

DATED 12 FEBRUARY 2014

THAMES WATER UTILITIES LIMITED
as the Undertaker

in favour of

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**
as the Council

**UNDERTAKING PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990**

in relation to the development at Chambers Wharf and Shad Thames Pumping Station



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DATED

12 FEBRUARY 2014

PARTIES

- (1) **THAMES WATER UTILITIES LIMITED**, a company incorporated in England with registered number 02366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (the "**Undertaker**")

In favour of

- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ (the "**Council**")

BACKGROUND

- (A) The Council is the relevant planning authority for the purposes of section 106 of the 1990 Act and the highway authority for the purposes of the Highways Act 1980 for the area within which the Land is situated and is a Development Borough.
- (B) The Undertaker has a freehold interest in the Existing TWUL Land registered under title numbers 135234 and SGL246760.
- (C) The Undertaker submitted the Application to the Secretary of State on 28 February 2013 for the DCO and the Application was accepted by the Secretary of State on 27 March 2013 under section 55 of the 2008 Act.
- (D) The Undertaker is satisfied that the obligations in this Undertaking are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 and that they meet the following tests:
- they are necessary to make the Development acceptable in planning terms;
 - they are directly related to the Development; and
 - they are fairly and reasonably related in scale and kind to the Development.
- (E) It is intended that the Undertaker will be the undertaker for the purposes of the DCO.
- (F) The Undertaker has agreed that the Development shall be carried out only in accordance with the DCO and the rights and obligations set out in this Undertaking.
- (G) This Undertaking is intended to be enforceable by the Council and subject to Clause 2 (Land Bound), Clause 4 (*Conditionality*) and Clause 11 (Release and Lapse) to be binding on the Undertaker, and on the Land, and the Undertaker's Successors to that land.

OPERATIVE PROVISIONS

1 STATUTORY POWERS

- 1.1 This Undertaking entered into by deed contains planning obligations that are development consent obligations for the purposes of section 106 of the 1990 Act.

- 1.2 The obligations entered into by the Undertaker within this Undertaking are enforceable by the Council as local planning authority against:
- (a) the Undertaker in respect of its Qualifying Interest in the Land as bound under Clause 2 (*Land Bound*) of this Undertaking; and
 - (b) the Undertaker's Successors to its Qualifying Interest in the Land as bound under Clause 2 (*Land Bound*) of this Undertaking.

2 LAND BOUND

- 2.1 Subject to Clause 4 (*Conditionality*), Clause 6 (*Legal Costs*) and Clause 11 (*Release and Lapse*) the planning obligations in this Undertaking bind the Existing TWUL Land and are intended to bind the DCO Land.

Construction Phase

- 2.2 The Undertaker covenants with the Council not to Implement the Development unless and until the Undertaker enters into a deed ("**Construction Phase Confirmatory Deed**") in favour of the Council for the purposes of ensuring that the DCO Land (or such parts of the DCO Land as has been defined by the Undertaker will form part of the Land for the purposes of the Development) will be bound by the planning obligations set out in Schedule 1 (*Undertaker's Covenants*), Schedule 3 (*The Community Liaison Working Group*) and Schedule 4 (*The Community Enhancement Fund*) of this Agreement until the Construction Phase Completion Date.

3 INTERPRETATION

- 3.1 In this Undertaking unless the context otherwise requires the following terms (arranged in alphabetical order) shall have the following meanings:

"**1990 Act**" means the Town and Country Planning Act 1990 (as amended);

"**2008 Act**" means the Planning Act 2008 (as amended);

"**Application**" means the application for development consent made pursuant to the 2008 Act submitted by Thames Water Utilities Limited to the Secretary of State (application reference number WW010001);

"**Bevington Street Play Space Contribution**" means the sum of £200,000 (Two Hundred Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(c) of Schedule 1, Part 4 (*Landscaping and Local Amenity*) towards the provision of temporary play space for teenagers on Bevington Street including MUGA, fencing and seats;

"**Borough**" means the London Borough of Southwark;

"**Chambers Street Footway Contribution**" means the sum of £150,000 (One Hundred and Fifty Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(a) of Schedule 1, Part 3 (*Transport Mitigation*) towards improvements to both footways along Chambers Street, including the removal of redundant crossovers and levelling of the surface of the footways;

"**Community Enhancement Fund Contribution**" means the sum of £1,000,000 (One Million Pounds) RPI Index Linked payable by the Undertaker to the Council in accordance with paragraph 1(b) and paragraph 1(c) of Schedule 1, Part

6 (*Community Enhancement*) and to be administered by the CLWG in accordance with the provisions at Schedule 4 (*The Community Enhancement Fund*):

- (a) £154,000 (One Hundred and Fifty Four Thousand Pounds) on or before Implementation;
- (b) £141,000 (One Hundred and Forty One Thousand Pounds) on or before one year of the Implementation Date;
- (c) £141,000 (One Hundred and Forty One Thousand Pounds) on or before two years of the Implementation Date;
- (d) £141,000 (One Hundred and Forty One Thousand Pounds) on or before three years of the Implementation Date;
- (e) £141,000 (One Hundred and Forty One Thousand Pounds) on or before four years of the Implementation Date;
- (f) £141,000 (One Hundred and Forty One Thousand Pounds) on or before five years of the Implementation Date; and
- (g) £141,000 (One Hundred and Forty One Thousand Pounds) on or before six years of the Implementation Date;

"Construction Phase" means the period from Implementation of the Development at the Site until the Construction Phase Completion Date;

"Construction Phase Completion Date" means the date on which completion of construction (as defined in the DCO) occurs in relation to each Site;

"Contractor" means for the purposes of this Undertaking the contractor or contractors appointed to carry out the works comprising the Development at the Development Sites of Chambers Wharf and Shad Thames Pumping Station;

"Council" means the party of the first part hereto which shall include its successors to its functions from time to time;

"Contributions" means the Bevington Street Play Space Contribution, Community Enhancement Fund Contribution, Chambers Street Footway Contribution, EMH Play Improvements Contribution, Jamaica Road Crossing Contribution, Lower Road Gyrotory Contribution, Monitoring Officer Contribution, NCN4 Riverside Quietway Contribution, RPS Garden Mitigation Contribution, RPS Indoor Sports, Recreation and Music Contribution, RPS TA Contribution, RPS Wellbeing Impact Mitigation Contribution, Safer Routes to School Contribution, SJPS Wellbeing Impact Mitigation Contribution, SMSS Indoor Sports, Recreation and Music Contribution, SMSS Wellbeing Impact Mitigation Contribution, and Thames Path Landscaping Contribution;

"CLWG" means a working group to be convened in accordance with the provisions of Schedule 3 (*The Community Liaison Working Group*);

"DCO" means the development consent order in the form as may ultimately be made by the Secretary of State if he is minded to issue development consent for the Development;

"DCO Land" means the land shown hatched and edged in black on the Site and Construction Phase Plans;

"DCO Works" means the works authorised by the DCO at or around the Site;

"Development" means the Thames Tideway Tunnel comprising the authorised development and associated development described in Part 1 of Schedule 1 to the DCO and any other development authorised by the DCO which is development within the meaning of Section 32 of the 2008 Act;

"Development Boroughs" means each of London Borough of Ealing, London Borough of Hounslow, London Borough of Hammersmith and Fulham, London Borough of Wandsworth, London Borough of Lambeth, City of London Corporation, City of Westminster, Royal Borough of Kensington and Chelsea, London Borough of Newham, London Borough of Greenwich, London Borough of Lewisham, London Borough of Southwark, London Borough of Tower Hamlets, and London Borough of Richmond-upon-Thames;

"Development Sites" means each of the worksites at Acton Storm Tanks, Hammersmith Pumping Station, Barn Elms, Putney Embankment Foreshore, Dormay Street, King George's Park, Carnwath Road Riverside, Falconbrook Pumping Station, Cremorne Wharf Depot, Chelsea Embankment Foreshore, Kirtling Street, Heathwall Pumping Station, Albert Embankment Foreshore, Victoria Embankment Foreshore, Blackfriars Bridge Foreshore, Shad Thames Pumping Station, Chambers Wharf, Earl Pumping Station, Deptford Church Street, Greenwich Pumping Station, King Edward Memorial Park Foreshore, Bekesbourne Street, Abbey Mills Pumping Station, and Beckton Sewage Treatment Works;

"EMH Play Improvements Contribution" means the sum of £400,000 (Four Hundred Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(a) of Schedule 1, Part 4 (*Landscaping and Local Amenity*) towards provision of temporary play improvements to Edwardians Manor House;

"Existing TWUL Land" means the land shown coloured hatched and edged in red on the Ownership Plans and described in Schedule 2, Part 1;

"Implementation" means commencement of development pursuant to the DCO by the carrying out of a "material operation" within the meaning of section 155 of the 2008 Act save that for the purposes of this Undertaking the term shall not include surveys, site clearance, works of archaeological or ground investigation or remediation (and in this Undertaking "Implement" and "Implemented" shall be construed accordingly);

"Implementation Date" means the date notified to the Council in respect of the Development Site at Chambers Wharf pursuant to Clause 5.2(b) or Clause 5.3 (as the case may be);

"Index" means either:

(BCIS Index) - the Building Cost Information Service National All-In Tender Price Index multiplied by the regional factor for London (BCIS Index); or

(RPI Index) - the Retail Prices Index (All Items Index) published by the Office of National Statistics;

or during any period when no such indices exist the index which replaces it or is the nearest equivalent to it;

"Index Linked" means the amount of any sum referred to in this Undertaking increased by reference to the change in the Index from the date of this Undertaking until the time of payment and "Indexed" shall be construed accordingly;

"Jamaica Road Crossing Contribution" means the sum of £300,000 (Three Hundred Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(d) of Schedule 1, Part 3 (*Transport Mitigation*) towards a pedestrian crossing at the junction of Jamaica Road and Bevington Street;

"Land" means the land described in Schedule 2 (*Land*) to this Undertaking;

"Local Labour Report" means a written monitoring report (based on averages over the three (3) months preceding the date of the report) to include the following:

- (a) the percentage of those recruited, employed, engaged and/or hired under the Contractor's construction package and are working at a Main Tunnel Drive Site, who are living within the Borough in which the Main Tunnel Drive Site is located;
- (b) the percentage of those recruited, employed, engaged and/or hired under the Contractor's construction package who are living within the Development Boroughs;
- (c) the number of apprentices (of minimum 6-month duration) employed as part of the Contractor's construction package (and a cumulative total of all apprentices who have been employed);
- (d) any associated information to inform the relative numbers and percentages being reported to demonstrate that the Contractor (and its sub-contractors) are complying with its obligations for local employment and skills as required by the Undertaker;
- (e) rates of staff turnover and conversion rates of apprentices into ongoing employment by the Contractor;
- (f) monitoring information in relation to the Contractor's workforce (age/ethnicity/residence/disabilities/previous employment) save that employees would only be expected to provide such details on a voluntary basis;
- (g) information relating to the Contractor's anticipated future employee requirements; and
- (h) such information relating to the procurement of local goods and services as may be agreed in writing with the Undertaker to inform the Summary Local Labour and Services Report;

"Local Procurement Plan" means a scoping plan for procurement activities, and will include one supplier/subcontract engagement activity for every 50 procurement packages and any other activities as may be agreed with the Council;

"Local Schools" means St Michael's Secondary School, Riverside Primary School and St Joseph's Primary School in the vicinity of the Site;

"Lower Road Gyrotory Contribution" means the sum of £250,000 (Two Hundred and Fifty Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the

Council in accordance with paragraph 1(e) of Schedule 1, Part 3 (*Transport Mitigation*) towards the removal of the Lower Road Gyratory as part of wider improvements to provide safer cycle routes in the area and to the extent that such plans relate to the Development;

