



L I C E N S I N G S U B C O M M I T T E E D S U P P L E M E N T A R Y A G E N D A P A C K

Thursday, 20th August, 2020

at 2.00 pm

Until further notice, all council meetings will be held remotely. A live stream link to view this meeting is here : <https://youtu.be/zH3SmF02JaE>

Tim Shields
Chief Executive

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17 August 2020

The press and public are welcome to attend this meeting

SUPPLEMENTARY AGENDA

Thursday, 20th August, 2020

ORDER OF BUSINESS

Item No		Page No
7-9	Application for a Premises Licence - Hackney Bridge - Block A, B and C - Aluminium Building, East Bay Lane, London, E15 2BH	1 - 122

LONDON BOROUGH OF HACKNEY'S

LICENSING SUB-COMMITTEE

“HACKNEY BRIDGE”

PREMISES LICENCE APPLICATIONS

APPLICANT'S ADDITIONAL EVIDENCE BUNDLE

For Hearing:

Thursday, 20 August 2020

Index

<u>Item</u>	<u>Description</u>	<u>Pages</u>
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HACKNEY BRIDGE

Blocks A, B & C

REVISED LICENSING HOURS & CONDITIONS AGREED WITH POLICE & ENVIRONMENTAL HEALTH

13 August 2020

BLOCK A: Agreed Hours

- Sunday – Wednesday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – midnight
 - Opening Hours and LNR : 10:00 – 00:30

- Thursday – Saturday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – 01:00
 - Opening Hours and LNR : 10:00 – 01:30

- Alcohol off-sales shall cease at 23:00hrs every day

- Non Standard hours to be removed.

BLOCK A: Agreed Conditions

1. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of a Metropolitan Police Crime Prevention Officer. All public areas and all entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer.
2. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises are open to the public. This staff member shall be able to show Police or an authorised officer of Hackney Borough Council recent data or footage with the absolute minimum of delay when requested.
3. An incident log shall be kept at the premises, and made available on request to an authorised officer of the Council or the Police, which will as a minimum record the following:
 - a. all crimes reported to the venue
 - b. all ejections of patrons
 - c. complaints received
 - d. any incidents of disorder
 - e. seizures of drugs or offensive weapons
 - f. any faults in the CCTV system or searching equipment or scanning equipment
 - g. any refusal of the sale of alcohol
 - h. any visit by a relevant authority or emergency service.
4. There shall be a minimum of 2 SIA registered door supervisors employed at the premises on Thursdays, Fridays and Saturdays from 2100hrs until 30 minutes after close. Additional SIA registered door supervisors shall be employed subject to an operational risk assessment basis. All security staff shall be clearly identifiable at all times. All door supervisors shall enter their full details in the premises daily register at the commencement of their work. They shall record their full name, home address and contact telephone number, their SIA registration number, and the time they commence and conclude working. If the door supervisor was provided by an agency the name, registered business address and contact telephone number will also be provided. This register will be made available to police or authorised officer immediately upon request.
5. Premises will operate zero tolerance policy to drugs and comply with Hackney Police and Council Community Safety Unit Drugs and Weapons Policy where appropriate.

6. All staff will be given refresher training every twelve months on the legislation relating to the sales of alcohol to underage persons and drunken persons. There shall be written records of all training kept at the premises and made available to police or other authorised officer upon request.
7. An adequate and appropriate supply of first aid equipment and materials shall be available on the premises.
8. The Premises Licence Holder or DPS will ensure that there is a fire risk assessment and emergency evacuation plan in place at all times.
9. There shall be a written dispersal policy, as agreed with the relevant responsible authorities, implemented at the premises and a copy lodged with the Council's Environmental Protection Team. A copy shall be kept on the premises and made available to police or other authorised officer upon request. *[Note: This condition consolidates the requests of both police and environmental health officers]*
10. Clear and prominent notices shall be displayed and maintained at all exits in a place where they can be seen and easily read by customers requiring customers to leave the premises and the area quietly.
11. On days when a high profile sporting event is taking place within the Queen Elizabeth Olympic Park then the premises licence holder shall comply with any reasonable requests from the Police (including requests to not use outside seating areas or to cease sales of alcohol between certain hours) provided that at least 48 hours prior notice has been given to the premises licence holder.
12. A Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as driving license or passport. Challenge 25 signage will be prominently displayed.
13. All alcohol sold, supplied and consumed on the premises shall be ancillary to a table meal in the restaurant areas. These areas shall be clearly marked. All customers shall be seated and alcohol supplied by waiter/waitress service.
14. A maximum of 10 persons from each restaurant space using the terrace as a seating area before 10pm, and 6 persons thereafter.
15. A maximum of 10 persons from each restaurant space using the terrace as a smoking area before 10pm, and 6 persons thereafter.
16. A maximum of 12 persons from the pub using the terrace as a seating area before 10pm, or 10 persons thereafter.

17. A maximum of 15 persons from the pub using the terrace as a smoking area before 10pm, or 10 persons thereafter.
18. A maximum of 20 persons using the area to the side of the pub as a smoking area, with barriers in place to mitigate against any noise disturbance.
19. Notices shall be prominently displayed at all exits requesting patrons to respect the needs of local residents and leave the area quietly.
20. The door facing the canal shall not be left open past 20:00 hours during the operation hours of the restaurant.
21. Music at the pub shall be played at background levels at all times.
22. Speakers shall not be located/operated in the entrance lobby or outside the premises.
23. No noise or vibration shall emanate from the premises that gives rise to a nuisance at the nearest noise sensitive premises.
24. All windows and external doors facing the canal and on the side of Block A shall be kept closed at any time when live music takes place, except for the immediate access and egress of persons.
- ~~25. There shall be a written dispersal policy, as agreed with the relevant responsible authorities, implemented at the premises and a copy lodged with the Council's Environmental Protection Team. A copy shall be kept on the premises and made available to police or other authorised officer upon request. (see condition 9)~~
26. No deliveries must be made to the premises between 10pm and 8am.
27. Patrons permitted to temporarily leave and then re-enter the premises, eg. to smoke, shall not be permitted to take drinks with them, unless sitting in the central courtyard with the drink in a plastic container. Off-sales will also be in closed or plastic containers.
28. Notices shall be prominently displayed at any area used for smoking, requesting patrons to respect the needs of local residents and use the area quietly.
29. The Licensee shall ensure that all staff are fully trained and made aware of the legal requirement of businesses to comply with their responsibility as regards the disposal of waste produced from the business premises. The procedure for handling and preparing for disposal of the waste shall be in writing and displayed in a prominent place where it can be referred to at all times by staff.

30. The Licensee shall ensure that any contract for general and recyclable waste disposal shall be appropriate in size to the amount of waste produced by the business. The Licensee shall maintain an adequate supply of waste receptacles provided by his registered waste carrier (refuse sacks or commercial waste bins) in order to ensure all refuse emanating from the business is always presented for collection by his waste carrier and shall not use any plain black or unidentifiable refuse sacks or any other unidentifiable or unmarked waste receptacles.
31. In order to minimise the amount of time any waste remains on the public highway in readiness for collection, the Licensee will ensure the timeframe within which it may expect its waste carrier to collect is adhered
32. The Licensee shall instruct members of staff to make regular checks of the area immediately outside the premises and remove any litter, bottles and glasses emanating from the premises. A final check should be made at close of business
33. The Licensee shall provide a safe receptacle for cigarette ends to be placed outside for the use of customers, such receptacle being carefully placed so as not to cause an obstruction or trip.
34. The current trade waste agreement/duty of care waste transfer document shall be conspicuously displayed and maintained in the window of the premises where it can be conveniently seen and read by persons standing in Hackney Bridge. This should remain unobstructed at all times and should clearly identify: - the name of the registered waste carrier the date of commencement of trade waste contract the date of expiry of trade waste contract the days and times of collection the type of waste including the European Waste Code.

BLOCK B: Agreed Hours

- Sunday – Wednesday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – 23:00
 - Opening Hours and LNR : 10:00 – 23:30
- Thursday – Saturday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – midnight
 - Opening Hours and LNR : 10:00 – 00:30
- Alcohol off-sales shall cease at 23:00hrs every day
- Non Standard hours to be removed.

BLOCK B: Agreed Conditions

1. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of a Metropolitan Police Crime Prevention Officer. All public areas and all entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer.
2. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises are open to the public. This staff member shall be able to show Police or an authorised officer of Hackney Borough Council recent data or footage with the absolute minimum of delay when requested.
3. An incident log shall be kept at the premises, and made available on request to an authorised officer of the Council or the Police, which will as a minimum record the following:
 - a. all crimes reported to the venue
 - b. all ejections of patrons
 - c. complaints received
 - d. any incidents of disorder
 - e. seizures of drugs or offensive weapons
 - f. any faults in the CCTV system or searching equipment or scanning equipment
 - g. any refusal of the sale of alcohol
 - h. any visit by a relevant authority or emergency service.
4. SIA registered door supervisors shall be employed subject to an operational risk assessment basis. All security staff shall be clearly identifiable at all times. All door supervisors shall enter their full details in the premises daily register at the commencement of their work. They shall record their full name, home address and contact telephone number, their SIA registration number, and the time they commence and conclude working. If the door supervisor was provided by an agency the name, registered business address and contact telephone number will also be provided. This register will be made available to police or authorised officer immediately upon request.
5. Premises will operate zero tolerance policy to drugs and comply with Hackney Police and Council Community Safety Unit Drugs and Weapons Policy where appropriate.
6. All staff will be given refresher training every twelve months on the legislation relating to the sales of alcohol to underage persons and drunken persons. There shall be written records

of all training kept at the premises and made available to police or other authorised officer upon request.

7. An adequate and appropriate supply of first aid equipment and materials shall be available on the premises.
8. The Premises Licence Holder or DPS will ensure that there is a fire risk assessment and emergency evacuation plan in place at all times.
9. There shall be a written dispersal policy, as agreed with the relevant responsible authorities, implemented at the premises and a copy lodged with the Council's Environmental Protection Team. A copy shall be kept on the premises and made available to police or other authorised officer upon request. *[Note: This condition consolidates the requests of both police and environmental health officers]*
10. Clear and prominent notices shall be displayed and maintained at all exits in a place where they can be seen and easily read by customers requiring customers to leave the premises and the area quietly.
11. On days when a high profile sporting event is taking place within the Queen Elizabeth Olympic Park then the premises licence holder shall comply with any reasonable requests from the Police (including requests to not use outside seating areas or to cease sales of alcohol between certain hours) provided that at least 48 hours prior notice has been given to the premises licence holder.
12. A Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as driving license or passport. Challenge 25 signage will be prominently displayed.
13. All alcohol sold, supplied and consumed on the premises shall be ancillary to a table meal in the restaurant areas. These areas shall be clearly marked. All customers shall be seated and alcohol supplied by waiter/waitress service.
14. The designated smoking area for Block B is the central courtyard
15. Notices shall be prominently displayed at all exits requesting patrons to respect the needs of local residents and leave the area quietly.
16. Music shall be played at background levels at all times.
17. Speakers shall not be located or operated outside the premises.
18. Any windows and/or external doors facing the canal shall be kept closed at any time when regulated entertainment takes place, except for the immediate access and egress of persons.

19. No deliveries must be made to the premises between 10pm and 8am.
20. Patrons permitted to temporarily leave and then re-enter the premises, eg. to smoke, shall not be permitted to take glass containers with them, and drinks must be in plastic containers.
21. Notices shall be prominently displayed at any area used for smoking, requesting patrons to respect the needs of local residents and use the area quietly.
22. The Licensee shall ensure that all staff are fully trained and made aware of the legal requirement of businesses to comply with their responsibility as regards the disposal of waste produced from the business premises. The procedure for handling and preparing for disposal of the waste shall be in writing and displayed in a prominent place where it can be referred to at all times by staff.
23. The Licensee shall ensure that any contract for general and recyclable waste disposal shall be appropriate in size to the amount of waste produced by the business. The Licensee shall maintain an adequate supply of waste receptacles provided by his registered waste carrier (refuse sacks or commercial waste bins) in order to ensure all refuse emanating from the business is always presented for collection by his waste carrier and shall not use any plain black or unidentifiable refuse sacks or any other unidentifiable or unmarked waste receptacles.
24. In order to minimise the amount of time any waste remains on the public highway in readiness for collection, the Licensee will ensure the timeframe within which it may expect its waste carrier to collect is adhered to.
25. The Licensee shall instruct members of staff to make regular checks of the area immediately outside the premises and remove any litter, bottles and glasses emanating from the premises. A final check should be made at close of business.
26. The Licensee shall provide a safe receptacle for cigarette ends to be placed outside for the use of customers, such receptacle being carefully placed so as not to cause an obstruction or trip.
27. The current trade waste agreement/duty of care waste transfer document shall be conspicuously displayed and maintained in the window of the premises where it can be conveniently seen and read by persons standing in Hackney Bridge. This should remain unobstructed at all times and should clearly identify the name of the registered waste carrier the date of commencement of trade waste contract the date of expiry of trade waste contract the days and times of collection the type of waste including the European Waste Code.

BLOCK C: Agreed Hours

- Sunday – Wednesday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – 00:30
 - Opening Hours and LNR : 10:00 – 01:00

- Thursday – Saturday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – 01:30
 - Opening Hours and LNR : 10:00 – 02:00

- Alcohol off-sales shall cease at 23:00hrs every day

- Non Standard hours to be removed.

BLOCK C: Agreed Conditions

1. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of a Metropolitan Police Crime Prevention Officer. All public areas and all entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer.
2. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises are open to the public. This staff member shall be able to show Police or an authorised officer of Hackney Borough Council recent data or footage with the absolute minimum of delay when requested.
3. An incident log shall be kept at the premises, and made available on request to an authorised officer of the Council or the Police, which will as a minimum record the following:
 - a. all crimes reported to the venue
 - b. all ejections of patrons
 - c. complaints received
 - d. any incidents of disorder
 - e. seizures of drugs or offensive weapons
 - f. any faults in the CCTV system or searching equipment or scanning equipment
 - g. any refusal of the sale of alcohol
 - h. any visit by a relevant authority or emergency service.
4. There shall be a minimum of 4 SIA door supervisors and at least one per 100 customers employed at the premises from 2100hrs until 30 minutes after close Thursday-Saturdays (inclusive) whenever licensable activity is taking place. There shall be additional SIA registered door supervisors employed subject to an operational risk assessment basis. All security staff shall be clearly identifiable at all times. All door supervisors shall enter their full details in the premises daily register at the commencement of their work. They shall record their full name, home address and contact telephone number, their SIA registration number, and the time they commence and conclude working. If the door supervisor was provided by an agency the name, registered business address and contact telephone number will also be provided. This register will be made available to police or authorised officer immediately upon request.
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of all training kept at the premises and made available to police or other authorised officer upon request.

7. An adequate and appropriate supply of first aid equipment and materials shall be available on the premises.
8. The Premises Licence Holder or DPS will ensure that there is a fire risk assessment and emergency evacuation plan in place at all times.
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10. Clear and prominent notices shall be displayed and maintained at all exits and in a place where they can be seen and easily read by customers requiring customers to leave the premises and the area quietly and respect the needs of local residents.
11. On days when a high profile sporting event is taking place within the Queen Elizabeth Olympic Park then the premises licence holder shall comply with any reasonable requests from the Police (including requests to not use outside seating areas or to cease sales of alcohol between certain hours) provided that at least 48 hours prior notice has been given to the premises licence holder.
12. A Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as driving license or passport. Challenge 25 signage will be prominently displayed.
13. After 2300hrs there shall be no glass, drinks or open containers taken outside the premises at any time.
14. A maximum of 40 persons using the smoking area to the side of block C
15. A maximum of 15 persons using the smoking area at the back of block C
16. The queue to head towards the back of the block, the service yard, from the main entrance to Block C.
17. Notices shall be prominently displayed at any area used for smoking requesting patrons to respect the needs of local residents and use the area quietly exits requesting patrons to respect the needs of local residents and leave the area quietly. *(Note: Additional EH condition to supplement condition 10)*

18. No noise or vibration shall emanate from the premises that give rise to a nuisance at the nearest noise sensitive premises.
19. Speakers shall not be located/operated in the entrance lobby or outside the premises.
20. Any window and external doors facing the canal shall be kept closed at any time when regulated entertainment takes place, except for the immediate access and egress of persons.
21. No deliveries must be made to the premises between 10pm and 8am.
22. Patrons permitted to temporarily leave and then re-enter the premises, eg. to smoke, shall not be permitted to take drinks with them, unless sitting in the central courtyard with the drink in a plastic container. Off-sales will also be in closed or plastic containers.
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> 2020

**WELCOME TO
HACKNEY
BRIDGE**



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MAKE SHIFT

**MAKE SHIFT EXISTS TO
CREATE SPACES FOR
PEOPLE'S POTENTIAL**

OUR PURPOSE IS TO
IMPROVE ACCESS
TO ENTERPRISE
AND ACCESS TO
EMPLOYMENT



IMPACT DEVELOPMENT

Our projects bring hundreds of thousands of people to your area; they support local people into entrepreneurship and employment; and they create platforms for local businesses to grow into larger commercial spaces.



CONSULTATIVE PROCESS

We work with landowners and local authorities to make sure that the project works for all our partners; and with local people to ensure the space is also designed with their needs in mind.



A LASTING LEGACY

Our meanwhile projects might not last forever but, over the course of their life, they enhance the socio-economic prospects of your area without displacing local people and local business.

INITIAL BRIEF

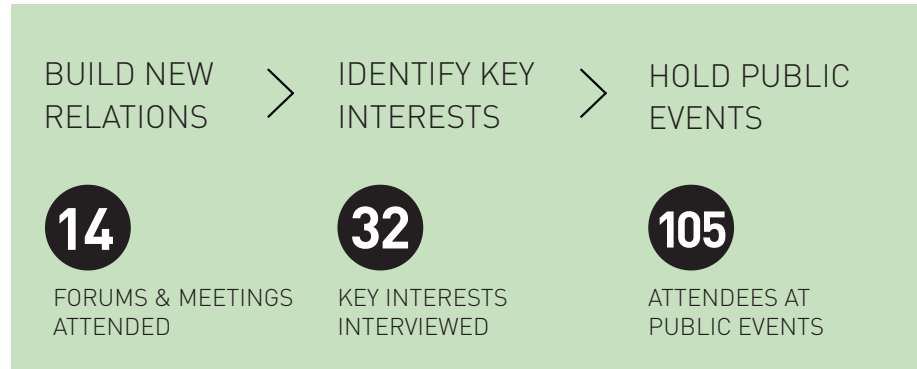
Following our research and design project to explore how a temporarily vacant plot of land on Queen Elizabeth Olympic Park could be used to provide lasting opportunities for independent businesses and local people, we are gearing up for launch.



CONSULTATION AT HACKNEY BRIDGE

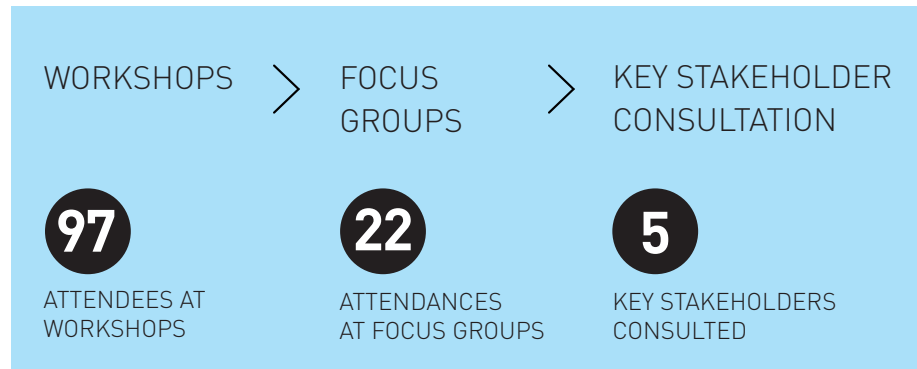
OUTREACH

OUR STRATEGY



ENGAGEMENT

OUR STRATEGY



CONSULTATION AT HACKNEY BRIDGE

USER NEEDS

WORKSPACE

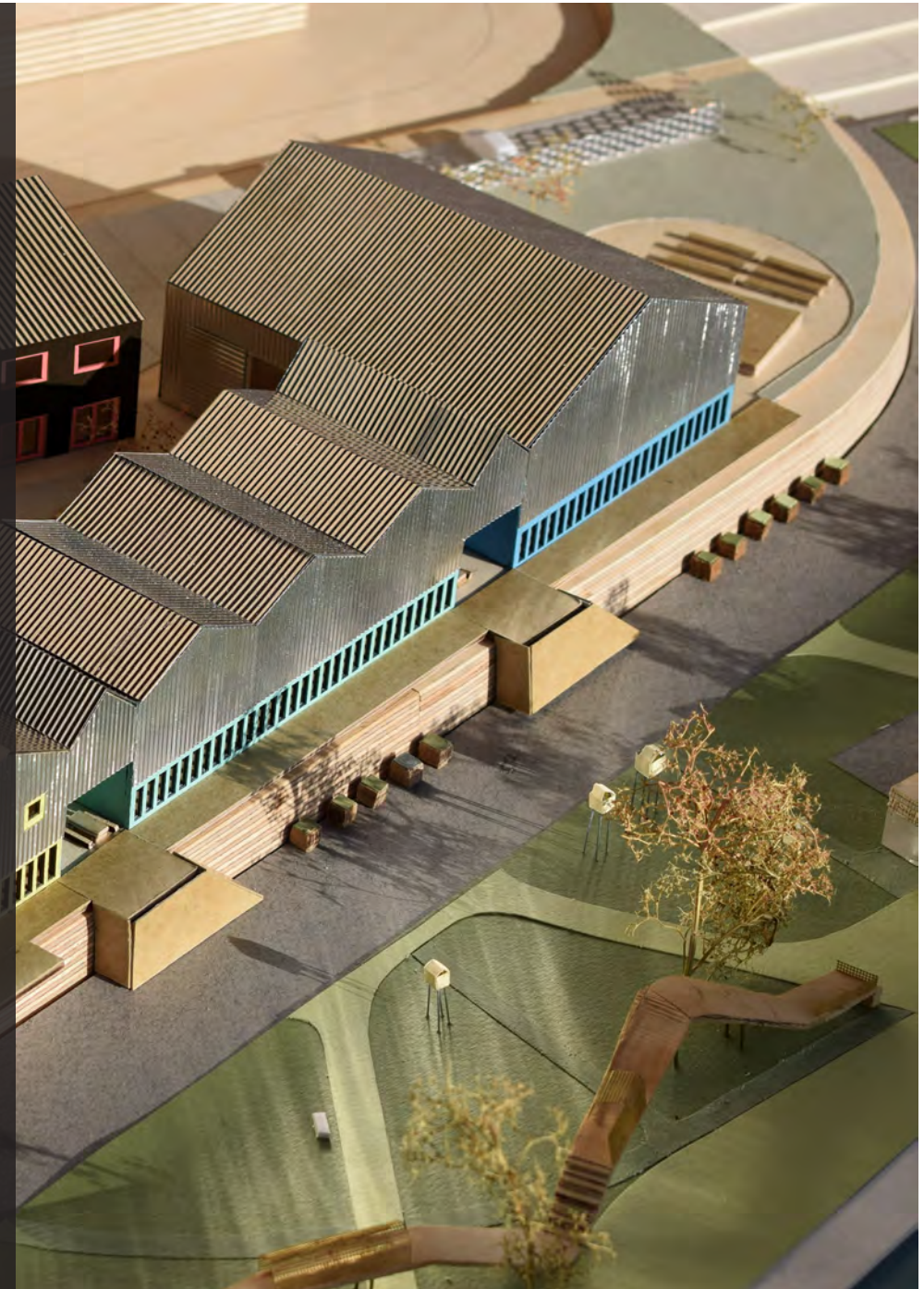
- Flexible light industrial maker space
- Staggered rents
- Open shared spaces as well as private units
- Opportunities to showcase activity to the public
- Space to test ideas through events
- Space for ad hoc collaboration

PUBLIC SPACE

- Opportunity to learn about growing food & plants
- Well-lit to alleviate safety concerns
- A Skatepark
- Activities and facilities for all ages
- Offer something different to the Olympic Park
- Communal spaces to sit and socialise

EVENT SPACE

- Flexible & multifunctional event space
- Lively market stalls
- Tell the stories of past, present & future communities
- Include events for all ages and backgrounds





HACKNEY BRIDGE EXPECTED OUTCOMES

68

Independent businesses on site.

