DATED [●]

THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON
as the Council

THAMES WATER UTILITIES LIMITED
as the Developer

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

in relation to the development at Blackfriars Bridge Foreshore
## Contents

### Clause Name Page

<table>
<thead>
<tr>
<th>Clause</th>
<th>Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statutory Powers.</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Land Bound.</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Interpretation.</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Conditionality.</td>
<td>6</td>
</tr>
<tr>
<td>5</td>
<td>Developer's Covenants.</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>Council's Covenants.</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>Legal Costs.</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>Interest On Late Payments.</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>VAT</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>Community Infrastructure Levy.</td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>Method of Payments.</td>
<td>7</td>
</tr>
<tr>
<td>12</td>
<td>Release and Lapse.</td>
<td>7</td>
</tr>
<tr>
<td>13</td>
<td>Local Land Charges.</td>
<td>8</td>
</tr>
<tr>
<td>15</td>
<td>No Fetter On Discretion.</td>
<td>9</td>
</tr>
<tr>
<td>16</td>
<td>Severability.</td>
<td>9</td>
</tr>
<tr>
<td>17</td>
<td>Contracts (Rights of Third Parties) Act 1999</td>
<td>9</td>
</tr>
<tr>
<td>18</td>
<td>Waiver</td>
<td>9</td>
</tr>
<tr>
<td>19</td>
<td>Dispute Resolution</td>
<td>9</td>
</tr>
<tr>
<td>20</td>
<td>Jurisdiction</td>
<td>10</td>
</tr>
<tr>
<td>21</td>
<td>Counterparts.</td>
<td>10</td>
</tr>
</tbody>
</table>

### Schedule Name Page

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Developer's Covenants.</td>
<td>11</td>
</tr>
<tr>
<td>1</td>
<td>Part 1 Employment and Skills.</td>
<td>11</td>
</tr>
<tr>
<td>1</td>
<td>Part 2 Public Realm</td>
<td>13</td>
</tr>
<tr>
<td>1</td>
<td>Part 3 Maintenance of the Public Realm</td>
<td>16</td>
</tr>
<tr>
<td>2</td>
<td>Council's Covenants.</td>
<td>17</td>
</tr>
<tr>
<td>3</td>
<td>Public Realm Maintenance Plan.</td>
<td>18</td>
</tr>
<tr>
<td>4</td>
<td>Land</td>
<td>23</td>
</tr>
<tr>
<td>4</td>
<td>Part 1 Error! Reference source not found... Error! Bookmark not defined.</td>
<td>23</td>
</tr>
<tr>
<td>4</td>
<td>Part 2 Future TWUL Land</td>
<td>23</td>
</tr>
</tbody>
</table>

### Execution Page

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plans</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Operational Confirmatory Deed.</td>
<td>26</td>
</tr>
</tbody>
</table>
DATED [●]

PARTIES

(1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of Guildhall, PO Box 270, London, EC2P 2EJ (the “Council”)

(2) 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 “Developer”)

(3) [Additional parties if necessary, e.g. guarantor/surety, landlord, mortgagee, option holder etc (the “[●]”)]

BACKGROUND

(A) The Council is the relevant planning authority for the purposes of section 106 of the 1990 Act for the area within which the Land is situated.

(B) [Recite ownership details for the Land].

(C) The Developer 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 Council is satisfied that the obligations in this Agreement 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.

(E) The Developer has agreed that the Development shall be carried out only in accordance with the DCO and the rights and obligations set out in this Agreement.

(F) The Developer and the Council entered in a deed of agreement under which they agreed to enter into this Agreement subject to the satisfaction of certain conditions, and those conditions have now been satisfied.

(G) This Agreement is intended to be enforceable by the Council and subject to Clause 2 (Land Bound), Clause 4 (Conditionality) and Clause 12 (Release and Lapse) to be binding on the Developer, and on the Land, and the Developer’s Successors to that land.

(H) The DCO was made by the Secretary of State on [●].
OPERATIVE PROVISIONS

1  STATUTORY POWERS

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

1.2 It is acknowledged by the parties that the obligations contained within this
Agreement are enforceable by the Council as local planning authority against:

1.2.1 The Developer in respect of its Qualifying Interest in the Land as bound under
Clause 2 (Land Bound) of this Agreement; and

1.2.2 the Developer’s Successors to its Qualifying Interest in the Land as bound under
Clause 2 (Land Bound) of this Agreement.

2  LAND BOUND

2.1 Subject to Clause 4 (Conditionality), Clause 12 (Release and Lapse) and
Clause 7 (Legal Costs):

2.1.1 The planning obligations in Schedule 1, Part 1 (Employment and Skills) of this
Agreement bind the DCO Land until the Construction Phase Completion Date; and

2.1.2 The planning obligations in Schedule 1, Part 2 (Public Realm) and Schedule 1, Part
3 (Maintenance of the Public Realm) of this Agreement are intended to bind the
Future TWUL Land.

Operation of the Development

2.2 The Developer shall notify the Council in writing of the intended Construction Phase
Completion Date.

2.3 Where the Developer acquires part or all of the Permanent Works Land the Developer
covenants to the Council that on or prior to the Construction Phase Completion Date
it will enter into an agreement ("Operational Confirmatory Deed") with the
Council for the purposes of ensuring that the Future TWUL Land will form part of the
Land for the purposes of this Agreement) is bound by the obligations set out in
Schedule 1 of this Agreement.

2.4 The Council agrees and acknowledges that it will enter into a further agreement
anticipated by Clause 2.3 if and when requested to do so by the Developer.

2.5 The Developer covenants to the Council that it shall not dispose of its Qualifying
Interests in the DCO Land until it has entered into the Operational Confirmatory Deed
in accordance with Clause 2.3 of this Agreement.

3  INTERPRETATION

3.1 In this Agreement 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 or on behalf of the Developer to the Secretary of State to which the Secretary of State has allocated reference number WW0100011;

“City Walkway” means a city walkway as defined in section 4 of the 1967 Act;

“Council” means The Mayor and Commonalty and Citizens of the City of London;

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

“Construction Phase Completion Date” means the date at which the Developer ceases to have a Qualifying Interest in the DCO Land subject to the requirements in Article 34 of the DCO;

“Contractor” means for the purposes of this Agreement the contractor appointed to carry out the works comprising the Development at the Development Sites located at Blackfriars Bridge Foreshore;

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

“DCO Land” means the land shown hatched and edged in black on the Site and Construction Plan and described in Schedule 4, Part 1 (Error! Reference source not found.);

“Developer” means Thames Water Utilities Limited and any Successors and statutory assignees;

“Development” means 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;

“Future TWUL Land” means such part of the Permanent Acquisition Land as shown shaded dark grey and edged in red on the Site and Operational Land Plan and described in Schedule 4, Part 2 (Future TWUL Land);

