

6 September 2021

SECTION 106 AGREEMENT

Under section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to land at Chandos Road Trading Estate, Chandos Road, Park Royal, NW10 6NF

OLD OAK AND PARK ROYAL DEVELOPMENT (1)
CORPORATION

AND

VDC LHR11 LIMITED (2)

Ref: AC15/ED04
Borges Salmon LLP
www.borges-salmon.com
Tel: +44 (0)117 939 2275
Fax: +44 (0)117 902 4400

WORK\42072569\v.2


**Borges
Salmon**

57417.4
Classification: Confidential

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	1
2	LEGAL BASIS	9
3	NATURE OF OBLIGATIONS	9
4	CONDITIONAL AGREEMENT	10
5	OBLIGATIONS OF THE OWNER	10
6	OBLIGATIONS OF THE OPDC	10
7	LEGAL COSTS	10
8	OWNERSHIP	11
9	NO ENCUMBRANCES	11
10	REGISTRATION	11
11	RIGHT OF ACCESS	12
12	OWNER TO NOTIFY THE OPDC	12
13	NOTICES	13
14	PAYMENTS	13
15	NO WAIVER	14
16	INTEREST ON LATE PAYMENT	14
17	INDEXATION	14
18	LIABILITY UNDER THE DEED	14
19	DISPUTES	15
20	CONTRIBUTIONS	17
22	GOVERNING LAW	18
23	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	18
	Schedule 1 – Site Plan	19
	Schedule 2 – Draft Planning Permission	21
	Schedule 3 - Monitoring Contribution	22
	Schedule 4 – Public Realm, Highways and Transport	23
	Schedule 5 - Energy and Sustainability	25
	Schedule 6 - Training and Skills	28

Schedule 7 – Affordable Workspace	31
---	----

THIS DEED is made on

6 September

2021

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "**OPDC**"); and
- (2) **VDC LHR11 LIMITED** (formerly known as **VANTAGE DATA CENTERS JERSEY 3 LIMITED**) incorporated and registered in Jersey under company registration number 132061 whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG and whose address for service in the United Kingdom is c/o Law Debenture Corporate Services Limited (VDC UK Management Company Limited reference number 06307550), Fifth Floor, 100 Wood Street, London EC2V 7EX (the "**Owner**").

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) Following a transfer dated 15 July 2021, the Owner is the owner of the freehold interest in the Site with title absolute under title number AGL38207, and an application to register the Owner's interest at the Land Registry was made on 28 July 2021. The Owner enters into this Deed in its capacity as freehold owner.
- (C) On 25 January 2021 the Planning Application was submitted to the OPDC.
- (D) At a meeting of its Planning Advisory Panel on 3 June 2021, the OPDC resolved to approve the Planning Application subject to a stage II referral to the Mayor of London and the completion of this Deed.
- (E) Accordingly, the parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers should the Planning Permission be granted.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:

"1990 Act" the Town and Country Planning Act 1990;

"2011 Act" the Localism Act 2011;

"Affordable Workspace" means at least one third (33 per cent) of the Commercial Floorspace to be constructed in accordance with an Affordable Workspace Specification to be submitted to and approved in writing by the OPDC and let to Local Businesses at a discounted rent for a minimum period of seven and a half years from the date of first Occupation of any Commercial Floorspace in accordance with an Affordable Workspace Strategy and Management Plan to be submitted to and approved in writing by the OPDC;

"Affordable Workspace Lease" means a lease or an agreement for lease of all or part of the Affordable Workspace in accordance with an Affordable Workspace Strategy and Management Plan to be submitted to and approved in writing by the OPDC;

"Affordable Workspace Specification" means a written document setting out how the Owner intends to provide Affordable Workspace within the Development and shall include but not be limited to:

- (a) details of where the Affordable Workspace will be provided within the Development;
- (b) detailed explanation of the specification of the Affordable Workspace and how such Affordable Workspace will be suitable for Local Businesses, well-designed, high quality, incorporate a range of unit sizes and types that are flexible, have good natural light and be suitable for sub-division for new uses and activities and how consideration has been given to providing grow-on space; and
- (b) a commitment to providing the Affordable Workspace to an equivalent standard as the other Commercial Floorspace;

"Affordable Workspace Strategy and Management Plan" means a written strategy setting out how the Owner intends to manage Affordable Workspace within the Development and shall include but not be limited to:

- (a) details of how the Affordable Workspace will be managed;
- (b) details of how the Affordable Workspace will be marketed to potential tenants;
- (c) details of how tenants for the Affordable Workspace will be selected including eligibility criteria which must prioritise Local Businesses;
- (d) details of proposed heads of terms for an Affordable Workspace Lease which shall include the following key terms:
 - (i) annual rent set at a maximum of 50 per cent of the Local Open Market Rent in the London Borough of Brent for comparable workspace; and
 - (ii) service charge to be included within the rent or if it is to be exclusive of the rent at a rate which the Owner can demonstrate by reference to the

services selected by and being provided to the relevant Occupier are at an appropriate level commensurate with the cost of those services; and

(iii) tenant's right to select which services they receive including details of essential and optional services; and

(e) how tenants of the Affordable Workspace will be supported during their occupation of the Affordable Workspace;

"Best Endeavours" means that the obligor shall take all steps that are required to achieve the stated outcome, and not merely some of them, even if that involves beginning legal proceedings where leading counsel appointed by the Owner has advised that there is a more than 50% chance that such proceedings would succeed and a copy of leading counsel's advice has been provided to the OPDC.

"Building" means any building comprised within the Development;

"Carbon Offset Contribution" means the sum of £2,850 per tonne of carbon (being £95 per tonne of carbon over 30 years) shortfall in carbon emission savings as identified by the CO2 Audit to be paid to the OPDC;

"CO2 Audit" means a review of the carbon emissions associated to the Development in line with the latest GLA Energy Assessment Guidance;

"Commencement" means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out whichever is earlier but for the purposes of this Deed shall not include the Exempted Works and **"Commenced"** and **"Commences"** shall be construed accordingly;

"Commencement Date" means the date upon which the Development is Commenced;

"Commercial Floorspace" means any floorspace comprised within the Development which falls within Use Classes E(g)(ii), E(g)(iii), and B2;

"Committed" means (a) allocated by the OPDC for expenditure within a budget relevant to the purpose for which the contribution was paid and such budget has been authorised by the relevant committee, or OPDC member or OPDC officer or (b) subject to a payment obligation under a relevant contract where such contract provides for payment contingent on the provision of works and/or services and/or supplies;

"Construction Period" means the period from the Commencement Date to the date the Development is Practically Complete;

"Contributions" means together the sums payable in accordance with Schedules 3 to 6;

"CPI" means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the OPDC;

"Development" means the development permitted by the Planning Permission or a Varied Planning Permission;

"District Cooling Network" ("DCN") means cooling infrastructure and the associated cooling generation plant (in the form of low carbon source) as a set of flow and return pipes circulating hot water from the development for the provision of primarily cooling demands;

"District Heating Network" means heating infrastructure and the associated heating generation plant (in the form of low carbon source) as a set of flow and return pipes circulating hot water from the development for the provision of primarily heat demands;

"Exempted Works" means subject to paragraph 2.6 of Schedule 2 an operation or item of work of or connected with or ancillary to demolition works, archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, site remediation works, and the erection of fences and hoardings;

"Expert" has the meaning given in clause 19.3;

"GLA" means the Greater London Authority;

"Green Infrastructure Management Plan" means a plan for the management of on-site green infrastructure;

"Healthy Streets Projects" means projects designed in accordance with 'Healthy Streets for London' (Transport for London, 2017) to prioritise walking, cycling and public transport in London (or any successor document, if superseded);