"Main Tunnel" means Work No. 1a to Work No. 1d as described in Schedule 1 to the DCO;

"Main Tunnel Drive Sites" means Carnwath Road Riverside, Kirtling Street, Chambers Wharf and Greenwich Pumping Station;

"Monitoring Officer" means an employee of the Council who will act as the first point of contact within the Council for local residents, the Undertaker and the Contractor and who will liaise with the Undertaker and the Contractor to monitor compliance with the obligations under this Undertaking;

"Monitoring Officer Contribution" means the sum of £400,000 (Four hundred thousand pounds) Index Linked payable by the Undertaker to the Council in accordance with paragraph 1 of Schedule 1, Part 5 (*Council Resourcing*) towards the costs of appointing and employing the Monitoring Officer to be paid in seven instalments:

- (a) £70,000 on or before Implementation;
- (b) £55,000 on or before one year after the Implementation Date;
- (c) £55,000 on or before two years after the Implementation Date;
- (d) £55,000 on or before three years after the Implementation Date;
- (e) £55,000 on or before four years after the Implementation Date;
- (f) £55,000 on or before five years after the Implementation Date; and
- (g) £55,000 on or before six years after the Implementation Date;

"NCN4 Riverside Quietway Contribution" means the sum of £250,000 (Two Hundred and Fifty Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(b) of Schedule 1, Part 3 (*Transport Mitigation*) towards improvements to the NCN4/Riverside Quietway;

"Non-Statutory Offsite Mitigation and Compensation Agreement" means the deed of agreement to be entered into between the Undertaker and the Development Boroughs (and the associated unilateral undertaking provided to the Development Boroughs pursuant to section 106 of the 1990 Act) in relation to securing the obligations of the Undertaker to comply with the non-statutory offsite mitigation and compensation policies relating to the Development;

"Ownership Plans" means the plans at Appendix 1 marked "Ownership Plans" and showing the extent of the Development Sites at Chambers Wharf and Shad Thames Pumping Station and the Existing TWUL Land;

"Overview Site Plans" means the plans at Appendix 1 marked "Overview Site Plans (Parts 1 to 4)" and showing Main Tunnel and sites for information purposes only;

"Plans" means the plans attached to this Undertaking at Appendix 1 and comprising the Overview Site Plan (Parts 1 to 4) and the Ownership Plans, and the Site and Construction Phase Plans;

"Procurement Tracker" means a tracker of work or packages proposed to be performed direct by the Contractor (and any sub-contractor or supplier of the Contractor) including details of the bidders and procurement activities such as planned, forecast and actualised milestone dates and budget allocations against each of the packages;

"Project" means the authorised project as defined in and to be authorised by the DCO in relation to the Site;

"Project Hub" means an allocated space to be provided by the Contractor during the Construction Phase at the Development Site of Chambers Wharf and which is to be used for:

- (a) training space for health and safety training, and for basic skills classes including English language classes, and internet resources for prospective and actual workers;
- (b) office space for project staff including the SEM, SCEM, administration, security, and skills and job brokerage staff (and the SEM and SCEM established by the contractors for the works at the Development Sites at Albert Embankment Foreshore, Blackfriars Bridge Foreshore, Shad Thames Pumping Station, Earl Pumping Station, Deptford Church Street, King Edward Memorial Park Foreshore and Bekesbourne Street); and
- (c) a base for community liaison and outreach activities;

"Qualifying Interest" means such interest in the land sufficient to meet the requirements of Section 106(1) of the 1990 Act which shall include the Undertaker's status as undertaker for the purposes of the DCO in accordance with the provisions of paragraph 10 (3) of Schedule 19 of the DCO whereby the undertaker is deemed to be a person interested in the DCO Land for the purposes of Section 106(1) of the 1990 Act;

"RPS Garden Mitigation Contribution" means the sum of £30,000 (Thirty Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(a)(i)(A) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards the relocation of the vegetable garden at Riverside Primary School;

"RPS Green Wall Contribution" the sum of £64,000 (Sixty-four thousand pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(a)(i)(B) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards the construction and maintenance of a green living wall at Riverside Primary School;

"RPS Indoor Sports, Recreation and Music Contribution" means the sum of £30,000 (Thirty Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(a)(i)(D) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards soundproofing (including ventilation works) at Riverside Primary School;

"RPS Teaching Assistants Contribution" means the sum of £840,000 (Eight Hundred and Forty Thousand Pounds) RPI Index Linked to be paid by the Undertaker

to the Council in accordance with paragraph 1(a)(i)(C) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards the provision of teaching assistants at Riverside Primary School to facilitate lessons in alternative outside spaces, and payable in seven instalments:

- (a) £120,000 (One Hundred and Twenty Thousand Pounds) on or before Implementation;
- (b) £120,000 (One Hundred and Twenty Thousand Pounds) on or before one year after the Implementation Date;
- (c) £120,000 (One Hundred and Twenty Thousand Pounds) on or before two years after the Implementation Date;
- (d) £120,000 (One Hundred and Twenty Thousand Pounds) on or before three years after the Implementation Date;
- (e) £120,000 (One Hundred and Twenty Thousand Pounds) on or before four years after the Implementation Date;
- (f) £120,000 (One Hundred and Twenty Thousand Pounds) on or before five years after the Implementation Date; and
- (g) £120,000 (One Hundred and Twenty Thousand Pounds) on or before six years after the Implementation Date;

"RPS Wellbeing Impact Mitigation Contribution" means the sum of £700,000 (Seven Hundred Thousand Pounds) RPI Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(a)(i)(E) and paragraph 1(a)(ii) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards improving wellbeing of the school environment for pupils at Riverside Primary School and payable in seven instalments:

- (h) £100,000 (One Hundred Thousand Pounds) on or before Implementation;
- (i) £100,000 (One Hundred Thousand Pounds) on or before one year after the Implementation Date;
- (j) £100,000 (One Hundred Thousand Pounds) on or before two years after the Implementation Date;
- (k) £100,000 (One Hundred Thousand Pounds) on or before three years after the Implementation Date;
- (l) £100,000 (One Hundred Thousand Pounds) on or before four years after the Implementation Date;
- (m) £100,000 (One Hundred Thousand Pounds) on or before five years after the Implementation Date; and
- (n) £100,000 (One Hundred Thousand Pounds) on or before six years after the Implementation Date;

"Safer Routes to School Contribution" means the sum of £100,000 (One Hundred Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 1(c) of Schedule 1, Part 3 (*Transport Mitigation*) towards improvements to safety measures on walking or cycling routes in

the vicinity of the Site to the Local Schools and the promotion of sustainable travel patterns;

"**SCEM**" means Supply Chain Engagement Manager as set out in more detail in paragraph 3(a)(ix) of Schedule 1, Part 1 (*Employment and Skills*);

"**Secretary of State**" means the Secretaries of State for the Department for Communities and Local Government and the Department for Environment, Food and Rural Affairs;

"**SEM**" means Skills and Employment Manager as set out in more detail in paragraph 3(a)(viii) of Schedule 1, Part 1 (*Employment and Skills*);

"**Site**" means each of the Development Sites at Chambers Wharf and Shad Thames Pumping Station and for the purpose of identification only shown edged dashed in black on the Ownership Plan;

"**Site and Construction Phase Plans**" means the plans at Appendix 1 marked "Site and Construction Phase Plan" showing the extent of the Development Sites at Chambers Wharf and Shad Thames Pumping Station and the DCO Land;

"**SJPS Wellbeing Impact Mitigation Contribution**" means the sum of £350,000 (Three Hundred and Fifty Thousand Pounds) RPI Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 3 (*St Joseph's Primary School*) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards improving wellbeing of the school environment for pupils at St Joseph's Primary School, and payable in seven instalments:

- (a) £50,000 (Fifty Thousand Pounds) on or before Implementation;
- (b) £50,000 (Fifty Thousand Pounds) on or before one year after the Implementation Date;
- (c) £50,000 (Fifty Thousand Pounds) on or before two years after the Implementation Date;
- (d) £50,000 (Fifty Thousand Pounds) on or before three years after the Implementation Date;
- (e) £50,000 (Fifty Thousand Pounds) on or before four years after the Implementation Date;
- (f) £50,000 (Fifty Thousand Pounds) on or before five years after the Implementation Date; and
- (g) £50,000 (Fifty Thousand Pounds) on or before six years after the Implementation Date;

"**Skills Planning Group**" means the group to be commenced under paragraph 2(a)(i) of Schedule 1, Part 1 (*Employment and Skills*);

"**SMSS Indoor Sports, Recreation and Music Contribution**" means the sum of £60,000 (Sixty Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 2(a)(i)(A) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards soundproofing and associated ventilation works at St Michael's Secondary School;

"SMSS Wellbeing Impact Mitigation Contribution" means the sum of £700,000 (Seven Hundred Thousand Pounds) RPI Index Linked to be paid by the Undertaker to the Council in accordance with paragraph 2(a)(i)(B) and paragraph 2(a)(ii) of Schedule 1, Part 2 (*Local Schools and Education Mitigation*) towards improving wellbeing of the school environment for pupils at St Michael's Secondary School, and payable in seven instalments:

- (a) £100,000 (One Hundred Thousand Pounds) on or before Implementation;
- (b) £100,000 (One Hundred Thousand Pounds) on or before one year after the Implementation Date;
- (c) £100,000 (One Hundred Thousand Pounds) on or before two years after the Implementation Date;
- (d) £100,000 (One Hundred Thousand Pounds) on or before three years after the Implementation Date;
- (e) £100,000 (One Hundred Thousand Pounds) on or before four years after the Implementation Date;
- (f) £100,000 (One Hundred Thousand Pounds) on or before five years after the Implementation Date; and
- (g) £100,000 (One Hundred Thousand Pounds) on or before six years after the Implementation Date;

"Successor" means any person deriving title from the Undertaker in respect of its Qualifying Interest and for the purposes of Section 106(3)(b) of the 1990 Act shall include any person to whom powers are transferred further to Article 9 of the DCO;

"Summary Local Labour and Services Report" means a written monitoring report which:

- (a) summarises the contents of the Local Labour Reports produced over the preceding 3 (three) month period;
- (b) provides summary information regarding local employment figures in relation to the Development as a whole; and
- (c) provides such information on the procurement of local goods and services as agreed between the Undertaker and the Council;

"Target Beneficiary Groups" includes local residents, unemployed people, other disadvantaged groups including ex-offenders, and groups which are currently underrepresented in the workforce (for example in terms of age, ethnicity, gender and/or disability);

"Thames Path Landscaping Contribution" means the sum of £300,000 (Three Hundred Thousand Pounds) BCIS Index Linked to be paid by the Undertaker to the Council in accordance with Schedule 1, Part 4 (*Landscaping and Local Amenity*) towards landscaping and visual improvements along the Thames Path in the vicinity of the Site (including Bermondsey Wall Street and the open space on Worseley Street and Jacobs Street) and such improvements may include seating, litter bins and new tree planting;

"Training and Employment Skills Plan" means a plan to be submitted to and approved by the Council in accordance with paragraph 3(a)(ii) of Schedule 1, Part 1 (*Employment and Skills*);

"Undertaker" means Thames Water Utilities Limited and any Successors and statutory assignees;

"Workforce" means the workers to be employed in carrying out the Project during the Construction Phase Period and whose place of work is at the Site;

"Working Day(s)" means a day other than a Saturday or Sunday or public holiday in England.

