Thames Tideway Tunnel
Thames Water Utilities Limited

Application for Development Consent
Application Reference Number: WWO10001

Examining Authority’s Second Written Round of Questions and Requests for Information
Response from Thames Water

S106 Unilateral Undertaking for Securing Noise Mitigation and Compensation Policies
Doc Ref: APP74.3
DATED [●]

THAMES WATER UTILITIES LIMITED
as the Undertaker

TO

LONDON BOROUGH OF EALING;
LONDON BOROUGH OF HOUNSLOW;
LONDON BOROUGH OF HAMMERSMITH AND FULHAM;
LONDON BOROUGH OF RICHMOND-UPON-THAMES;
THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF WANDSWORTH;
ROYAL BOROUGH OF KENSINGTON AND CHELSEA;
LONDON BOROUGH OF LAMBETH;
WESTMINSTER CITY COUNCIL;
THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON;
THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF SOUTHWARK;
LONDON BOROUGH OF LEWISHAM;
ROYAL BOROUGH OF GREENWICH;
THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF TOWER HAMLETS;
THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF NEWHAM;
LONDON LEGACY DEVELOPMENT CORPORATION
as the Councils

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

in relation to the non-statutory mitigation and compensation policies applying to the Thames Tideway Tunnel Project
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THIS UNDERTAKING is given the [*] day of [*] [20[*]]

BY

(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”)

TO

(2) THE COUNCILS as set out in Part A of Schedule 1 (Part A: The Councils) to this Undertaking (the “Councils”)

BACKGROUND

(A) The Councils are the local planning authorities for the purposes of Section 106 of the 1990 Act for the area within which the relevant part of the Land is situated.

(B) The Undertaker has a Qualifying Interest in the Land pursuant to the DCO.

(C) The Undertaker submitted the Application to the Secretary of State on 28 February 2013 and the Application was accepted by the Secretary of State on 27 March 2013.

(D) The Undertaker [entered the Original Agreement with the Councils listed in Part B of Schedule 1] in which the Undertaker covenanted to the Councils enter this Undertaking following the grant of the DCO and prior to the Implementation of the Development. The Undertaker confirmed in writing to those of the Councils not listed in Part of Schedule 1 that it would observe the terms of the Original Agreement including the covenant to enter this Undertaking following the grant of the DCO and prior to the Implementation of the Development.

(E) The DCO was made by the Secretary of State on [*].

(F) The Undertaker acknowledges that that the obligations in this Undertaking are compliant with Regulation 122 of the CIL Regulations 2010 and that they meet the following tests:-

- They are necessary to make the Development acceptable in planning terms; and

- They are directly related to the Development; and

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

(G) 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.

(H) This Undertaking is intended to be enforceable by the Councils in respect of their respective areas and subject to Clause 2, Clause 4, and Clause 6 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 and is entered into pursuant also to section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers so enabling.

1.2 The Undertaker acknowledges that the obligations contained within this Undertaking are enforceable by the Councils as local planning authority in respect of their respective areas against:

(a) The Undertaker in respect of its Qualifying Interest in the Land as bound under Clause 2 of this Undertaking; and

(b) the Undertaker's Successors to its Qualifying Interest in the Land as bound under Clause 2 of this Undertaking.

2 LAND BOUND

Subject to Clause 4 and Clause 6, the planning obligations in of this Undertaking bind the DCO Land.

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);

“Applicant” means any person, group of persons, or organisation who believes they are entitled to make a claim in accordance with the Offsite Mitigation and Compensation Policies, or who has made such a claim;

“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);

“Conditions Precedent” means the conditions contained in clause 4.1;

“Councils” means the individual local planning authorities listed in Schedule 1 (Part A: The Councils);

“Construction Phase” means the period from Implementation of the Development until the Construction Phase Completion Date;

“Construction Phase Completion Date” means the date one year after which the Undertaker ceases to have a Qualifying Interest in the DCO Land subject to the requirements in Article 34 of the DCO; [definition to be confirmed. Intention is that the obligations last until one year after the completion of construction of the Development]

“DCO” means the order granting development consent for the Development to be made under the 2008 Act pursuant to the Application;
“DCO Date” means date of the granting of the DCO;

“DCO Land” means the means the land described at Schedule 5;

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


“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 Plant;

“EAP” means the Expert Advice Panel as described in the Original Agreement;

“EHP” means the “Exceptional Hardship Procedure” dated [●] at Appendix 3 and any approved amendments;

“IAS” means the Independent Advisory Service as described in the Original Agreement;

“ICP” means the Independent Compensation Panel as described in the Original Agreement;