“GLA” means the Greater London Authority;
“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 and works of archaeological or ground investigation or remediation (and in this Agreement “Implement” and “Implemented” shall be construed accordingly);

“Land” means the land described in Clause 2 (Land Bound) of this Agreement;

“Local Labour Report” means a written monitoring report (based on averages over the [3][6] 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 who are living within the Development Boroughs;

(b) 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;

(c) the percentage of those recruited, employed, engaged and/or hired under the Contractor’s construction package who are living within the Development Boroughs;

(d) 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); and;

(e) 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 Developer

(f) rates of staff turnover and conversion rates of apprentices into ongoing employment by the Contractor;

(g) 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;

(h) assessment of performance against the approved Training and Employment Skills Plan;

(i) an assessment on their future employee requirements; and

(j) such information relating to the procurement of local goods and services as agreed in writing with the Developer to inform the Summary Local Labour and Services Report;

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

“Main Tunnel Drive Sites” means the worksites at Carnwath Road Riverside, Kirtling Street, Chambers Wharf and Greenwich Pumping Station;
“Operational Confirmatory Deed” means a Deed substantially in the form of that set out at Appendix 2;

“Permanent Acquisition Land” means that part of the DCO Land which is defined for permanent acquisition in the DCO;

“PLA” means the Port of London Authority;

“Plan” means the plans attached to this Agreement and comprising the [overview Site Plan (Part 1 to 3), the Ownership Plan, the Site and Construction Plan, and the Site and Operational Plan];

“Project Hub” means an allocated space within the Main Drive Site at Chambers Wharf provided for the Contractor which provides space health and safety and basic skills classes and as a base for community liaison and outreach activities and for the SEM and SCEM;

“Public Realm” means that part of the Land which the Developer identifies for public use subject to the provisions of Schedule 1, Part 2 (Public Realm);

“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 interested in the DCO Land for the purposes of Section 106(1) of the 1990 Act;

“SCEM” means Supply Chain Engagement Manager as set out in more detail in Schedule 1, Part 1 (Employment and Skills);

“SEM” means Skills and Employment Manager as set out in more detail in Schedule 1, Part 1 (Employment and Skills);

“Successor” means any person deriving title from the Developer 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 summarising the contents of the Labour Reports produced over the preceding 6 (six) month period against the whole of the Development, and providing such information on the procurement of local goods and services as set out in Schedule 1, Part 1 (Employment and Skills);

“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);

“Training and Employment Skills Plan” means the plan produced by the Contractor in accordance with in Schedule 1, Part 1 (Employment and Skills);

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

3.2 References in this Agreement to the “Developer” 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 Agreement to the “Council” shall include any successor to its functions as local planning authority.

3.5 References in this Agreement 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 Agreement are for convenience only and do not form part of the Agreement.

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 Agreement.

3.8 References to the singular shall include the plural and vice versa.

4 CONDITIONALITY

The obligations in this Agreement (save for the covenant in Clause 7 (Legal Costs)) are unless otherwise specified conditional upon:

4.1 the grant of the DCO; and

4.2 Implementation of the DCO by the Developer or a person authorised by it.

5 DEVELOPER’S COVENANTS

The Developer COVENANTS with the Council that it will observe and perform the covenants on its part contained in Schedule 1 (Developer’s Covenants).

6 COUNCIL’S COVENANTS

The Council COVENANTS with the Developer that it will observe and perform the covenants on its part contained in Schedule 2 (Council’s Covenants).

7 LEGAL COSTS

The Developer COVENANTS with the Council that:

(a) it will no later than the date of this Agreement pay [£] towards 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 Agreement; and

(b) it will pay a monitoring costs contribution of £[●] prior to Implementation of the Development.

8 INTEREST ON LATE PAYMENTS

Any payment due from the Developer under this Agreement which is not paid on the due date shall be payable with interest calculated at the rate of 2% above the base lending rate from time to time of Barclays Bank plc.
VAT

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

9.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Agreement, 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.

COMMUNITY INFRASTRUCTURE LEVY

If after the date of this Agreement there shall be enacted any “tax” related to the grant of the DCO (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Agreement or under any condition attached to the Permission change or that the Developer must pay a sum to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Agreement then the parties agree that the terms of this Agreement 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 Agreement as at the date that they are entered into.

METHOD OF PAYMENTS

The Developer will pay [list all relevant costs] by way of BACs transfer into [Council to confirm account] or such other account as the Council shall nominate.

RELEASE AND LAPSE

12.1 Subject to Clause 12.6 the parties agree that the Developer shall not be liable for a breach of any of its obligations under this Agreement 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.

12.2 It is further agreed that this Agreement shall lapse and be of no further effect if:
12.2.1 the DCO lapses without having been Implemented; or

12.2.2 the DCO is amended or repealed otherwise than with the consent of the Developer; or

12.2.3 the DCO is quashed following a successful legal challenge (in which case any money paid to the Council pursuant to an obligation in this Agreement shall be returned to the Developer).

12.3 Nothing in this Agreement 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 Agreement.

12.4 Any obligation under the terms of this Agreement which is expressed to be binding on a particular area of land shall be binding on the Developer’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 12.1 in (mutatis mutandis) the same way as the Developer.

12.5 No Successor to the Developer 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.

12.6 Where upon the transfers by the Developer of its powers under the DCO to a Successor pursuant to Article 9 of the DCO the Developer retains a Qualifying Interest, the parties agree that the Developer shall only be released from its obligations under this Agreement upon the Successor entering into a planning agreement pursuant to section 106 of the Act whereby the Successor covenants to observe and perform the obligations in this Agreement.

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

12.8 Upon the Construction Phase Completion Date the Developer 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.

13 LOCAL LAND CHARGES

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

13.2 Upon the satisfaction of the terms of this Agreement the Council shall at the request of the Developer procure that all entries in the register of local land charges relating to them shall be removed or marked as discharged as soon as is reasonably practicable.

13.3 The Council agrees that (subject to it first being paid a reasonable administration fee not exceeding £50) it will confirm in writing the extent of the obligations which the Developer has discharged at the date of the request as soon as is reasonably practicable after receipt of a written request from the Developer or a person on its behalf.
NOTICES

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

14.1.1 on the Council at the address shown above marked "For the attention of [●]"; and

14.1.2 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 Clauses 14.1.1 to 14.1.2 above.

14.1.3 Any such notice shall be deemed to have been received as follows:

- If delivered by hand, upon delivery on all relevant addresses;
- If sent by first class post, on the second Working Day after the date of posting.

NO FETTER ON DISCRETION

Nothing in this Agreement shall be taken to be or shall operate so as to fetter or prejudice the statutory rights powers discretions and responsibilities of the Council, Developer, the PLA or the GLA.

