details of wall finishing and flooring including tiling, materials and paint colour
- vi) details of stained glass restoration where appropriate
- vii) method statement of works to balustrades, handrails and balcony

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design, including repair and replacement viii) section drawings at 1:5 through ceilings and floors indicating any sound, fire and insulation installation where new ix) fire and escape signage locations and design

The development shall not be carried out otherwise than in accordance with any such approval given

Reason:

In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural qualities of the proposal in accordance with the NPPF (2019), Strategic policy SP12 Design & Conservation of the Core Strategy (2011) and saved policies 3.12 Quality in Design and 3.13 Urban Design, 3.16 Listed Buildings of the Southwark Plan (2007)

4. Prior to commencement of works, a Schedule of Works and detailed drawings (at a scale of 1:50 or 1:100) of the proposed mechanical and electrical installation works shall be submitted to and approved by the Local Planning Authority in writing; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to ensure that the proposed works are in the interest of the special architectural or historic qualities of the listed building in accordance with The National Planning Policy Framework 2019, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policy 3.17 Listed Buildings; of The Southwark Plan 2007.

- 5. "The following samples shall be made available on site/submitted for inspection by the Local Planning Authority, and approval in writing; the development shall not be carried out otherwise than in accordance with any such approval given.
 - i) natural roofing slate
 - ii) 1m x 1m Brick and mortar sample for any repairs and new build iii) stone
 - iv) external brick or stone cleaning (1m x1m sample and written method statement of cleaning/specification)
 - v) historic internal and external tiling, where appropriate

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Reason:

In order to ensure that the design and details are in the interest of the special architectural or historic qualities of the listed building in accordance with The National Planning Policy Framework 2019, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policies: 3.15 Conservation of the Historic Environment; 3.16 Conservation Areas; 3.17 Listed Buildings; of The Southwark Plan 2007."

6. Precautions shall be taken to secure and protect the existing stained glass windows, memorial and mayoral display boards, staircase, ballustrade and handrails against accidental damage during building works. Before commencing the works, the applicant must submit, and have approved by this Local Planning Authority in writing of the protection works; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to ensure that the proposed works are in the interest of the special architectural or historic qualities of the listed building in accordance with The National Planning Policy Framework 2019, Strategic Policy 12 - Design and Conservation of The Core Strategy 2011 and Saved Policies: 3.15 Conservation of the Historic Environment; 3.16 Conservation Areas; 3.17 Listed Buildings; of The Southwark Plan 2007.

- 7. Prior to commencement of development, details of the following external design elements shall be agreed in writing by the Local Planning Authority
 - i) signage including stonework and lettering above the Walworth Road elevation of the Town Hall and Library drawings to a scale of 1:50 elevations.
 - ii) Metal handrail, railings and wall including 1:50 scale drawings
 - iii) specification for refurbishment of the ramp to Walworth Road entrance of the Library
 - iv) Rooflight, including 1:20 elevations and 1:5 section drawings
 - v) external accessible lift design and operation

The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

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In order that the Local Planning Authority may be satisfied as to the design and details in the interest of the special architectural qualities of the proposal in accordance with the NPPF (2019), Strategic policy SP12 Design & Conservation of the Core Strategy (2011) and saved policies 3.12 Quality in Design and 3.13 Urban Design, 3.16 Listed Buildings of the Southwark Plan (2007).

Signed: Stephen Platts Director of Planning and Growth

LBS Registered Number: 20/AP/1649

Date of issue of this decision:



www.southwark.gov.uk

Important Notes Relating to the Council's Decision

This is a LISTED BUILDING CONSENT only and does not operate so as to grant any lease, tenancy, or rights of occupation of or entry into the building to which it refers.

1. Appeals to the Secretary of State.

 The applicant has a right to appeal to the Secretary of State against any conditions of this listed building consent, under Sections 20 and 21 of the Planning (Listed Building and Conservation Areas) Act 1990.

Appeals can be made online at: https://www.gov.uk/planning-inspectorate.

The timescale for making an appeal is **six months** from the date on the decision notice.

- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry
 then you must notify the Local Planning Authority and Planning Inspectorate
 (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before
 submitting the appeal.
- Further details are on GOV.UK (https://www.gov.uk/government/collections/casework-dealt-with-by-inquiries).

2. Listed Building Purchase Notice

If Listed Building Consent is granted subject to conditions, whether by the
local planning authority or by the Secretary of State, and the owner of the
land claims that the building and land has become incapable of reasonably
beneficial use in their existing state, and cannot be rendered capable of
reasonably beneficial use in their existing state or by the carrying out of any

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works which have been or would be permitted, the owner may serve on the Council a listed building purchase notice requiring the Council to purchase the owner's interest in the land in accordance with Section 32 of Planning (Listed Buildings and Conservation Areas) Act 1990.