70%

Members from the local boroughs.

260

FTE expected to support.

70%

Jobs given to local residents.

3500

Expected hours invested in the local community.

750k+

Visitors per year.

10%

Supported units at 50% of target rent





HACKNEY BRIDGE VISION

Hackney Bridge is a brand new, canal-side public destination for Hackney Wick featuring workspace, public facilities, events, markets, restaurants and bars.

Giving local enterprise the space they need to thrive together.





OUR PROJECTS: POP BRIXTON

£9M

Added value to local economy per annum.

50+

Independent businesses on site.

70%

Members from the local borough.

247

Full-time jobs supported.

74%

Jobs given to local residents.

5800+

Hours invested into the local community.

200+

Free community events hosted on site.



Pop Brixton has been so successful that the council has just extended its lease until 2020. Leay and his team have created a company called Make Shift and gone on repeat their success in nearby Peckham with Peckham Levels, in a disused car park. A third site in Hackney, on the old Olympic Park site, is next.

- The Independent

"This felt like a great platform to try something relatively risky," Ben says, motioning to the container, which has mirrors along one side and artwork from a nearby college along the other. "The guys here gave us support and took out some of the barriers that get in your way."

- London Barberhood, The Independent

Pop Brixton has got a name for itself for incubating the next big thing on London's culinary scene. "Investors scout around here for talent," says Oli Brown, the founder of Duck Duck Goose, which serves Cantonese food. Within a month of opening at Pop Brixton, Brown had been approached by seven investors.

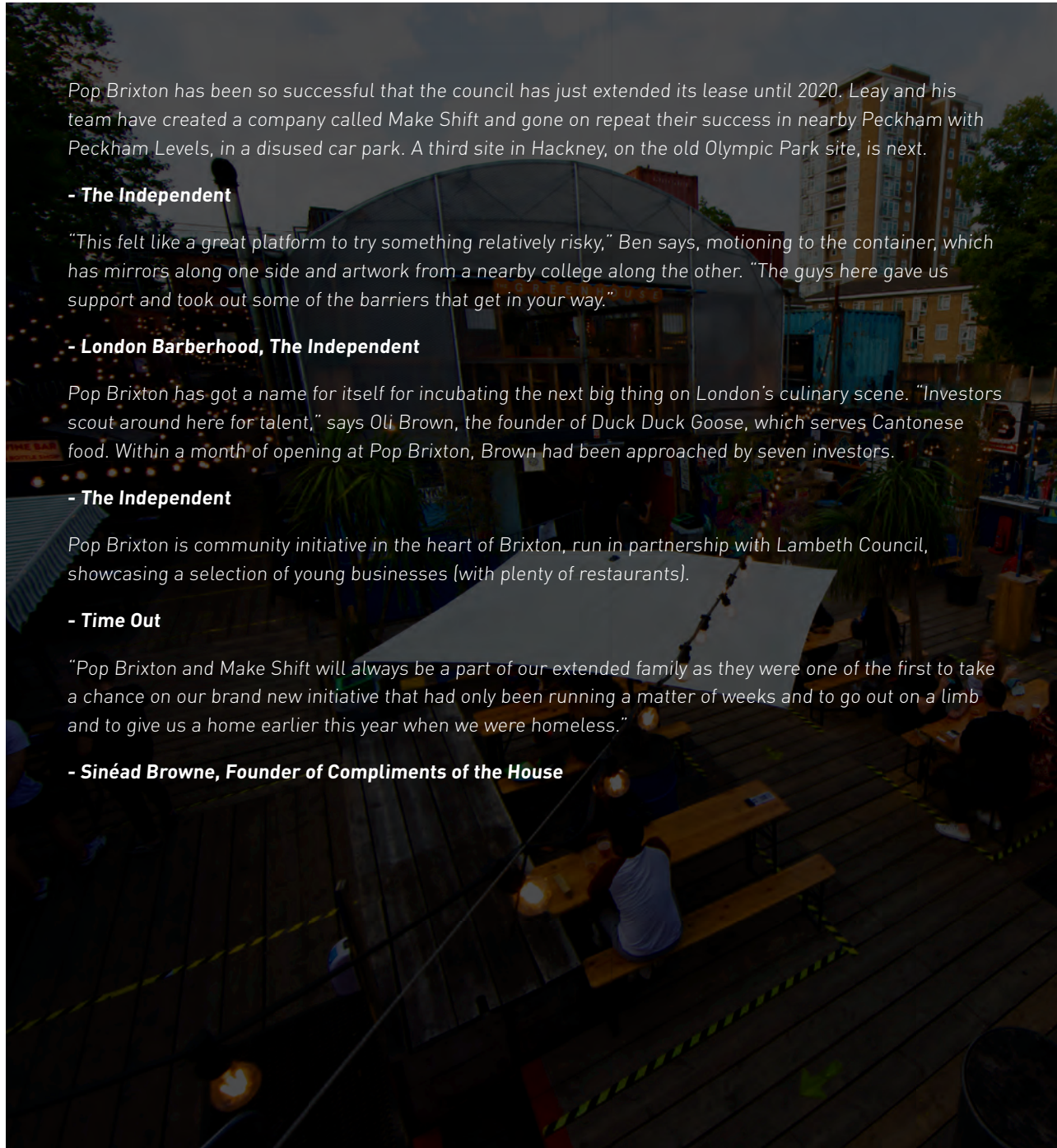
- The Independent

Pop Brixton is community initiative in the heart of Brixton, run in partnership with Lambeth Council, showcasing a selection of young businesses (with plenty of restaurants).

- Time Out

"Pop Brixton and Make Shift will always be a part of our extended family as they were one of the first to take a chance on our brand new initiative that had only been running a matter of weeks and to go out on a limb and to give us a home earlier this year when we were homeless."

- Sinéad Browne, Founder of Compliments of the House







OUR PROJECTS: PECKHAM LEVELS

87

Independent businesses on site.

90%

Members from the local borough.

300+

Full-time jobs supported so far.

70%

Jobs given to local residents.

4000+

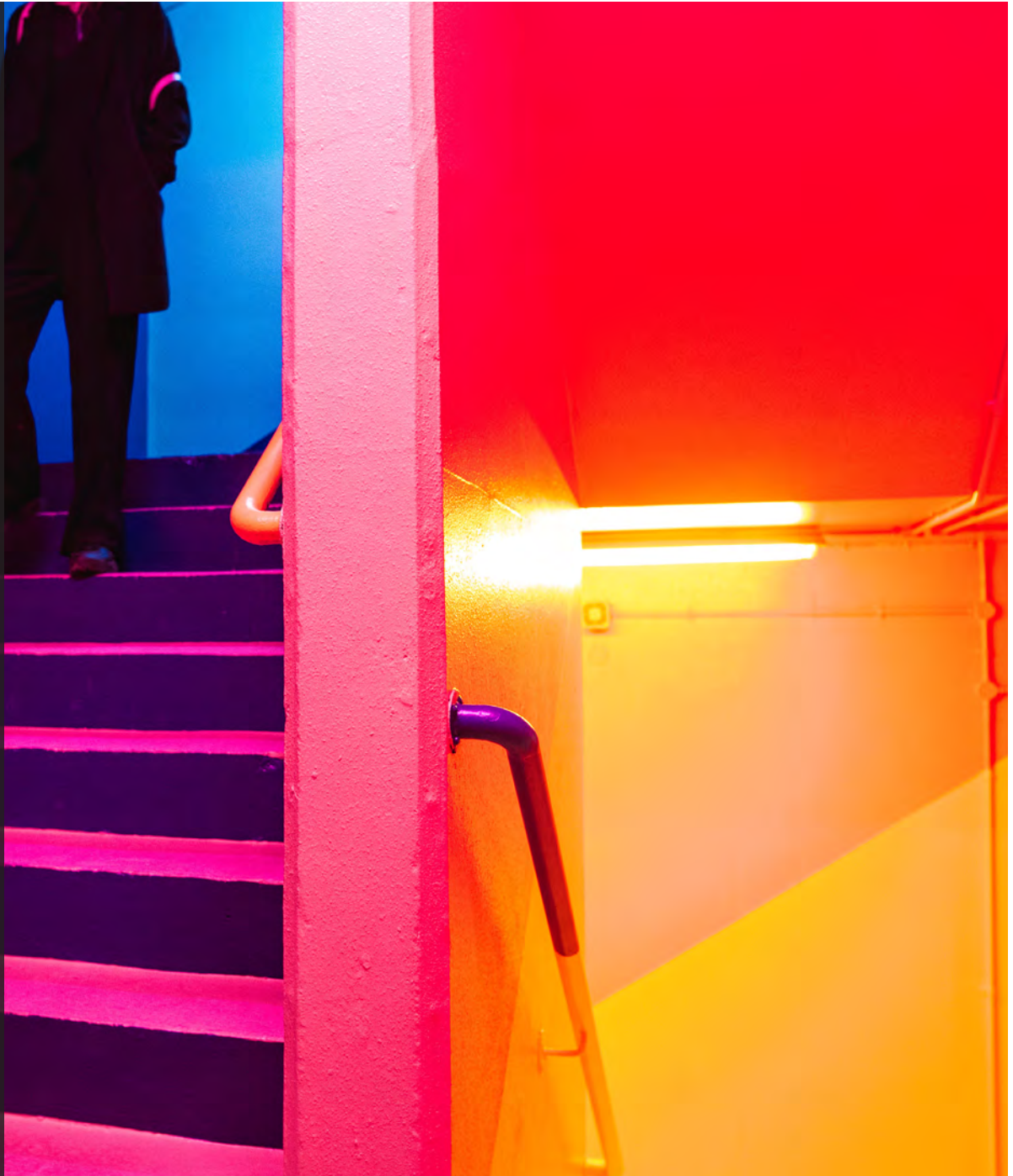
Hours invested into the local community.

750k+

Visitors per annum so far.

10

Units at subsidised rates of 20-50%



Within its midst, you'll find new music venue Ghost Notes, cocktail bar Near & Far, all manner of creative start ups, plus more delicious food traders than you can shake a vegan chicken wing at. Worth the wait? Hell yeah.

- Time Out

A multistorey car park may seem the least adaptable of building types, yet one example in south London, Peckham Levels, has been reimagined as a cultural space, with artists' studios, social enterprises, restaurants, and a now famous rooftop bar. Could similar ideas be applied to the ghost shopping centres and strip-malls of fading suburbs?

- Financial Times

"The Movement Factory became one of the first members to join community space Peckham Levels, seven floors with more than 100 local and independent businesses, backing creatives of all industries. This meant the business had an office for the first time, having been run from Leanne's spare room previously. It also gave her a hub to speak to teachers and to young people looking for advice. Leanne is one of Peckham Levels supported members, which means her rent is subsidised."

- Metro

"It's been fantastic for us as a business. It's shown that we're back on the map. We've gone everywhere now, we've done it all. To have a base that we can call home has been really good for us. You just don't know who you're going to meet, I've met many people such as local counsellors and I don't think that would have been possible if I was still working on my kitchen table. If you need things done there's people here that can do them. I used to go to East London for my T-shirts. Now I go two doors down."

- Leanne Pero - The Movement Factory (Member)

If I had to describe Peckham Levels in one word that word would probably be 'community'. Peckham levels is many things; business hub, a place for a night out, a pop-up cinema for a spontaneous viewing of the exorcist, but all of it is built around Peckham's vibrant local community.

- Ldnlife.com

"Peckham Levels puts on lots of free events for the community to enjoy such as the monthly film night, Deeper into the Movies, business meetups as well as lots of free music to enjoy."

- South East 15



MAKE SHIFT FOUNDATION

"Make Shift Foundation is a South London based charity that provides an open space for 16 to 25-year-olds from Brixton and Peckham to promote their own business ideas and products. The charity uses Pop Brixton and Peckham Levels to host monthly events like exhibitions and youth markets, creating a hub for young people to exist and showcase their talents in."

- Brixton Bugle



HACKNEY BRIDGE

Letters of Support

“Peckham Levels has been a fantastic addition to the local area, supporting hundreds of local enterprises and providing over 300 jobs within the building. In addition, the project delivers multiple additional community benefits including; free event space for local groups, employment & enterprise opportunities for young people and supported spaces for early stage local businesses and social enterprises. Their licensable activities are run to a high standard and we are unaware of any significant licensing issues to date. We highly recommend Make Shift as an operator.”

Neil Kirby
Head of Regeneration South
Southwark Council

Age UK Lambeth has been enormously helped by Pop Brixton in making the most of our Ageless Days: celebrations, sharing and learning opportunities for all ages. Being gifted the venue, the wholehearted engagement of their great people, and the opportunity to make these days truly ageless has been brilliant. The relationships developed will carry on, and in terms of intergenerational progress for the community they are a mainstay.

Paul Springer
Resilient Ageing Lead
Age UK Lambeth

We have established a positive and productive and rewarding working relationship with Pop Brixton over the past 4 years as part of Lambeth College Princes Trust Team Programmes. Our students have taken part in insightful tours along with meet and share sessions, which included talks with vendors at Pop Brixton to give an insight to the world of work. We have organised a number of ongoing work placements for students and they have gained valuable work experience and taking on new responsibilities to improve and develop their transferable skills. We appreciate the ongoing support and guidance offered from Pop Brixton to give

young people more exposure and a better understanding of what is needed as part of their career path and personal development.

Sheromie Brewster

Lambeth College

Pop Brixton has been a fantastic addition to the local area, supporting hundreds of local enterprises and providing over 200 jobs within the project. In addition, the project delivers multiple additional community benefits including; free event space for local groups, employment & enterprise opportunities for young people and supported spaces for early stage local businesses and social enterprises. They're licensable activities are run to a high standard and we are unaware of any significant licensing issues to date. We highly recommend Make Shift as an operator.

Will Steadman

Head of Neighbourhood Regeneration

Sustainable Growth & Opportunity Directorate

London Borough of Lambeth

VARIATION / REMOVAL OF CONDITION(S) APPROVAL

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015

Please see notes at the end of this notice

Applicant

East Wick and Sweetwater
 305 Grays Inn Road
 London
 WC1X 8QR

Agent

Anjuli Schiele,
 Quod Limited
 Ingeni Building
 17 Broadwick Street
 London
 W1F 0DE

Part I - Particulars of Application

Date of Application: 11-Sep-2019

Application No: 19/00388/VAR

Proposal: Application under section 73 of the Town and Country Planning Act 1990 (as amended) to vary condition 2 of (Temporary Buildings and Mobile Garden) of planning permission reference 18/00171/FUL (as varied by 18/00463/VAR, 19/00091/NMA and 19/00565/NMA) to extend the date of the permission. Description of development (as varied by 18/00463/VAR, 19/00091/NMA and 19/00565/NMA) is time limited planning permission for the Construction of five temporary buildings between 2 and 3 storeys providing 776sqm GIA of workshops/studios (B1); 131sqm GIA of maker/retail space (B1/A1); 426sqm GIA of shops, cafes and bars (A1/A3/A4); 464sqm GIA of pop-up shops, food hall and market stalls (A1/A3/A4); 563sqm GIA event/community space (Sui Generis); 37sqm GIA of community meeting rooms (D1); and associated cycle parking, servicing, management, lighting and landscape, a mobile garden, including associated buildings and structures, such as raised planters, storage containers, flexible programming space, boundary treatment and associated infrastructure.

Location: Clarnico Quay, Eastwick, Development Parcel 5.3, Planning Delivery Zone 5 (PDZ 5), Queen Elizabeth Olympic Park, London

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **VARIATION OF CONDITION 2 HAS BEEN APPROVED** as referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

- 1. Time limit**

The development shall be commenced before the expiration of three years from the date of the permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

2. Temporary Buildings and Mobile Garden

The buildings and mobile garden and associated works hereby permitted shall not be retained after 31st December 2029 and the structures shall be removed from the site and the land reinstated before the 31st January 2030. The site shall be reinstated in accordance with a scheme which shall have first been submitted to and approved in writing by the Local Planning Authority prior to cessation of the uses hereby permitted

Reason: The structures are not of a type such that the Local Planning Authority is prepared to approve other than for a limited period, having regard to the materials of the structures proposed and to enable the permanent regeneration of the site to occur.

3. Works in Accordance with Approved Details

The development hereby permitted, including demolition and construction, shall not be carried out otherwise than in accordance with the following details and plan numbers:

- (16 HAC-P-002; 16 HAC-P-010; 16 HAC-P-013; 16 HAC-P-020; 16 HAC-P-030; 16 HAC-P-100; 16 HAC-P-101; 16 HAC-P-102; 16 HAC-P-103; 16 HAC-P-190; 16 HAC-P-191; 16 HAC-P-200; 16 HAC-P-201; 16 HAC-P-202; 16 HAC-P-203; 16 HAC-P-300; 16 HAC-P-301; 16 HAC-P-302; 16 HAC-P-303; 16 HAC-P-304; 16 HAC-P-400; 16 HAC-P-401; 16 HAC-P-402; 16 HAC-P-403; 16 HAC-P-404; 16 HAC-P-700;
- 001 Mobile Garden Illustrative General Arrangement Plan;
- 002 Mobile Garden Proposed Elevations;
- 003 Mobile Garden Boundary Plan; and
- 004 Mobile Garden General Arrangement Plan
- Design and Access Statement Revision D September 2019 – prepared by Carl Turner Architects with Makeshift and London Legacy Development Corporation
- Transport Statement Clarnico Quay Vectos March 2018;
- Site Management Plan Clarnico Quay Makeshift March 2018;
- Clarnico Quay Report AS9840.180213.R1 – Clarke Saunders Acoustics – Noise Assessment March 2018;
- Clarnico Quay Atkins Remediation Technical Note March 2018 as updated and agreed with PPDT Consultants ARUP May 2018;
- Clarnico Quay Statement of Participation Makeshift March 2018;
- Clarnico Quay Air Quality Assessment Report No.442707/AQ/01 (01) March 2018;

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.

4. Construction Activities

No construction activities shall be carried out otherwise than in accordance with the approved LCS Site Wide Code of Construction Practice (CoCP) and the LCS Site Wide Construction Transport Management Plan (CTMP). The entrance to the site shall be manned by a qualified competent

banksman to ensure vehicle and pedestrian safety at the access to the site from Copper Street and the Copper Box Arena service road.

Reason: To ensure that the construction of the development minimises its impacts on local residents and minimises its impacts upon the strategic transport network in accordance with Local Plan Policy T.4.

5. Verification Report

The development hereby permitted (or a stage of the development as may be agreed in writing with the Local Planning Authority) shall not be occupied until a verification report demonstrating completion of works (as the works apply to that stage, as relevant) set out in the approved Remediation Technical Note (Revision 2, dated May 2018), has been submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard human health, controlled waters, property and ecological systems, and to ensure that the development has been carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Local Plan policy BN.13.

6. Secured by Design

The development hereby permitted shall not be first occupied until the details in the External Lighting and Surveillance Strategy, as set out in Section 6.10 of the Design and Access Statement; and the Safety and Security Strategy set out in Section 5 of the Site Management Plan, have been implemented. The development shall thereafter be retained.

Reason: To ensure appropriate regard to Secured by Design in accordance with policy 7.3 of The London Plan (2016).

7. CCTV

The development hereby permitted shall not be first occupied until details of a CCTV system have been submitted to and approved in writing by the Local Planning Authority. The development shall not be first occupied until the approved CCTV system has been installed and put into use. The CCTV system shall be maintained in good working order for the life of the development and shall include a trained operative on site at all times during the operation of licensable activities. All CCTV recordings shall be kept on site for 31 days and made available for inspection by the relevant authorities. CCTV would be monitored and radio link used to assist security in preventing crime and disorder.

Reason: To assist security in preventing crime and disorder in accordance with policy 7.3 of The London Plan (2016).

8. Events Management Co-ordination Framework

No events shall be held on the site other than in accordance with the approved LLDC Events Management Co-ordination Framework.

Reason: To ensure a coordinated approach to events across the Queen Elizabeth Olympic Park and to ensure that the development is adequately managed and maintained in accordance with London Plan policies 7.3 and 7.5.

9. Delivery Servicing Management

Upon first occupation of the development hereby permitted the Delivery and Servicing Management shall be implemented in full compliance with approved documents Vectos Makeshift Clarnico Quay Transport Statement dated March 2018 and Site Management Plan Clarnico Quay Makeshift March 2018t and shall thereafter continue to be fully implemented for the period of the development.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise, in accordance with Local Plan policy BN.11.