SEVERABILITY

It is agreed that if any part of this Agreement 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 Agreement and the remainder of this Agreement shall continue in full force and effect.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Agreement shall be enforceable by a third party who is not a party to the Agreement and for the avoidance of any doubt the terms of the Agreement may be varied by agreement between the parties without the consent of any third party being required.

WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the terms and conditions of this Agreement 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 Developer.

DISPUTE RESOLUTION

19.1 In the event of any dispute or difference arising between the parties arising out of this Agreement 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.

19.2 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 19.1,
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
19.1 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.

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

19.4 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.

19.5 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.

19.6 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.

20 JURISDICTION

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

21 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an
original and all of which together evidence the same agreement.

This Deed has been executed as a deed and delivered on the date stated at the
beginning of this Deed.
Schedule 1
Developer’s Covenants

Part 1
Employment and Skills

Unless the Council agrees otherwise in writing with the Developer and provided always that the Developer (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 Developer covenants with the Council:

1 Local Labour

(a) That the Developer shall require its Contractors and their sub-contractors to use reasonable endeavours to:

(i) achieve a cumulative target of 25% of employees who live within the Development Boroughs across the Development Sites;

(ii) achieve a target of at least 30% of employees working in relation to river transport who live within Greater London, Kent, or Essex (or any or all of those Counties); and

(iii) 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 one apprentice to be employed at any time during the period of the construction contract.

(iv) That the Developer shall provide the Council with a Summary Labour and Services Report every 3 (three) months or such longer time period as agreed in writing between the Developer and the Council;

2 Skills Planning Group

(a) That the Developer will:

(i) Prior to Implementation establish a Skills Planning Group, to be maintained throughout the Construction Phase of the Development, whose purpose is to identify future training requirements and potential employer interventions, and which is to comprise a chair who is a senior member of the Developer’s project executive management team, and involve as needed at the Developer’s discretion:

(A) other representatives of the Developer;
(B) representatives from the Developer’s contractors;

(C) representatives from Further Education (FE) colleges and

(D) representatives from other training organisers (including but not limited to the Tunnelling and Underground Construction Academy (TUCA) and the National Construction College); and

(E) may also seek assistance from other delivery and funding agencies such as Construction Skills-CITB and the Skills Funding Agency;

3 Contractor obligations

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

(i) participate in the Skills Planning Group;

(ii) to employ a Skills and Employment Manager(s) (“SEM”) to be based at the Project Hub who will:

(A) have responsibility for job brokerage and outreach and will work to maximise the number of contractor employees drawn from the Target Beneficiary Groups

(B) within 3 (three) months of being appointed by the Developer to submit and obtain approval by the Council of a Training and Employments Skills Plan which will have regard to similar plans promoted by Construction Skills-CITB and/or National Skills Academy for Construction;

(C) work closely with the Council’s officers (or the Council’s nominated agents or brokers) to identify and recruit suitable local applicants;

(D) provide details of all job vacancies in relation to their proposed work on the Development and further provide details on a monthly basis of on-going or new job vacancies throughout the course of their contract with the Developer;

(E) provide details supply-chain opportunities within the Development as soon as reasonably practicable and in any event with a minimum of 1 weeks’ prior notice;

(iii) provide the Council with the Labour Return 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 Developer;

(iv) to employ a Supply Chain Engagement Manager (“SCEM”) to be based at the Project Hub who will have responsibility to engage with local businesses to maximise opportunities arising from the Development and who shall:

Restart Numbering Applied

(A) develop a Local Procurement Plan in consultation with the Council’s officers (and having taken reasonable account of their comments) how opportunities will be provided for local businesses to bid/tender for the provision of goods and services relating to the Development taking account of City’s local procurement supported projects such as
Supply Cross River, East London Business Place and Ready to Supply the City;

(B) notify the EDO where practicable one month in advance of tendering contracts to clarify how local procurement under the Local Procurement Plan will operate and what actions, if any may be expect from the EDO;.

4 Contract procurement

(a) That the Developer shall use and shall require the Contractor to use the online procurement portal Competefor and the Council’s local procurement supported projects such as Supply Cross River, East London Business Place and Ready to Supply the City to advertise contracts for the Development.

Part 2 Public Realm

1 Status of the Public Realm of Blackfriars Bridge Foreshore

(a) Following completion of the works at the Development Site at Blackfriars Bridge Foreshore and completion of the laying out of the landscaping on the Land the Developer shall serve a notice on the Council identifying the area of the Land to be made available for public use in accordance with the provisions of this Schedule 1, Part 2 (Public Realm) (“Public Realm”) and shall offer the Public Realm to the Council for designation as a City Walkway.

(b) Following the service of the Developer’s notice pursuant to paragraph 1(a) and subject to the Council having declared that the Public Realm has been designated at a City Walkway in accordance with its obligations under paragraph 2 (Public Realm) of Schedule 2 (Council’s Covenants), the Developer shall on a permissive basis only permit access to members of the public over the Public Realm subject to the General Access Conditions set out in paragraph 2 (General Access Conditions).

(c) Where the Council confirms as set out in paragraph 2(b) Schedule 2 that the Public Realm is not to be designated as a City Walkway, the Developer shall on a permissive basis only permit access to members of the public over the Public Realm subject to the General Access Conditions set out in paragraph 2 (General Access Conditions) SAVE THAT paragraph 2(a) shall not apply.

(d) No part of the Public Realm shall be dedicated as a public right of way.

2 General Access Conditions

(a) Subject to the provisions in paragraph 2(a) to paragraph 2(e) the Developer shall permit access to the such parts of the Public Realm as have been designated as City Walkway in accordance with the 1967 Act.

(b) The Developer may suspend access to all or any part of the Public Realm on the occurrence of any of the circumstances described in paragraph 2(b)(i) to paragraph 2(b)(viii) in accordance with the provisions set out at paragraph 2(c):
(i) where in the reasonable opinion of the Developer it is necessary to enable maintenance, repair or renewal of the whole or any part or parts of the Development;

(ii) where in the reasonable opinion of the Developer it is necessary to enable the development, renewal, redevelopment, modification or demolition of the whole or part or parts of the Development;

(iii) where in the reasonable opinion of the Developer the manner or nature of use of the Public Realm by the public represents:

(A) a threat to the operational integrity or security of the Development or its ability to meet its duties as a statutory sewerage and water undertaker or an unacceptable risk to the health and safety of individuals within those areas; or

(B) a nuisance that is causing the Developer to alter the way it maintains the Development as a result of the nature or manner of the use of that area of the Public Realm;

(iv) where in the reasonable opinion of the Developer there would be a risk to the health and safety of the general public using or intending to use the Public Realm;

(v) where in the reasonable opinion of the Developer, it is necessary to protect ecological features or to protect or maintain flood defences or for the purposes of navigation and for the avoidance of doubt if the Developer is required by any competent authority (including Natural England, the Environment Agency, the Marine Management Organisation and the Port of London Authority) to suspend access then the opinion of the Developer shall be deemed reasonable;

(vi) where in the reasonable opinion of the Developer it is necessary in order to protect the Developer's property or the property of a third party;

(vii) where in the reasonable opinion of the Developer it is necessary in order to undertake essential maintenance, repair, cleaning or renewal and resurfacing works on the Site;

(viii) for one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law.