3. Other Approvals Required Prior to the Implementation of this Permission.

• The granting of Listed Building Consent does not relieve applicants of the necessity to seek planning permission or of complying with any local Acts, regulations, building by-laws and the general statutory provisions in force in the area or modify or affect any personal or restrictive covenants, easements etc., applying to or affecting either the building to which the Consent relates or any land or the rights of any persons or authorities (including the London Borough of Southwark) entitled to the benefit thereof or holding an interest in the listed building concerned or in any adjoining property. In this connection applicants are advised to consult the council's Highway Maintenance section [tel. 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

4. Building Regulations.

 You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

APPENDIX 3

Supplemental Deed

THIS SUPPLEMENTAL DEED is made the [] day of [] 2021
BETWEEN:-

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of 160 Tooley Street London SE1 2TZ of the first part ("the Council"); and
- (2) [THE DEVELOPER] (company registration number [] whose registered office is situated at [] ("the Developer")
- (3) [LENDER] (if applicable)

Recitals

- (A) The Council is the local planning authority for the area in which the Site is situated and by whom the obligations covenants and restrictions contained in this Deed are enforceable.
- (B) On [] 2021 the Council and the Developer entered into the Principal Agreement (as defined within this Deed) which contains planning obligations relating to the Development and planning permission and listed building consent for the Development was granted by the Council on the same date under reference numbers. This Deed is supplemental to the Principal Agreement.
- (C) Clause 4 of the Principal Agreement requires the Developer to enter into an agreement under section 106 of the 1990 Act supplemental to the Principal Agreement to bind the Long Leasehold Interest.
- (D) The Developer acquired the leasehold interest in the Site from the Council by a lease dated [].
- (E) The Parties have agreed to enter into this Deed so that the undertakings, obligations and covenants contained in the Principal Agreement bind the entirety of the Developer's Long Leasehold Interest and any successors in title to that interest for the purposes of section 106 of the 1990 Act.

- (F) The Parties have given due consideration to the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948) and agree that the planning obligations the Principal Agreement and this Deed contain are:
 - (a) necessary to make the Development acceptable in planning terms; and
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.

Operative Clauses

1. Definitions and interpretation

- 1.1 In this Deed where the context so admits:
 - 1.1.1 References to clauses paragraphs and schedules are references to those in the Principal Agreement.
 - 1.1.2 Words and phrases whose meanings are not set out in clause 2.1.3 below or varied by this Deed have the same meanings as in the Principal Agreement.
 - 1.1.3 The following expressions shall have the meanings set out below:

Parties means the parties to this Deed and "Party" shall be construed accordingly

Principal Agreement means the agreement dated [] 2021 made pursuant to section 106 of the 1990 Act which was entered into between (1) the Council and (2) the Developer

2. Legal Effect

- 2.1 This Deed is supplemental to and varies the Principal Agreement and relates to and binds the leasehold interest and is made pursuant to the provisions of section 106 and section 106A of the 1990 Act.
- 2.2 This Deed contains planning obligations for the purposes of the 1990 Act which are given by the Developer so as to bind the leasehold interest and are enforceable by the Council as local planning authority.
- 2.3 The Developer agrees that as from the date hereof the agreements, obligations, covenants and undertakings in the Principal Agreement given by the Developer to the Council shall be binding on the Long Leasehold Interest pursuant to section 106 of

the 1990 Act as if the said obligations, covenants and undertakings in the Principal Agreement were set out herein in full with the intent that the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Developer but also against any successors in title to or assignees of the Developer and any person claiming through or under it an interest or estate in the leasehold interest as if the Developer had been an original covenanting party in respect of the leasehold interest when the Principal Agreement was entered into.

2.4 This Deed comes into effect on the date here before mentioned.

3. Variation of the Principal Agreement

- 3.1 It is hereby agreed between the Parties that the Principal Agreement is supplemented such that the agreements, covenants, undertakings and obligations on the Parties contained in the Principal Agreement shall apply to and bind the Developer's leasehold interests in the Site.
- 3.2 To the extent that any covenants and obligations in the Principal Agreement have already been satisfied by the Developer in accordance with the terms of the Principal Agreement, such covenants and obligations shall be deemed to be similarly so satisfied under the terms of this Deed.
- 3.3 Save as expressly supplemented by this Deed the Principal Agreement shall remain in full force and effect.

4. Local Land Charge

4.1 This Deed is a local land charge and shall be registered as such by the Council.

5. Endorsement

5.1 Promptly following completion of this Deed the Council and the Developer shall endorse a memorandum of variation on the Principal Agreement in the following terms:

"This Agreement has been varied by a Supplemental Deed dated [] and made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) the Developer

6. Third Party Rights

6.1 A person who is not a party to this Deed shall not have any rights under, or in connection with, it by virtue of the Contracts (Rights of Third Parties) Act 1999.

7. Jurisdiction

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

IN WITNESS WHEREOF the parties hereto have executed this deed the day and year first before written

The Common Seal of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK was hereto affixed in the presence of:

Authorised Signatory

Executed as a Deed by [] by two directors or one director and the company secretary:-