"Interest" means interest at a rate of four per cent per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;

"Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase)" means a management plan to be submitted to the OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owners and their contractors and sub-contractors will work with the OPDC, the London Boroughs of Brent, Ealing and Hammersmith and Fulham and any local employment or training agencies as part of a training consortium, such arrangements to include:

- (a) regular reporting and review mechanisms;

- (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents; and
- (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

"Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase)" means a management plan relating to the operational phase to be submitted to the OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owners and their tenants will work with the OPDC the London Boroughs of Brent, Ealing and Hammersmith and Fulham and any local employment or training agencies, such arrangements to include:

- (a) regular reporting and review mechanisms;
- (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents for a period of at least 10 Working Days; and
- (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;
- (d) 10% of end user jobs for the operational phase of the Development should employ Local Residents;

"Local Business" means any business, trade, service, profession or industry whose established place of business is within the London Borough of Brent, the London Borough of Ealing or the London Borough of Hammersmith and Fulham;

"Local Open Market Rent" means the market rent for comparable workspace in the London Borough of Brent to be determined in accordance with paragraph 4 of Schedule 7;

"Local Resident" means a person who is resident in the London Borough of Brent, the London Borough of Ealing or the London Borough of Hammersmith and Fulham, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:

- (a) council tax statement;
- (b) utility bills;
- (c) bank statements; or
- (d) other correspondence from government or state bodies;

"London Living Wage" means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their

family enough to afford the essentials and to save, the current rate at the date of this Deed being £9.75 per hour;

"Monitoring Contribution" means the sum of £10,000 towards OPDC's monitoring costs relating to this Deed;

"Occupation" means the occupation of any part of the Development for its designated planning use but does not include occupation by the Owners or any contractor or other occupier for the purposes of security, construction, fitting out, testing and commissioning of equipment, decoration, marketing or display and **"Occupy"** and **"Occupier"** shall be construed accordingly;

"Phase" means phase of the Development as defined by the side wide phasing and implementation plan approved under the Planning Permission;

"Plan 1" means the plan attached to this Deed at Schedule 1 marked "Plan 1" with reference 0477 A03-100 ;

"Plan 2" means the plan attached to this Deed at Schedule 1 marked "Plan 2" showing the location of the Tenant's Leasehold Interest;

"Planning Application" means the application for outline planning permission for the Development submitted to the OPDC and allocated reference number 21/0013/OUTOPDC with the details of access, appearance, landscaping, layout and scale reserved for later determination for demolition and redevelopment to comprise a data centre (Use Class B8) of up to 52,000 sqm gross external, including ancillary offices, internal plant and equipment (including flues), and substation, and may include up to 2,500 sqm of work units (Use Class E(g)(ii) & E(g)(iii), B2); car parking; provision of external plant and equipment (including flues); creation of servicing areas and provision of associated services, including waste, refuse, cycle storage, and lighting; and for the laying out of the buildings; routes and open spaces within the development; and all associated works and operations including but not limited to: demolition; earthworks; provision of attenuation infrastructure; and engineering operations;

"Planning Permission" means the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at Schedule 2

"Practically Complete" means the issue of a certificate of practical completion by the Owners' architect, engineer or other certifying officer as the case may be in respect of the Development or part or parts thereof and **"Practically Completed"** shall be construed accordingly;

"Public Realm, Highways and Transport Contribution" means the sum of £360,000 (three hundred and sixty thousand) to be used by the OPDC towards Healthy Streets Projects to encourage walking and cycling, improvements to the public realm along

Chandos Road and Bashley Road and improvements to open space, amenity space and the Bashley Road Travellers Site within 1km radius of the Site;

"Reserved Matters" means the details of each of the access, siting, design, external appearance and landscaping of the Development required to be approved by the OPDC pursuant to the Planning Permission together with any other matter described as a reserved matter or equivalent in future legislation and meeting the test of being details that need to be approved prior to commencement of development together with any modification thereof under section 96A of the 1990 Act;