(c) Subject to paragraph 2(d) and paragraph 2(e) where the Developer intends to suspend access to the Public Realm for any of the reasons listed in paragraph 2(a) the following provisions shall apply:

(i) The Developer shall use reasonable endeavours to provide notice of the suspension of access to the Public Realm (and where suspension applies to part only of the Public Realm such notice to include identification of that part) to the Council no less than 28 days in advance of the proposed first day of suspension or in the case of urgency as soon as practicable thereafter specifying:

(A) why access to the specified area of the Public Realm is being suspended by reference to the reasons set out at paragraph 2(a);

(B) the expected duration of the suspension and date of reopening;
(C) the nature of the equipment and personnel to be employed to carry out such works or activities associated with the proposed suspension; and

(D) any arrangements proposed to provide alternative safe public access across the Public Realm not affected by the suspension.

(ii) Save in cases of emergency or other urgent works, the Developer shall [use reasonable endeavours] to consult with the Council on the details of the proposed suspension of access to all or part of the Public Realm, and shall:

(A) have regard to the responses of the Council, including such advice on possible means by which the impact of the proposed suspension on the ability of the public to access the affected area of Public Realm may be minimised; and

(B) [where the Council confirms to the Developer that it is not satisfied with the proposals contained within the notice, the Developer agrees that the Council may request appropriate dispute resolution.] [details to be agreed]

(iii) The Developer shall use all reasonable endeavours to post notice of the suspension of access at the entrance and exit to the suspended area of Public Realm not less than seven (7) Working Days in advance of the first day on which access will be suspended or in the case of urgency as soon as practicable thereafter specifying the details set out in paragraph 2(c)(i)(A) and paragraph 2(c)(i)(B) and shall maintain those notices for the duration of the suspension of access to the Public Realm;

(d) Where access to the Public Realm or any part of it is suspended for any reason set out in paragraph 2(a) the Developer shall re-open the Public Realm or the relevant part of it as soon as it is reasonably safe and practicable to do so following the resolution of the issue and/or works identified in the Developer’s notice served pursuant to paragraph 2(c)(i) and shall serve notice of the same on the Council.

(e) If all or part of the Public Realm is closed to the public for more than 100 days or 10 occasions during a period of 1 year and the Council so requests in writing the Developer shall:

(i) within 30 days (or such other period as may be agreed) of a request pursuant to this paragraph 2(e) submit a feasibility study to the Council reporting options that may secure public access to the Public Realm on a more consistent basis and avoiding the need for such frequent suspension of public access;

(ii) within 14 days (or such other period as may be agreed) of the receipt of the feasibility study by the Council hold a meeting with them in order to discuss the options set out in the feasibility study;

(iii) within 6 weeks (or such other period as may be agreed) of the meeting referred to at paragraph 2(e)(ii) the actions identifies at the meeting shall be undertaken.
Part 3
Maintenance of the Public Realm

Restart Numbering Applied

1  Maintenance of the Public Realm

(a)  Prior to completion of the works to the Development Site at Blackfriars Bridge Foreshore the Developer will submit to the Council a strategy for the long term maintenance and care of the Public Realm in accordance with the requirements in Schedule 3 (Public Realm Maintenance Plan) ("PR Maintenance Plan")

(b)  The Developer shall ensure that the Public Realm is maintained to the standard agreed in the PR Maintenance Plan.

(c)  The Developer may delegate its responsibilities for the PR Maintenance Plan to a third party (the identity of which shall be notified in writing to the Council) SAVE THAT the Developer shall remain liable for ensuring that the Public Realm is maintained to the standard agreed in the PR Maintenance Plan.

(d)  The Developer acknowledges that the Council may at any time serve written notice on the Developer requiring it to delegate the responsibilities for the PR Maintenance Plan to the Council subject to an agreement to be entered into between the Developer and the Council ("Delegation Agreement").

(e)  Upon receipt of the notice from the Council under paragraph 1(d) the Parties shall use reasonable endeavours to agree the Delegation Agreement which may include for the following terms:

(i)  Provisions for termination of any existing arrangements or contract relating to the delegation of the Developer's responsibilities for the PR Maintenance Plan;

(ii)  Such financial arrangements generally as may be agreed;

(iii)  Specific obligations upon the Council to maintain in accordance with the PR Maintenance Plan and otherwise to protect the interests of the Developer; and

(iv)  Provisions for the Council to release the Developer in respect of its obligations pursuant to paragraph 1(b) and paragraph 1(c) of this Schedule 1, Part 3 (Maintenance of the Public Realm).
Schedule 2
Council’s Covenants

The Council covenants with the Developer as follows:

**Restart Numbering Applied**

1  **Acting Reasonably**

It will at all times act reasonably and in particular (without prejudice to generality) where any approval or expression of satisfaction is required by this Agreement it will not be unreasonably withheld or delayed;

2  **Public Realm**

(a) On receipt of the notice from the Developer pursuant to paragraph 1(a) Schedule 1, Part 2 (Public Realm) of this Agreement:

(i) To use reasonable endeavours to prepare a resolution whereby the Council declares that the Public Realm shall be designated as a City Walkway in accordance with the 1967 Act SAVE THAT such designation is subject to Article 56 of the DCO; and

(ii) To notify the Developer of the date that such resolution is made and confirm the date by which the Public Realm has been designated as a City Walkway;

(b) Where the Council determines that the Public Realm is not to be designated as a City Walkway, to notify the Developer of such decision as soon as practicable, and confirm that the Public Realm will not be subject to any provisions of the 1967 Act.
Schedule 3
Public Realm Maintenance Plan

Restart Numbering Applied

1 Definitions

“Building Elements” means such structures which are located within the Public Realm and where agreed that they are included within the scope of the PR Maintenance Plan, and including electrical and control kiosks, other amenity kiosks, undercroft areas, boundary walls, stone flood defence parapet walls, permanent site hoardings

“Ecological Elements” means dedicated areas for nesting birds within the Public Realm, including constructed bird houses and bat boxes

“Lighting Elements” to include lampstands, wall or surface mounted lamps located within the Public Realm

“Paving Elements” means such hard surfacing forming pathways, steps or other publically accessible areas within the Public Realm and comprising individual paving units, resin bound surfaces, or timber decking

“Perimeter Fencing” means such fencing or enclosures surrounding the Public Realm or parts of the Public Realm and including gates and gateways, railings and balustrades