Director

Director / Secretary

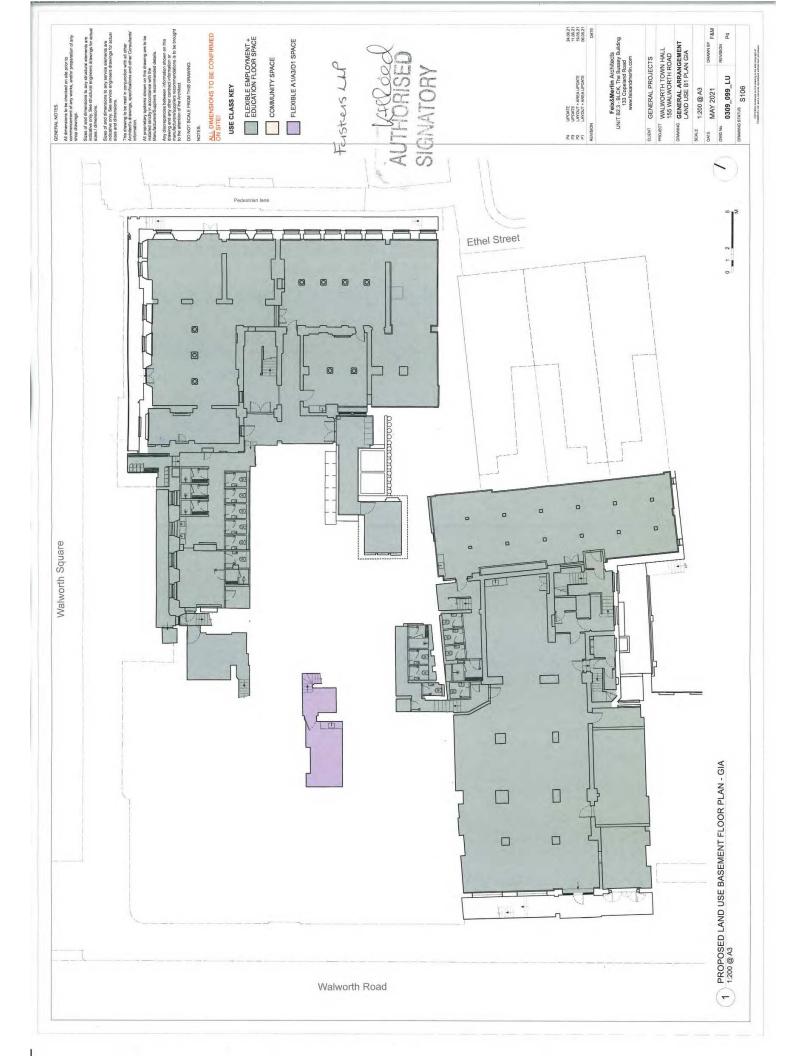
APPENDIX 4

Drawings and Plans

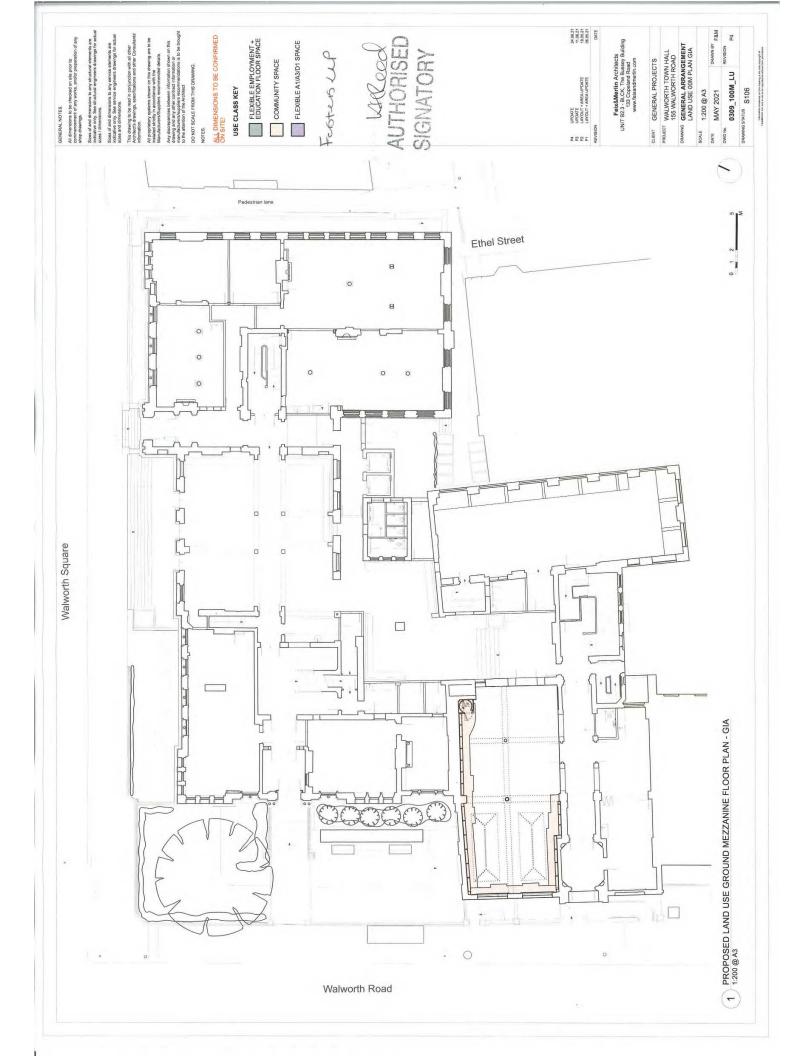
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7.	0309_103_LU Rev P4		
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10.	0309_100M_PA Rev P4		
11.	0309_101_PA Rev P4		
12.	0309_101M_PA Rev P4		
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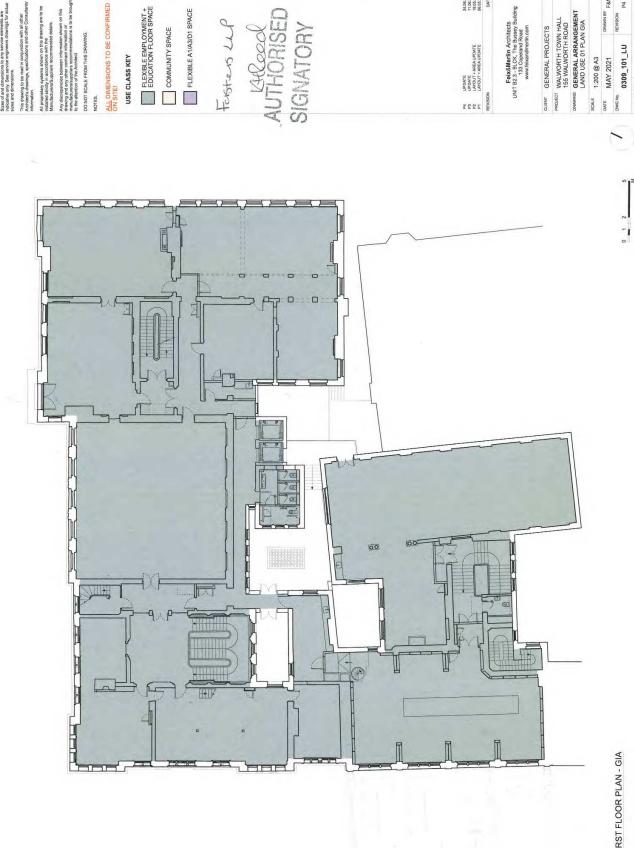
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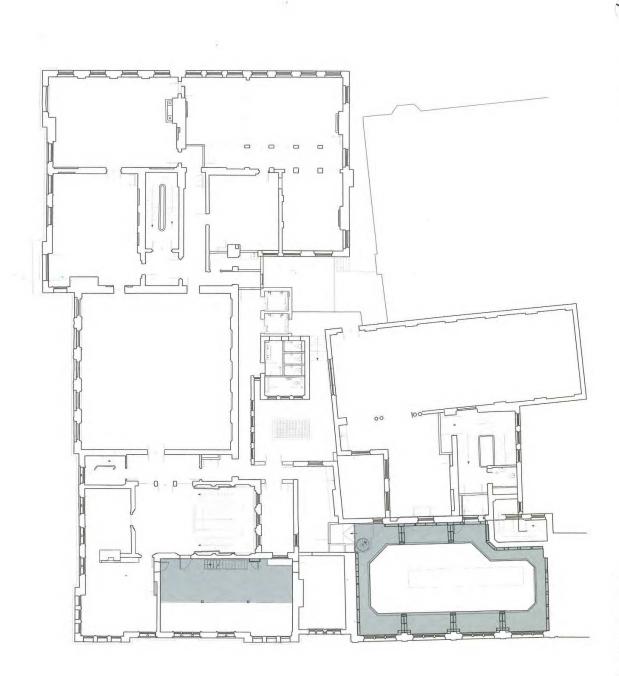