“Implementation” means commencement of development pursuant to the DCO by the carrying out of a “material operation” (as defined in section 56(4) of the 1990 Act) save that for the purposes of this Agreement the term shall not include works of demolition, surveys, site clearance, site preparation and/or site set-up works, and works of archaeological or ground investigation or remediation (and in this Agreement “Implement” and “Implemented” shall be construed accordingly);

“Judicial Review” means judicial review of a decision by the Secretary of State to grant the DCO in respect of the Development brought further to section 118 of the 2008 Act;;

“Land” means the land described in Clause 2 of this Undertaking;

“Main Tunnel” means works nos. 1a to 1d at Schedule 1 to the DCO;

“Main Tunnel Drive Sites” means the main tunnel drive sites at Carnwath Road Riverside, Kirtling Street, Chambers Wharf and Greenwich Pumping Station;
“Necessary Consents” means any landowner, tenant, statutory or other consents required or necessary for the lawful carrying out of the mitigation and compensation measures pursuant to the NSOMCP;

“NSOMCP” means the paper entitled ‘Non-Statutory Offsite Mitigation and Compensation Policy’ dated [●] at Schedule 4 and any approved amendments;

“NSOMCP Process Timescales” means such timescales and deadlines for the offering of mitigation and compensation measures as set out in the NSOMCP;

“Occupation” means occupation for the purposes of the Development but does not include occupation for the purposes of fitting out, decoration, marketing, staff training or site security (and “Occupy” and “Occupying” shall be construed accordingly);

“Offsite Mitigation and Compensation Measures Reporting Protocol” means the protocol as described at Schedule 2Part 3;

“Offsite Mitigation and Compensation Policies” means the SIP, the EHP and the NSOMCP;

“Offsite Mitigation and Compensation Policies Publicity Plan” means the plan described in Schedule 3;

“Original Agreement” means the agreement at Appendix 1 which it entered with the Councils detailed in Part B of Schedule 1 and in respect of which it indicated in writing to the remaining Councils not listed on Part B of Schedule 1 that it would observe the obligations in that Agreement including the obligation to enter this Undertaking and the other obligations set out in Clause 2 and Schedule 2 of the Original Agreement;

“Plans” means the plans attached to this Agreement and comprising the Overview Site Plan (Parts 1 to 4), and the Site and Construction Phase Plans as set out in Appendix 1;

“Project Website” means the website set up and maintained by the Undertaker in respect of the Development;

“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 Developer’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;

“Relevant Parties” means any person, group of persons or organisations entitled to mitigation under the Mitigation Policies or any Applicants;

“SIP” means the paper entitled “Settlement Information Paper” dated [●] at Appendix 2 and any approved amendments;

“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;

“Undertaker” means Thames Water Utilities Limited and any Successors and statutory assignees;
“Undertaking” means this unilateral undertaking under section 106 of the 1990 Act.

“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 Successors and its respective successors in respect of its Qualifying Interest in 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 of the DCO;

3.4 References in this Undertaking to the “Councils” shall include any successor to their functions as local planning authorities.

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.

4 CONDITIONALITY [TO BE CONFIRMED]

4.1 The obligations in this Undertaking are unless otherwise specified conditional upon Implementation of the DCO by the Undertaker or a person authorised by it.

4.2 The obligations contained in Part [●] of Schedule 2 [and Clause 5.1)] of this Undertaking are effective from the date of this Undertaking.

5 UNDERTAKER’S COVENANTS

5.1 The Undertaker COVENANTS with the Councils that it will observe and perform the covenants on its part contained in Schedule 2.

5.2 The Undertaker acknowledges that the obligations on the part of the Undertaker contained in this Clause 5 (Undertaker’s Covenants) are planning obligations for the purpose of section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Undertaker in respective of their respective areas and so as to bind the Undertaker’s interest in the DCO Land with the obligations of the Undertaker in Schedule 2 of the Original Agreement.

6 RELEASE AND LAPSE

6.1 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. [wording to be confirmed]
6.2 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 Judicial Review (or any other successful legal challenge) (in which case any money paid to the Councils pursuant to an obligation in this Undertaking shall be returned to the Undertaker).

6.3 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.

6.4 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 6.1 in (*mutatis mutandis*) the same way as the Undertaker.

6.5 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.

6.6 Upon the performance discharge or other fulfilment of the covenant obligations (or any of them) of the Undertaker, any Successor, or the Councils under the terms of this Undertaking such covenant obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.

6.7 Upon the Construction Phase Completion Date the Undertaker shall cease to be liable to comply with any of its obligations in Schedule 2 and shall from that date cease to be liable for any breach of the same save for any antecedent breach relating to these obligations.

7 LOCAL LAND CHARGE

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

8 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.