“Play Areas” mean dedicated areas within the Public Realm for use by children and including permanently installed play equipment, and areas within the Public Realm containing outdoor gym equipment

“regular” for the purposes of this Schedule means at such seasonal or periodic intervals as are required in relation to the specific operation

“routine” for the purposes of this Schedule means as often as reasonably necessary and may be as often as daily or weekly

“Street Furniture” to include benches or other forms of seating, litter bins, bird baths, bollards, metal pergolas located within the Public Realm

“Ventilation Columns” means the ventilation structures forming part of the Development located within the Public Realm

“Water Features” includes freestanding fountains and other ornamental water features within the Public Realm

2 General routine maintenance and cleaning

(a) To maintain in a safe sound and clean condition at all times:

(i) All Paving Elements, including:

(A) Routine cleaning (sweeping and/or jet wash cleaning as appropriate), removal of litter and gum removal;

(B) Routine surface cleaning and clearance of associated drainage channels and gullies;
Regular leaf clearance;
Surface clearance of snow from pathways and application of surface gritting

(ii) All Street Furniture, including:
(A) Routine cleaning (including checking and cleaning of fixings), removal of bird faeces, sanding of splinters caused by vandalism damage or wear and tear, removal of graffiti;
(B) Regular deep cleaning with water jets and detergent;

(iii) All Plays Areas, including:
(A) Routine cleaning (including checking play equipment for safety), removal of dangerous objects, removal of litter, removal of bird faeces, sanding of splinters caused by vandalism damage or wear and tear, removal of graffiti;
(B) Routine checking of play surfaces and regular sweeping;
(C) Routine checking of perimeter fencing and removal of litter;

(iv) All Water Features, including:
(A) Routine cleaning (including checking for safety hazards);
(B) Maintaining such marginal plantings as considered appropriate for an attractive and balanced habitat;
(C) Routine checking of pumps and nozzles to ensure they are operating correctly;

(v) All Building Elements, including:
(A) Routine cleaning of surfaces and removal of graffiti from areas accessible by the public;
(B) Regular cleaning with water jets from ground level;
(C) All Perimeter Fencing, including:
(D) Routine removal of litter, relevant surface cleaning and removal of graffiti;

(vi) All Ventilation Columns, including:
(A) Routine cleaning of surfaces and removal of graffiti from areas accessible by the public;

3 **Landscaping maintenance and reinstatement**

(a) To maintain the planted and landscaped areas of the Public Realm in good condition at all times, including:
Planted terraces, ornamental shrubbery beds and ornamental hedges. Raised and in-ground planters, planted pergolas

(i) Routine inspection and clearing of weeds, non-required and litter;

(ii) Routine pruning to maintain groups of planting within the original scheme layout;

(iii) Pruning of ornamental hedges no less than 2 times per year or after flowering;

Herbaceous perennial planted areas, SUDS features, green screens, ground cover, green roofs

(iv) Routine inspection and clearing of weeds, non-required seedlings and litter;

(v) Regular pruning to maintain groups of planting within the original scheme layout, and where relevant lift and divide overcrowded plants and replant to fill gaps;

(vi) Regular forking and digging over of soil to incorporate organic matter and to apply slow release fertilisers;

(vii) Regular clearance of leaves and die-back materials;

Bulb features

(viii) Application of selective weed killer for the purposes of weed control to be applied only after vegetative stems have been allowed to die back after the flowering season;

(ix) Once bulbs have died back, cutting and removal of stems and application of slow release fertiliser;

Inter-tidal planting

(x) Routine pruning and thinning of planting;

(xi) Routine weeding and removal of litter and clearance of drains;

Trees (including new and existing trees, street trees, ornamental or feature trees

(xii) Regular removal of litter from within tree canopies;

(xiii) Regular lifting and cleaning of tree grilles, securing of guards and adjusting tree ties and/or guys;

(xiv) Routine weeding and removal of debris from around the base of trees and tree pits;

(xv) Where trees overhang footpaths or vehicular access routes, regular trimming of the canopy to ensure clear sight lines and suitable clearance for pedestrians and vehicles;

(xvi) To carry our pruning of mature trees no less than every 5 years;
**Turfed or grassed areas (including reinforced turf)**

1. Routine turf cutting (by ride on or pedestrian mower as appropriate) (with arisings removed) to ensure maximum grass height of 50mm (and to include edgings as required);

2. Routine strimmer cleaning of edgings around objects within the turfed area;

3. Bi-annual (spring and autumn) application of fertiliser;

4. Aeration to a depth of 75-100 mm, and scarification to be carried out at least 4 times per year;

5. Regular spot treatments of broad-leaved weeds by selective weed killer;

6. Regular topdressing and overseeding of bare areas;

**Wildflower meadows**

7. Mowing early in the season, and then following flowering, cut all areas and allow arisings to remain in situ to allow for the dropping of seeds, and after 5 days following cutting remove arisings and re-cut the area;

8. Routine control of pernicious weeds only to be removed by hand;

9. Routine clearance of build up of leaves only;

10. Allow for overseeding at the end of each season and rake as necessary to expose bare areas which are to be seeded at approximately 5kg/ha and then rolled in;

**Green screens**

11. Routine inspection to check stability and assessment of all fixings;

12. Regular pruning to maintain plant health including weeding and removal on non-required seedlings;

13. Regular assessment and adjustment as necessary to the irrigation to optimise use and application.

3 **Non-cyclical repairs and renewals**

(a) To carry out repairs and to repaint and/or renew finishes (including re-painting) to Street Furniture, Lighting Elements, Perimeter Fencing, Ventilation Elements at such reasonable intervals as considered necessary to ensure the Public Realm is in good and clean condition;

(b) To regularly inspect the condition of the Paving Elements, and to make such repairs and/or renewal (including removal and disposal of existing materials) against a programme of cyclic renewal;

(c) To annually clean filters relating to pumps for water features;

(d) To annually drain relevant water features and clean the surfaces and leave sealed an inoperative for the winter period;
(e) To visit and inspect stairlifts on monthly basis, and carry out an annual maintenance service;
Schedule 4
Land

Part 1
DCO Land

The land hatched and edged in black on the Site and Construction Plan.

Part 2
Future TWUL Land

Such parts of the Permanent Acquisition Land as shaded dark grey and edged in red on the Site and Operational Land Plan SAVE THAT the extent of the Future TWUL Land to be bound by the obligations at Schedule 1, Part 2 (*Public Realm*), Schedule 1, Part 3 (*Maintenance of the Public Realm*) and Schedule 3 (*Public Realm Maintenance Plan*) of this Agreement is to be confirmed with the Operational Confirmatory Deed to be entered into between the Developer and the Council pursuant to Clause 2.3 of this Agreement.
EXECUTION PAGE

Executed as a deed by [THE COUNCIL] by affixing its common seal in the presence of [Name of authorised signatory]:

[Common seal]

Authorised Signatory

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

[Common seal]

Authorised Signatory

[Attestation by other parties]
Appendix 1
Plans

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

Site and Construction Plan – plan showing extent of the Development Site at Blackfriars Bridge Foreshore and the DCO Land.