1 PROPOSED LAND USE FIRST FLOOR PLAN - GIA

DRAWN BY F&M

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24.06.21 11.06.21 19.05.21 06.05.21 DATE

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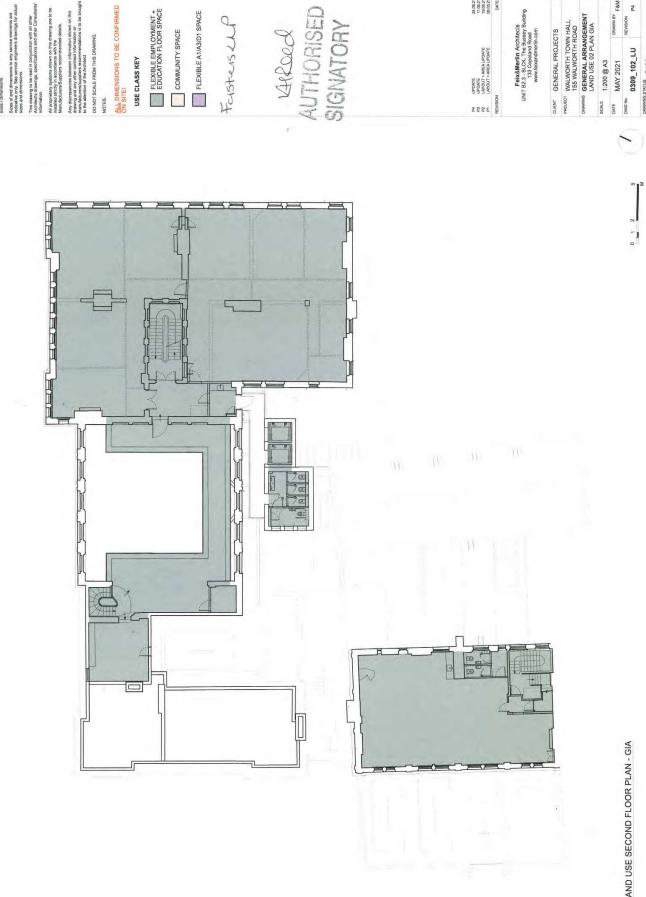
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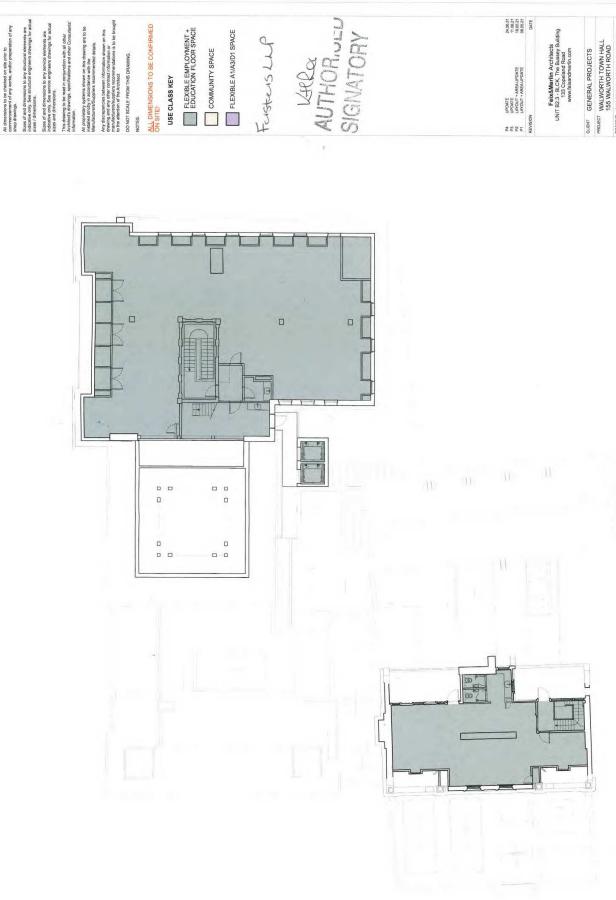
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PROPOSED LAND USE SECOND FLOOR PLAN - GIA 1:200 @ A3