"Site" means the land shown edged red on the Plan and which is registered at HM Land Registry under title number AGL38207;

"Tenant" means Music Bank (Hire) Limited registered in England and Wales (company number 02949015) of Unit 4 Chandos Park, Chandos Road, London, England, NW10 6NF;

"Tenant's Leasehold Interest" means the leasehold interest in Unit 4 under Title Number AGL435673 shown edged red on Plan 2";

"Training and Skills Contribution" means the sum to be calculated by reference to the scale of development, with particular regard to jobs lost or generated through construction phases and end use in line with the formula in Appendix 1 to be used by the OPDC towards training and skills and business development/economic development activity in the Park Royal area;

"Unit 4" means Unit 4 of Chandos Park, Chandos Road, London, England, NW10 6NF;

"Varied Planning Permission" means any planning permission issued pursuant to an application to vary or further vary any of the conditions in the Planning Permission;

"VAT" means value added tax;

"Working Day" means any day of the week other than Saturday Sunday or any bank holiday.

"Workspace Travel Plan" means a plan to promote sustainable modes of transport for the guests and staff of the proposed uses in the Development to include, but not limited to:

- initiatives to promote cycling and walking for both guests and staff;
- proposals for providing and promoting public transport information (e.g. maps, route and timetables) at the industrial and office areas for guests and staff;
- objectives and targets over the life of the Workspace Travel Plan aimed at reducing trips to and from the Development using private car or private hire vehicles;

- measures and targets to demonstrate commitments towards meeting the Mayor's Transport Strategy targets;
- proposals for monitoring compliance with the Workspace Travel Plan and reporting to the OPDC;
- information about blue badge parking for disabled persons in the vicinity of the development; and
- mobility assistance measures from the blue badge bays to the Development to those seeking it;

"Workspace Travel Plan Monitoring Contribution" means the sum of three separate payments of £1,000 to be used by the OPDC towards the monitoring of the Workspace Travel Plan to be paid on the first, third and fifth anniversaries of the first Occupation of the Development.

- 1.2 Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Deed to any of the parties shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.

- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.10 The word “including” means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word “include” and its derivatives shall be construed accordingly.
- 1.11 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.
- 1.13 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.14 Where any consent or approval is to be given under this Deed such consent or approval shall not unreasonably withheld or delayed.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) sections 1 and 201 of the 2011 Act; and
 - (c) all other powers so enabling.
- 2.2 The OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3 NATURE OF OBLIGATIONS

- 3.1 The obligations, covenants and undertakings on the part of the Owners in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owner's interest in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling

within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

- 3.2 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the OPDC of any of its statutory powers, functions or discretions.

4 CONDITIONAL AGREEMENT

- 4.1 Save for clause 7 (legal costs), the Owner's obligations in this Deed are conditional upon:

- (a) the grant of the Planning Permission pursuant to the Planning Application; and
- (b) Commencement of the Development pursuant to the Planning Permission (unless the relevant obligation is required to be discharged prior to Commencement of the Development).

5 OBLIGATIONS OF THE OWNER

- 5.1 The Owner covenants with the OPDC to observe and perform and cause to be observed and performed the obligations and covenants on the part of the Owner contained in this Deed.

- 5.2 The Owner covenants with the OPDC not to cause or permit the Commencement of the Development on Unit 4 within the Site unless and until:

- (a) evidence of the surrender of the Tenant's Leasehold Interest has been provided to the OPDC; or
- (b) there has been completed and delivered to the OPDC without expense to the OPDC a supplemental deed under section 106 of the 1990 Act requiring the Tenant to observe and perform such provisions on the part of the Owner contained in this Deed as the OPDC may require

and the OPDC has provided written confirmation of discharge of this obligation (such discharge not to be withheld or delayed unreasonably).