9 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 and for the avoidance of any doubt the terms of the Undertaking may be varied by agreement between the parties without the consent of any third party being required.
NOTICES

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

(a) on the Councils at the address and using the service details shown in Part A of Schedule 1 (Part A: The Councils) and shall be marked for the attention of the person specified in Paragraph 1 to 14 of Part A of Schedule 1; and

(b) on the Developer at the address shown above marked “For the attention of [●]” [and bearing reference “[●]”];

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 Clause 10.1(a) to Clause 10.1(b) above.

10.2 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.

DISPUTE RESOLUTION

11.1 In the event of any dispute or difference arising between the parties arising out of this Undertaking such dispute or difference may be referred to an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications.

11.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the expert to be appointed pursuant to Clause 11.1, or as to the appropriate professional body, within ten Working Days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the expert to be appointed pursuant to Clause 11.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference. Such solicitor shall act as an expert and his decision as to the professional qualifications of such person, or as to the appropriate professional body, shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

11.3 The expert shall act as an expert and not as an arbitrator.

11.4 The expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty-six Working Days from the date of his appointment to act.
11.5 The expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further fifteen Working Days in respect of any such submission and material and the expert's decision shall be given in writing within twenty Working Days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest material error the expert's decision shall be final and binding on the said parties.

11.6 The expert may award the costs of the dispute resolution in such proportions as he see fit but in the absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares.

12 COMMUNITY INFRASTRUCTURE LEVY

If after the date of this Undertaking there shall be enacted any “tax” related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Undertaking or under any condition attached to the Permission change or that the Undertaker must pay a sum to any person (whether HM Government or to the Councils or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Undertaking then the terms of this Undertaking may at the election of the party affected be modified to such extent (if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Undertaking as at the date that they are entered into.

13 APPROVALS

The obligations given in this Undertaking are provided on the condition that where under this Undertaking any approval, agreement or other form of consent, waiver or endorsement is required from the Councils it shall not be unreasonably withheld or delayed and if it is unreasonably withheld or delayed, it shall be deemed to have been given save where expressly stated otherwise in this Undertaking.

14 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
Part A: The Councils

1. **LONDON BOROUGH OF EALING** of Perceval House, 14-16 Uxbridge Road, Ealing, London, W5 2HL, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

2. **LONDON BOROUGH OF HOUNSLOW** of Civic Centre, Lampton Road, Hounslow, Middlesex TW3 4DN and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

3. **LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of Town Hall, King Street, Hammersmith, London W6 9JU, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

4. **LONDON BOROUGH OF RICHMOND-UPON-THAMES** of Civic Centre, 44 York Street, Twickenham, Middlesex TW1 3BZ and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of Town Hall, Wandsworth High Street, London SW18 2PU, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

6. **ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of Town Hall, Hornton Street, London W8 7NX, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

7. **LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London SW2 1RW, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

8. **WESTMINSTER CITY COUNCIL** of City Hall, 64 Victoria Street, London SW1E 6QP, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

9. **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of Guildhall, PO Box 270, London, EC2P 2EJ, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

10. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

11. **LONDON BOROUGH OF LEWISHAM** of Laurence House, Catford Road, SE6 4RU, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

12. **ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street, Woolwich, London SE18 6PW, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”;

13. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of the Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”; and
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM of Newham Dockside, 1000 Dockside Road, London E16 2QU”, and for the purposes of notices under Clause 10 of this Undertaking these are to be marked “To the Attention of [●]”.

THE LONDON LEGACY DEVELOPMENT CORPORATION.

Part B: The Councils with whom the Undertaker entered the Original Agreement

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Schedule 2
Undertaker’s Covenants

Part 1
Compliance with the Original Agreement and the Offsite Mitigation and Compensation Policies

1 The Undertaker covenants with the Councils that it shall comply with its obligations set out in the Clause 2 and Schedule 2 of the Original Agreement (which shall be deemed to be incorporated in this Undertaking) as if the same were set out in full in this Undertaking.

2 In carrying out the Development and throughout the Construction Phase the Undertaker covenants with the Councils:

(a) To comply with the terms of the following policies:

(i) The SIP;

(ii) The EHP; and

(iii) The NSOMCP;

(b) Not to cause or permit the commencement of any individual work or works forming part of the Development in respect of which mitigation or compensation measures are required to be implemented further to the NSOMCP unless and until those measures have been fully implemented further to the terms of the NSOMCP PROVIDED THAT where the Undertaking has complied with the NSOMCP Process Timescales this restriction shall not apply where:

(i) any person entitled to the measures fails to comply with the NSOMCP Process Timescales;

(ii) any owner or occupier of the property which qualifies for mitigation or compensation measures objects to such measures being completed;

(iii) access to property for the purpose of completing the mitigation or compensation measures is refused or unreasonably delayed beyond the deadlines set in the NSOMCP Process Timescales by the owner or occupier of the property to which access is required;

(iv) the owner or occupier of the property which qualifies for mitigation or compensation measures confirms in writing to the Undertaker that they do not wish those measures to be provided;