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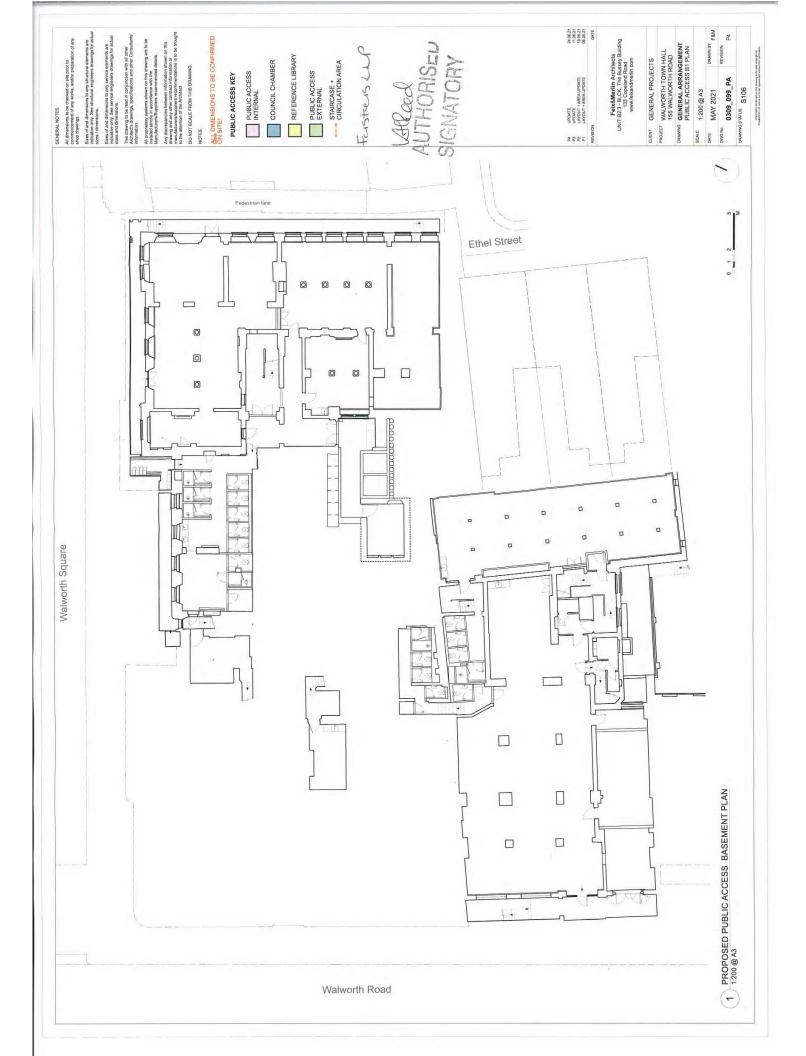