- 3.2 References in this Undertaking to the "Undertaker" shall include its respective successors in title to the Land and its assigns.
- 3.3 References to "Work Nos" or to a "Work No" are references to the works forming part of the Development listed in Schedule 1 to the DCO and references to "Doc Ref" are to the documents bearing that reference in the Application or examination proceedings.
- 3.4 References in this Undertaking to the "Council" shall include any successor to its functions as local planning authority and the local highway authority.
- 3.5 References in this Undertaking to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 3.6 The clause headings in this Undertaking are for convenience only and do not form part of the Undertaking.
- 3.7 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Undertaking.
- 3.8 References to the singular shall include the plural and *vice versa*.
- 3.9 In the event of any conflict between the provisions of this Undertaking and any document annexed to this Undertaking, the terms, conditions and provisions of this Undertaking will prevail.

4 **CONDITIONALITY**

The obligations in this Undertaking (save for the covenant in Clause 6 (*Légale Costs*)) are unless otherwise specified conditional upon:

- 4.1 the grant of the DCO; and
- 4.2 Implementation of the DCO by the Undertaker or a person authorised by it.

5 **UNDERTAKER'S COVENANTS**

- 5.1 The Undertaker COVENANTS with the Council that it will observe and perform the covenants on its part contained in Schedule 1 (*Undertaker's Covenants*).

- 5.2 The Undertaker **COVENANTS** with the Council to provide written notice to the Council:
- (a) of confirmation of the appointment of the Contractor within 10 (ten) Working Days of the appointment having been made;
 - (b) at least 20 (twenty) Working Days in advance of the proposed date for Implementation at each of the Sites;
 - (c) at least 20 (twenty) Working Days in advance of the Construction Phase Completion Date at each of the Sites; and
 - (d) of confirmation of the Construction Phase Completion Date at each of the Sites within 10 (ten) Working Days of its occurrence.

5.3 Where the proposed date of Implementation provided under Clause 5.2(b) does not take place, the Undertaker shall provide written notice to the Council of the revised date as soon as is reasonably practicable and in any event at least 10 (ten) Working Days in advance of the revised date.

5.4 Where the proposed Construction Phase Completion Date notified under clause 5.2(c) does not take place, the Undertaker shall provide written notice to the Council of the revised date as soon as is reasonably practicable and in any event at least 10 Working Days in advance of the revised date.

6 **LEGAL COSTS**

The Undertaker **COVENANTS** with the Council that it will no later than the date of this Undertaking pay the Council's reasonable legal costs and, in addition, VAT thereon (except for VAT for which the Council is entitled to credit or repayment from HMRC) in connection with the preparation and completion of this Undertaking.

7 **INDEXATION OF FINANCIAL CONTRIBUTIONS**

Where any financial contribution in this Undertaking is to be "Indexed" then the amount of the contribution after application of the Index shall be calculated according to the formula:

$$\text{Amount after indexation} = A \times B/C$$

Where:-

A = the amount to be varied;

B = the Index at the date at which the amount is due to be paid; and

C = the Index at the date of this Undertaking.

8 **INTEREST ON LATE PAYMENTS**

Any payment due from the Undertaker under this Undertaking which is not paid on the due date shall be payable with interest calculated at the rate of 3% above the base lending rate from time to time of Barclays Bank plc.

9 **VAT**

9.1 All consideration set out in this Undertaking is exclusive of VAT.

- 9.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Undertaking, the recipient of that supply shall pay to the supplier an amount equal to such VAT in addition to the consideration for that supply, against receipt of a valid VAT invoice. The recipient of any such supply shall pay to the supplier an amount equal to any VAT which is chargeable in respect of the supply in question on the later of:
- (a) the day on which the consideration for the supply is paid or given; and
 - (b) production of a proper VAT invoice.
- 9.3 Where a person (the "payer") has paid an amount to any other person (the "payee") on the basis that the payee was entitled to that amount under Clause 9.2 above, but the payee was not properly entitled to the whole or part of that amount under that Clause, then:
- (a) if the payee has not accounted for such amount (or such part thereof) to HMRC, the payee shall forthwith repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer; or
 - (b) if the payee has accounted for such amount (or such part thereof) to HMRC, the payee shall, if, when and to the extent that it receives repayment or credit for such amount from HMRC, repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer.

10 METHOD OF PAYMENTS

The Undertaker will pay all payments pursuant to this Undertaking by way of BACS transfer into such account as the Council shall nominate and notify to the Developer in writing unless otherwise agreed between the parties.

11 RELEASE AND LAPSE

- 11.1 The Undertaker shall not be liable for a breach of any of its obligations under this Undertaking or obligations relating to any part of the Land after it has parted with all of its interests in the Land (including Qualifying Interests) or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 11.2 This Undertaking shall lapse and be of no further effect if:
- (a) the DCO lapses without having been Implemented; or
 - (b) the DCO is amended or repealed otherwise than with the consent of the Undertaker; or
 - (c) the DCO is quashed following a successful legal challenge (in which case any money paid to the Council pursuant to an obligation in this Undertaking shall be returned to the Undertaker save for monies paid pursuant to Clause 6 (*Legal Costs*)).
- 11.3 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or development consent (other than the DCO) granted (whether or not on appeal) after the date of this Undertaking.
- 11.4 Any obligation under the terms of this Undertaking which is expressed to be binding on a particular area of land shall be binding on the Undertaker's Successors but only

insofar as they are Successors to that area of land or relevant part of it and on the basis that such Successors benefit from Clause 11.1 in (*mutatis mutandis*) the same way as the Undertaker.

- 11.5 No Successor to the Undertaker shall be liable for any breach of any obligation which occurs in relation to any area of the Land which that Successor does not own or control or which is carried out by any person other than that Successor.
- 11.6 Upon the performance discharge or other fulfilment of the covenant obligations (or any of them) of the Undertaker, any Successor, or the Council under the terms of this Undertaking such covenant obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.
- 11.7 Upon the Construction Phase Completion Date the Undertaker shall cease to be liable to comply with any of its obligations under Schedule 1, Part 1 (*Employment and Skills*) and shall from that date cease to be liable for any breach of the same save for any antecedent breach relating to these obligations.

12 LOCAL LAND CHARGE

- 12.1 This Undertaking is a local land charge and may be registered as such by the Council.

13 NOTICES

- 13.1 Any notices required to be served by one party on another under this Undertaking shall be served by first class prepaid recorded delivery post or by hand (providing proof of delivery is always obtained) in the following manner:

- (a) on the Council at the address shown above marked "For the attention of The Chief Executive"; and
- (b) on the Undertaker at the address shown above, or the registered office of any Successor, and any notice served on the Undertaker (or its Successor) shall be marked for the attention of the Company Secretary;

save that any of the parties may by written notice notify the other parties of an alternative address and/or reference for the service of subsequent written notices in which case those details shall be substituted for the details in Clauses (a) to (b) above.

- 13.2 Any such notice shall be deemed to have been received as follows:
- (a) If delivered by hand, upon delivery on all relevant addresses;
- (b) If sent by first class post, on the second Working Day after the date of posting.

14 NO FETTER ON DISCRETION

Nothing in this Undertaking shall be taken to be or shall operate so as to fetter or prejudice the statutory rights powers discretions and responsibilities of the Council or the Undertaker.

15 SEVERABILITY

If any part of this Undertaking shall be declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provisions will be

severed from the Undertaking and the remainder of this Undertaking shall continue in full force and effect.

16 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Undertaking shall be enforceable by a third party who is not a party to the Undertaking other than the Council.

17 **WAIVER**

No waiver (whether express or implied) by the Council of any breach or default by the Undertaker in performing or observing any of the terms and conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms and conditions or from acting upon any subsequent breach or default in respect thereto by the Undertaker.

18 **JURISDICTION**

This Undertaking is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

This Undertaking has been executed as a deed and delivered on the date stated at the beginning of this Undertaking.

Schedule 1
Undertaker's Covenants

Part 1
Employment and Skills

Unless the Council agrees otherwise in writing with the Undertaker and provided always that the Undertaker (and its agents employees contractors and sub-contractors) shall not be required to do or refrain from doing anything that would result in anti-competitive business practices or anything which is not in accordance with any law rule or regulation (whether domestic or otherwise) during the Construction Phase and for the purposes of the Development the Undertaker covenants with the Council:

1 Local Labour

- (a) That the Undertaker shall require its contractors and subcontractors to use their reasonable endeavours to:
- (i) achieve a target of at least 20% of employees working at each of the Main Tunnel Drive Sites are living in the Development Borough where the relevant Main Tunnel Drive Site is located;
 - (ii) achieve a cumulative target of 25% of employees working at the Development Sites are living within the Development Boroughs;
 - (iii) achieve a target of at least 30% of employees working in relation to river transport are living within Greater London, Kent, or Essex (or any or all of those Counties); and
 - (iv) ensure the employment of at least one apprentice for every 50 employees across the duration of the construction contracts for the Development, with such arrangements being based on the following:
 - (A) apprenticeships to be based on a 6-month minimum period;
 - (B) the total number of apprenticeships to be calculated by the average number of employees estimated for each contract package multiplied by the estimated contract duration against 6-month or 12-month apprenticeship placements; and
 - (C) a minimum of 1 (one) apprentice to be employed at any time during the Construction Phase.
- (b) That the Undertaker shall submit to the Council a Summary Local Labour and Services Report every 3 (three) months or such longer time period as may be agreed in writing between the Undertaker and the Council;

2 Skills Planning Group

- (a) That the Undertaker will:
- (i) Prior to Implementation establish a Skills Planning Group which is to be maintained throughout the Construction Phase, and whose purpose will be to identify future training and new entrant requirements, and potential employer interventions, and which is to comprise:

- (A) a chair who is a senior member of the Undertaker's project executive management team;
 - (B) representatives of the Council if the Council so elects;
- and involve as needed at the Undertaker's discretion:
- (C) other representatives of the Undertaker;
 - (D) representatives from the Undertaker's contractors;
 - (E) representatives from Further Education (FE) colleges;
 - (F) representatives from other training organisers (including but not limited to the Tunnelling and Underground Construction Academy (TUCA) and the National Construction College); and
 - (G) other delivery and funding agencies such as Construction Skills-CITB and the Skills Funding Agency;

3 **Contractor Obligations**

(a) That the Undertaker shall require its Contractor to:

- (i) participate in the Skills Planning Group;
- (ii) within 3 months of being appointed by the Undertaker submit to the Council (and take into account any comments received from the Council and in consultation with the London Borough of Tower Hamlets and the London Borough of Lewisham if the Council so elects) on an Employment and Skills Plan which will:
 - (A) have regard to similar plans promoted by Construction Skills-CITB and/or National Skills Academy for Construction;
 - (B) set out a schedule of a range of opportunities and activities over the Construction Phase including various new entrant opportunities which shall include (but not be limited to) apprenticeships and traineeships;
 - (C) include a method statement, based on working with the Council if the Council so elects, which sets out how the provisions of the Employment and Skills Plan are to be achieved (to include as far as is reasonably practicable preferred access to local job-ready candidates sourced through local job-brokerage channels);
 - (D) provide information on and a mechanism for reporting to the Council on the Contractor's Procurement Tracker and provide an initial forecast of employee requirements in relation to its contract package;
- (iii) prior to Implementation submit to the Council (and take into account any comments received from the Council and in consultation with the London Borough of Tower Hamlets and the London Borough of Lewisham if the Council so elects) a supply chain plan and to comply with the agreed plan during the Construction Phase;

- (iv) submit to the Council the Local Labour Report in relation to its contract package every 3 (three) months (or at such other intervals as may be agreed between the Contractor and Council), and deliver a copy to the Undertaker;
- (v) submit to the Council details of all job vacancies in relation to the Contractor's work on the Site;
- (vi) provide details to the Council of supply-chain opportunities within the Development relevant to the DCO Works as soon as reasonably practicable and in any event with a minimum of 1 weeks' prior notice;
- (vii) provide space within the Main Tunnel Drive Site at Chambers Wharf for a Project Hub;
- (viii) employ a Skills and Employment Manager ("**SEM**") to be based at the Project Hub who will:
 - (A) have responsibility for managing implementation of the Employment and Skills Plan in accordance with the method statement;
 - (B) work to maximise the number of contractor and supply chain employees drawn from the Target Beneficiary Groups;
 - (C) provide expert advice on workforce training and skills;
 - (D) liaise with the Council as early as reasonably practicable to agree effective means of SEM deployment during the Construction Phase and feed into the Skills Planning Group;
 - (E) provide a single point of contact for matters relating to employment and skills for the Development and liaise with other job brokerage agencies and skills providers as appropriate; and
 - (F) liaise with other business support agencies and stakeholders such as Job Centre Plus, other local authorities and the Chamber of Commerce;
- (ix) employ a Supply Chain Engagement Manager ("**SCEM**") who will be based at the Project Hub and who will:
 - (A) have responsibility to engage with local businesses to maximise opportunities arising from the Construction Phase of the Development;
 - (B) develop a Local Procurement Plan that sets out the relevant works packages and procurement methods, and an associated procurement method statement setting out how local businesses will be engaged in the context of similar activities being undertaken by the Council, and to include details of supplier and/or subcontract engagement activities (such as events for meeting the Contractor, procurement workshops or specific engagement with local business enterprises or trade associations); and
 - (C) carry out one supplier and/or subcontract engagement activity (as identified in the Local Procurement Plan) for every 50 procurement packages under its contract with the Undertaker;

4 **Contract procurement**

- (a) That the Undertaker shall use and shall require the Contractor to use the online procurement portal *Competefor* to advertise contracts for the Development.