(v) any Necessary Consents required for the completion of works are not forthcoming, which for the purposes of this Undertaking shall mean received the relevant organisation or authority within the timescales set for such consents and for which the Undertaking shall have no obligation to appeal; or

(vi) any owner or occupier of the property refuses to be re-housed in circumstances where that is the mitigation or compensation that they would be due under the terms of the NSOMCP,
and for the avoidance of doubt the Developer shall not be prevented under this paragraph from commencing or carrying out any works forming part of the Development where no such mitigation or compensation measures are required under the NSOCMP;

Part 2
The Offsite Mitigation and Compensation Policies Publicity Plan

1 The Undertaker shall within three months of the DCO Date submit to the ICP for approval a proposed plan for publicity of the availability and details of the Offsite Mitigation and Compensation Policies.

2 Prior to submitting the Offsite Mitigation and Compensation Policies Publicity Plan to the ICP for approval the Undertaker will:

(a) consult the Councils on the terms of the proposed Offsite Mitigation and Compensation Policies Publicity Plan and shall give them not less than 10 working days to comment on the proposed Offsite Mitigation and Compensation Policies Publicity Plan;

(b) take reasonable account of any comments on the Offsite Mitigation and Compensation Policies Publicity Plan received from Councils prior to it submitting the proposed final plan to the ICP for approval;

(c) include with the proposed Offsite Mitigation and Compensation Policies Publicity Plan submitted to the ICP for approval a summary of any comments received from the Councils and the account taken of them by the Undertaker in finalising the plan as submitted for approval;

3 The Undertaking shall implement the Offsite Mitigation and Compensation Policies Publicity Plan as approved by the ICP.

Part 3
Offsite Mitigation and Compensation Measures Reporting Protocol

1 The Undertaking covenants to the Councils that it will comply with the Offsite Mitigation and Compensation Measures Reporting Protocol.
Schedule 3
Offsite Mitigation and Compensation Policies Publicity Plan

Objectives

1  The objective of the Offsite Mitigation and Compensation Policies Publicity Plan is to raise awareness in communities in the vicinity of Development Sites of:

(a)  the content of the Offsite Mitigation and Compensation Policies;
(b)  the mitigation and compensation and other measures that are contained within Offsite Mitigation and Compensation Policies and procedures and how they are intended to mitigate or compensate for the adverse effects the Development may have on Relevant Parties;
(c)  how those mitigation and compensation and other measures will be made available or may be secured;
(d)  the availability of the IAS and how advice may be obtained;
(e)  the role and function of the ICP and how it operates;
(f)  how applications may be made to the ICP or how disputes requiring their attention may be referred to the ICP;
(g)  proposals for continuing publicity of the matters covered in paragraph 1(a) to paragraph 1(f) above during the Construction Phase.

2  The Offsite Mitigation and Compensation Policies Publicity Plan shall:

(a)  set out proposals to ensure that the information and objectives in paragraph 1 of this Schedule are made available to hard-to-reach groups and for those individuals for whom English is not their first language;
(b)  confirm that the Offsite Mitigation and Compensation Policies will be published on the Project Website, and will be updated as necessary; and
(c)  confirm the Undertaker’s proposals for ensuring awareness of the Offsite Mitigation and Compensation Policies by the Citizens Advice Bureaus, Ward Councillors, MPs and Council officers in the Development Boroughs.
Schedule 4

Offsite Mitigation and Compensation Measures Reporting Protocol

1 The Undertaker will require the ICP to provide:

(a) a monthly written report to the Undertaker and with a copy to the Councils and the IAS on its activities, on any decisions made, and on any recommendations relating to the amendment of the Offsite Mitigation and Compensation Policies;

(b) a summary report to the Undertaker and with a copy to the Councils on its main activities annually (or at such interval as agreed between the Undertaking and the ICP);

2 The Undertaker will provide the Councils, the ICP and the IAS with a monthly written report on its activities in relation to compliance with the Offsite Mitigation and Compensation Policies, and on any changes or amendments made to those policies;

3 The Undertaker will publish the monthly and annual reports prepared by the ICP on the Project Website.
Schedule 5
DCO Land

The DCO Land is the land edged in the dotted black line and labelled “Limits of Land to be Acquired or Used” on the Site and Construction Phase Plans.
EXECUTION PAGE

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

Authorised Signatory
Appendix 1
Plans

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

Site and Construction Phase Plans – 24 (twenty four) plans showing the Limits of the Land to be Acquired or Used which for the purposes of this Undertaking is the DCO Land.
Appendix 2
Settlement Information Paper
Appendix 3
Exceptional Hardship Procedure
Appendix 4
Non-Statutory Offsite Mitigation and Compensation Policies
Appendix 5
Original Agreement
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