10. Cycle Parking

The development hereby permitted shall not be occupied until details of the 75-cycle parking arrangement for both employees and customers have been submitted to and approved in writing by the LPA. The cycle parking spaces shall be installed prior to the first use of the premises in accordance with any such approval given, and it shall be retained for the lifetime of the development. The use of the cycle parking shall be monitored, and a review of this shall be submitted to the Local Planning Authority for its written approval on each anniversary of the commencement of the development; unless otherwise agreed in writing by the Local Planning Authority. If additional cycle parking is demonstrated to be required this shall be provided in accordance with the details of the approved review.

Reason: To promote alternative, sustainable forms of transport, in accordance with Local Plan Policy T.9.

11. Travel plan

The development hereby permitted shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in full compliance with the approved details, and shall thereafter continue to be fully implemented for the period of the development.

Reason: To ensure that the development does not generate an excessive number of car trips which would be contrary to the Local Plan Policy T.7

12. Ecological Enhancements

Prior to the commencement of above ground works, details of biodiversity enhancements (bird and bat nesting boxes etc.) shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be carried out prior to first use of the development, and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity in accordance with Local Plan policy BN.3.

13. Community Hire

Prior to the occupation of Block C, a Community Hire Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Community Hire Strategy shall detail the arrangements for Block C to be made available for free hire to the local community for a period of 25% of its opening days per calendar year. The Community Hire Strategy shall detail days, times, management and marketing measures; and the development shall not be carried out otherwise than in accordance with the approved strategy.

Reason: In the interests of creating vitality through interim uses, in accordance with Local Plan Policy B.3.

14. Commercial Unit Affordable Rent and Community Strategy

The development hereby permitted shall not be first occupied until a Commercial Unit/Affordable Rent and Community Strategy has been submitted to and approved in writing by the Local Planning Authority.

The Commercial Unit/Affordable Rent and Community Strategy shall:

- identify how the commercial units (including managed and affordable workspaces) would meet the needs of small local companies and businesses;
- identify the allocation of hours for community benefits
- identify how the commercial units would be marketed and allocated to local companies and businesses; and

- set out measures for the management of the commercial units thereafter;

The Commercial Unit and Affordable Rent Strategy shall be updated annually detailing the effectiveness of the strategy and shall be submitted to and approved in writing by the Local Planning Authority, and the development shall not be carried out otherwise than in accordance with the approved strategy.

Reason: In the interests of providing low cost managed workspace, in accordance with Local Plan Policies B.3 and B.4.

15. External Materials

Prior to the construction of above ground works samples of materials and finishes to be used on the external surfaces of the development of the respective area of land shall be submitted to and approved in writing by the Local Planning Authority. The approved materials shall be used in the implementation of the development.

Reason: To safeguard the appearance of the buildings and the character of the area generally and to enable the Local Planning Authority to properly consider and control the development in the interest of visual amenity and to accord with Policies BN.1 and BN.4 of the Local Plan 2015.

16. Extract Ventilation

No A3 use shall commence until suitable equipment to remove and/or disperse odours and odorous material has been fitted to the extract ventilation system in accordance with a scheme to be approved in writing by the Local Planning Authority. Thereafter, the equipment shall be properly maintained and operated during normal working hours.

Reason: To protect the amenity of occupiers of nearby premises.

17. Amplified Sound

The level of amplified sound from the proposed development, measured as a 15 minute LAeq, shall be set at a level such that it is 10dBA below the concurrent background LA90(15min) level when measured or predicted at 1.0m from the facade of the nearest residential premises. The set level shall be controlled by a noise limiter or other device to ensure that the permitted set level is not exceeded.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise, in accordance with policy BN.11 of the Local Plan.

18. Amplified Sound - monitoring

Within six months of occupation of the site, noise levels including plant noise shall be monitored to ensure that they do not exceed the predicted levels as set out in the approved Noise Impact Assessment and this shall be submitted to the Local Planning Authority for approval in writing. Any mitigation measures identified as being required during monitoring, not identified in the Noise Impact Assessment, shall be implemented as agreed and thereafter be retained for the period of the development.

Reason: To ensure that the amenity of occupiers of the surrounding premises is not adversely affected by noise, in accordance with Local Plan policy BN.11.

19. Hours of Operation

The use of the premises shall only be permitted during the hours:

- 0700 to midnight Monday, Tuesday, Wednesday and Sunday and Bank Holiday;
- 0700 to 0100 Thursday, Friday and Saturday; and
- The external areas within the premises shall not be used by members of the public after 10pm.

Reason: To ensure that the amenity of occupiers of the surrounding premises is not adversely affected by noise from activities or people at or leaving the site, in accordance with Local Plan policy BN.11.

20. Deliveries

No deliveries nor collections/loading nor unloading shall occur at the development hereby approved other than between the hours of 07:30 to 20:00.

Reason: To ensure that the amenity of occupiers of the development site/surrounding premises is not adversely affected by noise, in accordance with Local Plan policy BN.11.

21. Site Management Plan

Upon first occupation of the development the Site Management Plan Clarnico Quay Make Shift March 2018 shall be implemented in full compliance with the approved document, and shall thereafter continue to be fully implemented for the period of the development.

Reason: To ensure the Local Plan policy BN.1.

22. Lighting

No architectural lighting, security lighting or other external means of illumination of the site shall be provided, installed or operated in the development, except in accordance with a detailed scheme, which shall include level of luminance and light spill, and shall provide for lighting that is low level, hooded and directional, and has been previously submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details and retained thereafter.

Reason: In the interests of ecology and local amenity in accordance with Local Plan policy BN.3.

23. Lighting – lux levels

External artificial lighting at the development shall not exceed 2 lux levels of vertical illumination at the Lea Navigation canal and neighbouring premises and shall be minimized and glare and sky glow shall be prevented by correctly using, locating, aiming and shielding luminaires, in accordance with the Institution of Lighting Professionals in the 'Guidance Notes for The Reduction of Light Pollution 2011' Guidance Notes.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by lighting, in accordance with policy BN.1.

24. Landscaping

Relevant landscape works shall not be commenced until the following information has been submitted to and approved in writing by the Local Planning Authority:

- Detailed 1:50 drawings (or at an alternative scale agreed with the LPA) and illustrative material (where appropriate) of any hard and soft landscape works including planting / species mix, colour, type and patternation treatments hard surfaces (including any wind mitigation measures).
- Samples of materials shall be provided in accordance with Condition [15];
- Full details of the treatment of site boundaries (including species mix, bollards, picket, steel and elephant grating fencing);
- Details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development;
- Approach to the areas identified for 'Future Community Planting' and 'Future Community built furniture and artwork'. Such details shall set out:
 - Ecological considerations for community planting;
 - Location of tables and chairs;

- How inclusive access furniture is to be provided;
- Details including plans, elevations and specifications of any play equipment including skate park details to be provided (or anticipated timing, where this is not provided at first occupation); and
- Details of parapet/balustrade around the terraced areas;
- Management arrangements for areas of retained landscape, community planting and soft landscape treatments set out above.

For the avoidance of doubt, the above details shall not relate to the area identified as the Mobile Garden. All landscape to the Mobile Garden works shall be implemented as approved.

The planting, seeding and/or turfing shall be carried out as approved in the first planting season following completion of building works comprised in the development of the respective area of land and any tree or shrub that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season.

All landscaping works shall be maintained in accordance with the approved details and retained for the period of the development unless otherwise agreed in writing in advance by the Local Planning Authority.

Reason: To ensure the proposed development would enhance the visual amenities of the locality and in order that the Local Planning Authority may ensure that the design and details are of high quality and to be in accordance with Policies BN.1 and BN.3 of the Local Plan 2015.

25. Refuse

No part of the development hereby approved shall be occupied prior to the provision of the refuse storage, as indicated on the approved drawings. All refuse generated by the development hereby permitted shall be stored within these enclosures. The waste management shall be carried out in accordance with the 'Refuse and Recycling Strategy' as set out in the Design and Access Statement and retained for the period of the development unless otherwise agreed in writing in advance by the Local Planning Authority.

Reason: To ensure that the use does not give rise to smell nuisance and to prevent harm to the street scene arising from the appearance of accumulated rubbish, in accordance with Local Plan Policy S.6.

26. Sustainability

The proposed sustainability measures as set out in the 'Sustainability Strategy' of the Design and Access Statement shall be implemented in accordance with the strategy upon commencement of the development. The approved measures are to be retained for the period of the development unless otherwise agreed in writing in advance by the Local Planning Authority.

Reason: In the interests of energy conservation, reduction of CO2 emissions and wider sustainability, in accordance with policies 5.1, 5.2, 5.3, 5.6 and 5.7 of The London Plan (2016).

Informative

1. This decision notice should be should be read in conjunction with decision notice issued in respect of planning application reference 19/00565/NMA approved on 17th December 2019 regarding amendments to the description of development of planning permission 18/00171/FUL (as amended by 18/00463/VAR, 19/00091/NMA, 19/00388/VAR and 19/00565/NMA).

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this application:

Following submission of the application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The application complies with planning policy as stated above and was determined in a timely manner.

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: **17-Dec-2019**



Anthony Hollingsworth
Director of Planning Policy and Decisions
London Legacy Development Corporation

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

Meanwhile Project at Clarnico Quay

Service Level Agreement

This agreement is made on the 2 September 2019

Between

(1) The London Legacy Development Corporation of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (LLDC)

and

(2) East Wick and Sweetwater Projects (Holdings) Limited (registered number 09459001) whose registered office is at 6th Floor, 350 Euston Road, Regents Place, London NW1 3AW (EWS)

and

(3) Clarnico Quay Ltd (registered number 11006924) whose registered office is at 49 Brixton Station Road, London, England SW9 8PQ (Clarnico Quay)

each a "party" and together the "parties"

Background

Pursuant to an Agreement for Lease dated 4 April 2017, ^(as varied) between the parties and others (the Agreement for Lease) the parties have entered into a lease and an underlease (respectively) dated 2 September 2019, for the lease and underlease of part of Queen Elizabeth Olympic Park (Red line appended and title number (to be allocated)) (the "Lease").

The parties intend that the land outlined in the Lease is used for particular purposes and in accordance with particular service levels that are described in this document.

The parties have entered into this agreement detailing the terms and conditions and service levels which shall apply in relation to the operation of Clarnico Quay's business as permitted under the Lease (the Project).

1 Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

"Policies"	means any policies of EWS and LLDC that may be communicated to Clarnico Quay from time to time.
"SLA"	means the service level agreement set out in Schedule 1.

1.2 This agreement consists of the main body of this agreement, the SLA and the other schedules.

- 1.3 If there is an inconsistency between the main body of this agreement, the schedules or the Lease, the order of precedence shall be:
 - 1.3.1 the Lease and its schedules;
 - 1.3.2 the SLA;
 - 1.3.3 any other part of this agreement.
- 1.4 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.5 A reference to writing or written includes e-mail.
- 1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Term and Termination

- 2.1 Subject to the parties' rights to terminate early, this agreement shall continue in force for the duration of the Lease.
- 2.2 This agreement will terminate automatically if the Lease expires or is terminated.
- 2.3 6 monthly during the first 2 years of the term of this agreement and no less than annually thereafter for the balance of the term of this agreement, the parties shall meet to discuss whether any parts of this SLA need to be amended or whether any additions need to be added and to discuss Clarnico Quay's performance in relation to the SLA. Following this discussion, EWS and Clarnico Quay can agree to amend the SLA or specify any additional amendments in writing (which will then be deemed to be included within the SLA). In the event of suspected breach of the SLA either party may call for earlier review.
- 2.4 Failure to meet any target referred to in schedule 1 or 2 below may be escalated in accordance with paragraph 3 of the schedule 1. The parties hereby agree that the following provisions shall apply to any failure which is escalated:
 - a. in the case of such failure, EWS/LLDC shall be entitled to specify remedial steps which Clarnico Quay (providing that such list of remedial steps is copied at the same time to any third party funder of Clarnico Quay that EWS and/or LLDC (as the case may be) has been given written notice of and (where relevant) approved) has to take within a reasonable timescale (to be specified by EWS/LLDC and in any event not less than three months and not more than six months); and
 - b. if Clarnico Quay does not follow any of the remedial steps specified by EWS/LLDC under clause a above or the target(s) has not been met by the end of the timescale specified by EWS/LLDC under clause a above, EWS will be entitled to terminate this agreement and break the Lease to which it is appended with twelve months' notice by sending written notice to Clarnico Quay save in relation to the matters set out at paragraph 9 of Schedule 1 where the notice period shall be 10 working days and the notice may be served by EWS and/or LLDC at any time following a breach of any provision contained in paragraph 9 of Schedule 1 (for so long as the breach is continuing (and in the case of obligations relating to time periods such breach shall be deemed not to be continuing even if a time period has passed where the thing that should have been done by a certain date has subsequently been done).

3 Service Level Agreement

- 7.3 No one other than a party to this agreement shall have any right to enforce any of its terms.
- 7.4 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Schedule 1

Project objectives and principles

- 1.1 The project objectives are focused on the "more jobs and sustainable growth" outcome, as set out in the agreed targets in Schedule 2.
- 1.2 The following project principles will guide the project:
 - 1.2.1 Local management that is drawn from within the growth boroughs of Hackney and Newham: Programming and use of the space should involve local people, organisations and businesses to support local trade and enterprise and local community initiatives. *Handwritten: Newham Tower Hamlets*
 - 1.2.2 Support local groups and encourage creativity: There are lots of cultural and creative organisations in the local area that should be encouraged to get involved in delivering activities and using the space.
 - 1.2.3 Keep money and skills locally: Future plans should seek to ensure that income generated supports the local economy, users of the site and the community.
 - 1.2.4 Diversity and Inclusion: Special effort should be applied to the provision of a balanced programme of site activity to include events, educational/ training courses and employment opportunity that is inclusive and where possible, accessible to all.
 - 1.2.5 Community Integration – providing a focal point for integration of existing and new communities, at both the grass roots level and by being a good neighbour to the new community developed within EWS
 - 1.2.6 Placemaking – promote Clarnico Quay as an integral part of East Wick and Sweetwater, and the Queen Elizabeth Olympic Park. Over time recognise the increasing importance of EWS as a place brand in its own right, to be communicated alongside Clarnico Quay
 - 1.2.7 Growth – support commercial enterprise and business growth, forming a pathway for businesses into the permanent employment spaces being developed in EWS and the wider Queen Elizabeth Olympic Park

1 Design, planning & construction

- 1.1 Clarnico Quay will manage all construction work and carry all contractor risk. It will take out insurance cover for the works to a pre-agreed level of public indemnity.
- 1.2 Clarnico Quay will apply for and be responsible for all necessary planning permissions, Building Regulation compliance and all other permits at their own risk.
- 1.3 Clarnico Quay will undertake on-going community consultation/stakeholders engagement through any design development of the scheme.

2 Steering Group

- 2.1 A project steering group will be established, including representatives from the local community, EWS/LLDC officers and senior members of the Clarnico Quay team.
- 2.2 Separate Terms of Reference for this group have been established and can be periodically reviewed, subject to approval from the EWS/LLDC.
- 2.3 Clarnico Quay will be responsible for servicing the steering group.

3 Performance Reporting

- 3.1 Clarnico Quay will report on performance at each Steering Group meeting and to EWS. A formal submission of performance against this SLA will be submitted to the Steering Group every 12 months unless there is further reporting required more frequently by the steering group as a remedial measure
- 3.2 It is acknowledged by all parties that this is a pilot project and that in some cases the targets set upon initiation of the scheme will vary. However the Steering Group and EWS will work with Clarnico Quay to ensure that the overall project principles outlined in Schedule 1 and 2 of this Schedule and the broader objectives of the scheme will be adhered to.
- 3.3 Failure to meet the requirements set out within this SLA will trigger the escalation and resolution process set out in paragraph 2.
- 3.4 Issues should be raised by Clarnico Quay, or another interested party to EWS's appointed lead officer for the project. They will escalate this as appropriate with Steering Group for decision in consultation with EWS where appropriate.
- 3.5 Amendments to this SLA will need to be agreed in writing by the Steering Group in consultation with EWS and LLDC as appropriate.

4 Management of the project

- 4.1 Make Shift will recruit a dedicated site management team who will be responsible for the day-to-day operation of Clarnico Quay once open. This team will be provided with on-going support from MakeShift.
- 4.2 Make Shift will be responsible for the overall management of the entire Clarnico Quay site. Clarnico Quay will lease the Mobile Garden to Our Park Life.
- 4.3 The site management team will actively participate in the Park Programme Coordination Group for wider park planning.
- 4.4 The Fire Strategy will be signed off by building control
- 4.5 A CCTV system shall be installed and maintained in good working order and all CCTV recordings shall be kept on site for 31 days.

- 4.6 A full Dispersal Policy shall be produced, maintained and updated, and all staff will be trained and made aware of any changes. Site management will use this to ensure the smooth dispersal and departure of members and visitors.
- 4.7 Contracts for sustainable removal of waste shall be entered into and enforced throughout the complex to ensure prevention of any waste build up and removal of such waste in a sustainable and environmentally friendly manner.
- 4.8 EWS and LLDC will have one seat each on the Clarnico Quay steering group for the life of the Project
- 4.9 Clear wayfinding will be mounted at all entry and exit points to allow patrons to easily identify the transport links
- 4.10 In relation to accounting, Clarnico Quay will operate an open book policy with EWS and LLDC. The accounts will summarise all relevant costs and income to the project.

5 Management of the site

- 5.1 Clarnico Quay will employ a management team who will be fully responsible for the site and the activities, including all insurances, permissions and licences, facilities and operations.
- 5.2 Clarnico Quay will curate and manage events on the site in conjunction with the Park Project Co-ordination Group and others. The overall approach will be agreed in line with the project principles, as outlined in section 1 of this schedule, and in consultation with the Steering Group.
- 5.3 All employees of Clarnico Quay will be paid at least the London Living Wage, unless they are under a traineeship, apprenticeship or other training programme.
- 5.4 A full time General Manager will be employed for the site, alongside appropriate levels of caretaking and security as defined through any regulatory license.
- 5.5 CQ site management will meet on no less than a monthly basis with EWS estate management team to focus on operational interfaces
- 5.6 Clarnico Quay will encourage the use of local suppliers wherever possible.

6 Management of tenants

- 6.1 Further increases in supported rent may be necessary during the course of the project, but these will need to be agreed with EWS & LLDC, in consultation with the Steering Group and subject to review after 12 months of operation.
- 6.2 Clarnico Quay will be responsible for assessing applicants against the selection criteria, except the allocations for subsidised spaces over three months in rental, which should be made in partnership and agreement with the Steering Group, while also adhering to the agreed allocations policy. The selection criteria is to be agreed and signed off by EWS and LLDC prior to selection commencement.
- 6.3 Tenant performance against the agreed criteria and their applications will be monitored and feed into the annual review, linked to a break clause in their tenancy agreements.
- 6.4 CQ will interface with EWS growth fund managers to evaluate opportunities for deployment of the growth fund, and assist with monitoring and reporting of any accrued benefits from this.
- 6.5 Clarnico Quay will work with partners to provide business support where possible. They will produce a list of providers and distribute to their tenants, updating in annually, or as appropriate.

7 The communal spaces

7.1 Clarnico Quay will work with local organisations and businesses to host workshops, curate a programme of activities and community events, as part of an events programme, to be agreed annually in consultation with the Steering Group.

8 Education, work placement, training and skills

8.1 Clarnico Quay will work with LLDC and the local authorities, partner with local schools, colleges and a number of training organisations who have formalised training courses and various training and work placement schemes, as part of the Community Investment Scheme. Clarnico Quay will provide work placement and trainee schemes open to local residents. Programmes will encourage payment of London Living Wage. The organisations will also host a mixture of training places from formal accredited courses to workshops and vocational training.

9 Abandonment

Clarnico Quay will ensure that at all times during the term of the Lease it is open and actively trading from the site and will ensure that the site is not left unoccupied for a period of more than three (3) months Provided that during the construction of Clarnico Quay's facility on the site it shall instead proceed promptly with construction and ensure that construction on the site is not suspended or abandoned for a period of more than three (3) months and in any event starts expeditiously and is completed within three (3) months of the date of the Lease AND FURTHER Clarnico Quay will adhere and/or procure adherence to the terms of the Agreement for Lease that shall continue after the date of the Lease

Schedule 2

The Clarnico Quay Meanwhile Project must include the following mix of uses:

1. No more than
 - 25% Food
 - 10% Drink
 - 10% Retail
 - 15% Markets
 - 25% Events
2. No less than
 - 5% Studios
 - 5% Offices
 - 10% Makerspaces
 - 5% Community Space
 - 7% Supported units

Social Commitments

- 100% of members will be independent businesses with at least 70% from the surrounding local boroughs.
- The project is expected to host over 260 FTE jobs across a range of sectors.
- The event spaces and meeting rooms will be available for free hire to local community groups at least 25% of the time.

- Each member will invest a minimum of 1 hour a week into our Community Investment Scheme, a programme that will connect them with local schools, colleges, charities and community groups to share their skills and inspire change.
- The Community Investment Scheme will generate over 3,500 hours of interaction and support for the wider community each year.
- 10% of the scheme's profits will be used to create fund that can support and enhance the Community Investment Scheme's output.

Social Impact KPIs

The matters contained in the Clarnico Quay Community Investment Scheme Schedule annexed to this Agreement

IN WITNESS of which the parties have executed this Agreement as follows:

Signed for and on behalf of EWS

Name

Signature

Signed for and on behalf of LLDC

Name MICHAEL MAY

Signature 

Signed for and on behalf of Clarnico Quay

Name

Signature

Appendix
Clarnico Quay Community Investment Scheme Schedule

SCHEDULE PART 18

Legacy Communities Scheme: Clarinco Quay

Key Performance Indicators Operational Phase

Each KPI target and penalty is expressed annually. The target set out in each KPI has been calculated basis of the Operator achieving 100% occupancy rates. If the occupancy rates achieved are more or less than 100% in a calendar year then the numbers in the targets will be adjusted on a pro-rata basis

THE OPERATIONAL PHASE KPIS APPLY FOR THE DURATION OF THE LEASE AGREEMENT, INITIALLY 7 YRS.

Failure to achieve Schedule 18 KPI targets count as a Significant Performance Failure under the Agreement for Lease / SLA and may possibly trigger the termination of the Lease Agreement.

Purpose
This KPI Schedule forms Schedule Part 18

Areas of performance
The KPIs are divided into the following categories:
1 Curriculum support
2 Employment & Skills
3 Access to opportunities
4 Environmental KPis (Not Used)

Communication of results
The KPIs will be reviewed annually, and it is important that the results are communicated in a transparent manner.