6 OBLIGATIONS OF THE OPDC

- 6.1 The OPDC covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of the OPDC contained in this Deed.

7 LEGAL COSTS

- 7.1 The Owner covenants with the OPDC to pay upon completion of this Deed the OPDC's reasonable and proper legal costs incurred in respect of the preparation, negotiation and completion of this Deed.

8 OWNERSHIP

8.1 The Owner warrants and undertakes to the OPDC that:

- (a) it is the freehold owner of the Site and has full power to enter into this Deed; and
- (b) no person other than the Owner, the Tenant and Southern Electric Power Distribution plc (in respect of the leasehold interest registered under Title Number AGL38207) has any legal or equitable interest in the Site.

8.2 The Owner covenants with the OPDC to give the OPDC written notice of any change in ownership of their interests or the grant of any other interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's or other interested party's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the disposal relates.

9 NO ENCUMBRANCES

9.1 The Owner warrants and undertakes to the OPDC that the Site is free from any encumbrances which would prevent the Development from being carried out and brought into beneficial use.

9.2 The Owner covenants that they shall not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owner from encumbering or otherwise dealing with its respective interests in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Deed.

10 REGISTRATION

10.1 The Owner covenants to take reasonable endeavours to register its freehold interest in the Site at the Land Registry as soon as reasonably practicable after the completion of this Deed and, in the event of any further dispositions taking place in relation to the Site prior to such registration, to take reasonable steps to procure that any other party with an interest in the Site registers its interest at the Land Registry as soon as reasonably practicable.

10.2 As soon as reasonably practicable after the completion of this Deed (and in any event within 20 Working Days of this Deed), the Owner shall make an application to the Land Registry for entries relating to this Deed to be made in the charges register of the Title

Number referred to in Recital (B) above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide the OPDC with written notification within 20 Working Days of the application to Land Registry that such application has been made.

- 10.3 If the Owner fails to notify the OPDC that it has made the application in accordance with clause 10.1, the OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with the OPDC to do or concur in doing all things necessary or advantageous to enable the said entry to be made.
- 10.4 The Owner covenants that they shall not make any application to the Land Registry for the removal of any notice registered pursuant to clauses 10.2 or 10.3 without the prior written consent of the OPDC.
- 10.5 The OPDC shall request registration of this Deed as a Local Land Charge by the London Borough of Ealing or its respective successor in statutory function.

11 RIGHT OF ACCESS

- 11.1 PROVIDED THAT such parties observe all necessary health and safety requirements and arrive on Site at a pre-agreed time and report to the site manager and without prejudice to the OPDC's statutory rights of entry and subject to reasonable prior notice, the Owner shall permit the OPDC and its authorised employees, agents, surveyors and other representatives to enter the Site and any buildings erected thereon pursuant to the Development at all reasonable times following receipt of reasonable notice in writing for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed and the Owner shall comply with any reasonable written request made by the OPDC for documentation held by the Owner for such purposes.

12 OWNER TO NOTIFY THE OPDC

- 12.1 The Owner covenants with the OPDC to notify the OPDC in writing of:
- (a) the intended Commencement Date, at least a month prior to such intended date;
 - (b) the actual Commencement Date, within five Working Days of such actual date;
 - (c) the intended date for first Occupation of the Development, at least a month prior to such intended date; and
 - (d) the actual date of first Occupation of the Development, within five Working Days of such actual date.
- 12.2 In the event that the Owner fails to provide notification in accordance with clause 12.1, the relevant notifiable event shall be deemed by the OPDC (acting reasonably) for the

purpose of this Deed to have taken place on the earliest date that such event could have reasonably taken place.

13 NOTICES

13.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Deed shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

- (a) if delivered by hand, the next Working Day after the day of delivery; and
- (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

13.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below, or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than five Working Days' notice:

- (a) OPDC:

Director of Planning
Old Oak and Park Royal Development Corporation
PP5A
City Hall
The Queen's Walk
More London Riverside
London
SE1 2AA

and copied by email to planningapplications@opdc.london.gov.uk; or

- (b) The Owner at their address at the beginning of this Deed.