Part 2
Local Schools and Education Mitigation

1 **Riverside Primary School**

- (a) The Undertaker covenants with the Council:
- (i) that prior to Implementation, the Undertaker shall pay to the Council:
 - (A) the RPS Garden Mitigation Contribution;
 - (B) the RPS Green Wall Contribution;
 - (C) the first tranche of the RPS Teaching Assistants Contribution;
 - (D) the RPS Indoor Sports, Recreation and Music Contribution; and
 - (E) the first tranche of the RPS Wellbeing Impact Mitigation Contribution; and
 - (ii) that the Undertaker shall pay to the Council the remaining tranches of the RPS TA Contribution and the RPS Wellbeing Impact Mitigation Contribution in accordance with the details set out in Clause 3.1 of this Undertaking;

SAVE THAT the RPS Garden Mitigation Contribution, RPS Green Wall Contribution, RPS Teaching Assistants Contribution, RPS Indoor Sports, Recreation and Music Contribution and RPS Wellbeing Impact Mitigation Contribution are payable on terms that no part of the any of these contributions may be used by the Council otherwise than towards the respective purposes specified in this Undertaking.

2 **St Michael's Secondary School**

- (a) The Undertaker covenants with the Council:
- (i) that prior to Implementation, the Undertaker shall pay to the Council:
 - (A) the SMSS Indoor Sports, Recreation and Music Contribution; and
 - (B) the first tranche of the SMSS Wellbeing Impact Mitigation Contribution;
 - (ii) that the Undertaker shall pay to the Council the remaining tranches of the SMSS Wellbeing Impact Mitigation Contribution in accordance with the details set out in Clause 3.1 of this Agreement;

SAVE THAT the SMSS Indoor Sports, Recreation and Music Contribution and SMSS Wellbeing Impact Mitigation Contribution are payable on terms that no part of either of these contributions may be used by the Council otherwise than towards the respective purposes specified in this Undertaking.

3 **St Joseph's Primary School**

- (a) The Undertaker covenants with the Council:
- (i) that prior to Implementation, the Undertaker shall pay to the Council the first tranche of the SJPS Wellbeing Impact Mitigation Contribution;
 - (ii) that the Undertaker shall pay to the Council the remaining tranches of the SJPS Wellbeing Impact Mitigation Contribution in accordance with the details set out in Clause 3.1 of this Agreement;

SAVE THAT the SJPS Wellbeing Impact Mitigation Contribution is payable on terms that no part of it may be used by the Council otherwise than towards the purpose specified in this Undertaking.

**Part 3
Transport Mitigation**

- 1 The Undertaker covenants with the Council that prior to Implementation, the Undertaker shall pay to the Council:
- (a) the Chambers Street Footway Contribution;
 - (b) the NCN4 Riverside Quietway Contribution;
 - (c) the Safer Routes to School Contribution;
 - (d) the Jamaica Road Crossing Contribution; and
 - (e) the Lower Road Gyratory Contribution;

SAVE THAT the Chambers Street Footway Contribution, NCN4 Riverside Quietway Contribution, Safer Routes to School Contribution, Jamaica Road Crossing Contribution and Lower Road Gyratory Contribution are payable on terms that no part of any of these contributions may be used by the Council otherwise than towards the respective purposes specified in this Undertaking.

**Part 4
Landscaping and Local Amenity**

- 1 The Undertaker covenants with the Council that prior to Implementation, the Undertaker shall pay to the Council:
- (a) the EMH Play Improvements Contribution;
 - (b) the Thames Path Landscaping Contribution; and
 - (c) the Bevington Street Play Space Contribution;

SAVE THAT the EMH Play Improvements Contribution, Thames Path Landscaping Contribution and Bevington Street Play Space Contribution are payable on terms that no part of any of these contributions may be used by the Council otherwise than towards the respective purposes specified in this Undertaking.

**Part 5
Council Resourcing**

- 1 The Undertaker covenants with the Council:
- (a) that prior to Implementation, the Undertaker shall pay to the Council the first tranche of the Monitoring Officer Contribution; and
 - (b) that the Undertaker shall pay to the Council the remaining tranches of the Monitoring Officer Contribution in accordance with the details set out in Clause 3.1 of this Agreement;

SAVE THAT the Monitoring Officer Contribution is payable on terms that no part of it may be used by the Council otherwise than towards the purpose specified in this Undertaking.

**Part 6
Community Enhancement**

- 1 The Undertaker covenants with the Council:
- (a) that prior to Implementation, the Undertaker shall establish the Community Liaison Working Group ("**CLWG**") in accordance with the provisions set out in Schedule 3 (*The Community Liaison Working Group*);
 - (b) that prior to Implementation and as soon as reasonably practicable after the establishment of the CLWG, the Undertaker shall pay to the Council the first tranche of the Community Enhancement Fund Contribution;
 - (c) that the Undertaker shall pay to the Council the remaining tranches of the Community Enhancement Fund Contribution in accordance with the details set out in Clause 3.1 of this Agreement;

SAVE THAT the Community Enhancement Fund Contribution is payable on terms that no part of it may be used by the Council otherwise than towards the purpose specified in this Undertaking.

**Schedule 2
Land**

**Part 1
Existing TWUL Land**

The land shown hatched and edged in red on the Ownership Plans, and in relation to which the Undertaker is the freehold proprietor of the Existing TWUL Land registered with the Land Registry under title numbers 135234 and SGL246760.

**Part 2
DCO Land**

The land shown hatched and edged in black on the Site and Construction Phase Plans SAVE THAT the extent of the DCO Land to be bound by the obligations at Schedule 1 of this Agreement is to be confirmed within the Construction Phase Confirmatory Deed to be entered into by the Undertaker in favour of the Council pursuant to Clause 2.2 of this Agreement.

Schedule 3
The Community Liaison Working Group

1 Membership

- (a) Prior to the first meeting of the Community Liaison Working Group (the "CLWG") further to paragraph 3(c) below the Undertaker will invite each of the following organisations to provide a representative or representatives to attend the CLWG:
- (i) the Council (whose representative may if the Council so elects include the Council officer administering the Cleaner Greener Safer Fund and Community Infrastructure Project List);
 - (ii) the Undertaker's appointed project programme manager;
 - (iii) any local residents organisation or local business organisation as may be notified by the Council to the Undertaker (if the Council so elects);
 - (iv) any of the Local Schools; and
 - (v) such other individuals and/or organisations as the Undertaker or the other members of the CLWG consider it necessary to invite from time to time for the purpose of discharging the purpose and objectives of the CLWG.
- (b) The failure of any of the above organisations to nominate a representative to attend the CLWG, or the failure of that representative to attend a meeting of the CLWG, shall not prevent meetings of the CLWG being held in accordance with the terms of this Schedule.

2 The Purpose and Objectives of the Community Liaison Working Group

- (a) The purpose and objectives of the CLWG are:
- (i) to liaise on and discuss any issues relating to the construction and operational effects of the Development at Chambers Wharf (including the mitigation of such effects) and to provide to members of the CLWG information concerning:
 - (A) the programme for and the progress of construction;
 - (B) forthcoming significant activities;
 - (C) procedures for notifying the local community of their occurrence;
 - (D) changes to the construction methodology or the proposals for the Development at Chambers Wharf that have the potential to have a significant effect on the local community, including mitigation of any such effects;
 - (E) amendments to normal traffic arrangements in the vicinity of the Development at Chambers Wharf including proposals for the management of traffic during specific construction operations;
 - (F) complaints received in relation to the Development and actions taken in response;

- (G) any relevant matters relating to the Considerate Contractors Scheme; and
- (ii) to operate and administer the Community Enhancement Fund in accordance with the provisions of Schedule 4 (*The Community Enhancement Fund*).

3 Meetings

- (a) Save as provided for in paragraph 3(b) in respect of the operation and administration of the Community Enhancement Fund, the CLWG will be chaired by the Undertaker's appointed project programme manager ("**PPM**") unless otherwise agreed by the CLWG.
- (b) When meeting to consider the operation and administration of the Community Enhancement Fund the CLWG will be chaired by a representative of the Council if the Council so elects, or shall otherwise be agreed by the CLWG.
- (c) The first meeting of the CLWG will occur as soon as reasonably practicable after Implementation of the Development (subject to the CLWG agreeing a different frequency of meetings). The Undertaker will give not less than 1 (one) month's notice of the holding of that meeting to each of the organisations listed at paragraph 1(a) of this Schedule. At the same time as being provided with notice of the first meeting of the CLWG the Undertaker will issue an invitation for the organisations listed at paragraph 1(a) to identify their representative on the CLWG.
- (d) Thereafter, meetings of the CLWG will be held quarterly until the Construction Phase Completion Date (or earlier if agreed by the CLWG).
- (e) Additional meetings of the CLWG may be arranged as necessary. Scheduled meetings may be cancelled by the Undertaker with the agreement of all members of the CLWG not less than five (5) Working Days in advance of the relevant meeting.
- (f) During the Construction Phase, any member of the CLWG shall be entitled to call (on reasonable grounds) a meeting of the CLWG by giving written notice of not less than five Working Days to each member of the CLWG (except in an emergency in which case such notice can specify an appropriate shorter period). In the event that any member of the CLWG gives notice of a meeting under this paragraph, the Undertaker will arrange for that meeting to be held in accordance with the terms of this Schedule to consider the matters specified in the notice of calling the meeting as requiring discussion.
- (g) Meetings of the CLWG will be held at the Project Hub or such other location as is agreed by the members of the CLWG.
- (h) The quarterly and half yearly meetings of the CLWG to be held under the terms of this Schedule will occur on dates to be agreed at the previous meeting of the CLWG or as agreed and notified in writing by the Undertaker to members of the CLWG after the last meeting of the CLWG.
- (i) The Undertaker will prepare draft minutes of the meetings held by the CLWG within 10 Working Days of the meeting to which the minutes relate. The minutes will be circulated to all members of the CLWG. The minutes of any meeting of the CLWG will be approved at the next meeting of the CLWG after the meeting to which the minutes relate and once approved the Undertaker will publish the minutes on Project Website.
- (j) The Undertaker will circulate the draft agenda for each meeting of the CLWG 10 Working Days in advance. Members of the CLWG may notify additional agenda items

in advance of the relevant meeting of the CLWG in writing to the Undertaker. The Undertaker will include such items in the agenda for the relevant meeting of the CLWG.

