

**HEADS OF TERMS
SECTION 106 AGREEMENT**

KINGSWAY INTERNATIONAL CHRISTIAN CENTRE

THAMES GATEWAY - BEAM REACH

- 1. Parties:** (1) **Kingsway International Christian Centre** whose registered office is at 3 Hancock Road, Bromley-by-Bow, London E3 3DA ('the Applicant')
- (2) **The London Development Agency** of Palestra, Blackfriars Road, London SE1 8AA ('LDA')
- (3) **London Thames Gateway Development Corporation** of 9th Floor, South Quay Plaza 2, 189 Marsh Wall, London E14 9SH ('the Corporation')
- 2. Land:** Plots 10-12 off Consul Avenue and Manor Way, Beam Reach 5 Rainham, Essex.

3. Proposals:

3.1 Improvements to Public Transport

The Applicant will make appropriate contributions to enable improvements to public transport in the area including a subsidy of approximately £150,000 in order to upgrade the 174 bus route, introducing its operation on Sundays to CEME.

In addition, the Applicant has agreed a £5,000 contribution for clearways on the bus stops on Marsh Way

3.2 Travel Plan

The Applicant will implement, review and maintain a Travel Plan throughout the life of the development to cover staff, visitors and construction workers.

The monitoring of the Travel Plan is to be linked permanently to the capacity of the auditorium and other facilities. The Travel Plan is to be applicable to all users of the development.

The Travel Plan has been circulated and the Applicant is committed to its operation and regular review going forward.

3.3 Shuttle Bus Service

The Applicant has agreed to operate a shuttle bus service (as currently laid out in the Travel Plan). The scale of the shuttle bus service is to be linked to the capacity of the venue and the level of parking available on site. The Applicant will run a shuttle bus service from an agreed location. The agreed location is still under discussion.

3.4 Temporary Auditorium

The Applicant has agreed to remove the temporary auditorium within one month of the main auditorium becoming operational. The Corporation has received detailed phasing plans, with proposed phasing conditions for comment.

3.5 Community Liaison Officer

The Applicant has agreed the appointment of a Community Liaison Officer and will pay an annual pro rata salary of £25,000. The Applicant will discuss the job description with London Borough of Havering and the Corporation. This commitment is to last for five years.

3.6 Local Policing Infrastructure

The Applicant has agreed in principle a financial contribution to the Metropolitan Police. However, the Applicant has not yet received finite details of the purpose or breakdown of the proposed contribution of £220,000, which was suggested by the Police.

3.7 Public Facilities

The Applicant will make available to the public facilities such as the gym, crèche and meeting rooms at the development.

The Applicant will discuss with the Corporation how any charges are to be applied and how the information regarding availability is to be published.

The Applicant has agreed to work up an Events Management Strategy and a Facilities Use Strategy and will welcome input from the Corporation on how these will be formulated.

3.8 Restrictions on External Events Held

The Applicant will agree a restriction on the number of events for which the facility can be hired for external use, and will agree that

such events would under no circumstances exceed, for example, 5,000 people.

3.9 Sustainable Transport Links

The Applicant is willing to discuss the making of an appropriate contribution to the improvement of local sustainable transport links including footway and cycleway improvements. However, clarification is sought, as the Applicant has received no specific details about what this will entail, and is willing to discuss the details with the Corporation.

3.10 Controlled Parking Measures

If the development is found to warrant the introduction of controlled parking measures and restrictions, the Applicant is willing to make a contribution to parking regulations, as they are identified and shown to be necessary.

3.11 Phasing

The Applicant will agree the phasing plans with the Corporation, in accordance with the detailed phasing plans which have been submitted to the Planning Committee. The Applicant has produced (see attached) a set of proposed phasing obligations/conditions for comment by the Corporation.

3.12 Local Commitment Scheme

The Applicant has agreed to produce a Local Commitment Scheme which will contain the details and mechanisms for securing the use of local labour, contractors, goods and services in relation to the development, for approval by the Corporation.

3.13 Proposed Contribution to a New Railway Station

The Applicant is prepared to make a contribution to the provision of a railway station, particularly if it meets the tests of reasonableness set out in current guidance and is felt to be related to the overall development. However, the Applicant understands that WS Atkins' report remains confidential and therefore it is difficult to assess and agree details with the Corporation at this stage.

3.14 Renewables

The Applicant is prepared to submit and agree a renewables strategy to increase the use of energy originating from renewable sources and the level of carbon emissions produced from the development demonstrating that the proposals achieve a 20% reduction in carbon emissions.

4. Background: The Applicant and the Corporation have been negotiating the terms of a Section 106 Agreement for some time. The most recent draft agreement was sent to the Corporation on 10 October for comment in advance of a meeting, but no formal reply in writing has been vouchsafed as yet. The Applicant and its solicitors have attended a number of meetings with the Corporation and their solicitors to discuss the terms of a proposed Section 106 Agreement and therefore it is not correct to state that formal terms have not been supplied [(p55, London Thames Gateway Planning Committee Report, 14 February 2008)]. It is usual in these circumstances to agree general principles before finalising the drafting of any Section 106 Agreement.

Wragge & Co LLP
12 February 2008