Review of KPis
These KPis will be reviewed annually to ensure continued relevance. Where both the partners believe that the partnership would benefit from a change to the KPis, the revisions should be agreed between the parties and implemented through a change to this schedule.

Note: These KPis may need adjustment and revision at a local level to be consistent with the priorities for LLDC and its partners



Methodology and method statements

Area of assessment	Objective	Key Performance Indicator	KPI Number	Deliverable	Period over which KPI measured	Targets	Deduction	Method Statement	Data collected by:	Frequency	Primary Owner
Socio-Economic Benefits	To provide curriculum support	Create Work Placements or Traineeships	1	Number of individual work placements that are offered to young people (Aged 14-19)	From commencement of site operations	4 individuals offered work placements	Failure to achieve this KPI targets count as a Significant Performance Failure under the AIL / SLA	Suitable and relevant work placements identified by the Operator and tenants. Opportunities to be offered to local Schools/Colleges, with an emphasis on engaging with secondary schools serving the adjacent communities (identified and agreed with LLDC Socio-Economic Team). The coordination will be provided by Community Benefits Manager (The definition of a work placement is assumed to be a minimum of 1 week per individual and a maximum of 6 weeks) pay travel costs and expenses as a minimum if none provided.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager
		Curriculum Support Activities - individual engagement	5	Number of individual engagements offered per annum	From commencement of site operations	3 individual engagements offered	Failure to achieve this KPI targets count as a Significant Performance Failure under the AIL / SLA	Suitable and relevant curriculum support to be identified by the Operator and Operators Tenants in discussion with partners. Curriculum support to be offered to local schools/colleges with an emphasis on engaging with secondary schools in the adjacent communities (identified and agreed with LLDC Socio-Economic Team). The coordination will be provided by Community Benefits Manager. We will target to engage with 5 schools in each Growth Borough.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager
		Provide community space provided to support a range of community based organisations/groups within the Growth Boroughs	8	Percentage of community/events space provided free of charge to local groups and organisations	From commencement of site operations	25% of event/community space to be provided free of charge. Each year from 2018	Failure to achieve this KPI targets count as a Significant Performance Failure under the AIL / SLA	Selection criteria and booking process reflecting local priorities to be agreed with LLDC, EWBS Projects and Clarinco Quay Operators.	Community Investment Manager	Reported annually	EWS Comm Benefits Manager
		Undertake an economic impact assessment of the whole programme	10	Undertake an Economic Impact Assessment	TBC - To commence no later than 6 months prior to the end of the lease period	TBC	No Penalties	We will undertake an economic impact assessment, to review the impact of the Clarinco Quay Interim Use project on the East Wick & Sweetwater Development.	Community Investment Manager	Reported after completion of the last phase	Comm Benefits Manager
Employment & Skills	Provide new modern apprenticeship opportunities	Provide new modern apprenticeship opportunities	12	Provide new and existing apprenticeship opportunities in the Operational Phase	From commencement of site operations	An average of 3% of the workforce at Clarinco Quay will be apprentices (average over a 12 month period)	No Penalties	Apprenticeship opportunities to be identified within Operators Tenants businesses prior as part of the selection process. Opportunities will cover a wide range of sector areas including Food & Beverage, Retail, Administration, IT etc. All opportunities to be recruited through local recruitment partners with the Community Manager taking the lead on and coordinating recruitment (identified and agreed with LLDC Socio-Economic Team). Case studies highlighted apprenticeship activity to be prepared for inclusion in Quarterly and annual reports. The target will include both new and existing Apprentices - In order to support completion of the existing apprentices employed on The Park	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager
		Provide new modern apprenticeship opportunities	13	The operator will participate annual careers day in partnership with the LLDC team and the EWS JV team to promote opportunities at Clarinco Quay, including promoting the vacancies targeted the priority groups of LLDC	From commencement of site operations	Minimum 1 in each year in the operational phase	Failure to achieve this KPI targets count as a Significant Performance Failure under the AIL / SLA	Careers Event to be organised in partnership with EWBS, LLDC and local secondary schools. The coordination will be provided by Community Benefits Manager. The event will promote opportunities at Balfour Beatty, PIP, Clarinco Quay and their wider supply chain including promoting vacancies to the priority groups of LLDC.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager
		Provide new modern apprenticeship opportunities	17	Support apprentice completions	From commencement of site operations	70% of all apprentices will complete the full framework (based on a 3 year rolling average)	No Penalties	Apprentice progression to be monitored on an ongoing basis with additional information provided through on site assessment feedback from training provider/college	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager

20	Ensure new apprentices are recruited from priority groups (priority groups to be reviewed annually by LLDC and the Developer)	From commencement of site operations	20% of all new apprentice vacancies during the Construction Phase filled by priority groups	No Penalties	LLDC Socio-Economic Team (or equivalent organisation) to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC's East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
21	Provide employment opportunities for residents from the boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets	From commencement of site operations	An average of 75% of the workforce will be residents from the boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets	No Penalties	LLDC Socio-Economic Team to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
22	Provide employment opportunities for BAME workers	From commencement of site operations	An average of 20% of the workforce will be from a BAME background	No Penalties	LLDC Regeneration Team (or equivalent organisation) to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
23	Provide employment opportunities for disabled workers	From commencement of site operations	An average of 3% of the workforce will be disabled	No Penalties	LLDC Regeneration Team (or equivalent organisation) to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
24	Provide employment opportunities for workers previously unemployed	From commencement of site operations	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	Comm Benefits Manager	
25	Provide employment opportunities for workers 18-24 who are economically inactive or unemployed	From commencement of site operations	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	Comm Benefits Manager	
26	Provide employment opportunities for targeted (faith groups (e.g. Muslims) economically inactive or unemployed	From commencement of site operations	Monitor	No Penalties	LLDC East Works Programme to be provided with access to the Operator and its Tenants on the project. In return, the Growth Borough Employment Brokerages will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
27	Provide employment opportunities for over 50s economically inactive or unemployed	From commencement of site operations	Monitor	No Penalties	LLDC East Works Programme to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
28	Provide employment opportunities for ex-offenders	From commencement of site operations	Monitor	No Penalties	LLDC East Works Programme to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
29	Provide employment opportunities for returners to the workforce	From commencement of site operations	Monitor	No Penalties	LLDC East Works Programme to be provided with access to the Operator and its Tenants on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
30	Pay a minimum of London Living Wage (LLW) to all staff directly employed by the Operator (Excluding Apprentices)	From commencement of site operations	100%	Failure to achieve this KPI targets count as a Significant Performance Failure under the AFL / SLA	Reported and monitored quarterly. LLW set annually	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
31	Ensure reasonable endeavours to paying London Living Wage (LLW) to all other employees employed by the Operators Tenants (Excluding Apprentices)	From commencement of site operations	Monitor	No Penalties	Reported and monitored quarterly. LLW set annually	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
32	All new vacancies advertised locally (with the Growth Borough Job Brokerages) in the Construction and Operational Phase	Commences from signing of the Lease Agreement	100%	Failure to achieve this KPI targets count as a Significant Performance Failure under the AFL / SLA	The Operator and the Operators and tenants will advertise all new vacancies with local agencies (e.g. LLDC East Works Programme) to ensure that local residents have access to all employment opportunities that are created.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	

Access to Opportunities	Provide access to for local companies (including SMEs and SEs)	34	Guaranteed interview for residents from the Boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets who meet skills requirements, for all new vacancies in the Operational Phase	Commences from signing of the Lease Agreement	100%	Failure to achieve this KPI targets count as a Significant Performance Failure under the AFL / SLA	The Operator and the Operators Tenants will commit to contractual clauses to utilise local recruitment vehicles for employment opportunities. All new vacancies to be advertised with local agencies (e.g. LLDC East Works Programme) and provide access to the Operator's tenant. In return, they will provide wrap around recruitment services including pre-employment checks, initial sifting of applicants, arranging interviews and organising pre-employment training where appropriate (depending on eligibility).	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager
		35	To promote opportunities for local business from the Growth Boroughs of Hackney, Tower Hamlets, Waltham Forest and Newham to take up space in Clarnico Quay	From commencement of site operations	70% of businesses to be from the Growth Boroughs	Failure to achieve this KPI targets count as a Significant Performance Failure under the AFL / SLA	Make Shift are committed to ensure that a minimum of 70% of businesses supported at Clarnico Quay will be local businesses from the Growth Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest.	Make Shift in partnership with EWS and LLDC	Data will be collected quarterly	EWS Comm Benefits Manager
		36	Make Shift to host outreach events to promote opportunities for local start ups/enterprise and independent.	Commences from signing of the Lease Agreement	6 sessions prior to site opening (May-September 2018)	Failure to achieve this KPI targets count as a Significant Performance Failure under the AFL / SLA	Make Shift will provide specific details and project timetables for local start ups, SMEs and social enterprises to find out more about taking on premises on Clarnico Quay.	Community Investment Manager in partnership with LLDC	Data will be collected quarterly	EWS Comm Benefits Manager
		37	Provision of affordable/discounted units to promote opportunities for Social Enterprises and new local start ups	From commencement of site operations	A minimum of 7% of units will be supported units offered at discounted rates	Failure to achieve this KPI targets count as a Significant Performance Failure under the AFL / SLA	Make Shift to agree selections process, criteria and priorities for affordable/discounted units with LLDC and EWS Projects. The Operator will work in partnership with local start up support providers, universities and Echo+ to identify local businesses ready to take up premises on Clarnico Quay.	Community Investment Manager in partnership with LLDC	Data will be collected quarterly	EWS Comm Benefits Manager
		38	To Provide Opportunities for independent Businesses	From commencement of site operations	100% of Businesses to be Independent	No Penalties	Make Shift are committed to ensure that 100% of businesses taking up premises at Clarnico Quay will be independent.	Community Investment Manager in partnership with LLDC	Data will be collected quarterly	EWS Comm Benefits Manager
		39	Monitor numbers of Jobs created through interim uses	From commencement of site operations	Monitor	No Penalties	A quarterly report to be submitted that identifies the number of employment opportunities are created through interim uses	Community Investment Manager	Data will be collected quarterly	Data will be collected quarterly
		40	To Provide Opportunities for New Businesses Starts Ups	From commencement of site operations	50% of businesses on site to be new start up	No Penalties	Makeshift are committed to ensure that 50% of businesses taking up premises at Clarnico Quay will be new start ups. The Operator will work closely with LLDC to promote opportunities for local start ups at Clarnico Quay	Community Investment Manager	Data will be collected quarterly	Data will be collected quarterly
Remaining Schedule 18		41	Payments to EWS, and payments of outgoings. Making all payments from profit share to EWS Projects in the timeframes and manner set out in the terms of the Lease.	From commencement of site operations	Monitor	No Penalties No Penalties	Make Shift Commercial Team	Data will be collected monthly	EWS Comm Benefits Manager	

Failure to achieve Schedule 18 KPI targets count as a Significant Performance Failure under the Agreement for Lease and may possibly trigger the termination of the Lease Agreement.

	Green are fully passed down to the Operator of Clarnico Quay
	Amber key to state that KPI is a shared target - the specific split is detailed in the KPI

SCHEDULE PART 18

Legacy Communities Scheme: Clarinco Quay

Key Performance Indicators Works Phase

Each KPI target and penalty is expressed annually. The target set out in each KPI has been calculated basis of the Operator achieving 100% occupancy rates. If the occupancy rates achieved are more or less than 100% in a calendar year then the numbers in the targets will be adjusted on a pro-rata basis.

THE OPERATIONAL PHASE KPIS APPLY FOR THE DURATION OF THE LEASE AGREEMENT, INITIALLY 7 YRS.

Failure to achieve Schedule 18 KPI targets count as a Significant Performance Failure under the Agreement for Lease / SLA and may possibly trigger the termination of the Lease Agreement.

Purpose
This KPI Schedule forms Schedule Part 18

- Areas of performance
The KPIs are divided into the following categories:
- 1 Curriculum Support
 - 2 Employment & Skills
 - 3 Access to opportunities
 - 4 Environmental KPIs (Not Used)

Communication of results
The KPIs will be reviewed annually, and it is important that the results are communicated in a transparent manner.

Review of KPIs
These KPIs will be reviewed annually to ensure continued relevance. Where both the partners believe that the partnership would benefit from a change to the KPIs, the revisions should be agreed between the parties and implemented through a change to this schedule.

Note: These KPIs may need adjustment and revision at a local level to be consistent with the priorities for LLDC and its partners



Methodology and method statements

Area of assessment	Objective	Key Performance Indicator	KPI Number	Deliverable	Period over which KPI measured	Targets	Deduction	Method Statement	Data collected by:	Frequency	Primary Owner	
Socio-Economic Benefits	To provide curriculum support	Create Work Placements	1	Number of individual work placements that are offered to young people (Aged 14-19) in the construction phase of the project.	To commence from any grant of a Building Lease	2 individuals offered work placements	No Penalties	Suitable and relevant work placements to be identified by the Developer and the Building Contractor. Opportunities to be offered to local Schools/Colleges, with an emphasis on engaging with schools/colleges participating in the Design Engineer Construct programme (identified and agreed with LLDC Socio-Economic Team). The coordination will be provided by Community Investment Manager. (The definition of a work placement is assumed to be a minimum of 1 week per individual and a maximum of 6 weeks) pay travel costs and expenses as a minimum if none provided.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	Clarinco Passdown
		Considerate Constructors Scheme	8	In accordance with LLDC's LCS Code of Construction Practice the building contractor is required to register the site with the Considerate Constructors Scheme	Commence from any grant of a Building Lease	TBC	No Penalties	Considerate Constructors Audits on a programme of this duration with only occur once during the construction phase of the project. The results of the audit will be shared with the LLDC via the project board	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
Employment & Skills	Provide new modern apprenticeship opportunities		12	Provide new and existing apprenticeship opportunities in the Construction Phase	Commence from any grant of a Building Lease	An average of 3% of the workforce will be apprentices	No Penalties	Apprenticeship opportunities to be identified within the supply chain prior to commencement on site. All supply chain opportunities to be recruited with LLDC Socio-Economic Team with the Community Investment Manager taking the lead on and coordinating recruitment. Case studies highlighted apprenticeship activity to be prepared for inclusion in quarterly and annual reports. The target will include both new and existing Apprentices - in order to support completion of the existing apprentices employed on The Park	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
			14	Apprentices employed on the project during the construction phase of the project will be paid in line with the Construction Industry Joint Council Working Rule Agreement (as a minimum)	Commence from any grant of a Building Lease	Current levels: Year 1 - £5,50ph Year 2 - £6,60ph Year 3 without NVQ2 - £7,70 Year 3 with NVQ2 - £9,85 Year 3 with NVQ3 - £12,31 On completion with NVQ2 - £12,31	No Penalties	We will pay apprentices in line with the Construction Industry Joint Council Working Rule Agreement (as a minimum). This will include ALL apprentices on site, including those employed by our Shared Apprenticeship model.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
			15	Provide all new Apprentices with £2000 of additional benefits to support new starters and make the opportunities to local young people more attractive.	Commence from any grant of a Building Lease	£2000 of additional benefits (pro-rata) to support each new Apprenticeship created in the construction phase.	No Penalties	We will also provide all new Apprentices with £2000 of additional benefits to support new starters and make the opportunities to local young people more attractive. This will include but not be limited to: • Free Travel Cards • Lunchtime Vouchers • Access to grants to provide their own transport e.g. moped lease, PPE equipment etc.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
			18	Ensure new apprentices are recruited from priority groups (priority groups to be reviewed annually by LLDC and the Developer)	Commence from any grant of a Building Lease	20% of all new apprentice vacancies during the Construction Phase filled by priority groups	No Penalties	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap-around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, returners to the workforce, people with disabilities and females	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	

Access to Employment

19.	Provide employment opportunities in the Construction and Operational Phase for female workers	Commence from any grant of a Building Lease	An average of 6% of the workforce will be female	No penalty	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
20	Provide employment opportunities in the Construction Phase for residents from the boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets	Commence from any grant of a Building Lease	An average of 35% of the workforce will be residents from the boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets	No penalty	LLDC Socio-Economic Team (or equivalent organisation) to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
22	Provide employment opportunities in the Construction and Operational Phase for BAME workers	Commence from any grant of a Building Lease	An average of 35% of the workforce will be from a BAME background	No penalty	LLDC Socio-Economic Team (or equivalent organisation) to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
23	Provide employment opportunities in the Construction Phase for disabled workers	Commence from any grant of a Building Lease	An average of 3% of the workforce will be disabled	No penalty	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
24	Provide employment opportunities in the Construction Phase for workers previously unemployed	Commence from any grant of a Building Lease	An average of 10% of the workforce will have been previously unemployed	No penalty	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	Comm Benefits Manager	
25	Provide employment opportunities for workers 18-24 who are economically inactive or unemployed	Commence from any grant of a Building Lease	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	Comm Benefits Manager	
26	Provide employment opportunities for targeted faith groups (e.g Muslims) economically inactive or unemployed	Commence from any grant of a Building Lease	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
27	Provide employment opportunities for over 50s economically inactive or unemployed	Commence from any grant of a Building Lease	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
28	Provide employment opportunities for ex-offenders	Commence from any grant of a Building Lease	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, BAME, unemployed residents, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
29	Provide employment opportunities for returners to the workforce	Commence from any grant of a Building Lease	Monitor	No Penalties	LLDC Socio-Economic Team to be provided with access to the Building Contractor and its supply chain on the project. In return, the LLDC East Works Programme will provide wrap around recruitment services targeting priority and underrepresented groups including NEETs, unemployed residents, BAME, returners to the workforce, people with disabilities and females.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
30	Pay a minimum of London Living Wage (LLW) to all staff directly employed by the Developers Building Contractors (Excluding Apprentices)	Commence from any grant of a Building Lease	100%	No Penalties	Reported and monitored quarterly. LLW set annually	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
31	Ensure reasonable endeavours to paying LLW to all other members of the project workforce employed by the Building Contractors subcontractors	Commence from any grant of a Building Lease	Monitor	No Penalties	Reported and monitored quarterly. LLW set annually	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	
33	All new vacancies advertised locally (with the Growth Borough Job Brokerage) in the Construction and Operational Phase	Commence from any grant of a Building Lease	100%	No Penalties	We will advertise all new vacancies with local agencies (e.g. LLDC Socio-Economic Team) that will ensure that all local residents will have access to all vacancies.	Community Investment Manager	Data will be collected quarterly	EWS Comm Benefits Manager	

NOTES

Failure to achieve Schedule 18 KPI targets count as a Significant Performance Failure under the Agreement for Lease and may possibly trigger the termination of the Lease Agreement

		34	Guaranteed interview for residents from the Boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets who meet skills requirements, for all new vacancies in the Construction and Operational Phase	Commence from any grant of a Building Lease	100% during the Construction Phase	No Penalties	All supply chain companies will commit to contractual clauses to utilise local recruitment vehicles for employment opportunities. We will advertise all new vacancies with local agencies (e.g. LLDG Socio Economic Team) be provided with access to the Building Contractor and its supply chain on the project. In return, they will provide wrap around recruitment services including pre-employment checks, initial sifting of applicants, arranging interviews and organising pre-employment training where appropriate (depending on eligibility).	Community Investment Manager	Data will be collected quarterly	EWS Comm. Benefits Manager	
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	Green are fully passed down to the Operator of Clarrico Quay
	Amber key to state that KPI is a shared target - the specific split is detailed in the KPI
	Developer Only



CLARNICO QUAY

COMMUNITY HIRE STRATEGY

Writer Nick Vergara
Date 19/05/2020

1.0 INTRODUCTION

1.1 Make Shift (The Applicants) have full planning permission for the temporary use and construction of five buildings between 2 and 3 storeys on development plot 5.3 of Queen Elizabeth Olympic Park in the London Borough of Hackney¹.

1.2 This proposal relates to the Clarnico Quay community hire offer, the strategy for hiring space to different groups in the community and how the application process will be managed. *The Community Hire Strategy* has been prepared to discharge condition 13.

1.3 The condition states:

‘Prior to the occupation of Block C, a Community Hire Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Community Hire Strategy shall detail the arrangements for Block C to be made available for free hire to the local community for a period of 25% of its opening days per calendar year. The Community Hire Strategy shall detail days, times, management and marketing measures; and the development shall not be carried out otherwise than in accordance with the approved strategy.’