- (k) The Undertaker will meet the reasonable expenses of establishing and operating the CLWG (for example refreshments, administration costs etc.) but this does not include reimbursement or payment for the time representatives of any organisation attending the CLWG spend attending meetings of the CLWG or preparing for them or undertaking follow up work and actions in relation to such meetings.

Schedule 4
The Community Enhancement Fund

1 Duration

The Community Enhancement Fund will be available for distribution in accordance with the terms of this Schedule for the period from Implementation of the DCO until the Construction Phase Completion Date (or earlier if agreed by the CLWG).

2 Purpose of the Community Enhancement Fund

(a) The Community Enhancement Fund exists to provide for specific measures to benefit the local community affected by the construction activities associated with the Development at Chambers Wharf insofar as the effects of those activities are not addressed under:

- (i) the requirements imposed on the DCO; and/or
- (ii) the planning obligations set out in this Agreement; and/or
- (iii) the planning obligations set out in the Non-Statutory Offsite Mitigation and Compensation Agreement;

which are to that extent unforeseen at the time of determination of the Application and the grant of the DCO.

(b) Exceptional expenses incurred by the CLWG in operating the Community Enhancement Fund may be reimbursed from the Community Enhancement Fund at the agreement of those members of the CLWG listed at paragraph 4(a) of this Schedule. Items which fall into this category may include by way of example (and without limitation) site visits to examples of good practice or commissioning of specialist advice beyond the expertise of any of the members of the CLWG.

(c) Awards from the Community Enhancement Fund may only be spent within the London Borough of Southwark.

3 Application for Grants from the Community Enhancement Fund

(a) The following will be entitled to make applications to the CWLG for grants from the Community Enhancement Fund to be applied for the purpose set out in their application:

- (i) Any local residents organisation or local business organisation who have been notified pursuant to paragraph 1(a)(ii) of Schedule 3 (*The Community Liaison Working Group*);
- (ii) any of the Local Schools;
- (iii) such other individuals and/or organisations as the Undertaker or the other members of the CLWG have invited to the CLWG pursuant to paragraph 1(a)(v) of Schedule 3 (*The Community Liaison Working Group*).

(b) Applications to the CWLG for grants from the Community Enhancement Fund must be made in writing and must specify at least the following information:

- (i) the identity of the person or organisation making the application;

- (ii) the project or purpose to which the grant would be applied if the application is successful, where it is located and which part of the community will benefit from it;
 - (iii) their case in support of the application having regard to the purpose for which the Community Enhancement Fund has been established as described at paragraph 2(a) of this Schedule;
 - (iv) the amount of the grant they seek from the Community Enhancement Fund (which at the application stage may be a reasonable estimate) provided that grants may not be awarded and made without final or confirmed costs being provided.
- (c) Applications must be submitted at least 4 (four) weeks in advance of the meeting of the CLWG at which the applicant wishes their application to be considered. Applications are to be submitted to the Council's representative on the CLWG who will circulate the application to the other members of the CLWG within 5 (five) Working Days of receipt of the application.
- (d) Subject to paragraph 3(c) applications will be considered at the first CLWG meeting after which the application was received provided that consideration of the application may be deferred to the next meeting of the CLWG in order to allow further time for CLWG members to consider or appraise the application before them. An application may not be deferred more than twice after which it must be determined in accordance with the provisions below (unless withdrawn by the applicant).

4 **Determination of Applications to the Community Enhancement Fund**

- (a) Applications for grants from the Community Enhancement Fund will be determined by a vote amongst the representatives of the members of the CLWG attending the meeting at which the application is considered.
- (b) Each representative of the organisations listed at paragraph 1 of Schedule 3 (*The Community Liaison Working Group*) attending a meeting shall have one vote on an application for a grant from the Community Enhancement Fund that is before them.
- (c) To be successful an application must receive a simple majority in support upon a private ballot of the CLWG members entitled to vote.
- (d) No member of the CLWG shall in the event of tied vote have a casting vote.
- (e) In the event of there being no simple majority in favour of an application then the application shall be deemed to have been refused.

5 **Payment of Awards**

- (a) Subject to paragraphs 5(a)(i) to 5(a)(iii) below awards shall not be paid from the Community Enhancement Fund totalling more than the amount of the annual tranche of the Community Enhancement Fund Contribution as specified in Clause 3.1 ("**Normal Maximum Annual Sum**") in each year following receipt of each annual tranche of the Community Enhancement Fund Contribution from the Undertaker (each year to commence on the anniversary of receipt of each tranche of the Community Enhancement Fund Contribution from the Undertaker by the Council) unless:

- (i) an application for an award from the Community Enhancement Fund exceeding the Normal Maximum Annual Sum for the year in which the application is made has been validly made to the CLWG; or
 - (ii) applications for awards from the Community Enhancement Fund the total value of which exceed the Normal Maximum Award Amount for the year in which the applications are all made have been validly made to the CLWG; and
 - (iii) those members of the CLWG at which the relevant application is considered consent to the Normal Maximum Annual Sum being exceeded and jointly request in writing payment of an award or awards exceeding the Normal Maximum Annual Sum for that year.
- (b) Provided the conditions of payment set out in paragraph 5(c) below are met the grants shall be paid from the Community Enhancement Fund in respect of applications approved in accordance with paragraphs 4 and 5(a) of this Schedule.
- (c) The "conditions of payment" are that the applicant provides to the Council written evidence that:
- (i) it has the consent of all the land owners from whom consent is necessary in order to undertake the project in respect of which the grant from the Community Enhancement Fund has been awarded; and
 - (ii) either:
 - (A) all the statutory permissions, consents and approvals that are necessary for that project to proceed have been obtained; or
 - (B) if the grant that has been awarded includes an allowance for the obtaining of such consents in the event that one or all of the required consents cannot be obtained the applicant will reimburse to the fund the balance of the grant that is made from the Community Enhancement Fund to it if and when it becomes apparent that necessary consents will not be forthcoming.

EXECUTION PAGE

Executed as a deed by **THAMES WATER**)
UTILITIES LIMITED by the affixing of its)
Common Seal in the presence of:)

J. H. [Signature]



247240

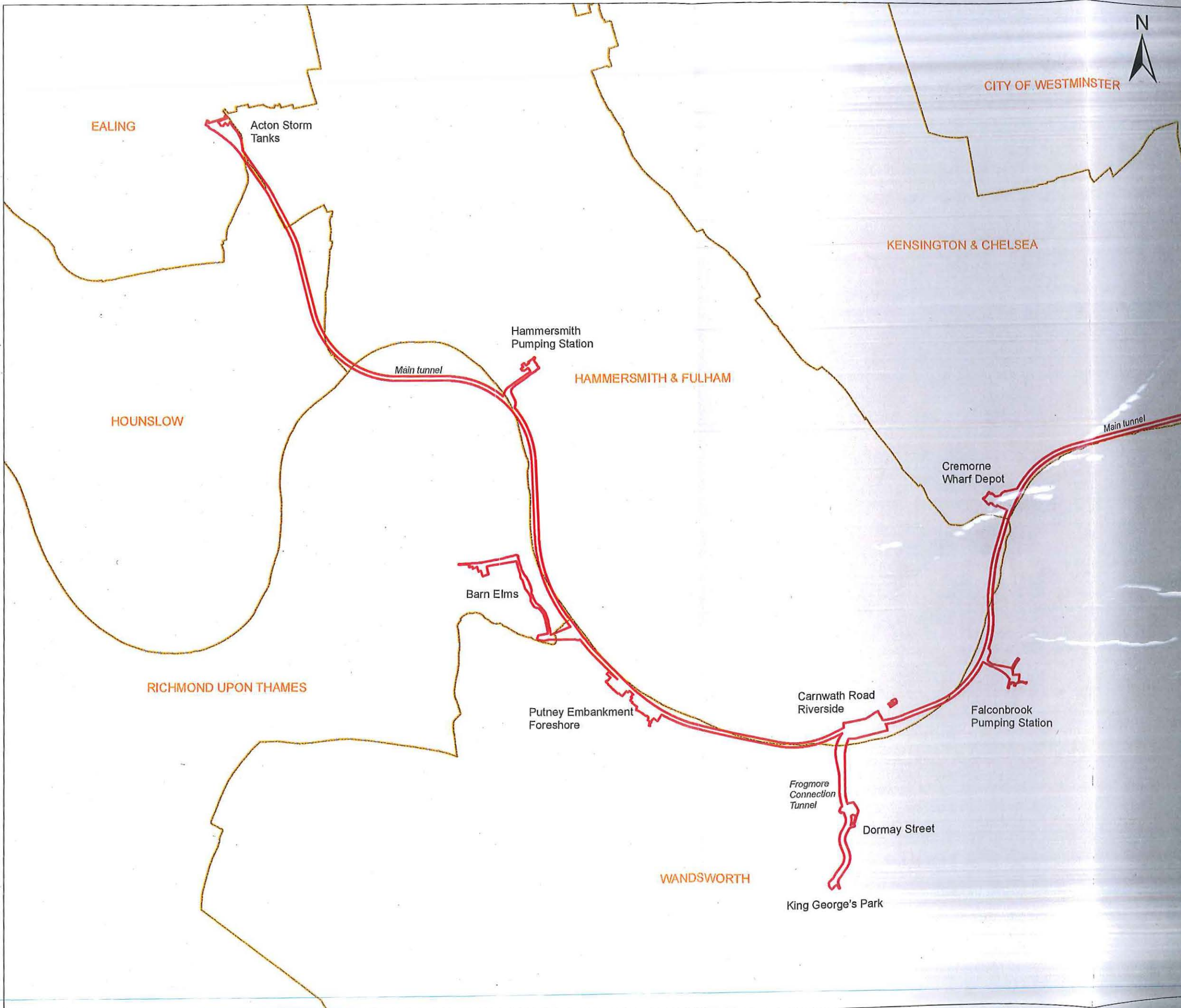
Authorised Signatory

**Appendix 1
Plans**

Overall Site Plan (Parts 1 to 4) - Plans showing Main Tunnel and Development Sites for information purposes only;

Ownership Plans – plans showing the extent of the Development Sites at Chambers Wharf and Shad Thames Pumping Station and the Existing TWUL Land;

Site and Construction Phase Plans – plans showing the extent of the Development Sites at Chambers Wharf and Shad Thames Pumping Station and the DCO Land;



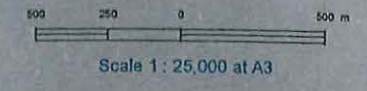
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- Key**
- Order Limits
 - Local Authority Boundary