13.3 Any notice or other written communication to be given by the OPDC shall be deemed valid and effectual if on its face it is signed on behalf of the OPDC by an officer or duly authorised signatory.

14 PAYMENTS

14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to the OPDC by way of electronic transfer marked for the attention of the Head of Development Management and using reference 21/0013/OUTOPDC.

14.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

14.3 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15 NO WAIVER

No waiver (whether expressed or implied) by the OPDC of any breach or default in performing or observing any of the covenants, obligations or undertakings contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the OPDC from enforcing any covenants, obligations or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owner.

16 INTEREST ON LATE PAYMENT

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date payment is made.

17 INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be increased (as the case may be) by the percentage change in the CPI from the date of the grant of the Planning Permission until the date each payment is due (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the CPI prior to the date of the grant of the Planning Permission and prior to each payment date.

18 LIABILITY UNDER THE DEED

18.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed which occurs after they have parted with their entire interest in the Site (or their interest in that part of the Site on which the breach occurs) save for any prior breach for which they shall continue to be liable.

18.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Owner's interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owner.

- 18.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

19 DISPUTES

- 19.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a **“Dispute”**) then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 19.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 19 on the reference of any of the parties to the Dispute.
- 19.3 The Dispute shall be referred to the decision of an independent expert (the **“Expert”**) who shall be an independent person of at least ten years’ standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 19.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
 - (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
 - (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - (e) in all other cases, the President of the Law Society to nominate the Expert.
- 19.4 If the Dispute shall relate to matters falling within two or more of clauses 19.3(a) to 19.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties

are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 19.3(a) to 19.3(e) (inclusive) to act as joint Experts.

- 19.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of their own costs and those of the parties) shall be final and binding upon the parties subject to manifest error.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that they are to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that they reach their decision and communicate it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of their appointment to act and that they are to have particular regard to the 1990 Act in reaching their decision.
- 19.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) the Expert shall call for representations from all parties within ten Working Days of a reference to the Expert under this Deed and shall require the parties to exchange representations within this period;
 - (b) the Expert shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.7(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) the Expert shall provide the parties with a written decision (including reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) the Expert shall be entitled to call for such independent expert advice as the Expert shall think fit; and
 - (f) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the Expert's award.
- 19.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

20 CONTRIBUTIONS

- 20.1 The OPDC covenants that as soon as is reasonably practicable upon receipt of any Contribution under this Deed, to pay such Contribution or payment into a separately identified interest-bearing section of the OPDC's accounts (unless the parties agree otherwise) such accounts bearing the Bank of England base rate of interest from time to time on deposits.
- 20.2 The OPDC covenants with the Owner to spend the Contributions only for the purposes specified in this Deed.

21 MISCELLANEOUS PROVISIONS

- 21.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owner herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or Varied Planning Permission) granted after the date of this Deed.
- 21.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
 - (b) is quashed, revoked or (without the consent of the Owner) modified.
- 21.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.
- 21.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.
- 21.5 No variation to this Deed shall be effective unless made by deed.
- 21.6 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 21.7 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