1.4 To meet Condition 13, this Strategy sets out:

- Block C venue profile, details, specifications and arrangements
- Clarnico Quay Community offer
- Time allocations, management and marketing measures
- Hire conditions, eligibility and the process
- Governance through the Steering Group

¹Planning permission granted 26th July 2018, ref: 18/00171/FUL

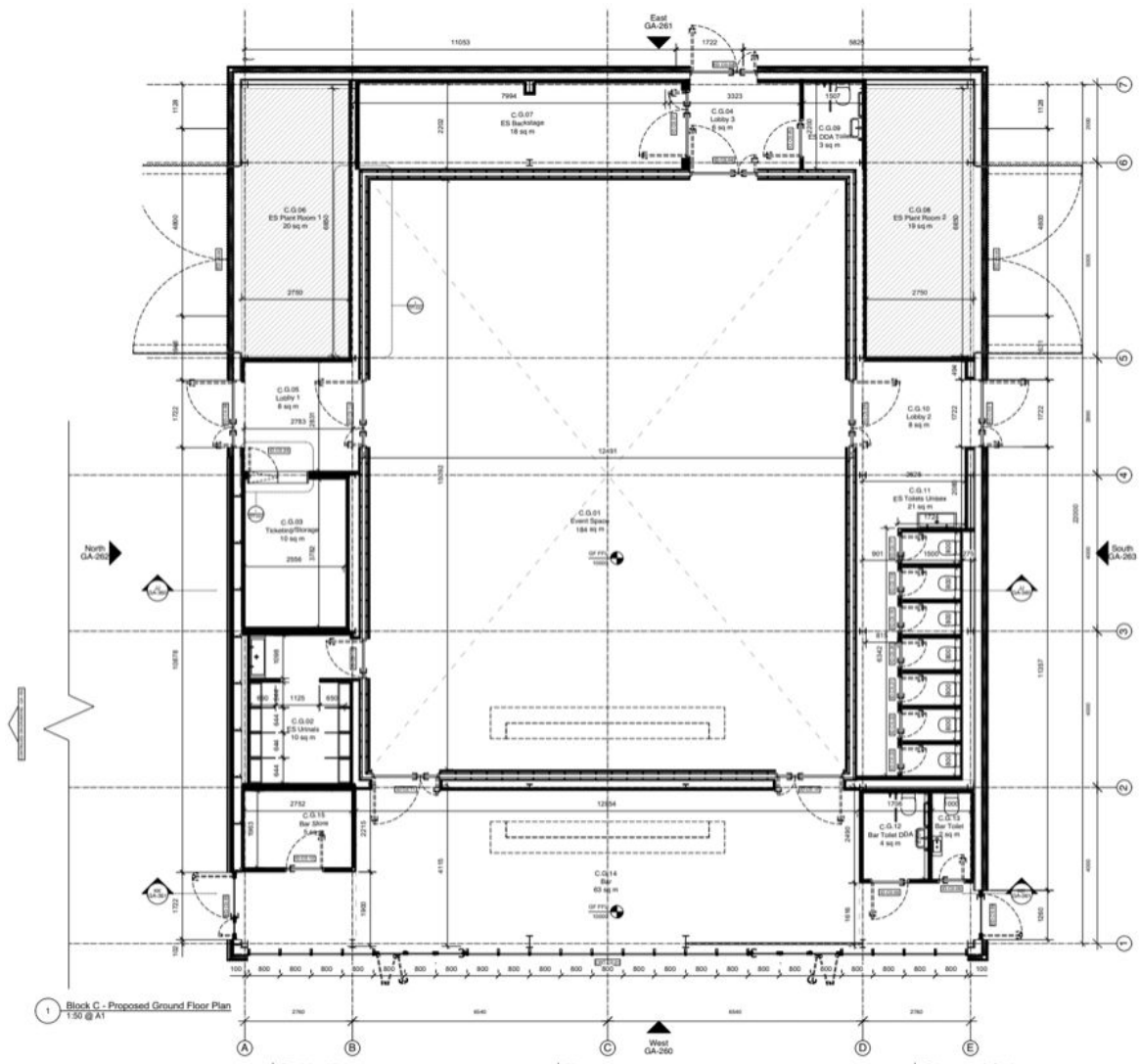


2.0 BLOCK C PROFILE

- 2.1 Block C forms the end of the long West elevation facing the canal. This is a flexible event space and bar within a double height building supported by a dense zone of smaller spaces. This arrangement makes it possible to open some smaller rooms even when the hall is closed so the bar can be operated independently. The toilets will be left open during the operational hours of the Block C event space. This zone also forms an acoustic buffer between the event space and the outside. Standard double doors make the building permeable during the day, offering a long view from the footbridge through Block C all the way to the overground. The façade will be made up of corrugated metal cladding, clear glass windows and sliding doors.
- 2.2 Block C will function as a multi-use arts and event space that hosts everything from live music to cinema screenings, theatre productions, dining events, workshops, fitness classes, and more. Block C is also available for free community hire 25% of its operational time for events, meetings, talk and functions, guided by the Clarnico Quay events team who will be on hand to offer support and collaboration.
- 2.3 Block C functions as:
- Large event space
 - Spill out space in to external areas
 - Bar with panorama window facing the canal
 - Private meeting space
- 2.4 Block C size profile:
- Bar: 75.8m²
 - Event/Community Space: 330.5m²
 - Services: 15.5 m²
 - Total: 421.8 m²
- 2.5 Enshrined in the Service Level Agreement (SLA) at Clarnico Quay is the commitment to the free hire of the Block C, 25% of its operational time, this will be reported on quarterly as well as being embedded as a condition in the operators lease.
- 2.6 Site Plan for Clarnico Quay (Block C highlighted)



2.6 Floor plan for Block C



¹Planning permission granted 26th July 2018, ref: 18/00171/FUL



3.0 CLARNICO QUAY COMMUNITY OFFER

- 3.1 The Community Use Strategy forms the framework through which local community groups from local area surrounding Clarnico Quay can hire Block C at a subsidised rate or for free.
- 3.2 The space will be available for use by community groups who provide activities, initiatives and programmes for local benefit. Events should fulfil Clarnico Quay's strategic objectives where appropriate, including but not limited to adding social value and promoting inclusivity to the project through community integration, education and skills & employment events. Due to the large floor area, flexible nature of the space, and to maximise the opportunities within the space, Clarnico Quay will encourage use of the space for a range of activities. For each of these community events, production and facilities cost may be chargeable and this will be dependent upon the scale of the event and its approach around ticketing and inclusivity.

4.0 TIME ALLOCATIONS, MARKETING & MANAGEMENT

- 4.1 The exact timings will be finalised as part of our operational feasibility once Clarnico Quay has been launched with the operator in place, therefore detailing dates and times at this stage not viable however we will definitely hold the operator to 25% free space during operational times and work with them to allocate time available as community requires. Time allocations are likely to be in line with the large event spaces at our other live sites; Pop Brixton and Peckham Levels. Section 4.2 details an indicative hire schedule based on learnings from these current sites.
- 4.2 The event space will be made available from Sunday through Thursday; this is reserved for non-profit community groups over these periods (e.g. daytime parent groups, baby yoga, creche between 11am to 2pm). During Wednesday and Thursday there is higher demand for space so we would schedule in subsidised slots to local groups that fit the community bracket but may charge subsidised fees for classes to drive engagement. This could be anything from art classes to karate to art and maker classes. During this period Make Shift can also reserve spaces for private event hire or for ticketed events depending on availability however once a community hire booking has been made we are committed to uphold these.
- 4.3 Time allocations are subject to negotiation with event space operator and may vary depending on space availability. There may be cases where the Clarnico Quay events team allocates groups to a subdivided events space depending on number of attendees but will always aim to be fair and use discretion throughout the process.
- 4.4 To market the availability of free space, clear communication on the Clarnico Quay website will be used alongside other digital comms such as newsletters to the local database of contacts to amplify the callout. The Site Engagement Manager and members of the steering group (Section 9.0) will be working primarily on the ground, they may also be networking with stakeholders regarding the free space availability and how to access it. Make Shift will require a specific registration of interest (Typeform or paper copy) for community hire to be filled out by all space applicants and this will be directed to the Site Engagement Manager at the site who will process all the enquiries.

5.0 HIRE CONDITIONS

¹Planning permission granted 26th July 2018, ref: 18/00171/FUL



- 5.1 Community events have free access to: space, tables & chairs & microphones and a heavily discounted rate for event add-ons, e.g PA system, sound engineer & extra security. The Clarnico Quay events team will be working through the hire rates once a site team is in place, prices for add-ons will fall in line with prices at our other operational sites as indicated below.

Item:	Example Standard Rate	Example Community Discounted Rate:
Sound System Hire	£75	£25
Duty Manager	£20 p/h	£12 p/h
Dry Hire	£80 p/h	Free

- 5.1 For each community event; production and venue operational cost will be chargeable, this will vary and be dependent upon the scale and requirements of each event. The events team is likely to receive many requests to host events each quarter. As an organisation, Clarnico Quay has an interest in activity that aligns with the project's ambitions.
- 5.2 Each application for use of the event space will be assessed against the criteria in Section 6.1. The current eligibility criteria is indicative, not exhaustive and will be reviewed by the Clarnico Quay team on a case by case basis to assess the requirement of each event against the allocation schedule.

6.0 ELIGIBILITY FOR FREE OR SUBSIDISED SPACE

- 6.1 Eligibility will include rates based on the three categories:
1. Commercial organisations: Clarnico Quay would charge full price for the dry hire when the event space is being used by a private organisation or Ltd Company for a ticketed or private event. These costs will be reflected by the full hire price on the rate card.
 2. Not For Profit (Including Social Enterprise, CICs and registered charities): Space hire for not for profits will be free, extra services such as additional staff and tech equipment should be presented on the rate card along these lines and set at a discounted rate for non-profits and community organisations. Space hire charges are subject to ticket price and may vary depending on the cost to the attendees.
 3. Community (This is for community organisations or individuals who are providing Social Impact to the local area through their event): the space hire is free and if the technical equipment or staff fee is a barrier to that organisation holding the event, the Site Engagement Manager, in consultation with the Events Manager, may decide to waive the fee for add-ons.
- 6.2 Any request from an organisation or individual, who are members of the local community, but not running an event with genuine social impact, may be denied, or negotiated at a bespoke rate with the Events Team.
- 6.3 We aim to prioritise free event space allocation to groups who are disadvantaged or excluded from society for one of the following reasons:



- Unemployment: unemployed status
- Youth or old age: up to 25's or over 60's groups
- Physical or mental health: including but not limited to Individuals receipt of Employment & Support Allowance

7.0 COMMUNITY HIRE REQUIREMENTS AND CONDITIONS

7.1 Practical & operational

- Event space will be provided for community partners to promote their own activity and to engage with the local community, not to stage commercial activity that might otherwise have been expected to generate profits for the event space.
- Partners will be required to submit the final Event Management Plan, Public Liability Insurance (as appropriate) and safeguarding policy (if the event relates to young or vulnerable people) to Clarnico Quay no later than 28 days prior to the event. Partners will be required to agree to Clarnico Quay's standard contractual terms and conditions.
- Venue dry hire costs will be waived for events that meet Clarnico Quay's social impact objectives. However, partners are required to meet all costs of staging the event, including marketing and promotion, Clarnico Quay may provide marketing support and approve the use of the Clarnico Quay brand.

7.2 Strategic

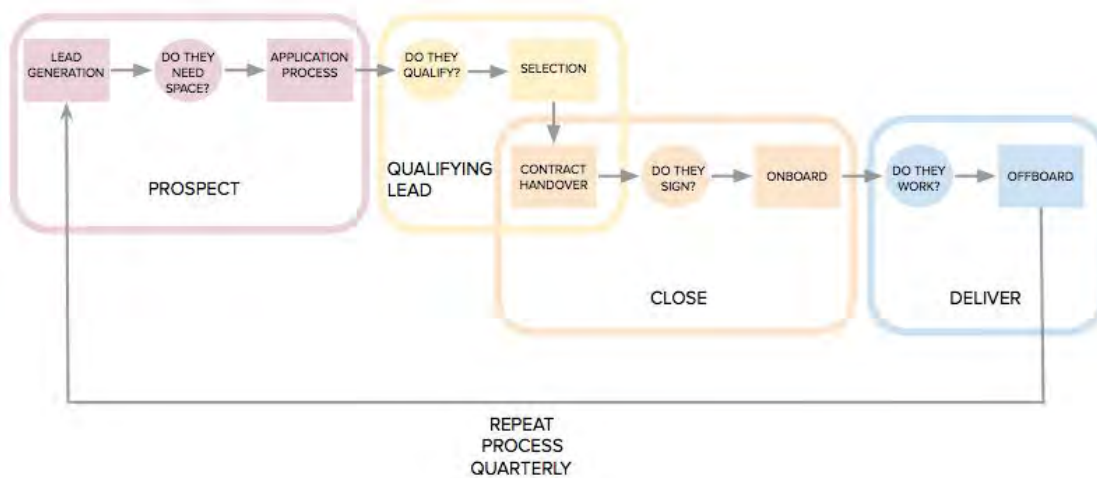
- Community hires are required to adhere to Clarnico Quay's Event and Venue management policies which will be set out once Clarnico Quay a site management team in place prior to launch.
- The Site Engagement Manager will make every effort to introduce partners to members and other stakeholders to encourage joint events and synergistic working

7.3 Branding & marketing

- All such events should be branded as 'X in partnership with Clarnico Quay.
- For each event community partners are required to fill out a feedback form of the event which will capture key socio-economic outputs of the event, like numbers attended and indicative demographic breakdown of age, ethnicity and locality of the attendees to evidence that the event has met its overall objectives.

8.0 THE APPLICATION PROCESS

8.1 All event requests must be submitted via the Clarnico Quay Typeform application for approval. The Site Engagement Manager, Events team and Steering Group will process applications each quarter and will be in contact via email once the application has been reviewed. Every three months a cohort of local organisations ranging from those wanting to run a longer-term programme of events to organisations hosting ad hoc events will be selected to activate the event space over the coming quarter. This process is set out in the diagram below:



8.2 The Typeform application will ask a series of questions to ascertain the following information regarding the organisation status, event and its motives:

- The status of the organisation: Make Shift will be requesting contact details such as name, phone, email and website. If applicable we will also need the registered address and status of the business, organisation or charity
- The context of the event: We will need to obtain context of how the event supports groups and individuals support the community.
- The details of the event: We will need to understand the nature of the event category. We also need to know if the event is charged, free entry or by donation. Also, what are the preferred days and times of the events and how frequently will they be running.
- A profile of the audience and attendees: We will need to gauge who is the target audience and if the organisation will be specifically extending invites to marginalised groups. Finally we will



need applicants to attach their safeguarding policy (as appropriate), DBS (if the event relates to young or vulnerable people) and/or other paperwork.

9.0 GOVERNANCE VIA THE STEERING GROUP

9.1 Once operational, a Steering Group will be set up to connect Clarnico Quay to the local networks in Hackney Wick. This group will include members from the local community, EWS & LLDC officers and senior staff at Clarnico Quay and will be responsible for ensuring the local voice is represented in selecting local enterprise for the supported spaces and local organisations for the free community space and monitoring the Service Level Agreement (SLA) of the project. The Steering Group and EWS will work with Clarnico Quay to ensure that the overall project principles outlined in Schedule 1 and 2 and the broader objectives of the scheme will be adhered to.

9.2 With a clear shortage of well serviced, free space in Hackney Wick, the Steering Group needs to make sure Clarnico Quay makes best use of the event space. Through fostering strong partnerships with local organisations and a tactful and coordinated approach to activating and programming spaces the Steering Group will extend its reach into the local area, ensure the event space are full of life at all times of the day and are inclusive and accessible to all. This group will have three main functions in relation to the allocation of free community space:

- Signposting of potential groups: It is this group that can bring groups into the picture by signposting them to these opportunities and ratifying the application process to help us ensure that space is going to local groups that have strong social outputs.
- Monitoring the event space: This Group will review a quarterly report on the recipients of the free space and the positive benefits of the resultant events. This group can help ensure that the allocation of space is fairly distributed and space is provided to those groups most in need and events benefit the people of Hackney Wick.
- Advocating for the space: The availability of the event spaces will be promoted across all Clarnico Quay's digital and social media channels, to help us cast the net far and wide it is beneficial for Steering Group members to promote spaces within their networks and on the ground also.



SCHEDULE 1

Extract from the SLA

Project objectives and principles

- 1.1 The project objectives are focused on the “more jobs and sustainable growth” outcome, as set out in the agreed targets in Schedule 2.
- 1.2 The following project principles will guide the project:
 - 1.2.1 Local management that is drawn from within the growth boroughs of Hackney and Newham: Programming and use of the space should involve local people, organisations and businesses to support local trade and enterprise and local community initiatives.
 - 1.2.2 Support local groups and encourage creativity: There are lots of cultural and creative organisations in the local area that should be encouraged to get involved in delivering activities and using the space.
 - 1.2.3 Keep money and skills locally: Future plans should seek to ensure that income generated supports the local economy, users of the site and the community.
 - 1.2.4 Diversity and Inclusion: Special effort should be applied to the provision of a balanced programme of site activity to include events, educational/ training courses and employment opportunity that is inclusive and where possible, accessible to all.
 - 1.2.5 Community Integration – providing a focal point for integration of existing and new communities, at both the grass roots level and by being a good neighbour to the new community developed within EWS
 - 1.2.6 Placemaking – promote Clarnico Quay as an integral part of East Wick and Sweetwater, and the Queen Elizabeth Olympic Park. Over time recognise the increasing importance of EWS as a place brand in its own right, to be communicated alongside Clarnico Quay
 - 1.2.7 Growth – support commercial enterprise and business growth, forming a pathway for businesses into the permanent employment spaces being developed in EWS and the wider Queen Elizabeth Olympic Park



SCHEDULE 2

Extract from the SLA

The Clarnico Quay Meanwhile Project must include the following mix of uses:

1. No more than
 - 25% Food
 - 10% Drink
 - 10% Retail
 - 15% Markets
 - 25% Events

2. No less than
 - 5% Studios
 - 5% Offices
 - 10% Makerspaces
 - 5% Community Space
 - 7% Supported units

Social Commitments

- 100% of members will be independent businesses with at least 70% from the surrounding local boroughs.
- The project is expected to support over 260 FTE jobs across a range of sectors.
- The event spaces and meeting rooms will be available for free hire to local community groups at least 25% of the time.
- Each member will invest a minimum of 1 hour a week into our Community Investment Scheme, a programme that will connect them with local schools, colleges, charities and community groups to share their skills and inspire change.
- The Community Investment Scheme will generate over 3,500 hours of interaction and support for the wider community each year.
- 10% of the scheme's profits will be used to create a fund that can support and enhance the Community Investment Scheme's output.

Social Impact KPIs

Operational Phase:

- 70% of businesses to be from the Growth Boroughs
- 6 sessions prior to site opening (May-March 2020)
- A minimum of 7% of units will be supported units offered at discounted rates
- 100% of Businesses to be Independent
- 50% of businesses on site to be new start up
- All staff employed by Make Shift will be paid a minimum of London Living Wage
- 4 individuals offered work placements

Make Shift

Clarnico Quay

Travel Plan

January 2020

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- Figure 2** - **Local Site Location Plan**
- Figure 3** - **2km Walking Isochrone**
- Figure 4** - **5km Cycling Isochrone**

1 INTRODUCTION

- 1.1 Vectos have been appointed by Make Shift to provide transportation advice in relation to their consented 'interim' use scheme located in East Wick (Development Parcel 5.3a), adjacent to the Copper Box Arena in Queen Elizabeth Olympic Park in the London Borough of Hackney. The local planning authority is the London Legacy Development Corporation (LLDC).
- 1.2 The Clarnico Quay interim use scheme is currently under construction and due to open in September 2020.
- 1.3 The consented development which this Travel Plan is applicable to would provide circa 2,993sqm of employment, retail and leisure uses until such a time as the approved residential / commercial Legacy Communities Scheme planning permission is implemented.
- 1.4 The proposed 'interim' use will provide Maker Spaces for artists, pop-up market stalls, food and drink stalls, community space and an event space.
- 1.5 The interim development will be car-free with the exception of five Blue Badge holder car parking spaces.
- 1.6 The estimated number of employees and visitors on-site is expected to be approximately 1,000 on a weekday and 1,800 on the weekend. As outlined in this Travel Plan, all visitors will travel to the site by foot, cycle or by public transport (except Blue Badge vehicle access).
- 1.7 This Travel Plan (TP) has been prepared with the benefit of experience gained through working on similar developments. It has been prepared in accordance with national and local planning policy guidance as well TfL Travel Plan guidance.
- 1.8 This Travel Plan has been prepared to meet the requirements of Condition 11:

"The development hereby permitted shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in full compliance with the approved details, and shall thereafter continue to be fully implemented for the period of the development."
- 1.9 The remainder of this document is structured as follows:

- **Section 2:** Site Assessment – outlines the existing options for accessing the site by sustainable means;
- **Section 3:** Baseline Travel Patterns – outlines the baseline travel patterns of the site;
- **Section 4:** Objectives and Targets – sets out the objectives and targets of the TP;
- **Section 5:** Measures and Initiatives – sets out the measures and initiatives;
- **Section 6:** Travel Plan Strategy–outlines the TP strategy including how it will be managed;
- **Section 7:** Monitoring and Review – outlines the monitoring and review programme; and
- **Section 8:** Action Plan – presents the Action Plan

2 SITE ASSESSMENT

Introduction

- 2.1 This section provides a review of the existing conditions at the site and its local surroundings including accessibility to sustainable modes of transport.

Existing Site

- 2.2 The site is situated to the west of the Copper Box Arena in Queen Elizabeth Olympic Park, East Wick in the London Borough of Hackney (LBH). The local planning authority is the London Legacy Development Corporation (LLDC). The location of the site is shown in **Figures 1 and 2**.
- 2.3 The site is bound to the west by the River Lee Navigation and towpath, to the south by Network Rail land, to the east by the Copper Box Arena and to the north by Copper Street and Mossbourne Riverside Primary Academy.
- 2.4 At the time of writing, the site is under construction having started in September 2019.
- 2.5 The site is split across two levels with a vehicle ramp provided to the lower level of the site from the servicing area and car park for the Copper Box Arena.
- 2.6 Vehicular access for the Blue Badge holder car parking spaces is taken via the vehicle access route for the car park access to the Copper Box Arena car park and service yard.
- 2.7 Access to the site is taken from Copper Street via Waterden Road.
- 2.8 In the immediate vicinity of the site, there are double yellow line parking restrictions on Copper Street and on the access road to the Copper Box Arena. In addition, the roads surrounding the site are controlled by LLDC.

Accessibility by Sustainable Transport

- 2.9 The site has good walking links and is served by a range of public transport services. The accessibility of the site by non-car modes of transport is described below.

- 2.10 Using the TFL Webcat Public Transport Accessibility Level (PTAL) estimator, it can be seen that the site has a PTAL of 2 (poor public transport accessibility) but is surrounded by areas with PTALs of 3-6b, especially to the east towards Stratford.

Walking

- 2.11 A person's willingness to walk is dependent on many factors, including access to a car, safety, road congestion, weather, gradients, parking, health, direction of route and purpose of journey.
- 2.12 Central Government research refers to a distance of 2km as the maximum distance over which walking might replace car trips. Similarly, the Institution of Highways and Transportation (IHT) Guidelines suggest a maximum 'acceptable' walking distance for pedestrians without mobility impairments of 2km.
- 2.13 A plan showing the areas within a 2km walking distance is displayed in **Figure 3**.
- 2.14 In the vicinity of the site, footways are provided along Capital Ring (towpath), Copper Street, Waterden Road and Clarnico Lane, all of which are considered to be the primary routes for pedestrian access to the site.
- 2.15 At the junction of Copper Street with Waterden Road, a Pelican-style pedestrian crossing with Belisha beacons, a demarcated surface and tactile paving at the kerb edge is provided.

Cycling

- 2.16 Central Government research states that cycling has the potential to substitute for short car trips, particularly those under 5km, and to form part of a longer journey by public transport.
- 2.17 The Capital Ring Towpath forms part of National Cycle Network (NCN) Route 1 which connects Dover to The Shetland Islands. Locally, NCN Route 1 connects Limehouse with Lee Valley on a traffic-free pedestrian / cycle path.
- 2.18 Furthermore, there are a number of segregated cycle routes within Queen Elizabeth Olympic Park. Waterden Road provides a two-way cycle lane which connects the site with Stratford International Rail Station and Stratford Shopping Centre.