247241

RHansen
 AUTHORIZED SIGNATORY

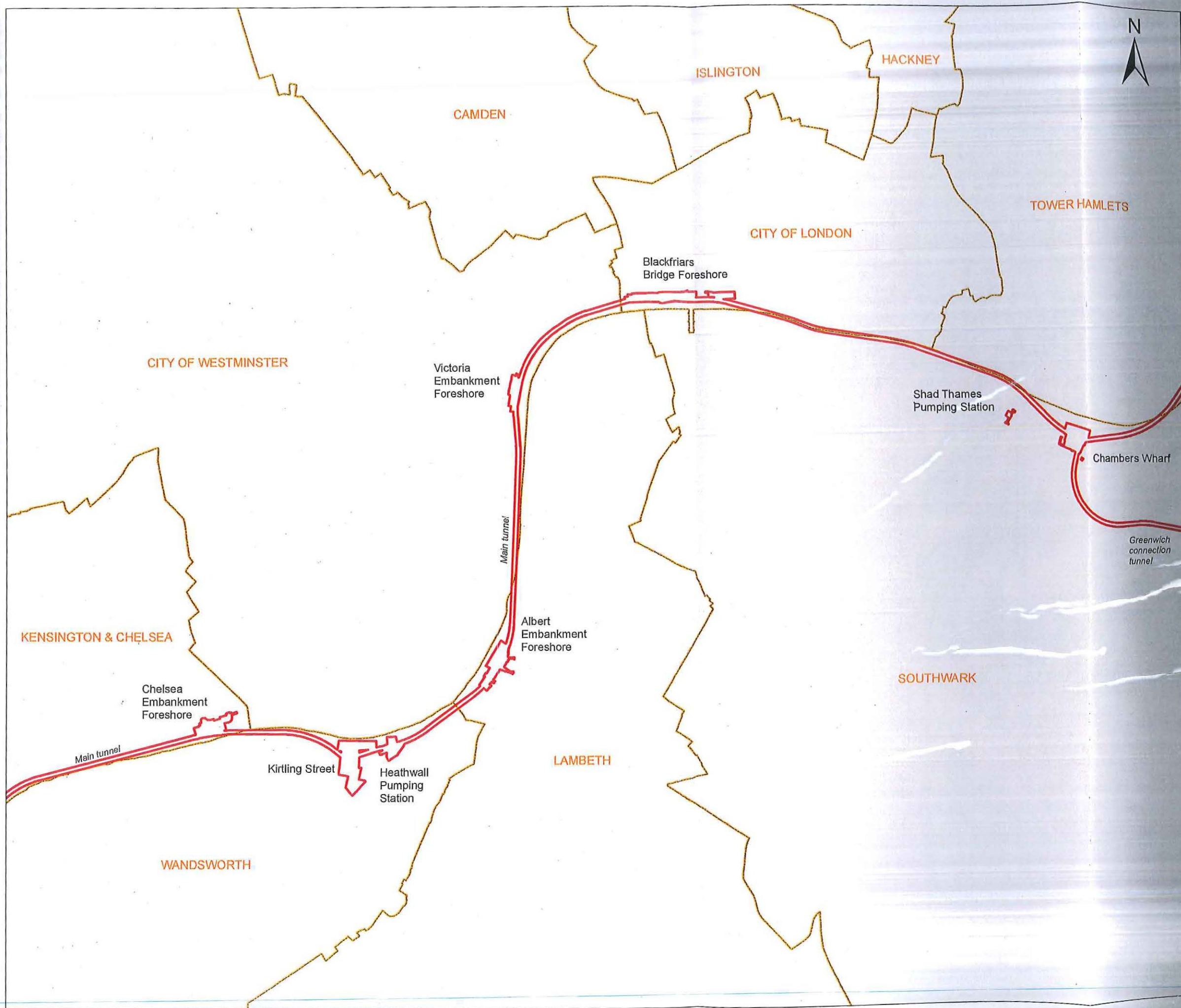


Location
Project wide

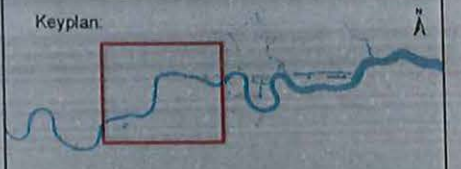
Document Information
Section 106 Agreement
 Overview Site Plan
 Part 1 of 4

1PL04-PN-00176
 December 2013





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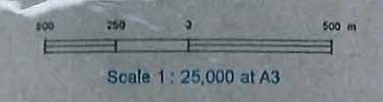


Key

- Order Limits
- Local Authority Boundary

267242

J.P.H.
 AUTHORIZED SIGNATORY

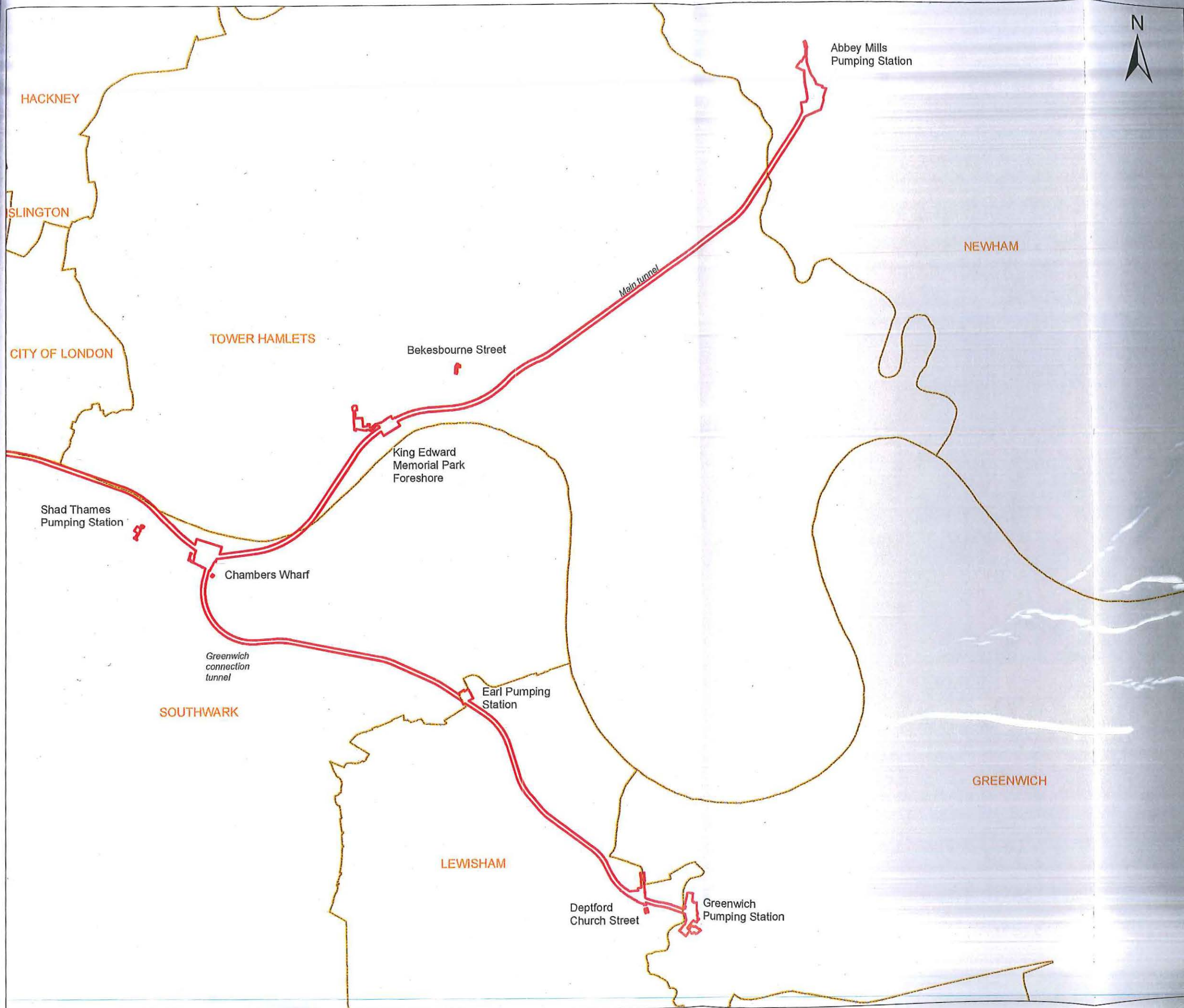


Location
 Project wide

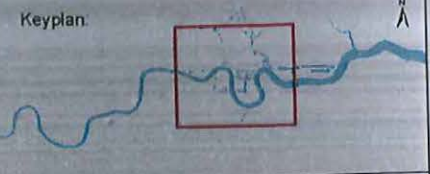
Document Information
 Section 106 Agreement
 Overview Site Plan
 Part 2 of 4

1PL04-PN-00177
 December 2013





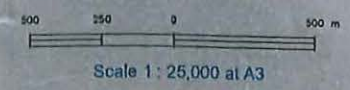
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Key
 Order Limits
 Local Authority Boundary

267263

JRH
 AUTHORIZED SIGNATORY



Location
 Project wide

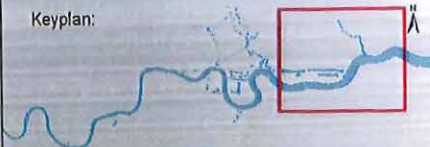
Document Information
 Section 106 Agreement
 Overview Site Plan
 Part 3 of 4

1PL04-PN-00178
 December 2013

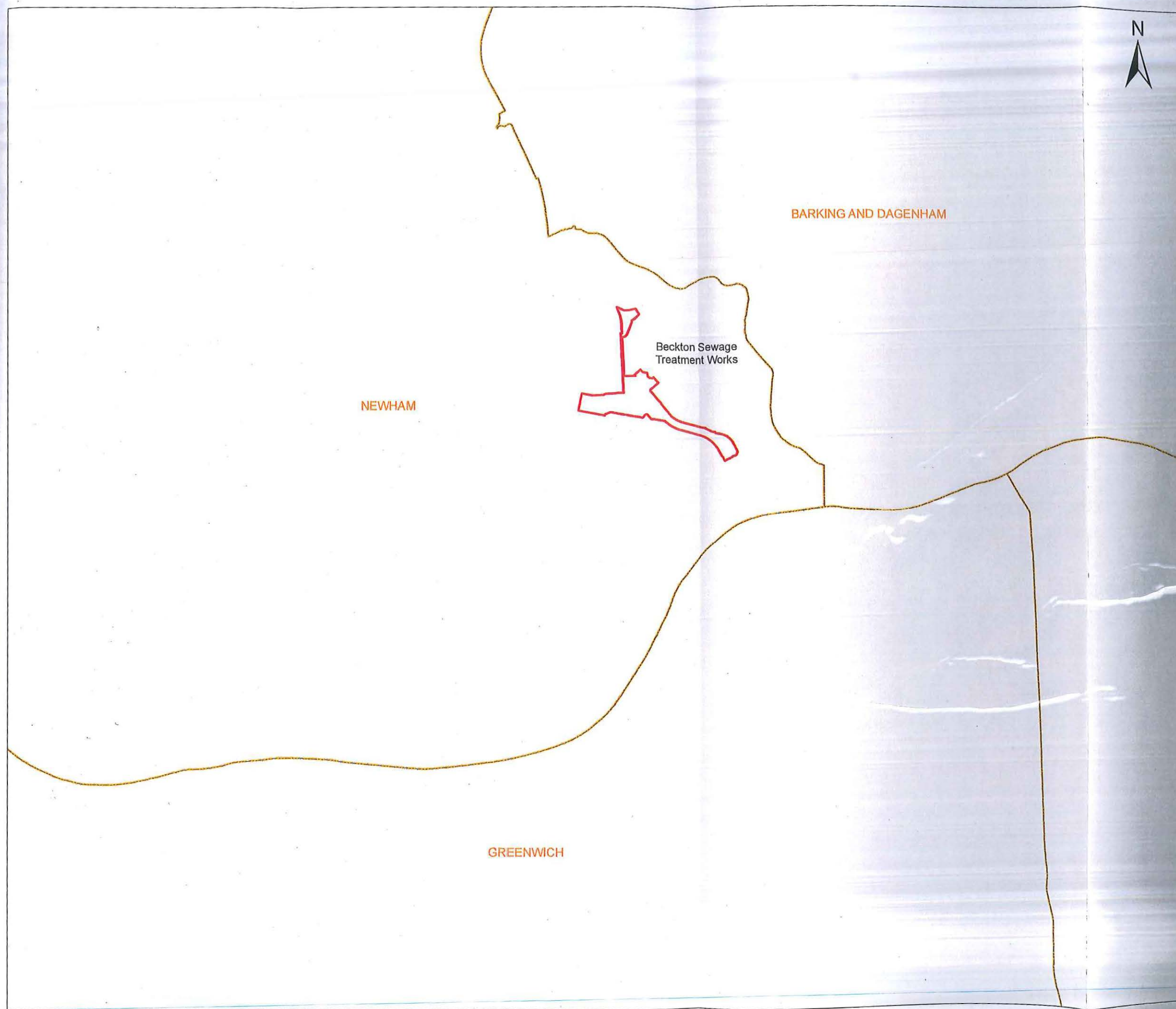




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- Key
- Order Limits
 - Local Authority Boundary