Site and Operational Land Plan – plan showing extent of the Development Site at Blackfriars Bridge Foreshore and the Future TWUL Land

[Other plans]
Appendix 2
Operational 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 "Developer" and for the purposes of this Confirmatory Deed the "Covenantor") [and]

(2) [OWNERS OF FREEHOLD AND LEASEHOLD INTERESTS OTHER THAN THE OWNER of [ADDRESSES]] ("[●]")

(3) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of [●] (the "Council")

BACKGROUND

(A) This Operational Confirmatory Deed is supplemental to a planning agreement made under section 106 of the 1990 Act between the Developer (1) and the Council (2) [and [●] (3)] (the "Principal Deed") on [●] and is itself made under (inter alia) the said section 106 of the 1990 Act and any Construction Phase Confirmatory Deeds entered into between the Developer (1) and the Council (2) [and [●] (3)]

(B) This Operational Confirmatory Deed is supplemental to the Principal Deed.

(C) Words and phrases used in this Operational Confirmatory Deed bear the same meaning in this Operational 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 intended to bind the Developer in its capacity as the owner of the Existing TWUL Land and are intended (subject to the provisions of Clauses 3, 4 and 11 of the Principal Deed) to be binding on the DCO Land and Future TWUL Land and on the Developer’s Successors to the DCO Land and Future TWUL Land.

(E) Clause 2.5 of the Principal Deed provides that the Developer provides notice in writing to the Council of the Construction Phase Completion Date.

(F) Clause 2.6 of the Principal Deed provides that where the Developer is to acquire part or all of the DCO Land (the "Future TWUL Land") the Developer covenants to the Council that on or prior to the Construction Phase Completion Date the Developer shall execute a deed in favour of the Council so as to bind such parts of the Future TWUL Land with the planning obligations in [●] of the Principal Agreement.

(G) The Developer has acquired the freehold/long leasehold interest the Future TWUL Land details of which are set out in Part 2 of the Schedule.

(H) This Operational Confirmatory Deed is entered into by the Developer [and [the other owners of freehold or leasehold interests in such parts of the Future TWUL 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 (subject to [●] in the Principal Deed)
the such parts of the Future TWUL Land as are vested in them with the obligations set out in [Part X of Schedule 1] of the Principal Deed.

OPERATIVE PROVISIONS

Restart Numbering Applied

1 DEFINITIONS AND INTERPRETATION

1.1 In this Operational Confirmatory Deed:

[any definitions needed?]

1.2 [Where in this Operational 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 Operational Confirmatory Deed.] [Terms defined in this Operational 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 Operational Confirmatory Deed reference to the Developer 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 interests in the Future TWUL Land as set out in the Part 1 of the Schedule to this Agreement are bound by and subject to the obligations of the Developer in [●] of the Principal Deed.

2.2 The Covenantor declares and covenants with the Council to comply with the obligations of the Developer in relation to the Future TWUL Land contained in [●] of the Principal Deed (which shall be deemed to be incorporated in this Operational Confirmatory Deed) as if the same were set out in full in this Operational 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 Operational Confirmatory Deed.

2.3 The Council declares and covenants with the Covenantor to comply with the obligations of the Council pursuant to Clause 6 of the Principal Deed (which shall be deemed to be incorporated in this Operational Confirmatory Deed) as if the same were set out in full in this Operational Confirmatory Deed.

2.4 The parties to this Operational Confirmatory Deed declare and acknowledge that the Principal Deed continues in full force and effect notwithstanding the execution of this Confirmatory Deed save that:

2.5 The obligations on the part of the Covenantor contained in this clause 2 (Declaration and Covenant) of this Operational 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 Future TWUL Land with the obligations of the Developer in [●] of the Principal Deed.
CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Operational 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.

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

[execution blocks to add]

SCHEDULE

Part 1

FUTURE TWUL LAND

Such parts of the DCO Land as marked [●] on the [●] plan and comprising [●]

Part 2

[Set out details of Developer’s ownership]
DATED [●]

THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON
as the Council

THAMES WATER UTILITIES LIMITED
as the Developer

DEED OF AGREEMENT PURSUANT SECTION 111 OF THE LOCAL GOVERNMENT ACT
1972 AND SECTION 1 OF THE LOCALISM ACT 2011

in relation to the development at Blackfriars Bridge Foreshore
## Contents

<table>
<thead>
<tr>
<th>Clause</th>
<th>Name</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Statutory Powers.</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Interpretation</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Agreement to enter into the Confirmatory 106 Agreement</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Conditions Precedent</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Agreed Common Objectives</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Transfer to the Infrastructure Provider</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Legal Costs</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>Interest On Late Payments</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>VAT</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Release and Lapse</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>No Fetter On Discretion</td>
<td>5</td>
</tr>
<tr>
<td>13</td>
<td>Severability</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Contracts (Rights of Third Parties) Act 1999</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>Dispute Resolution</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>Waiver</td>
<td>7</td>
</tr>
<tr>
<td>17</td>
<td>Jurisdiction</td>
<td>7</td>
</tr>
<tr>
<td>18</td>
<td>Counterparts</td>
<td>7</td>
</tr>
</tbody>
</table>

**Execution Pages**

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Confirmatory 106 Agreement</td>
</tr>
<tr>
<td>2</td>
<td>Deed of Transfer</td>
</tr>
</tbody>
</table>
DATED

[●]

PARTIES

(1) THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON of PO Box 270 Guildhall, London EC2P 2EJ (the “Council”)

(2) 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 “Developer”)

BACKGROUND

(A) The Council is the relevant planning authority for the purposes of section 106 of the 1990 Act for the area within which the Land is situated.

(B) The Developer 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.

(C) The Developer has agreed that the Development shall be carried out only in accordance with the DCO, and the commitments set out in the Deed.

(D) The parties have agreed that following the making of the DCO they will enter into a planning agreement pursuant to Section 106 of the Act with the intention that, subject to certain conditions, it is enforceable by the Council on the Developer, and on the Land, and on the Developer’s Successors to that land.

OPERATIVE PROVISIONS

1 STATUTORY POWERS

This Deed is entered pursuant to section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers so enabling.