- 2.19 A plan showing a 5km cycling distance surrounding the site is displayed in **Figure 4**. This illustrates that the site is within a 5km cycling distance of Stoke Newington, Poplar and Whitechapel.
- 2.20 There is a TfL Cycle Hire station at Here East on Parkes Street, approximately 400m from the centre of the site. This hire station can accommodate up to 26 bicycles.
- 2.21 In addition, it is notable that the recently removed Cycle Hire station on Copper Street will be reinstated nearer to the development in the spring (2020).
- 2.22 At the junction of Copper Street and Waterden Road, there are 74 cycle parking spaces (37 Sheffield-type stands) available to the public.

Local Bus Services

- 2.23 There are a number of bus stops within walking distance of the site, with the closest set of bus stops located on Waterden Road (The Copper Box – Stops M and N), approximately 250m walking distance to the east of the site. Other bus stops nearby include, Hackney Wick Station Stops A, B, G and H (circa 500-600m to the west of the site) and White Post Lane Stops D and F (circa 400m southwest of the site).
- 2.24 A summary of the bus routes serving these stops is presented in **Table 2.1** below.

Table 2.1 – Local Bus Services

Service	Route	Average Frequency		
		Mon-Fri	Saturday	Sunday
276	Newham University Hospital – Stoke Newington	10-12 mins	11-14 mins	15 mins
339	Leytonstone Station – Shadwell Station	15 mins	15 mins	20 mins
388	Stratford City Bus Station – London Bridge Bus Station	10-13 mins	10-13 mins	11-12 mins
488	Bromley-by-Bow – Dalston Junction	15 mins	15 mins	20 mins

- 2.25 Stratford City Bus Station is situated adjacent to Westfield Stratford and Stratford Bus Station is adjacent to Stratford Shopping Centre. Both are accessible by the 388 bus route, as well as on foot and by bike by a 800m and 1.4km walk respectively. Stratford City Bus Station provides access to a range of bus routes serving the local area in addition to services towards Central London.

Local Rail Services

- 2.26 Hackney Wick Rail Station is situated to the west of the site with pedestrian access taken from Wallis Road. Hackney Wick station is located approximately 450m walking distance from the site and is served by London Overground services towards Stratford and Richmond / Clapham Junction.
- 2.27 A summary of services calling at Hackney Wick Rail Station is presented in **Table 2.2** below.

Table 2.2 – Rail Services from Hackney Wick

Route	No. of Services per Hour	First Service	Last Service
Towards Stratford	7-9	06:18	00:05
Towards Clapham Junction	4	06:10	22:39
Towards Richmond	4	05:50	23:16

- 2.28 Other rail stations in proximity to the site include;
- Stratford International Rail / DLR Station (circa 1.1km east of the site),
 - Stratford Rail and London Underground / DLR Station which is located approximately 1.6km east of the site and can be accessed by the 388 bus route.
- 2.29 A free shuttle bus service operated by Here East with a 5-minute frequency currently operates from Here East approximately 350m north of the site. This service runs from Here East to Stratford City Station and Stratford International. This bus service is operated by Here East and is operated at their discretion.
- 2.30 Stratford Rail Station provides access to the London Overground, TfL Rail, c2c and Greater Anglia Services.
- 2.31 Stratford London Underground Station provides access to the Central and Jubilee lines whilst the DLR Station provides access to services towards Woolwich Arsenal and Canary Wharf.
- 2.32 The Elizabeth Line is set to open as soon as practically possible in 2021 and will link Stratford Rail Station to Shenfield, Central London and onwards towards Heathrow Airport and Reading. The service is anticipated to provide 20 trains per hour during the off-peak period between Paddington and Whitechapel.

Summary

- 2.33 The site is located to the west of The Copper Box Arena in Queen Elizabeth Olympic Park in the London Borough of Hackney.
- 2.34 The site is within walking and cycling distance of a number of public transport hubs such as Stratford City Bus Station, Stratford International Rail, Stratford London Underground / DLR / National Rail Station and Hackney Wick Rail Station.
- 2.35 The site is considered to be highly accessible by walking and cycling modes and is served by a number of bus routes and rail services within a 2km walking distance of the site.
- 2.36 Based on the site's accessibility to public transport and the local walking and cycling network, it is considered reasonable to state that the majority of trips to the site by employees and visitors will be undertaken by non-car modes. The provision of only 5 Blue Badge car parking spaces and parking restrictions on local roads nearby further discourage car use whilst encouraging more active travel modes and public transport.

3 BASELINE TRAVEL SURVEYS

Introduction

- 3.1 Whilst this Travel Plan outlines the measures and initiatives which are applicable to all users of the site (visitors and employees), the purpose of setting targets is to manage travel behaviours and seek to increase the percentage mode share for active travel modes. It is not considered reasonable to set targets against visitor travel modes as it can be difficult to influence these users. Accordingly, the targets which will be set out later in this Travel Plan apply solely to employees at the site.

Mode Share

- 3.2 Within the first six months of occupation of the development, travel surveys will be completed by all employees which will accurately identify travel patterns to the site. These will be carried out in the form of travel survey questionnaires and will identify the main mode of travel to the site amongst employees. The mode share will change over time as a result of the baseline travel surveys and future year monitoring surveys and as such, any changes will be discussed with the London Borough of Hackney (LBH) Highways, LLDC Planning Policy and Decisions Team (PPDT) and LLDC Park Operations.
- 3.3 The TP will set out a range of targets based on this data and will outline the commitment to undertake a range of surveys over a five-year period to monitor achievement of the targets set.

Baseline Travel Survey

- 3.4 As mentioned above, within the first six months of occupation of the development, the occupier will undertake travel surveys which will accurately identify travel patterns to the site amongst employees. These will be undertaken in the form of questionnaires which will identify the main mode of travel to the site. The content of the travel survey will be discussed with LBH Highways, LLDC PPDT and LLDC Park Operations prior to the surveys being undertaken. The undertaking of the baseline surveys represents the start of the TP for monitoring purposes (Year 1).
- 3.5 The results of the baseline travel surveys will provide information on the travel choices of site users, and hence will provide a basis for setting the targets contained within this TP.

- 3.6 The baseline travel patterns will be reported within the first annual monitoring report following the initial surveys which will take place within 6 months of first occupation. It is not considered reasonable to draw upon 2011 Census data for baseline travel pattern data for this Travel Plan as the nature of the local area has changed significantly since the 2011 Census.
- 3.7 Accordingly, the first monitoring report will be used to establish travel plan aim targets as the initial travel surveys will set out the true travel baseline amongst users.

4 OBJECTIVES AND TARGETS

Introduction

4.1 This section of the report sets out the overarching objectives for the TP, as well as targets for the short and medium term. It includes indicators through which progress towards meeting the targets will be measured. Further information on monitoring and review of the TP can be found in **Section 7**.

Objectives

4.2 Objectives are the high-level aims of the TP. They help to give the TP direction and provide a clear focus.

4.3 The objectives of this TP are two-fold. Firstly, to increase awareness of sustainable travel modes available and secondly to reduce people's dependence on travelling by single-occupancy vehicle.

4.4 The TP's overriding objective is to *reduce* the number of single occupancy vehicle movements at the site, by facilitating the use of more sustainable alternative forms of transport.

4.5 The sub-objectives are:

- To increase the awareness of choice of travel modes and promote social inclusion;
- To promote the health and environmental benefits of walking, cycling and public transport use; and
- To provide clear information to all on the sustainable modes of transport available at the site.

4.6 These objectives will be achieved by introducing a package of physical and management measures that will facilitate travel by sustainable modes.

Targets

4.7 Targets are measurable goals by which progress can be assessed. These targets should be reviewed through a programme of monitoring (outlined in **Section 7**) to ensure they remain SMART (Specific, Measurable, Achievable, Realistic and Timed).

4.8 Targets come in two forms – Action Targets and Aim Targets:

- **Action Targets** are non-quantifiable actions that need to be achieved by a certain time.
- **Aim Targets** are quantifiable actions which can be measured, typically in relation to mode split.

Action Targets

4.9 The Action Targets for this TP in the short term are:

- To appoint a Travel Plan Co-Ordinator 6 months prior to first occupation of the site.
- To coordinate baseline travel surveys (see **Section 7**).

4.10 A further action plan has been completed within **Section 8** of this TP.

Aim Targets

4.11 The TP will aim to increase the proportion of travel by sustainable modes of travel amongst employees. The targets will be set against the modal split measured during the initial baseline survey undertaken once the site is in use. Interim targets during the first 5 years will be set by the TPC and these will be discussed with LBH Highways, LLDC PPDT and LLDC Park Operations.

4.12 Indicators are the elements which will be measured in order to assess progress towards meeting the final target. For the most part, this will be the main mode listed by employees in the monitoring surveys conducted within 6 months of occupation and on years 3 and 5.

4.13 As outlined previously, once the baseline travel patterns have been established following the first set of monitoring surveys, this data will be used to agree the aim targets in discussion with LBH.

4.14 Details on the review and monitoring of these targets are set out in **Section 7**.

5 MEASURES AND INITIATIVES

Introduction

- 5.1 This section of the TP outlines the specific physical and management measures to be implemented as part of the TP. The implementation of these measures includes both 'hard' and 'soft' measures and is considered to be the core of the TP.
- 5.2 These measures and initiatives are applicable to all users of the site.

Measures

Management and Promotion

- 5.3 A Travel Plan Co-Ordinator (TPC) will be appointed at least six months prior to first occupation of the site. Details of the TPC will be forwarded to LBH. The TPC role may be undertaken by a member of the site management team.
- 5.4 The TPC will manage the TP for the site. The site management will assist the TPC where possible and provide guidance where necessary. The TPC will be responsible for promoting and overseeing the implementation of the TP.
- 5.5 The TPC will endeavour to promote sustainable travel to and from the site to all site users and will maintain communications through methods such as websites and social media pages.
- 5.6 The TPC will also be responsible for producing and distributing Welcome Packs to staff which includes information on the sustainable transport options available to users of the site. The Welcome Packs will be distributed in advance of first occupation so all users are aware of the available options to travel to the site. Make Shift will share the Welcome Packs with LLDC prior to their production.
- 5.7 The TPC will co-ordinate their efforts with other TPCs in Queen Elizabeth Park to ensure that all elements of the park are promoting the same philosophy of sustainable travel choices. This will apply to all land uses on-site including employment, residential and commercial elements.

Walking and Cycling

- 5.8 The TPC will encourage the use of active travel modes to the site via the available communication methods. This will involve ensuring that information regarding local walking and cycling routes is made available to all.
- 5.9 The TPC will regularly check local walking and cycling routes to ensure they are properly maintained and will liaise with LBH should the need for maintenance be required. They will also assess the provision of way-finding to ensure this is appropriate and up to date.
- 5.10 In addition, cycle parking will be provided on-site in a number of locations, including two sheltered and secure bike stores for the use of staff (long-stay). 75 no. cycle parking spaces will be provided on-site to allow for the flexible nature of the employment, retail and leisure uses.

Public Transport

- 5.11 Travel information including bus and train timetables and fare information will be provided to visitors of the site to encourage the use of public transport.
- 5.12 In addition, links to useful travel information websites including Transport for London and National Rail will be advertised through all relevant means.

Taxi / Private Hire Pick-up and Drop Off

- 5.13 There is currently a taxi rank on Lesney Avenue approximately 500m to the north of the main entrance to the site. It is proposed that all taxi pick-up would take place from this location and signs within the site will direct visitors to the taxi rank.
- 5.14 Due to the nature of taxi / private hire drop-off, it is likely that those travelling to the site by taxi / private hire will chose to be dropped off on the streets surrounding the site where loading / unloading is permitted. The on-site management team will monitor this arrangement and will take necessary mitigation measures if required.

Event Management

- 5.15 During rare instances when the site access road to the site is in use for servicing the Copper Box Arena and the 5 Blue Badge parking spaces are not accessible, this information will be posted on the relevant social media pages and the website associated with the site. During

these instances, the on-site management will direct Blue Badge holders to the nearest available parking spaces.

- 5.16 During matchdays / event days at London Stadium when road closures are planned, social media pages and the relevant websites will be updated with alternative arrangements to access the site. This includes alterations to bus stops and walking / cycling routes. As this Travel Plan focuses on sustainable travel choices, road closures and the impacts on private car use will be co-ordinated by the on-site management team.

Management of Blue Badge Parking

- 5.17 On-site management will control the access to the Blue Badge parking spaces for visitors to the site. Stewards on-site will direct visitors into the site when parking is available and will advise visitors of alternative locations if all parking spaces on-site are in use.
- 5.18 Signage will be provided on-site to notify visitors that they cannot park in the parking area associated with the Copper Box Arena and that penalty fines are in place.

Servicing and Deliveries

- 5.19 The site will provide 6 no. loading bays in the southeast corner of the site. All deliveries to the site shall be made using these bays.
- 5.20 All servicing and delivery arrangements as set out in the Transport Statement will be adhered to.

Summary

- 5.21 A range of measures are proposed to be implemented both within the design of the site and following occupation. The TP provides an opportunity to target site users from the outset encouraging a change of travel habits to the site.

6 TRAVEL PLAN STRATEGY

Management

6.1 The role of the TPC will be part-time and will vary throughout the year in response to monitoring surveys taking place. The TPC will be allocated enough time to effectively manage and implement the TP as agreed. This role may include but is not limited to:

- Providing personalised travel planning advice;
- Distribution of Welcome Packs; and
- Monitoring the TP.

6.2 In addition, as confirmed by the Site Management Plan, Make Shift will appoint a site management team for the daily management, maintenance and security of the site. As part of these responsibilities, the site management team will ensure that vehicles do not park on the streets surrounding the site and that the 6 no. loading bays are only used for deliveries and servicing and the 5 no. Blue Badge spaces are only used by Blue Badge holders.

6.3 The TPC will work in tandem with the Site Management Team to ensure the principles of the Travel Plan are being implemented and adhered to.

6.4 Furthermore, as discussed in the Site Management Plan, site managers will attend Park Programme Coordination Meetings and Licensing Operational Planning Safety Group if relevant.

Funding

6.5 The TP, its accompanying measures and initiatives, and the TPC role will be funded by the site management throughout the five-year period. The developer will ensure that the TPC has sufficient funding to effectively implement the plan.

TPC Responsibilities

6.6 The TPC will be responsible for the administration of the TP, the implementation of measures, and for the on-going monitoring and review of the TP. They will have overall responsibility for ensuring that the measures are successfully delivered on time and to budget.

6.7 The key duties of the TPC will therefore include:

- Undertaking the travel surveys over the five-year period and supplying evidence of this to LBH;
- Responsibility for collecting data and reviewing the TP and the associated targets;
- Reporting to the site management and LBH regarding the implementation and progression of the TP;
- Liaise with external organisations, e.g. local authorities;
- Distribute Welcome Packs in advance of first occupation and ensure the Welcome Packs are up to date with latest sustainable transport details;
- Co-ordinate the monitoring programme for the TP, including target setting (in agreement with LBH) and make necessary changes if the targets are not being met; and
- Establish and maintain a filing system for recording all correspondence relating to the TP.

Reporting

6.8 The TPC will prepare a monitoring report on an annual basis on the progress of the TP. The reports will include the following:

- Progress on the implementation of measures and initiatives to promote sustainable transport use;
- Latest survey results; and
- Any revisions to targets and measures.

6.9 The report will be provided to LBH within three months of completion of the survey. Any revisions to targets or measures will be agreed with LBH.

Marketing Strategy

6.10 An essential element of the strategy identified in this TP, and one which largely determines its success, is the promotion of the TP. In order to promote and increase awareness of the TP and the travel options to the site, promotion through a variety of methods of communication will take place.

- 6.11 Welcome Packs will be distributed to all new occupiers of the site making them aware of the travel choices available. These will include information on:
- The name and contact details of the TPC;
 - An explanation of the purpose and benefits of the TP;
 - Maps of walking and cycling routes to key destinations;
 - Timetables, route maps and ticketing information for public transport;
 - Contact numbers and website details; and
 - Contact details for local taxi and private hire companies.
- 6.12 Noticeboards will be located at suitable locations within the developments. Pedestrian and cycle route information as well as timetables for public transport will be provided. The noticeboards will be updated on a regular basis by the TPC.
- 6.13 In addition, information on the TP and local transport options will be promoted on the site's website.
- 6.14 Through the above methods and close engagement with occupiers, the success of the TP will be ensured.

7 MONITORING AND REVIEW

Introduction

- 7.1 The TP is part of a continuous process of improvement requiring monitoring, review and revision to ensure it remains relevant to the occupiers of the site. This section sets out the proposals for monitoring and review of the TP.

Monitoring

- 7.2 All monitoring will follow the most up-to-date DfT best practice guidance and will be the responsibility of the TPC to ensure compliance with these guidance documents.
- 7.3 The monitoring programme will begin with the initial baseline travel survey, to be undertaken within six months of the site being occupied.
- 7.4 The TP will be monitored on a five-year cycle. Monitoring surveys will be undertaken on the anniversary of the initial baseline travel survey at years 3 and 5. The baseline survey represents the start of the TP for monitoring purposes.
- 7.5 The targets set as a result of the initial baseline travel survey will be discussed with LBH before being finalised.
- 7.6 Additional monitoring of the following is also useful to judge whether the implementation or proportion of certain measures needs to be modified. The following factors should be monitored on a constant basis:
- Demand for additional cycle parking facilities; and
 - Comments received relating to the operation and implications of the TP.
- 7.7 Information gathered through the monitoring process will be recorded for input to the annual review (outlined below). The information will be made available to LBH.
- 7.8 Monitoring surveys will take the form of iTrace compliant questionnaire surveys.

Reporting

- 7.9 A Travel Plan review will be undertaken every year by the TPC to assess the progress of the TP. This will outline the results of the most recent survey, measures that have been

implemented and any changes to targets and measures as a result of the survey data. The report will also incorporate the results of monitoring throughout the preceding period. The report will be issued to LBH.

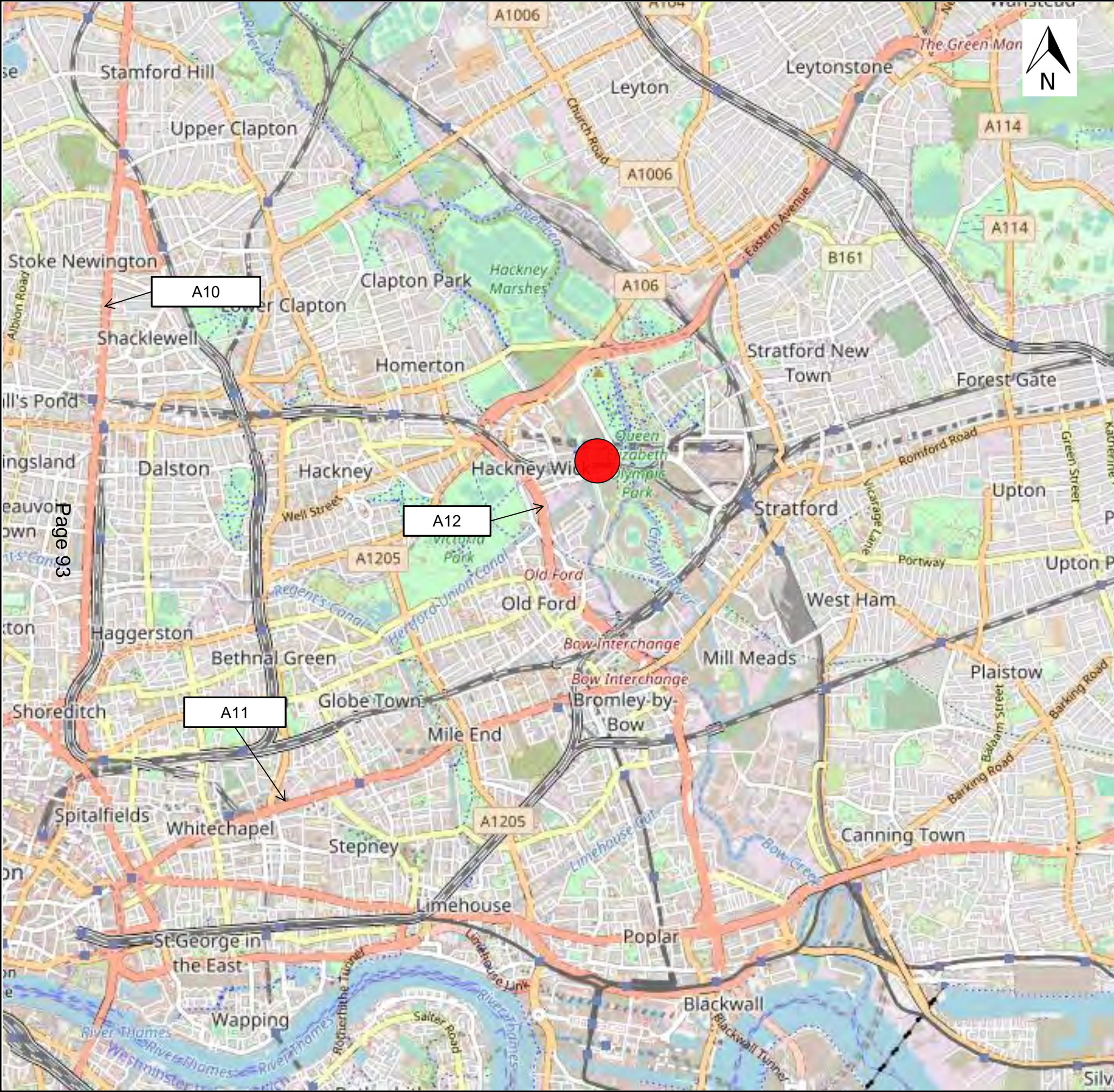
8 ACTION PLAN

- 8.1 The Action Plan outlined below in **Table 8.1** sets out the measures included within the TP that are directed at influencing travel patterns.
- 8.2 The Action Plan will be revised every year following each Annual Travel Plan Monitoring Survey.