NEWHAM

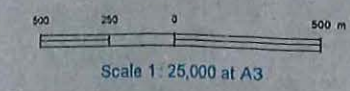
BARKING AND DAGENHAM

Beckton Sewage Treatment Works

GREENWICH

247244

J.P. Hussey
AUTHORISED SIGNATORY



Scale 1 : 25,000 at A3

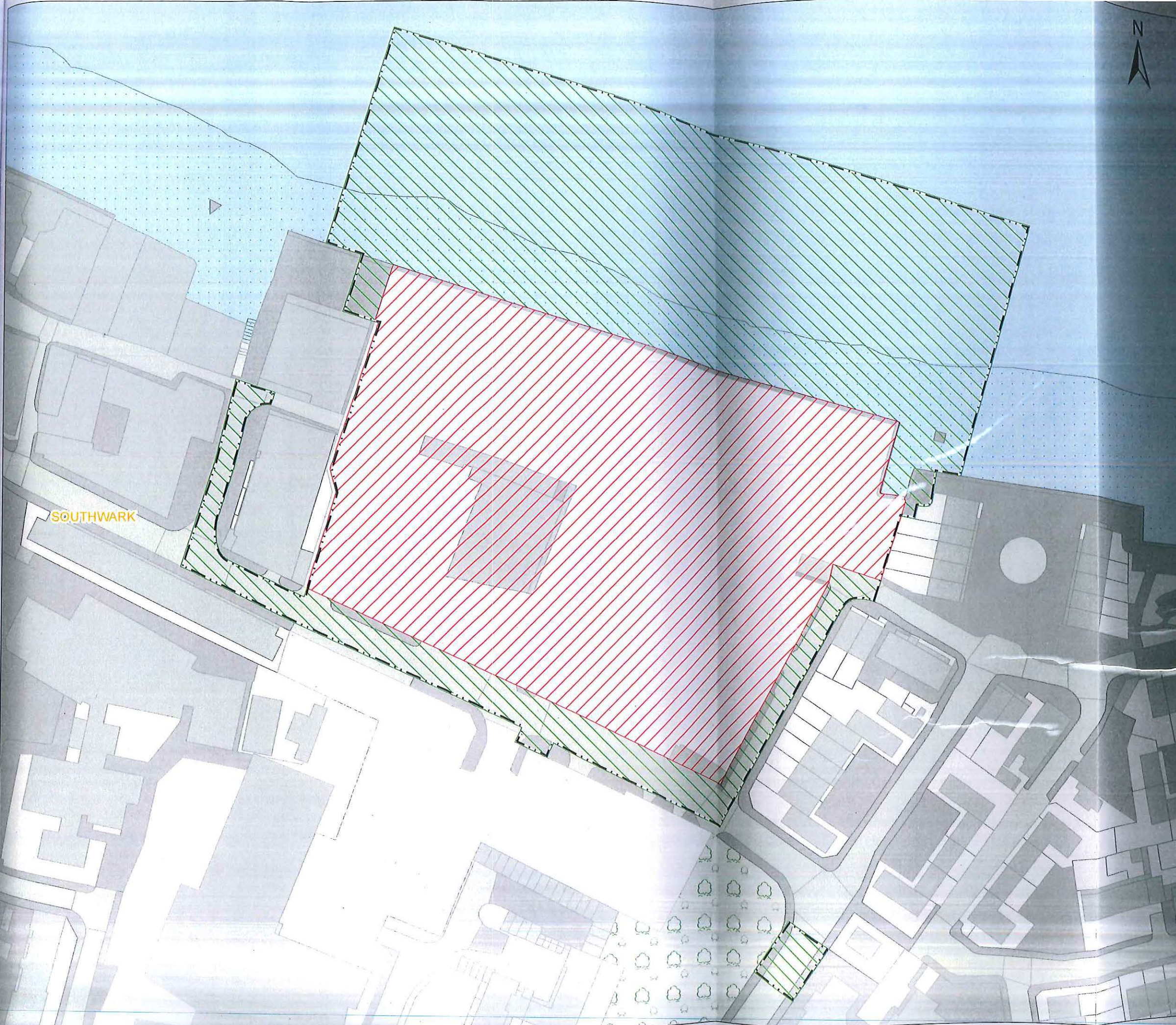
Location
Project wide

Document Information
Section 106 Agreement
Overview Site Plan
Part 4 of 4

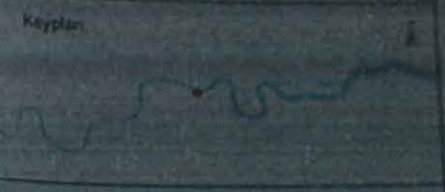
1PL04-PN-00179
December 2013

Thames Tideway Tunnel
Creating a cleaner, healthier River Thames





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- Key
- Local Authority Boundary
 - Limits of Land to be Acquired or Used
 - TWUL Owned Land
 - Land Not Owned by TWUL

24.7.13

[Signature]
 AUTHORISED SIGNATORY



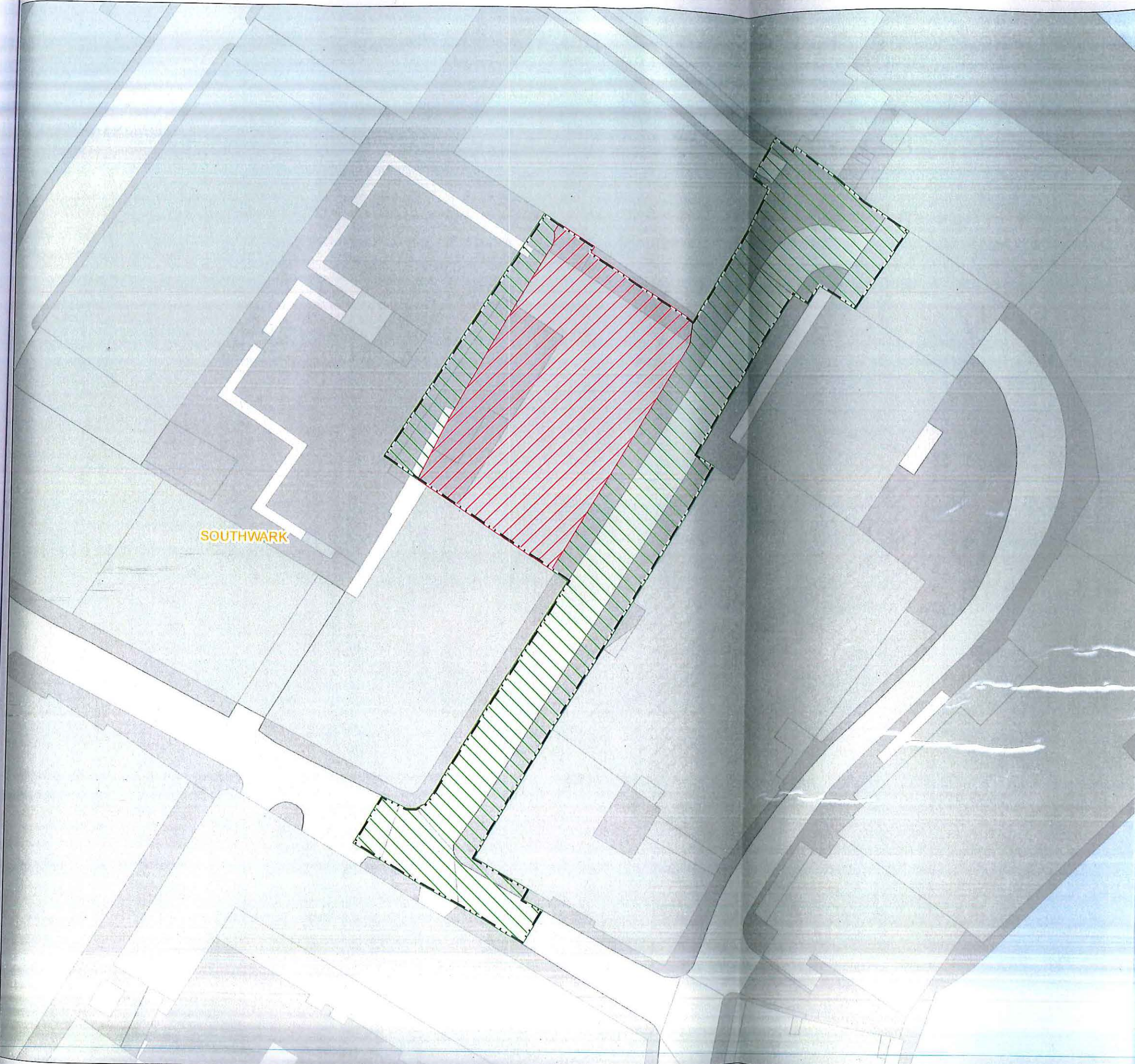
Location
Chambers Wharf
 London Borough of Southwark

Document Information
Section 106 Agreement
 Ownership Plan

1PL04-PN-00220
 December 2013

Thames Tideway Tunnel
 Creating a cleaner, healthier River Thames





Shad Thames Pumping Station
Ownership Plan
Date: 12/12/13
Drawing No: 1/PL04-PN-00219

- Key**
- Local Authority Boundary
 - Limits of Land to be Acquired or Used
 - TWAL Owned Land
 - Land Not Owned by TWAL