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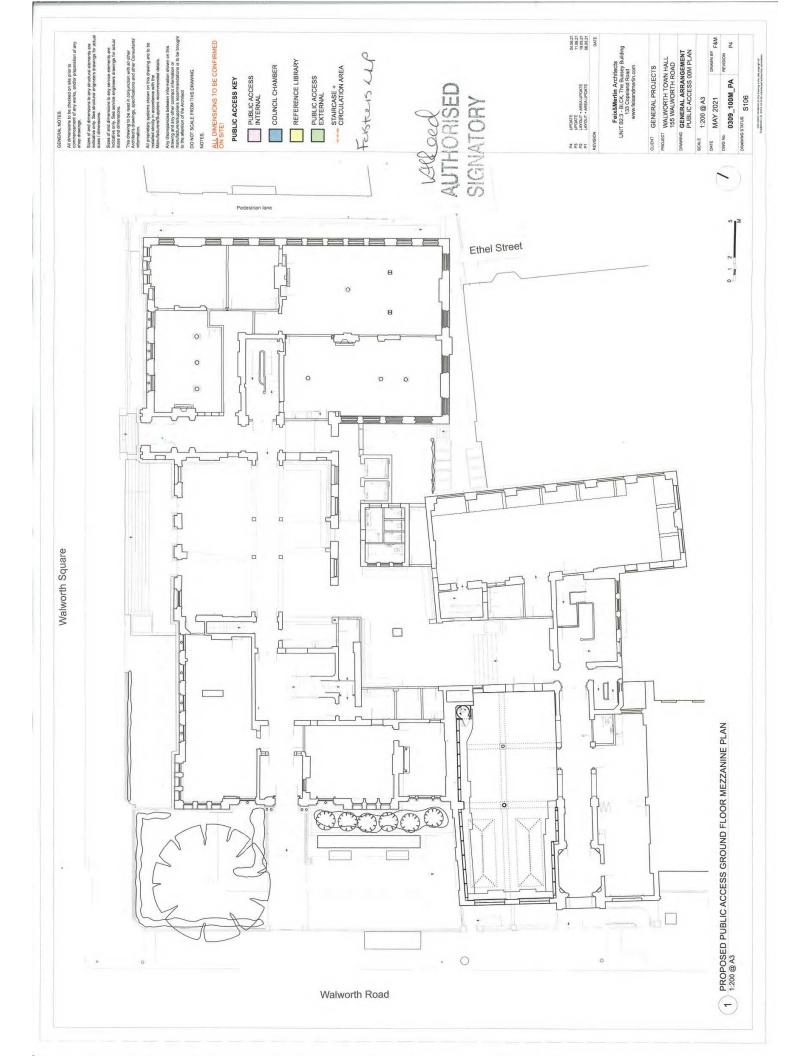
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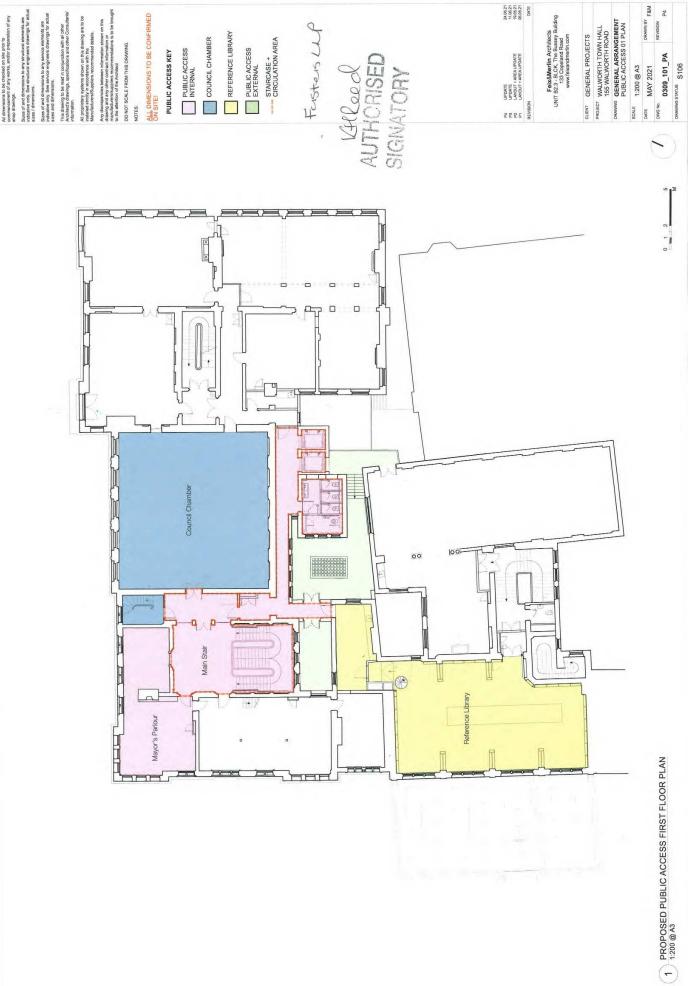
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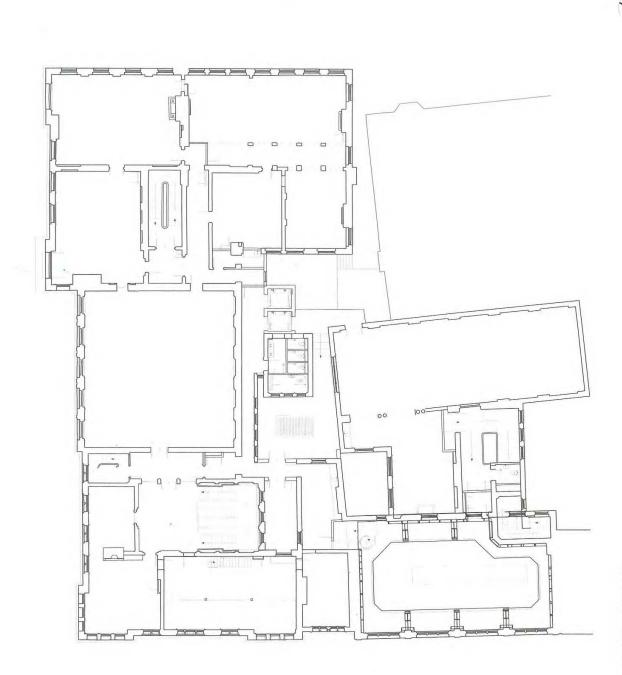
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CIRCULATION AREA

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COUNCIL CHAMBER

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simensions to be checked on site prior to mercement of any works, and/or preparation of any ordenings.