2 INTERPRETATION

2.1 In this Deed 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 or on behalf of the Developer to the Secretary of State to which the Secretary of State has allocated reference number WW010001;

“Confirmatory 106 Agreement” means a Deed substantially in the form of that appended at Appendix 1;

“Council” means The City of London Corporation;

“DCO” means the order granting development consent for the Development to be made under the 2008 Act pursuant to the Application;
“Developer” means Thames Water Utilities Limited and any Successors and statutory assignees;

“Development” means 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;

“GLA” means the Greater London Authority;

“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, works of archaeological or ground investigation or remediation (and in this Agreement “Implement” and “Implemented” shall be construed accordingly);

“Land” means the land described in Clause 2 of the Confirmatory 106 Agreement;

“Party” means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees and “Parties” shall be construed accordingly.

“PLA” means the Port of London Authority;

“Qualifying Interest” means any interest in land sufficient to meet the requirements of section 106 (1) of the 1990 Act, and for the purposes of the DCO and this Deed includes the right of the Developer to enter on and take temporary possession of the land further to Article 34 of the DCO;

“Successor” means any person deriving title from the Developer 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.

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

2.2 References in this Deed to the “Developer” shall include its Successors and its respective successors in respect of its Qualifying Interest in the Land and its assigns.

2.3 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.

2.4 References in this Deed to the “Council” shall include any successor to its functions as local planning authority.

2.5 References in this Deed 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.

2.6 The clause headings in this Deed are for convenience only and do not form part of the Deed.

2.7 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Deed.

2.8 References to the singular shall include the plural and vice versa.
AGREEMENT TO ENTER INTO THE CONFIRMATORY 106 AGREEMENT

3.1 Subject to the conditions precedent in Clause 4 (Conditions Precedent) the Developer shall enter into the Confirmatory 106 Agreement with the Council before Implementation for the purposes of ensuring that the Land (or such parts of the Land as have been defined by the Developer as forming part of the Land for the purposes of the Development) is bound by the planning obligations set out in Schedule 1 of the Confirmatory 106 Agreement.

3.2 The Council covenants with the Developer:

(a) To enter into the Confirmatory 106 Agreement anticipated by Clause 3.1 if and when requested to do so by the Developer and subject to payment by the Developer of the Council’s reasonable legal fees in connection with the completion of the same; and

(b) Not to unreasonably withhold or delay agreeing to or executing or completing the Confirmatory 106 Agreement following the request by the Developer in Clause (a).

4 CONDITIONS PRECEDENT

The obligations in this Deed (save for the covenant in Clause 7 (Legal Costs)) are unless otherwise specified conditional upon the grant of the DCO.

5 AGREED COMMON OBJECTIVES

5.1 The Parties agree to act towards each other at all times in good faith and to cooperate and liaise with each other in relation to the matters contemplated by this Deed with a view to securing the safe, economic and efficient construction, operation and maintenance of the Development by the Developer (or its Successors) and its appointed contractors and agents.

6 TRANSFER TO THE INFRASTRUCTURE PROVIDER

6.1 Except to the extent provided in this Clause 6, neither Party may assign the benefit or transfer the burden of this Deed to any third party.

6.2 The Developer may at any time transfer (in whole or in part) its rights and obligations under this Deed to:

(a) any successor to its statutory undertaking; or

(b) any entity responsible for undertaking the construction of the Development, provided that such person:

(i) has been designated by the Secretary of State for the Environment, Food and Rural Affairs or by the Water Services Regulatory Authority (as the case may be) as an infrastructure provider for the authorised project or parts of the authorised project under Section 36D of the Water Industry Act 1991 (as inserted by Section 35 of the Flood and Water Management Act 2010); or
(ii) is a successor to such designated person, whether pursuant to a special administration order or otherwise; or

(iii) is a transferee pursuant to Article 9(2) of the Draft DCO; or

(iv) any Group Company of any person referred to in paragraphs (a) or (b), provided that such person undertakes to guarantee the obligations and liabilities of such Group Company.

6.3 In order to effect the transfer referred to in clause 6.2, the Council shall within [10] Working Days of a request by the Developer execute engrossments (provided by Developer) of a deed of transfer in substantially the form appended at Appendix 2 (the “Deed of Transfer”).

6.4 The Council irrevocably authorises the Developer to complete the Deed of Transfer at any time after it has been executed by the other parties to it.

7 LEGAL COSTS

The Developer COVENANTS with the Council that it will no later than the date of this Deed pay [£[●]] towards 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 Deed.

8 INTEREST ON LATE PAYMENTS

Any payment due from the Developer under this Deed which is not paid on the due date shall be payable with interest calculated at the rate of 4% above the base lending rate from time to time of Barclays Bank plc.

9 VAT

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

9.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Deed, 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

Note that the transfer can only happen once the DCO is made and that event also triggers the Confirmed S106 Agreement, but there could be a gap.
(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 RELEASE AND LAPSE

10.1 This Agreement shall cease to have effect and the parties shall be released from any further liability under it on the occurrence of any of the following events:

(a) the rejection of the Application by the Secretary of State and the upholding of such rejection in judicial review proceedings (or the Developer notifying [the Council] that it does not intend to contest such rejection by way of judicial review);

(b) the rejection of the Application by Parliament following the implementation of the Special Parliamentary Procedure;

(c) a decision by the Court in judicial review proceedings to overturn the grant of the Application by the Secretary of State; or

(d) The Developer notifying the Council of its irrevocable decision not to proceed with, or to abandon the carrying out of the Development.

11 NOTICES

A notice or other communication required under this Agreement shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000). The addresses for service of the parties shall be those stated at the head of this Agreement or such other address for service as the Party to be served has previously notified to the other Party.

12 NO FETTER ON DISCRETION

Nothing in this Deed shall be taken to be or shall operate so as to fetter or prejudice the statutory rights powers discretions and responsibilities of the Council, Developer, the PLA or the GLA.

13 SEVERABILITY

It is agreed that if any part of this Deed 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 Deed and the remainder of this Deed shall continue in full force and effect.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of any doubt the terms of the Deed may be varied by agreement between the Parties without the consent of any third party being required.

Could include other statutory parties as relevant eg EA
DISPUTE RESOLUTION

15.1 The parties shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between the parties out of or in connection with this Agreement through each party nominating a representative who shall meet to try to resolve the matter.

15.2 If a dispute or difference arising under this Agreement is not resolved in accordance with Clause (a) within 20 working days either Party may refer it to an Expert for determination in accordance with the following:

(a) The Expert is to be appointed by the parties jointly or, if the parties are unable to agree on the identity of the Expert or the terms of his appointment within five Working Days of either Party serving details of a suggested Expert on the other, appointed by the President for the time being of the Institution of Civil Engineers on the application of either Party;

(b) The Expert shall be a person with suitable qualifications, expertise and experience to determine the dispute or difference referred to him under this Clause (d).

(c) The Expert is required to prepare a written decision and give notice (including a copy) of his decision to the parties within a maximum of [twenty] Working Days following his appointment.