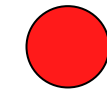
Table 8.1: Action Plan for Travel Plan Measures

Measures	Notes	Status / Target Date	Monitoring Method	Responsibility
GENERAL				
Appointment of Travel Plan Coordinator	To be employed by site management	Prior to occupation	Commencement of employment	Site Management
Provision of Information	Through various methods of communication including websites, social media and signage within the site.	From occupation	TPC to monitor uptake through travel surveys	TPC
Travel Survey	Within 6 months of occupation and at the anniversary on years 3 and 5	From occupation	TPC to conduct surveys	TPC
Welcome Packs	TPC to prepare and distribute in advance of occupation	Prior to occupation	On-going	TPC
CYCLING				
Provision of cycle parking	To accord with necessary cycle parking standards	As part of site construction	Spot checks as part of maintenance rounds	TPC
Provide cycle route maps and other information relating to cycle facilities	To be made available by the development's website.	From occupation	TPC to monitor uptake through travel surveys	TPC
WALKING				
Provide information related to safe walking routes	To be made available by the development's website.	From occupation	TPC to monitor uptake through travel surveys	TPC
PUBLIC TRANSPORT				
Provision of public transport information	To be made available by the development's website.	From occupation	TPC to monitor uptake through travel surveys	TPC

FIGURES



Key:



Site Location

Makeshift

Clarnico Quay,
Easy Wick

Strategic Site Location Plan

SCALES: NTS

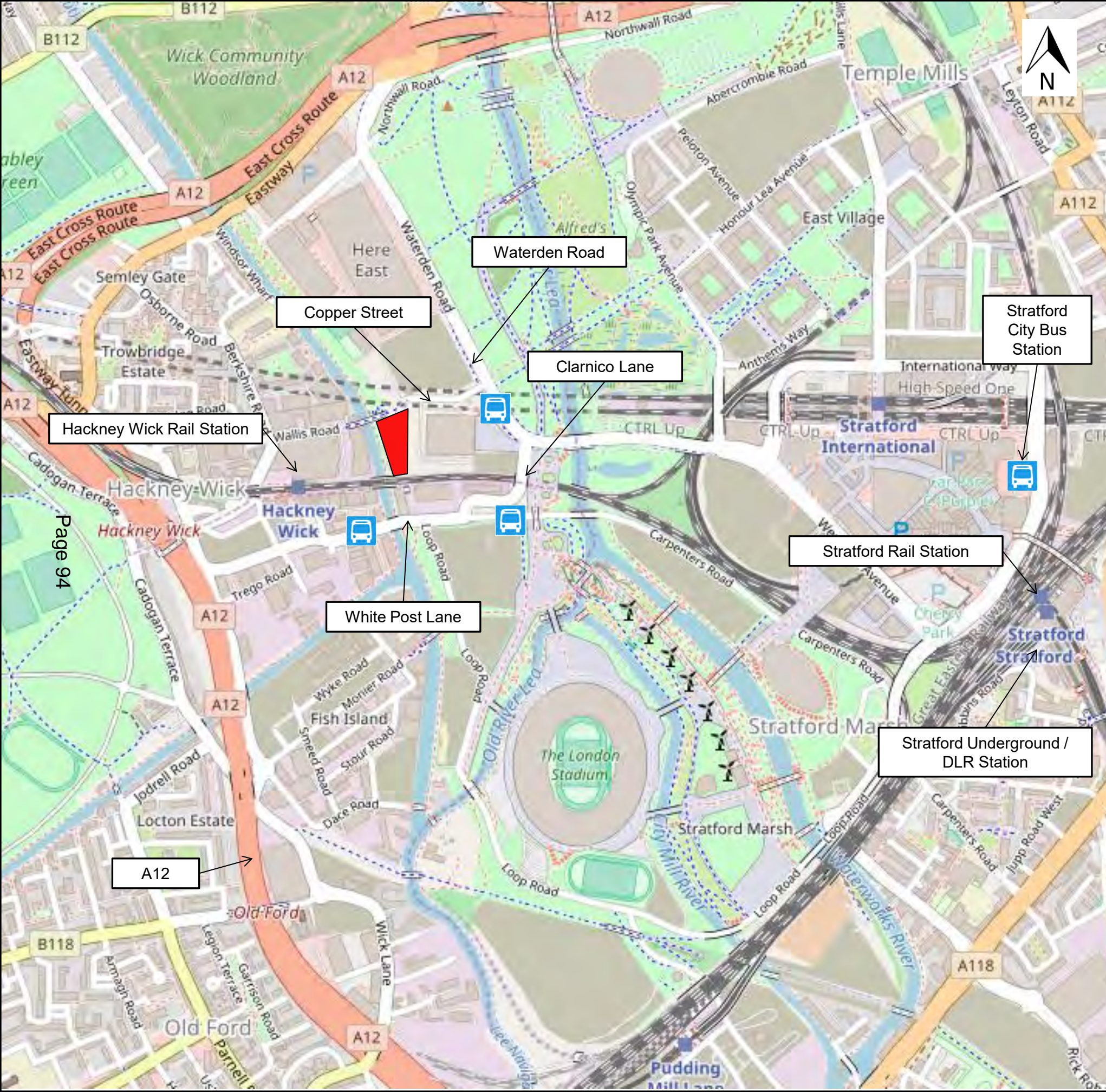
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Network Building, 97 Tottenham Court Road, London W1T 4TP
Tel: 020 7580 7373 Email: london@vectos.co.uk www.vectos.co.uk

DRAWING REFERENCE: Figure 1 ⁹³

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Key:

- Site Location
- Bus Stop

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Makeshift

Clarnico Quay,
Easy Wick

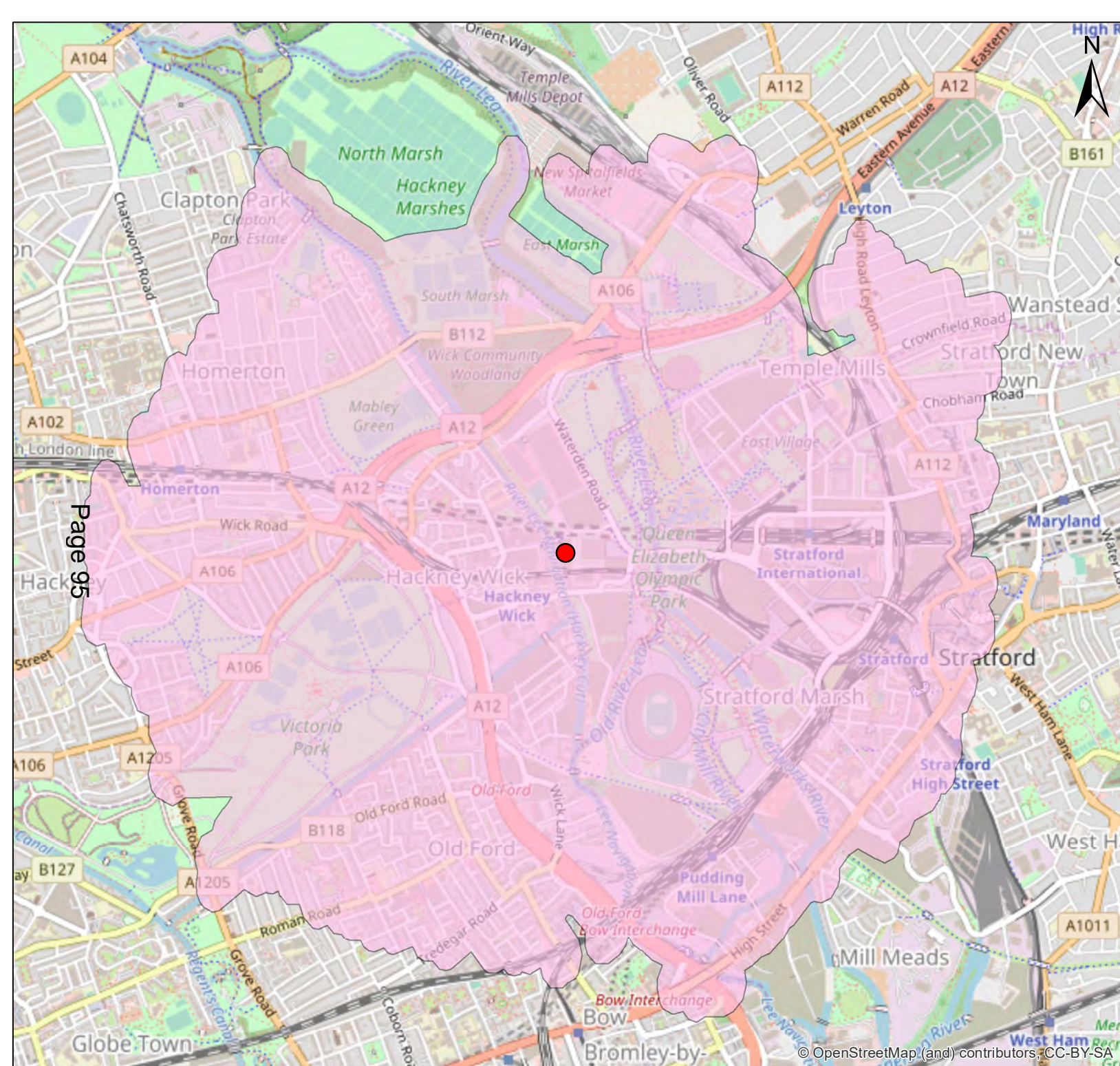
Local Site Location Plan

SCALES:		NTS	
DRAWN:	CHECKED:	DATE:	REVISION:
BB	SE	27/02/18	.



Network Building, 97 Tottenham Court Road, London W1T 4TP
Tel: 020 7580 7373 Email: london@vectos.co.uk www.vectos.co.uk

DRAWING REFERENCE: 94
Figure 2



Legend

- Site Location
- 2km Walking Isocrone

Make Shift

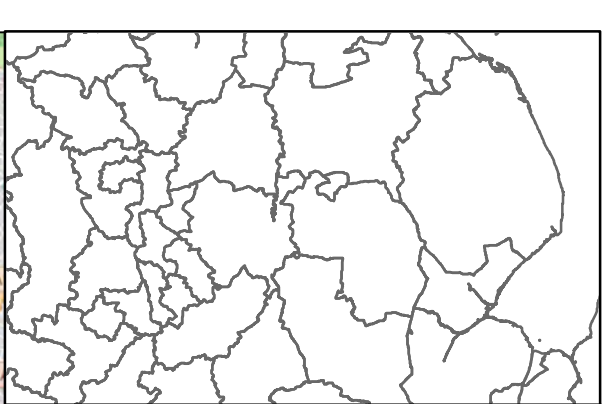
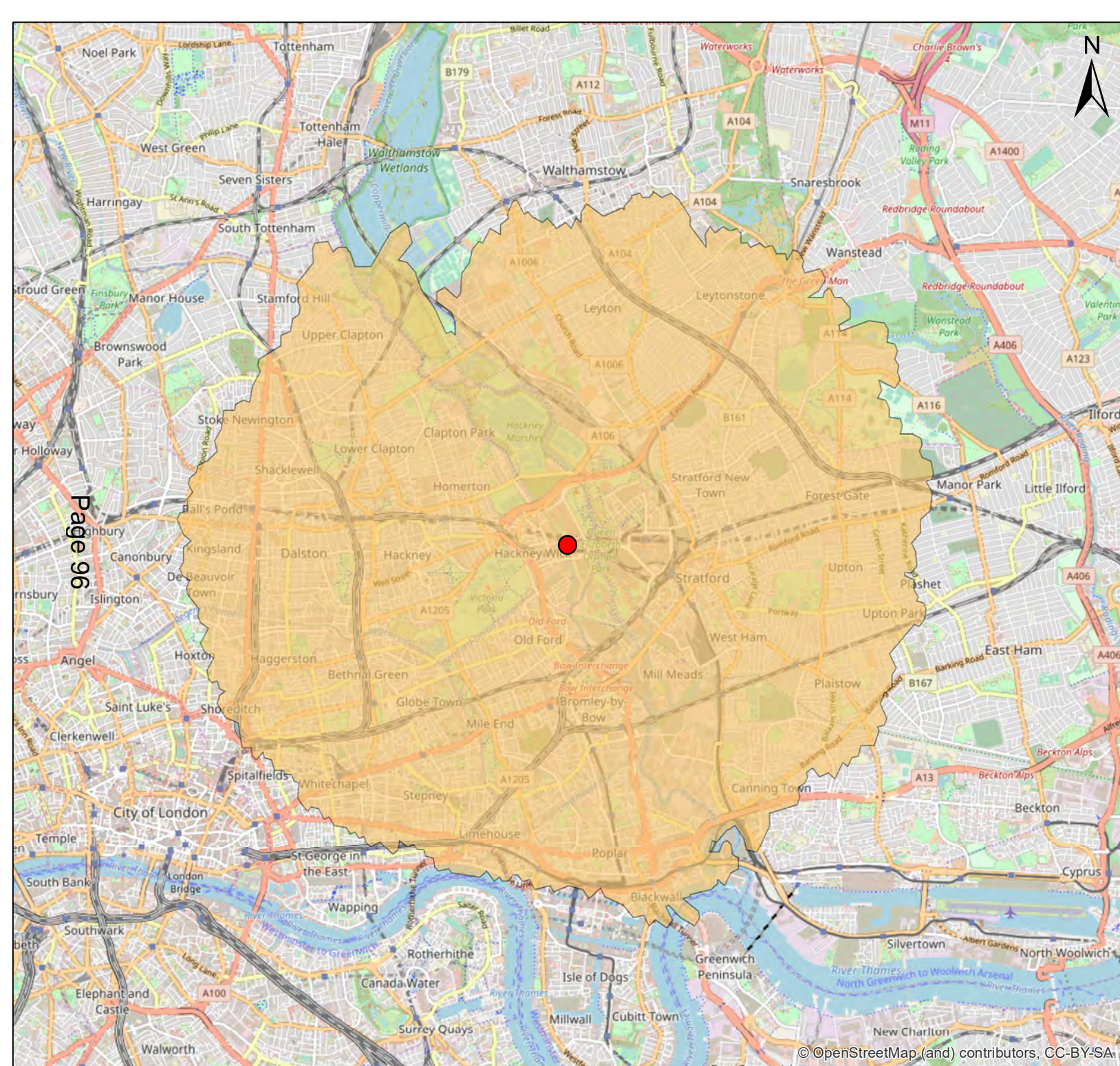
Clarnico Quay

Walking Isocrone



FIGURE: **Figure 3**

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Legend

- Site Location
- 5km Cycling Isocrone

Make Shift

Clarnico Quay

Cycling Isocrone



FIGURE: **Figure 4**

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SITE MANAGEMENT PLAN

CLARNICO QUAY

Contents

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1 Introduction

a) Overview of Clarnico Quay

- 1.1 In March 2017, Make Shift were selected to develop and operate a 7 year temporary development at Clarnico Quay, located between the Copper Box Arena and the Lea Navigation Canal.
- 1.2 The site is Development Parcel 5.3, within the Legacy Communities Scheme (LCS) Planning Delivery Zone 5 (PDZ5) site, also known as 'East Wick'. Planning permission is sought to allow this site to be used by interim uses until Phase 4 of the Zonal Masterplan for PDZ5 comes forward.
- 1.3 The Clarnico Quay interim use project provides affordable workspace for local independent businesses with a rich mix of uses such as workshops, cafes, bars and restaurants, event and community space with a clear objective to drive job creation within the local area. The Brief and the design have been developed together with various community groups and stakeholders.

b) Purpose of this Document

- 1.4 As this interim use proposal is located within the LCS site, the relevant planning conditions and approved Zonal Masterplan for PDZ5 should also be noted. LCS Conditions LCS0.247 to LCS0.251 are relevant to interim uses. Documents produced by LLDC to discharge these conditions and set out the requirements for interim uses include:
 - Interim Uses Protocol (July 2013);
 - Events Management Coordination Framework (September 2013); and
 - Interim Uses Statement Update (November 2017).
- 1.5 The Clarnico Quay proposals have taken these documents into consideration and the interim use will be carried out in line with the above.
- 1.6 This Site Management Plan has been prepared with consideration to LLDC's Events Management Coordination Framework, in particular. The Event's Management Coordination Framework sets out an overarching Framework which provides some of the operational principles governing how events will be managed on any given day across the Park. It covers events that may be hosted in the retained venues, the parklands, and possible interim uses on future development platforms. Clarnico Quay will therefore be managed in accordance with this framework and this document sets out the proposed site management measures that Make Shift's team will operate, in coordination with the future tenants of the development. The tenants of Clarnico Quay shall operate in accordance with the details set out in this document.
- 1.7 This document makes reference to various other documents submitted with the application, such as Transport Statement, Noise Assessment and Waste Management Strategy (set out in the Design and Access Statement). These documents should be read alongside each other.
- 1.8 We consider this document to set out the appropriate site management measures for the proposed uses of Clarnico Quay. It will be reviewed and updated as necessary, to enable input and coordination with the appointed site management team, local stakeholders and future tenants. Any updates to this document will be agreed with East Wick and Sweetwater Projects and the LLDC, in collaboration with Park Operations and Venues (POV) and the Copper Box Arena.

2 Site Management & Operations

a) Site Management Team

- 2.1 Make Shift will recruit a dedicated site management team who will be responsible for the day-to-day operation of Clarnico Quay once open. This team will be provided with on-going support from Make Shift.
- 2.2 This team will consist of the following roles:
- Site Director
 - Operations Manager
 - Community Manager
 - Marketing Manager
 - Commercial Manager
 - Facilities Manager
- 2.3 The site management team will also carry out daily, weekly and monthly tasks to ensure the site and immediate environment is well managed in terms of security and maintenance.
- 2.4 The site management team will undertake a daily full inspection of the site. This will be carried out using a detailed plan of the site, including each of the buildings, public realm, lighting and CCTV systems, and any damage or graffiti will be marked up on the plan and issued to the maintenance team to undertake a same day repair, replacement or cleaning, as necessary. The site management team will also touch base with all of the tenants daily, to ensure all is in order.
- 2.5 Spares for the CCTV and lighting system will be kept on site to ease the speed of repair or replacement should that be necessary. The maintenance contractors will be placed on a service-level agreement (SLA) to require a 4 hour attendance time for repairs and maintenance issues, thus ensuring that the system is always left in good working order at all times.

b) Working with the LLDC and other Local Stakeholders

- 2.6 Make Shift will be responsible for the overall management of the entire Clarnico Quay site. Make Shift will lease the Mobile Garden to Our Park Life. A management agreement will be agreed between Make Shift and LLDC, as landowners.
- 2.7 An agreement with Thames Water and GLL (Copper Box Arena Management) is being sought by Make Shift and the LLDC to allow occasional access to the Mobile Garden, whilst allowing full access for Thames Water for their maintenance requirements and ensuring coordination with the Copper Box Arena. This is not a public access and is completely at the discretion of both GLL and LLDC. This will only be for occasional works or one-off deliveries which will need to prearrange access and register vehicle license plate details for the day and exact time.
- 2.8 Clarnico Quay's site management team will engage in regular communication with immediate neighbours including Copper Box Arena, Mossbourne Riverside Academy, Here East, East Wick & Sweetwater Projects and Energy Centre to ensure smooth management of visitor access, transport management, Major Event Day strategies, noise management, and waste removal and cleaning.
- 2.9 The site management team will actively participate in the Park Programme Coordination Group for wider park planning and to avoid events and programming clashes.

2.10 The site management team will play a proactive role in local Pubwatch activity.

2.11 The site management team will attend local neighbourhood events and consultations including: LLDC Park Operations and Venues (POV) meetings, and local Business Forum events.

3 Hours of Operation and Licensing

a) Proposed Opening Hours

The expected opening hours for the restaurants, bars and events space would be subject to the future tenants and separate licensing applications, but the general opening hours for the site are currently anticipated to be as follows:

- 3.1 Block A
Licensable Activities (closing and Late Night Refreshment)
Sunday-Wednesday: 10 to midnight (10 - 00:30), Thursday – Saturday 10 to 01:00 (10 - 01:30)

Block B
Licensable Activities (closing and Late Night Refreshment) – i.e. Core Hours (save for Thursday nights)
Sunday-Wednesday: 10 to 23:00 (10 - 23:30), Thursday – Saturday: 10 to 00:00 (10 - 00:30)

Block C
Licensable Activities (closing and Late Night Refreshment)
Sunday-Wednesday: 10 to 00:30 (10 - 01:00), Thursday – Saturday 10 to 01:30 (10 - 02:00)

We would not expect any external amplified noise after 10pm. Off-sales end at 23:00hrs.

- 3.2 The latest use of outdoor areas will be 11pm at which point site management will direct visitors to use the indoor licensed venues only.

- 3.3 It is considered that these hours of operation would be appropriate for the Site's location in the Hackney Wick Neighbourhood Centre and are in line with those of existing canal-side venues on the opposite side of the River Lee Navigation.

- 3.4 Outdoor courtyards and events areas are positioned towards the centre of the site or towards the railway line so that they are surrounded by buildings and the railway line, creating an acoustic buffer. The late night uses are located in the blocks furthest away from nearby sensitive receptors, for example, the future residents of East Wick Phase 1.

- 3.5 The Clarnico Quay proposals have been designed with consideration to the Copper Box Arena directly to the east and the site management team will meet regularly with the Copper Box Arena management and LLDC Park Operations and Venues to ensure good management and coordination of venues in this area. Make Shift may want to hold occasional events that extend beyond these hours, but these could be held under separate temporary event license agreements with LB Hackney.

b) Licensing

- 3.7 Following submission of the planning application in February 2018, Make Shift will work with third party consultants to develop a full premises licensing application for submission in May 2018, targeting licensing being granted in August 2018.
- 3.8 The licensing application will be informed by the documents submitted with this planning application. Tenants will be required to operate in accordance with the details set out in this application, including the Transport Statement, Noise Assessment and Air Quality Assessment.
- 3.9 A Dispersal Plan is to also be developed by Make Shift for individual tenants to adhere to. This strategy will minimise disruption to the local area caused by customers leaving the premises late at night, and will direct customers to leave the site via a safe route where various modes of public transport can be easily accessed.
- 3.10 The dispersal plan will be informed further as the scheme develops however the basic framework will operate as follows:-

- a) The Canal Park and Mobile Garden will be open to the public from dawn until dusk. After this point, site management will direct visitors to use the upper level of the site only. The steps access the lower level of the site will then be closed off.
- b) After midnight (Thursday to Saturday), patrons will be restricted to the licensable areas only and all exits will be clearly marked and manned by staff or security.
- c) At midnight (Sunday to Wednesday) and 1am (Thursday to Saturday), all licensable areas will close and security will escort patrons towards marked exit routes at the north and east of the site and direct them to the relevant public transport links.
- d) The proposed operating hours will allow customers to depart via various modes of public transport including Overground train, tube/night tube or local bus/night bus services. Hackney Wick Station is the closest station to the Site which is served by London Overground services towards Stratford and Richmond / Clapham Junction, with the last trains departing around 00:30am. Stratford Station is also located within walking distance and is served by the Central Line and Jubilee Line night tube services.
- e) CQ will look to develop partnerships with local mini-cab firms to ensure appropriate numbers of vehicles are also available for patrons to disperse quickly at the time the site closes. The Taxi pick up point will be informed by the license (nominally in front of the Copper Box Arena) and subject to the licensing conditions there will be 1 Marshall on duty Friday and Saturday nights after 0030. This Marshall will dispose of any waste or rubbish left by the dispersing patrons and ensure that patrons leave quietly respecting the local community.

c) Site Use Scenarios

3.11 The site layout and uses across the Blocks has been designed flexibly to allow for many different use scenarios. Blocks can be closed, opened and operated independently. Five open courtyards offer spill out and gathering spaces in different locations, allowing for different events to run in parallel.