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DRAWN BY F&M

SCALE 1:200 @ A3

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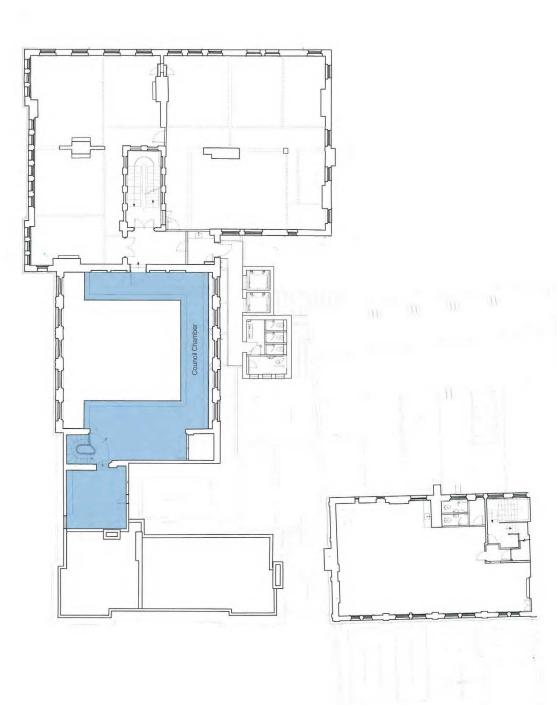
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PROJECT WALWORTH TOWN HALL 156 WALWORTH ROAD DRAWING GENERAL ARRANGEMENT PUBLIC ACCESS 01M PLAN

CLIENT GENERAL PROJECTS

24.06.21 11.06.21 19.05.21 06.05.21 DATE

Feix&Merlin Architects
UNIT B2.3 - BLCK, The Bussey Building
133 Copeland Road
www.feixandmerlin.com



Fusters LLP

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CIRCULATION AREA

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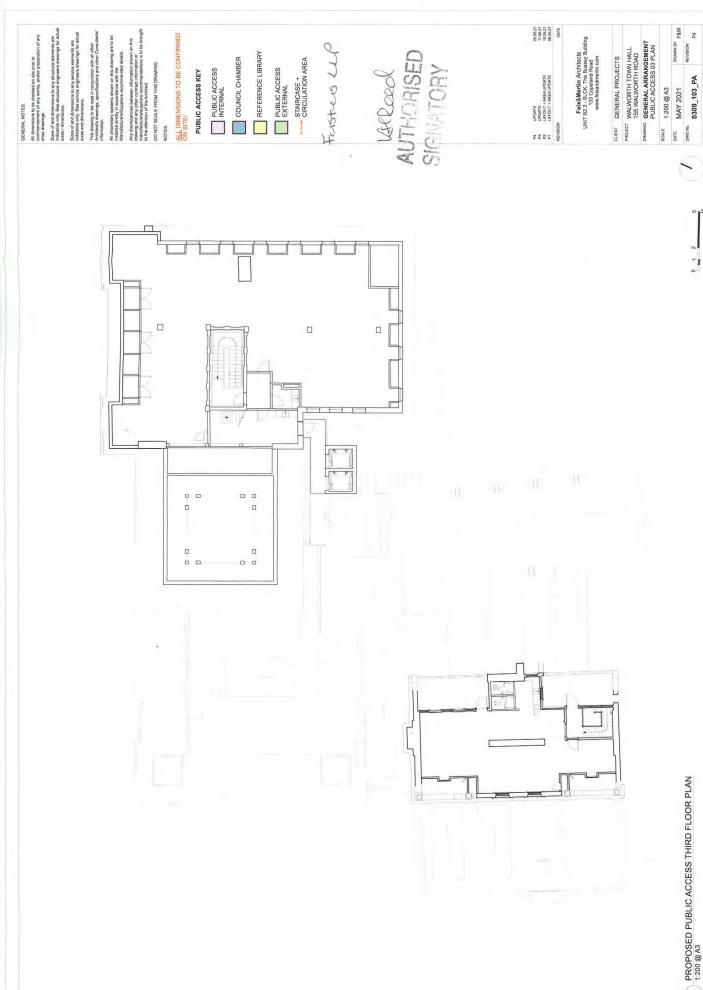
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1 PROPOSED PUBLIC ACCESS THIRD FLOOR PLAN