24/12/13

JRH

AUTHORISED SIGNATURE

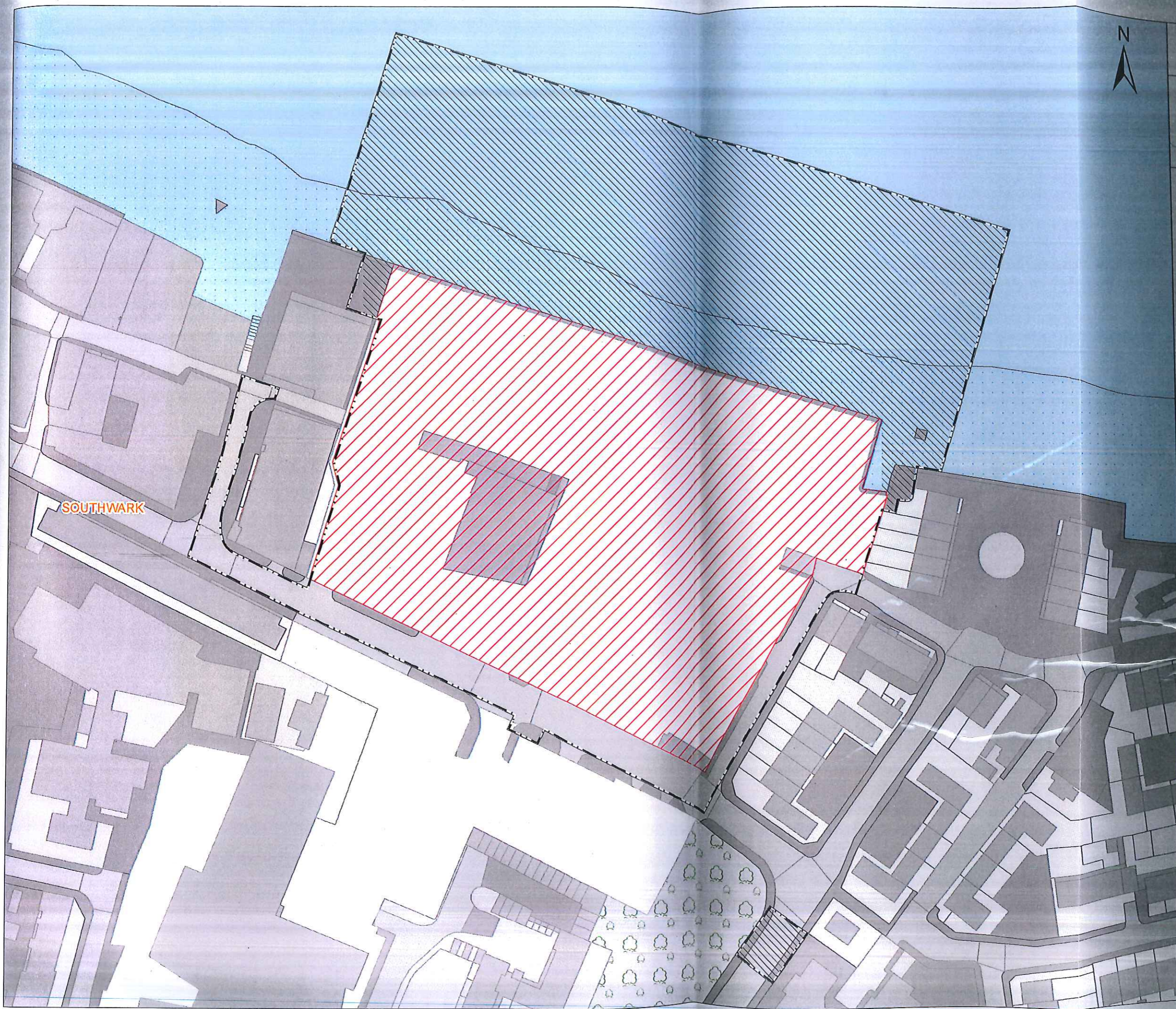
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Location
Shad Thames Pumping Station
 London Borough of Southwark

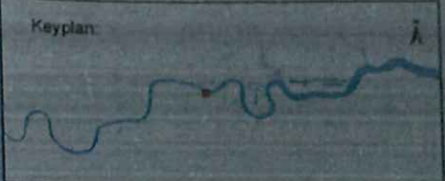
Document Information
Section 106 Agreement
 Ownership Plan

1PL04-PN-00219
 December 2013





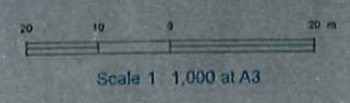
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- Key**
- Local Authority Boundary
 - Limits of Land to be Acquired or Used
 - Existing TWUL Land
 - DCO Land

247247

JL Hansford
 AUTHORIZED SIGNATORY

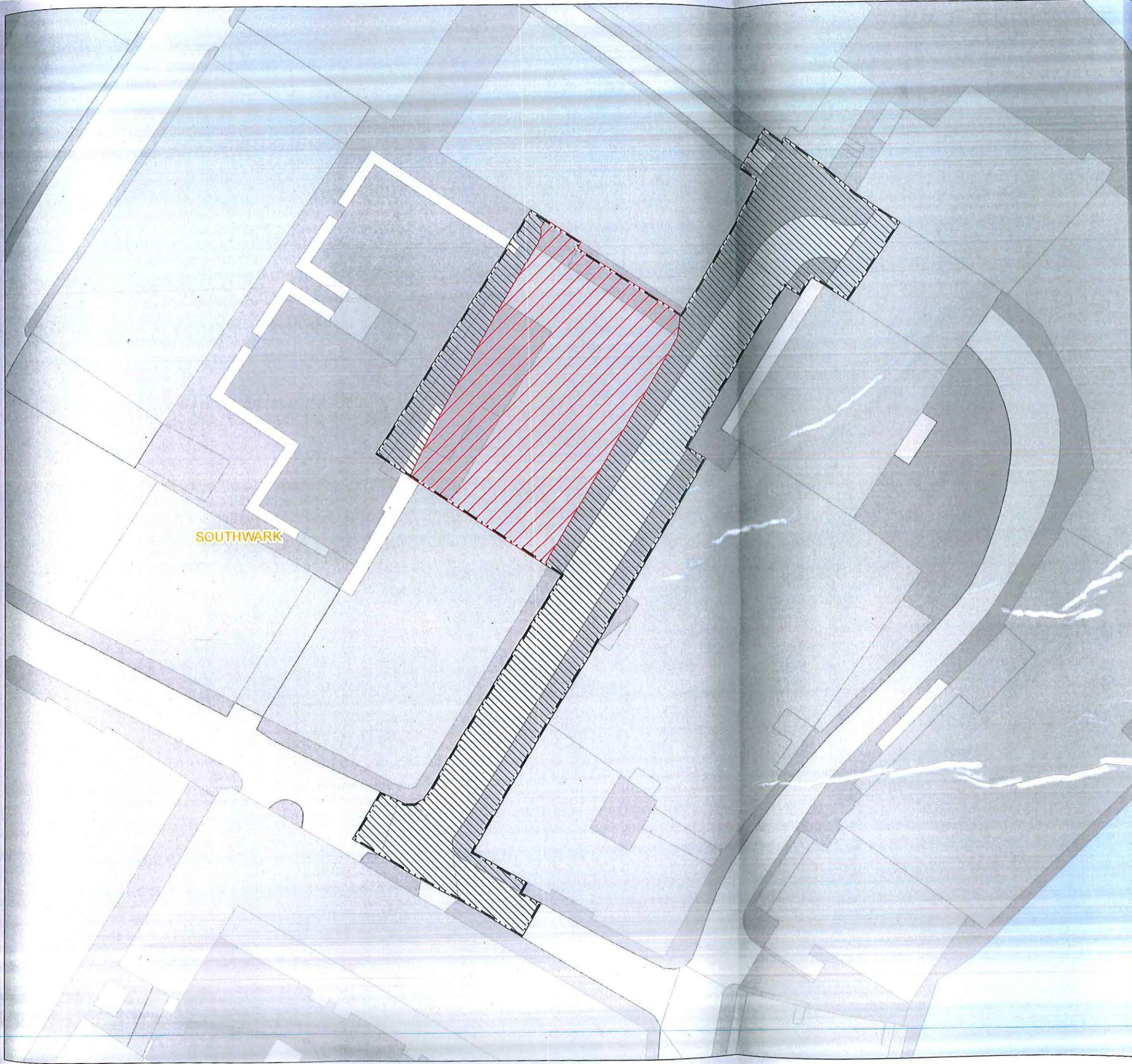


Location
Chambers Wharf
 London Borough of Southwark

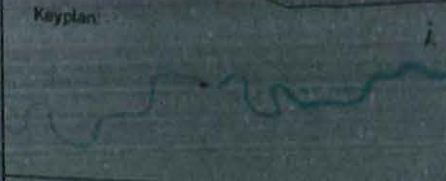
Document Information
Section 106 Agreement
 Site and Construction Phase Plan

1PL04-PN-00316
 December 2013





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- Key**
- Local Authority Boundary
 - Limits of Land to be Acquired or Used
 - Existing TWUL Land
 - DCO Land

2012/10

EM

Scale 1:500 at A

Location
Shad Thames Pumping Station
London Borough of Southwark

Document Information
Section 106 Agreement
Site and Construction Phase Plan

JPL04-PN-00315
December 2013



Appendix 2
Construction Phase Confirmatory Deed

DATE:

PARTIES

- (1) **THAMES WATER UTILITIES LIMITED**, a company incorporated in England with registered number 02366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (the "**Undertaker**") and for the purposes of this Confirmatory Deed the "**Covenantor**") [and]
- (2) [OWNERS OF FREEHOLD AND LEASEHOLD INTERESTS OTHER THAN THE OWNER OF [ADDRESSES]] ("[•] ")
- IN FAVOUR OF
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ (the "**Council**")

BACKGROUND

- (A) This Confirmatory Deed is supplemental to a planning undertaking made under section 106 of the 1990 Act by the Undertaker (1) in favour of the Council (2) (the "**Principal Deed**") on [•] and is itself made under (inter alia) the said section 106 of the 1990 Act.
- (B) This Confirmatory Deed is supplemental to the Principal Deed.
- (C) Words and phrases used in this Confirmatory Deed bear the same meaning in this Confirmatory Deed as under the Principal Deed.
- (D) Clause 2.1 of the Principal Deed provides that the planning obligations set out in the Principal Deed are to bind the Undertaker in its capacity as the owner of the Existing TWUL Land and are intended (subject to the provisions of Clauses 4, 6 and 11 of the Principal Deed) to be binding on the DCO Land and on the Undertaker's Successors to the Existing TWUL Land and the DCO Land.
- (E) Clause 2.2 of the Principal Deed provides that the Undertaker shall not implement the Development unless and until the Undertaker has executed a deed in favour of the Council so as to bind such parts of the DCO Land with the planning obligations in Schedules 1, 3 and 4 of the Principal Deed.
- (F) This Confirmatory Deed is entered into by the Undertaker [and [the other owners of freehold or leasehold interests in such parts of the Existing Land as may be necessary to enable effective enforcement of the terms of the Principal Deed]] in favour of the Council in order to bind the Qualifying Interests in such parts of the DCO Land as are vested in them with the obligations set out in Schedules 1, 3 and 4 of the Principal Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Confirmatory Deed:

[definitions to be added as necessary]

1.2 [Where in this Confirmatory Deed there are defined terms not included in clause 1.1 above then they shall have the same meaning as in clause 3.1 of the Principal Deed and clauses 3.2 to 3.9 of the Principal Deed shall apply to the interpretation of this Confirmatory Deed.] [Terms defined in this Confirmatory Deed shall have the same meaning as in Clause 3.1 of the Principal Deed unless expressly stated otherwise.]

1.3 Where provisions of the Principal Deed are deemed to be incorporated in this Confirmatory Deed reference to the Undertaker in the Principal Deed shall be deemed to be reference to the Covenantor.

2 **DECLARATION AND COVENANT**

2.1 The Covenantor declares and covenants with the Council that all its Qualifying Interests in the DCO Land as set out in the Schedule to this Agreement are bound by and subject to the obligations of the Undertaker in the Principal Deed until the Construction Phase Completion Date .

2.2 The Covenantor declares and covenants with the Council to comply with the obligations of the Undertaker in relation to the DCO Land contained in Schedules 1, 3 and 4 of the Principal Deed, (which shall be deemed to be incorporated in this Confirmatory Deed) as if the same were set out in full in this Confirmatory Deed provided that the Covenantor shall have no liability in relation to any breaches of obligations in the Principal Deed committed by others before the date of this Confirmatory Deed.

2.3 The Undertaker declares and acknowledges that the Principal Deed continues in full force and effect notwithstanding the execution of this Confirmatory Deed.

2.4 The obligations on the part of the Covenantor contained in clause 2 (Declaration and Covenant) of this Confirmatory Deed are planning obligations for the purpose of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Covenantor and so as to bind the Covenantor's interest in the DCO Land with the obligations of the Undertaker in Schedules 1, 3 and 4 of the Principal Deed.

2.5 This Confirmatory Deed is a local land charge and may be registered as such by the Council.

3 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Confirmatory Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than the Council.

This Confirmatory Deed has been entered into on the date stated at the beginning of this Confirmatory Deed.

[execution blocks to be added]

Schedule – DCO Land

The land marked [•] on the [•] plan and comprising [•]