(d) If the Expert dies or becomes unwilling or incapable of acting, or does not deliver his decision within the time required by Clause (c) then:

(i) either Party may apply to the President for the time being of the Institution of Civil Engineers to discharge the Expert and to appoint a replacement Expert with the required expertise; and

(ii) the provisions of this Clause 15 shall apply to the new Expert as if he were the first Expert appointed.

(e) The parties may make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching his decision.

(f) To the extent not provided for by this Clause 15, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate.

(g) The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute or difference referred to him (which may include any issue involving the interpretation of any provision of this Agreement, his jurisdiction to determine the issues referred to him and/or his terms of reference). The Expert’s written decision on the issues referred to him shall be final and binding on the parties in the absence of manifest error or fraud.

(h) Each Party shall bear its own costs in relation to the reference to the Expert.

(i) All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.

(j) For the avoidance of doubt, the dispute resolution procedure set out in this Clause 15.2 shall apply to disputes or differences arising under or pursuant to
the provisions of this Deed notwithstanding (and to the exclusion of) any
dispute resolution procedure provided for either in the DCO or as part of any
other consent for the Development but shall not apply to any matter for
which an alternative dispute resolution procedure is specified.

16 **WAIVER**

No waiver (whether express or implied) by the Council of any breach or default by
the Developer in performing or observing any of the terms and conditions of this
Deed 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 Developer.

17 **JURISDICTION**

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

18 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which is an
original and all of which together evidence the same deed of agreement.

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

Executed as a deed by THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON by affixing its common seal in the presence of [Name of authorised signatory]:

[Common seal]

Authorised Signatory

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

[Common seal]

Authorised Signatory
Appendix 1
Confirmatory 106 Agreement
Appendix 2
Deed of Transfer
THAMES WATER UTILITIES LIMITED
as Thames Water

[●]
as Infrastructure Provider

THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON
as Council

DEED OF TRANSFER

relating to a deed of agreement dated [●] in connection with the development at Blackfriars Bridge Foreshore and with the construction of the Thames Tideway Tunnel
DATED [●]

PARTIES

(1) THAMES WATER UTILITIES LIMITED (company no 2366661) whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (“Thames Water”)

(2) [●], a (company)[corporation] incorporated in [●] [with registered number [●]] whose registered office is at [●] (the “Infrastructure Provider”)

(3) THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON of PO Box 270 Guildhall, London EC2P 2EJ (the “Council”)

BACKGROUND

(A) Thames Water and the Council have entered into the Agreement in relation to the Development.

(A) The Infrastructure Provider has been designated by the [Secretary of State for the Environment, Food and Rural Affairs/Water Services Regulatory Authority] as an infrastructure provider for the [Development/IP Works] under Section 36D of the Water Industry Act 1991 (as inserted by Section 35 of the Flood and Water Management Act 2010).²

(B) Thames Water has agreed (with the consent of the Council) to transfer all its rights and obligations under the Agreement [(insofar as they relate to the IP Works)] to the Infrastructure Provider and the Council has agreed to accept the liability of the Infrastructure Provider in place of the liability of Thames Water under the Agreement [in respect of the IP Works] upon and subject to the terms of this deed, which is supplemental to the Agreement.

DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears, the following definitions apply:

“Agreement” means the deed of agreement dated [●] between Thames Water (defined as “Developer”) and the Council relating to entering into planning obligations relating to the Development.

“IP Works” means [●];

“Non-IP Works” means those parts of the Project not comprised in the IP Works;

“Parties” means the parties to this deed and “Party” means any of them;

“Development” means the design, construction, commissioning, maintenance and operation of the Thames Tideway Tunnel and all works, investigations and surveys ancillary to it.

¹ Amend as required depending on extent the transfer impacts on this property/asset.
² Amend as required to describe the status of the IP.
1.2 The clause headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.3 Unless the contrary intention appears, references to numbered clauses are references to the relevant clause in this deed.

1.4 Words in this deed denoting the singular include the plural meaning and vice versa.

1.5 References in this deed 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.

1.6 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2 TRANSFER PROVISIONS

2.1 Thames Water and the Council unconditionally and absolutely release and discharge each other from the further performance of their respective obligations under the Agreement [(subject to any liabilities which either may have to the other in respect of the [Development/IP Works], whether under the Agreement or otherwise.

2.2 The Council acknowledges and accepts the liability of the Infrastructure Provider in place of the liability of Thames Water under the Agreement [in respect of the IP Works].

2.3 The Infrastructure Provider:

(a) undertakes to be bound to the Council by the terms of the Agreement [(insofar as they relate to the IP Works)]; and

(b) accepts liability for any breach of the Agreement committed by Thames Water prior to the date of this deed [in respect of the IP Works];

in every way as if the Infrastructure Provider was and always had been a party to the Agreement in place of Thames Water.

2.4 The Council undertakes to be bound to the Infrastructure Provider by the terms of the Agreement [(insofar as they relate to the IP Works)] in every way as if the Infrastructure Provider was and always had been a party to the Agreement in place of Thames Water.

2.5 [For the avoidance of doubt, clauses 2.3 to 2.5 shall not apply to the Non-IP Works and all the provisions of the Agreement shall continue to apply as between Thames Water and the Council in respect of such works.]

3 PAYMENT OF SUMS DUE

3.1 The Council acknowledges to the Infrastructure Provider that Thames Water has paid to the Council the sum of £[●] (exclusive of value added tax) in fulfilment of Clause [●] of the Agreement prior to the date of this deed.
NOTICES

4.1 A notice or other communication required under this deed shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

4.2 The addresses for service of the Parties shall be those stated at the head of this deed or such other address for service as the Party to be served has previously notified to the other Party.

GOVERNING LAW AND DISPUTES

5.1 The application and interpretation of this deed shall in all respects be governed by English law.

5.2 The English courts shall have exclusive jurisdiction to determine any dispute or difference arising in connection with this deed save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

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

Executed as a deed by **THAMES WATER UTILITIES LIMITED** in the presence of:

Director

Director/Secretary

Executed as a deed by **[INFRASTRUCTURE PROVIDER]** in the presence of:

Director

Director/Secretary

Executed as a deed by **THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON** by affixing its common seal in the presence of [Name of authorised signatory]:

[Common seal]

Authorised Signatory
Any plans, drawings, designs and materials (materials) submitted by Thames Water Utilities Limited (Thames Water) as part of this application for Development Consent to the Planning Inspectorate are protected by copyright. You may only use this material (including making copies of it) in order to (a) inspect those plans, drawings, designs and materials at a more convenient time or place; or (b) to facilitate the exercise of a right to participate in the pre-examination or examination stages of the application which is available under the Planning Act 2008 and related regulations. Use for any other purpose is prohibited and further copies must not be made without the prior written consent of Thames Water.