DRAWING STATUS S106

St John's Church Walworth

AUTHORISED SIGNATORY

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Februs LLP

DRAWING STATUS PLANNING

Appendix 5 Schedule of Category Rooms prepared by Feix & Merlin

Ann				Feix&Merlin
EXIV	Project	Walworth Town Hall		Unit B2.3 The Bussey Building
Feiz-Merlin Access	Project NO	0309		133 Copleand Roa
	Document	Room Category Schedule		Londo
	Date	Jun-20		SE15 3SI
	Revision	P1		
CATEGORY		ROOM NO.	FLCIDA	HOTES
A		G2	Ground	
A		G1	Ground	
A		G1A	Ground	
A		F3	First	
A		F13	First	
A		F13A	First	
A		F17	First	
A		FM1	First Mezzanine	
A		S16	Second	
A		S16A	Second	
A		\$15	Second	
A		S16	Second	
В		B9/B20	Basement	
В		B11	Basement	
В		B12	Basement	
В		B13	Basement	
В		B14	Basement	
В		B17/B18	Basement	
В		B19	Basement	
В		B21	Basement	
В		B22	Basement	
В		G3	Ground	
В		G4	Ground	
В		G5	Ground	
В		G6	Ground	
В		G7/G8/G9/G10	Ground	
В		G11	Ground	
В		G12	Ground	
		5.000		
В		G13	Ground	
В		G14	Ground	
В		G14A	Ground	
В		G15/G16	Ground	
В		G17/G18/G19/G20	Ground	
В		G21	Ground	
В		G22	Ground	
В		G23	Ground	
В		G24/G25	Ground	
В		G26/G27/G28/G29	Ground	
B		G41/G42	Ground	
В		G43	Ground	
В		G50	Ground	
В		G51	Ground	
В		G54	Ground	
В		G 55	Ground	
В		G56	Ground	

A STATE OF THE STA				Feix&Merlin Analides
EXM	Project	Walworth Town Hall		Unit B2.3 The Bussey Building
Feix Murlin	Project NO	0309 Room Category Schedule		133 Copleand Roa
1	Document			Londo
	Date	Jun-20		SE15 3SI
	Revision	P1		
CATEGORY		ROOM NO.	FLOOR	NOTES
В		GM1	Ground Mezzanine	
В		F3A		
В		F1	First	
В		F2	First	
В		F6	First	
В		F7	First	
В		F8/F9/F10/F11	First	
В		F12	First	
В		F14	First	
В		F15	First	
В		F16	First	
В		F16A	First	
В		F16B	First	
В		F18	First	
В	111	F19	First	
В		F20/F21/F22	First	
В		F23	First	
В		F24	First	
В		F25/F26	First	
В		F27/F28	A 100%	
В		F29	First	
В		F30		
В	3	F31	First	
В	60	10 400	First	
	50:	2/S02A/S02B/S02C	Second	
В		803	Second	
В		S04	Second	
В		S05	Second	
В		S06	Second	
В		S07	Second	
В		S08	Second	
В		S09	Second	
В		S10	Second	
В		S11	Second	
В		S12	Second	
В		S13	Second	
В	814		Second	
В	S16B		Second	
B	\$17		Second	
C		B1	Basement	
C		B21	Basement	
С		В3	Basement	
C		B4	Basement	
C		B5	Basement	
c		В8	Basement	
С		B15	Basement	
c		B16	Basement	

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FOLVI	Project	Walworth Town Hall		Unit B2.3 The Bussey Buildin
Feix Merlin Arthroch	Project NO	0309		133 Copleand Ro
	Document	Room Category Schedule		Long
		Date Jun-20		SE15 3
	Revision	P1		
CATEGORY		ROOM NO.	FLCION	NOTES
С		B16A	Basement	
C		B23	Basement	
С		B24	Basement	
С		B25	Basement	
С		B26	Basement	
С		B27	Basement	
С		B28	Basement	
C		B30	Basement	1
С		B31	Basement	
C		B32	Basement	
C		B33	Basement	
		B33A	Basement	
C		B34	Basement	
c		B35	Basement	
C		B36	Basement	
C		B37	Basement	
C		B38	Basement	
C		B40/B43	Basement	
C	B41		Basement	
C		B42	Basement	
C		B44	Basement	
c		B45	Basement	
c		B46	Basement	
c		B47	Basement	
c		B48	Basement	
c		B49	Basement	
C		G30/G31	Ground	
C		G32	Ground	
C		G33/G36	Ground	
C		G35	Ground	
C		G37	Ground	
c		G3B	Ground	
c		G39	Ground	
C		G40		
			Ground	
C		G44	Ground	
С		G45	Ground	
C		G46	Ground	
c		G47	Ground	
C		G48/G49	Ground	
C		G52	Ground	
C		G57	Ground	
C		G59	Ground	
С		F1	First	
C		F2	First	
C		F4	First	

				Feix&Merlin
FAN	Project	Walworth Town Hall		Unit B2.3 The Bussey Building
Fetx: Meylin Actions	Project NO	0309		
	Document	Room Category Schedule		133 Copleand Road
	Date	Jun-20		Londo
	Revision	P1		SE15 3SI
CATEGORY		ROOM NO	FLOOR	NOTES
C		F32	First	
C		F33	First	
C	\$18		Second	
C		S19	Second	
С		S20	Second	
C		S21	Second	
C		S22	Second	
C		S23	Second	
C		S24	Second	
C		T01	Third	
C		T02	Third	
С		Т03	Third	
С		T04	Third	
С	200	T05	Third	
С		T06	Third	
c		T07	Third	
C		тов	Third	
C		Т09	Third	

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

The Common Seal of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK was hereto affixed in the presence of:

Authorised Signatory

VATHARINE REED



Executed as a deed by **WALWORTH**) **TOWN HALL LLP** acting by its designated)

members:

(2) WATERFRONT STUDIOS
UNITHOLDER NO.2 LIMITED acting by
ONLY duly authorised for and
on behalf of that company

Authorised signatory