3.12 Four scenarios tested by the design team are set out below to show how the site may be used flexibly in different possible scenarios:





Scenario 3: Event evening



Scenario 4: Market day



4 Event Management

a) Applying the LLDC's Event Management Coordination Framework

- 4.1 As set out in LLDC's Event Management Coordination Framework (EMCF) (September 2013), a carefully planned events and cultural programme will help draw local people into the Park, and will help build a sense of attachment and ownership amongst them.
- 4.2 Paragraph 2.12 of the LLDC's EMCF notes that whilst interim uses were excluded from the LCS scheme, ***"it was acknowledged that development platforms (scheduled to be brought forward for development after 2017/18) could be used as temporary event spaces as part of a wider interim uses programme prior to the zonal masterplans being built out."***
- 4.3 The EMCF therefore applies to interim uses on future LCS development platforms, such as Clarnico Quay. It notes that environmental commitments and effects of events that might be hosted as interim uses will be addressed through the Interim Use Protocol. The Planning Statement and supporting environmental reports consider the Clarnico Quay proposals in accordance with the Interim Use Protocol (IUP) and an LCS Interim Use Tracker has also been submitted alongside this application.
- 4.4 Compliance with the EMCF provides a further degree of assurance to the IUP, ensuring that any permitted event space on interim use platforms is only used when it does not lead to thresholds in the EMCF being exceeded (unless mitigated). Clarnico Quay will be managed, on a day-to-day basis, in a way that is consistent with the LLDC Event Management Coordination Framework and the wider management principles for the Park.
- 4.5 As set out in the EMCF, events can be defined as ***"installations or short-term attractions or happenings that take place on a frequent or infrequent basis"***.
- 4.6 The potential range of events at Clarnico Quay would fall under the following EMCF classification of events based on size of attendance:
- Medium – an attendance of more than 499 but less than 4999; and
 - Small – an attendance of less than 499.
- 4.7 The estimated capacity of employees and visitors on the Clarnico Quay Site is expected to be approximately 1,000 people on a weekday and approximately 1,800 people on the weekend.
- 4.8 In accordance with the EMCF, Make Shift will ensure proper day-to-day coordination of the Clarnico Quay site and will be responsible for the management of small to medium size events.
- 4.9 The CQ site management team will work with the LLDC Park Operations and Venues team to develop a detailed strategy for site operations on Medium size event days as required by the conditions on the premises license. 28 days' notice will be given to the Copper Box Arena for any events in which estimated site capacity will exceed 2,000 people.
- 4.10 CQ site management team will actively engage and attend the QEOP Park Programming and co-ordination group to ensure all events are advised and co-ordinated in a timely and cohesive fashion.
- 4.11 Events will generally be managed in accordance with the day-to-day site management measures, including public access, opening hours and delivery and servicing. The site management team will meet regularly with the Copper Box Arena management and LLDC Park Operations and Venues to ensure good management and coordination of events in the area. The site management team will identify event situations where various additional measures may be required, including:
- Temporary amendments to hours of operation and licensed hours
 - Temporary amendments to site visitor capacity

- Additional security staff
- Replacement/protection of glass with plastics across the site
- Crowd segregation
- Amendments to standard Dispersal Plans and Traffic Management Plans.

5 Safety and Security

- 5.1 The Fire Strategy is set out in Chapter 6 of the Design and Access Statement. A detailed Fire Strategy will be signed off by building control.
- 5.2 The Fire Strategy will be actively monitored by the site management team and external security contractors, with trained dedicated fire marshals on site at all times during public opening hours. Suitable and sufficient fire plans will be placed throughout the complex to allow members of the public to easily identify exits and mustering points in case of fire.
- 5.3 The Lighting and Surveillance Strategy is set out in Chapter 6 of the Design and Access Statement. The site will operate a stringent security strategy, with contracted Security Staff and CCTV will operate across the site at all times, 24/7. Security lighting will be in use to complement the CCTV cameras and motion sensors.
- 5.4 SIA licensed door supervisors will operate within the licensed space during hours to be determined in the licensing application.
- 5.5 A CCTV system shall be installed and maintained in good working order and there shall be a trained operative on site at all times during the operation of licensable activities. All CCTV recordings shall be kept on site for 31 days and made available for inspection by the relevant authorities. CCTV will be monitored and radio link used to assist security in preventing crime and disorder.
- 5.6 All strategies will be developed in collaboration and consultation with LLDC POV, London Borough of Hackney and East Wick & Sweetwater.

6 Site Accessibility and Prevention of Noise Disturbance

- 6.1 The site benefits from excellent accessibility by sustainable modes of travel. Visitors and tenants will be encouraged to walk, cycle and use public transport. Please refer to the Transport Statement produced by Vectos and submitted with this application for further information.
- 6.2 Cycle parking will be provided on-site in a number of locations, including two sheltered and secure bike stores for the use of staff (long-stay). 75 no. cycle parking spaces will be provided on-site to allow for the flexible nature of the employment, retail and leisure uses. This quantum of cycle parking exceeds the minimum provision of cycle parking required for the development.
- 6.3 The site management team will be responsible for the day to day management of the cycle racks and pedestrian routes.
- 6.4 A Noise Assessment has been produced by Clarke Saunders Acoustics and is submitted with this application. The accompanying Noise Assessment report sets out the recommended noise mitigation measures that have been incorporated into the building structure to minimise any disturbance to the local area. The tenants of Clarnico Quay shall operate in accordance with the details set out in this document. Compliance with the Noise Assessment and this Site Management Plan will be enforced through the terms of the individual tenant leases.
- 6.5 Overall the Noise Assessment concludes that typical patron noise impact at the most affected nearby noise sensitive receptors, including East Wick Phase 1, the Mossbourne Riverside Academy and the adjacent riverboats, is anticipated to commensurate with the Lowest Observed Adverse Effect Level (LOAEL).
- 6.6 A full Dispersal Policy shall be produced, maintained and updated, and all staff will be trained and made aware of any changes. Site management will use this to ensure the smooth dispersal and departure of members and visitors.
- 6.7 Dispersal Plan and Noise Assessments will form part of the premises licensing application.
- 6.8 All strategies will be developed in collaboration and consultation with LLDC POV, London Borough of Hackney and East Wick & Sweetwater.
- 6.9 Signage asking all patrons to leave quietly will be mounted at all entry and exit points.
- 6.10 Clear wayfinding will be mounted at all entry and exit points to allow patrons to easily identify the transport links.

7 Site Waste, Cleaning, Deliveries and Servicing

- 7.1 Site cleaning will be provided by an outsourced supplier. Dedicated cleaning and caretaking staff will keep the premises and the vicinity clean and tidy at all times, free of rubbish and debris.
- 7.2 Specific cleaning rotas and working hours will be confirmed closer to the time of opening.
- 7.3 Contracts for sustainable removal of waste shall be entered into and enforced throughout the complex to ensure prevention of any waste build up and removal of such waste in a sustainable and environmentally friendly manner.
- 7.4 The servicing and refuse collection strategy is set out in the Transport Statement and Chapter 6 of the Design and Access Statement. The site will provide 6 no. loading bays in the southeast corner near the Blue Badge holder parking bays adjacent to Block D. All deliveries to the site and refuse collection from the site would make use of these 6 no. loading bays which are accessed from the service road for the Copper Box Arena.
- 7.5 All deliveries would be scheduled between the tenants and site management to take place outside of peak trading times to mitigate any potential disruption to pedestrian movement through the site. Refuse collection will take place outside of peak hours for trips to the Copper Box Arena.
- 7.6 All strategies will be reviewed in collaboration and consultation with the Copper Box Arena, LLDC Park Operations and Venues, London Borough of Hackney and East Wick & Sweetwater.

8 Other Customer Management Measures

a) Anti-social behaviour

- 8.1 Tenants will be encouraged to work together to prevent any form of anti-social behaviour in respect of their premises and the common parts. It is anticipated that any door staff will share intelligence on those removed for such behaviour to prevent access elsewhere. The tenant will agree appropriate arrangements through the premises alcohol licensing conditions.
- 8.2 All SIA security and staff on site will have radios and will be directed by the monitors to allow them to respond to incidents and anti-social behavior quickly and efficiently. Further to this, we will ensure that on event days, LLDC Park Operations and Venues (POV) and the police know which radio channel is being used on site so that they can contact the venue quickly to allow for the efficient flow of information and relevant responses.
- 8.3 The Tenant Handbook will encourage all licensed tenants to become active members of the local pub watch schemes. The Tenant Handbook will also require intelligence sharing amongst tenants and the wider community and police to ensure a collaborative approach to customer management. Further details will be agreed, as appropriate, through the licensing of the individual units.

b) Smoking

- 8.4 The operators are to be required to make appropriate arrangements for smokers to prevent smoking being undertaken in unsociable areas.
- 8.5 It is intended that each unit will be directed by the site management team to their nearest designated area for smoking.

c) Graffiti

- 8.6 We recognise that some people consider that street art makes a positive contribution to the urban environment.
- 8.7 We will remove street art or graffiti if we believe it spoils the local environment or will prevent people from enjoying the area. When deciding whether to allow it, we will consider whether it is:
 - offensive, gang related, insulting or against public interest
 - likely to encourage more graffiti or tagging
 - inappropriate for the location or out of keeping with the surrounding area
 - a cause of complaints to the Council
 - libellous or potentially libellous
 - intimidating

BEFORE THE LONDON BOROUGH OF HACKNEY'S

LICENSING SUB-COMMITTEE

“HACKNEY BRIDGE”

(previously “Clarnico Quay”)

Aluminium, Beta, & Charlie Buildings

East Bay Lane

London, E15

SUMMMARY OF APPLICANT'S SUBMISSIONS

For Remote Hearing: 20 August 2020

[Tab/Page references are to the Agenda Papers or Applicant's Bundle

(internal pagination on bottom right of page) as indicated]

Introduction

1. The Applicant for these three premises licences is Hackney Bridge Ltd, who also trade as “Make Shift”. They seek the permission of this licensing sub-committee to operate licensable activities at a major multi-use regeneration project, to be known as “Hackney Bridge” (formerly “Clarnico Quay”), which is at an advanced stage of construction, around the western edge of the Queen Elizabeth Park. Hackney Bridge will include retail, work and office spaces, food markets, event spaces, restaurant and pub/bar use.
2. The site consists of three buildings currently identified as Aluminium, Beta and Charlie Buildings (or Blocks A, B, C). Each are the subject of an individual premises licence application but these three applications can usefully be considered together in a combined hearing on 20 August 2020. (The Applicant does, however, seek permission for more than the indicated 5 minutes to set out their case given the number of applications, size

and importance of the scheme and the number of witnesses they would wish to call to assist the sub-committee).

3. Planning permission was granted for the project in July 2019 [**Applicant's Bundle, Tab 5, p.34-41**].
4. The Applicant's investment to date is some £6.5 million. The sites will create over 260 new jobs, and a minimum of 70% of employees must be local residents (by virtue of planning/service level agreements). The Applicant expects that, in practice, some 90% of people working at the site will be locals.

Revised application and police/environmental health agreement

5. Following extensive engagement on operating hours, procedures and conditions, both the police and Environmental Health department of the Council have now withdrawn their representations and support this revised application. The **agreed hours and conditions** are at [**Applicant's Bundle, Tab 2, p.2-15**]. It follows that that both the principal guardians of the crime and disorder and public nuisance licensing objectives now have no objection to this this revised application being granted. The sub-committee would be entitled to give particular weight to their expert views.
6. The **agreed hours**, in summary, are set out below. In all cases alcohol off-sales will cease at 23:00hrs and the original applications for non-standard hours are withdrawn.

BLOCK A: Pub and two restaurants

- Sunday – Wednesday:
 - Licensable activities (save for Late Night Refreshment “LNR”) : 10:00 – midnight
 - Opening Hours and LNR : 10:00 – 00:30

- Thursday – Saturday:
 - Licensable activities (save for LNR) : 10:00 – 01:00
 - Opening Hours and LNR : 10:00 – 01:30

BLOCK B: Food Hall and mezzanine

- Sunday – Wednesday:
 - Licensable activities (save for LNR) : 10:00 – 23:00
 - Opening Hours and LNR : 10:00 – 23:30
- Thursday – Saturday:
 - Licensable activities (save for LNR) : 10:00 – midnight
 - Opening Hours and LNR : 10:00 – 00:30

BLOCK C: Event space and cocktail bar

- Sunday – Wednesday:
 - Licensable activities (save for LNR) : 10:00 – 00:30
 - Opening Hours and LNR : 10:00 – 01:00
- Thursday – Saturday:
 - Licensable activities (save for LNR) : 10:00 – 01:30
 - Opening Hours and LNR : 10:00 – 02:00

7. These hours are reduced from the original hours applied for. The different closing times for each block are suggested in deference to the views of the police who, correctly, took the view that staggered closing times will assist in the gradual dispersal of customers from the site which will benefit any impact on the local community.
8. The large suite of bespoke conditions agreed with police and environmental health are the result of several months' discussions and engagement between the parties. They carefully balance the needs of the community with the financial viability of the project.

The operators of Hackney Bridge

9. A **Presentation Brochure** about the Hackney Bridge project and the Applicant (who generally trades as "Make Shift") is included in the Applicant's Bundle at **[Tab 3, p.16-31]** to assist the sub-committee and parties.
10. Additional letters in support from respected civic, charitable and communal figures are in the Applicant's Bundle at **[Tab 4, p.32-33]**.
11. The Applicant has a proven track record of delivering on extraordinary projects that positively serve and ornament their local communities. Two major Make Shift developments, which have similar objectives to Hackney Bridge, may already be known to Members: Pop Brixton and Peckham Levels. The positive impacts of these two projects on their local communities are summed up in these recently received endorsements from the Councils in which they are situated:

"Peckham Levels has been a fantastic addition to the local area, supporting hundreds of local enterprises and providing over 300 jobs within the building. In addition, the project delivers multiple additional community benefits including; free event space for local groups, employment & enterprise opportunities for young people and supported spaces for early stage local businesses and social enterprises. Their licensable activities are run to a high standard and we are unaware of any significant licensing issues to date. We highly recommend Make Shift as an operator."

Neil Kirby
Head of Regeneration South
Southwark Council

“Pop Brixton has been a fantastic addition to the local area, supporting hundreds of local enterprises and providing over 200 jobs within the project. In addition, the project delivers multiple additional community benefits including; free event space for local groups, employment & enterprise opportunities for young people and supported spaces for early stage local businesses and social enterprises. They’re licensable activities are run to a high standard and we are unaware of any significant licensing issues to date. We highly recommend Make Shift as an operator.”

Will Steadman
Head of Neighbourhood Regeneration
Sustainable Growth & Opportunity Directorate
London Borough of Lambeth

12. Endorsements from Age Concern UK and Lambeth College are also within the Applicant’s Bundle.

Social commitments

13. As part of the planning process and lease agreement the Applicant undertook to meet a number of social commitments to ensure diversity, inclusion, community engagement and support, place-making, growth and local employment.
14. These include the provision a mix of uses which must include at least 5% community space and 7% supported units.
15. The project gives an opportunity for new independent businesses, who are of limited means, to operate locally in a dynamic and encouraging environment.
16. In relation to individuals and companies who rent offices, or operate retail and leisure/hospitality facilities (i.e “members”) :
 - a. 100% of members will be independent businesses with at least 70% from the surrounding local boroughs.

- b. The project is expected to support over 260 jobs across a range of sectors.
- c. The event spaces and meeting rooms will be available for free hire to local community groups at least 25% of the time.
- d. Each member will invest a minimum of 1 hour a week into the Applicant's Community Investment Scheme, a programme that will connect them with local schools, colleges, charities and community groups to share their skills and inspire change.
- e. The Community Investment Scheme will generate over 3,500 hours of interaction and support for the wider community each year.
- f. 10% of the scheme's profits will be used to create fund that can support and enhance the Community Investment Scheme's output.

17. In relation to the construction phase:

- a. At least 2 individuals will be offered work placements.
- b. An average of 3% of the workforce will be apprentices.
- c. Apprentices employed on the project during the construction phase of the project will be paid in line with the Construction Industry Joint Council Working Rule Agreement (as a minimum).
- d. 20% of all new apprentice vacancies during the Construction Phase filled by priority groups.
- e. An average of 6% of the workforce will be female.
- f. An average of 35% of the workforce will be residents from the boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets.

- g. An average of 35% of the workforce will be from a BAME background.
 - h. An average of 3% of the workforce will be disabled.
 - i. An average of 10% of the workforce will have been previously unemployed.
18. During the Operational Phase:
- a. 70% of businesses to be from the Growth Boroughs.
 - b. A minimum of 7% of units will be supported units offered at discounted rates.
 - c. 100% of Businesses to be Independent.
 - d. 50% of businesses on site to be new start up
 - e. All staff employed by Make Shift will be paid a minimum of London Living Wage.
 - f. 4 individuals will be offered work placements.
 - g. A Community Led Steering Group to regulate the operation of the project.
19. These undertakings are set out in the Service Level Agreement in the Applicant's Bundle **[Tab 6, p.42-57]**.
20. In addition, the applicant has produced a Community Hire Strategy in the Applicant's Bundle **[Tab 7, p.58-67]**.
21. These socio-economic factors can properly be taken into account in a licensing determination. In *R (o/a/o Hope and Glory Public House Ltd) v City of Westminster Magistrates' Court and Others* [2011] EWCA Civ 31, the Court of Appeal (per Toulson LJ) observed that [at 42]:

‘Licensing decisions often involve weighing a variety of competing considerations: the demand for licensed establishments, the economic benefit to the proprietor and to the locality by drawing in visitors and stimulating the demand, the effect on law and order, the impact on the lives of those who live and work in the vicinity, and so on.’

22. The high-level of subsidy and support the Applicant intends to provide to its disadvantaged tenants, and the community more generally, needs to be paid for. The hours now agreed with police and environmental health, which the applicant invites this sub-committee to grant, hit the economic “sweet-spot” between allowing the Applicant to meet its social obligations whilst ensuring the project is financially viable and successful.
23. A reduction in hours across the board to core-hours, as suggested in the representation from Ward Councillors, will necessarily have a direct impact on the ability of the Applicant to meet its social commitments and wishes.
24. On a connected issue, the ongoing COVID-19 pandemic is having a devastating effect on the leisure and hospitality industry. Social-distancing requirements means fewer customers can be catered for at any one-time. In order to balance the books operators, generally, will require longer hours to serve their customers.

Core-hours policy, resident concerns & mitigating risks

25. No individual resident has made a representation objecting to this application although a three-line representation on behalf of the Ward Councillors has been submitted. This was considered by the Applicant when making their revised proposals on hours and additional conditions which are now before the sub-committee.
26. Hackney’s Core-Hours policy (LP3) is not absolute. Paragraph 2.16 of the Statement of Licensing Policy states:

2.16 The Council supports the principle of flexibility in its approach to licensing hours and will consider the merits of each individual application. The hours for licensable activity will always reflect the individual merits of the application any

relevant representations received as well as the requirement to promote the licensing objectives.

27. The LP3 Policy itself indicates:

“Later hours may be considered where the applicant has identified any risk that may undermine the promotion of the licensing objectives and has put in place robust measures to mitigate those risks.”

28. The Applicant has taken a highly professional approach to mitigating any risks to the local community. In addition to the reduced hours and stringent and extensive conditions already agreed with police and environmental health, the sub-committee is invited to consider the various operating measures included within the Agenda Papers and Applicant’s Bundle as follows:

- a. Travel Plan – [**Applicant’s Bundle, Tab 8, p.68-96**].
- b. Site Management Plan – [**Applicant’s Bundle, Tab 9, p.97-110**].
- c. Feasibility Study - [**Agenda Papers, p.79-137**]
- d. Acoustic Report - [**Agenda Papers, p.138-161**]
- e. Dispersal Policy – [**Agenda Papers, p.160-161**]

29. The nearest residents to this project will be in the wider development itself. In that sense it will have to be self-policing. The landlord of the applicant will also be the landlord of the nearest residents. Andrew Atkins, on behalf of EW+S, the master developer of the permanent residential led mixed-use site, has offered his full endorsement of this licence application. His support letter is in the Agenda Papers at [**p. 162**]. Mr Atkins comments:

“The [Hackney Bridge] scheme is a central part of our place activation strategy and in doing so we have worked with [the Applicant] on the bar and

event space proposals to ensure these can be developed and operated successfully without impact on future residents.

[Hackney Bridge] will offer local people excellent opportunities for both work and recreation and help both economic and social growth in Hackney Wick. Make Shift have a proven track record in successfully developing new sites that help serve the community and local small businesses in London.

An extensive consultation exercise has been undertaken prior to this application with the community, neighbours and ourselves. A series of controls are in place through our lease of the site to Make Shift, an accompanying service level agreement and the oversight of a community led Steering Group to regulate the operation of the project.

We are therefore confident that [Hackney Bridge] will be extremely well-managed. Any risk to the four licensing objectives is mitigated by the operational policies and systems that have been developed to allow the site to deal with any issues quickly and effectively.”

30. In relation to concerns that customers will disperse into residential areas, the measures the applicant has proposed in their operating documents will mitigate that risk. Most customers will not pass through existing residential areas in any event. But if it proves necessary the Applicant will post street-marshals at strategic points on busy nights to ensure customer dispersal does not become a serious issue.
31. The Applicant is extremely pro-active in avoiding issues and is highly responsive to community concerns. If issues arise they will be dealt with quickly and effectively. The Community Led Steering Group will assist in this regard.

Conclusion

32. This is a well-planned and professionally considered application. The Council’s experts on policing and public nuisance issues do not object to its grant.

33. The hours applied for are, in part, beyond core hours but the applicant has demonstrated that it will take extensive measures to mitigate any impact on local residents.
34. The grant of this licence will provide a boon to the local economy and have positive social impacts.
35. The licensing sub-committee is respectfully invited to grant this revised application in full.

GARY GRANT
Barrister, Francis Taylor Building

14 August 2020

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