22 GOVERNING LAW

This Deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

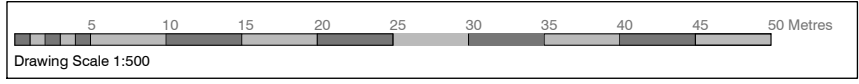
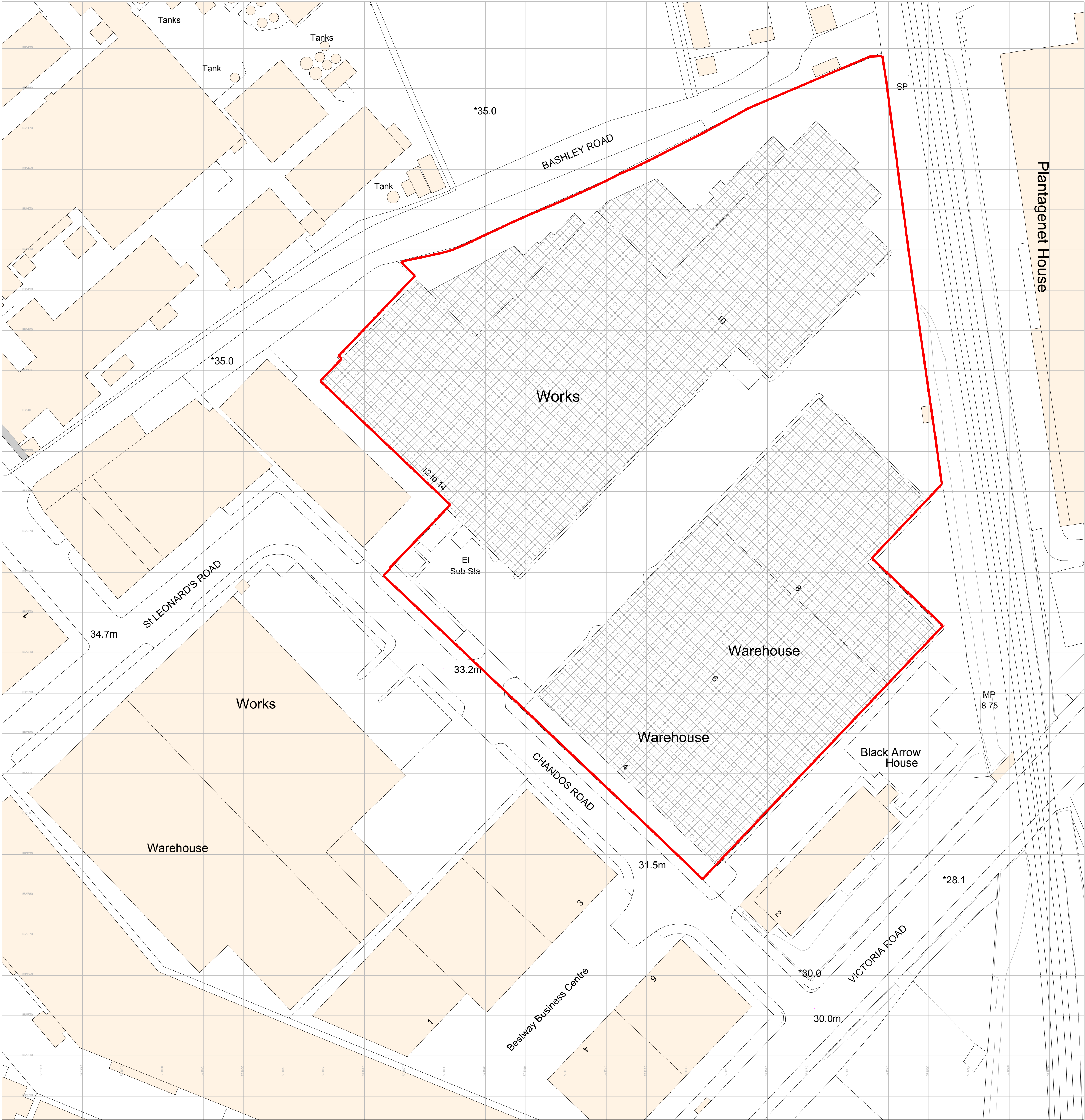
23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS whereof this Deed has been executed as a deed and delivered on the date first above written.

Schedule 1

Plan 1: Site Plan



DocuSigned by:
Nick Haselhurst
3A84ECB82D3E467...

DocuSigned by:
SK. neil
9C9847ET84B45A...

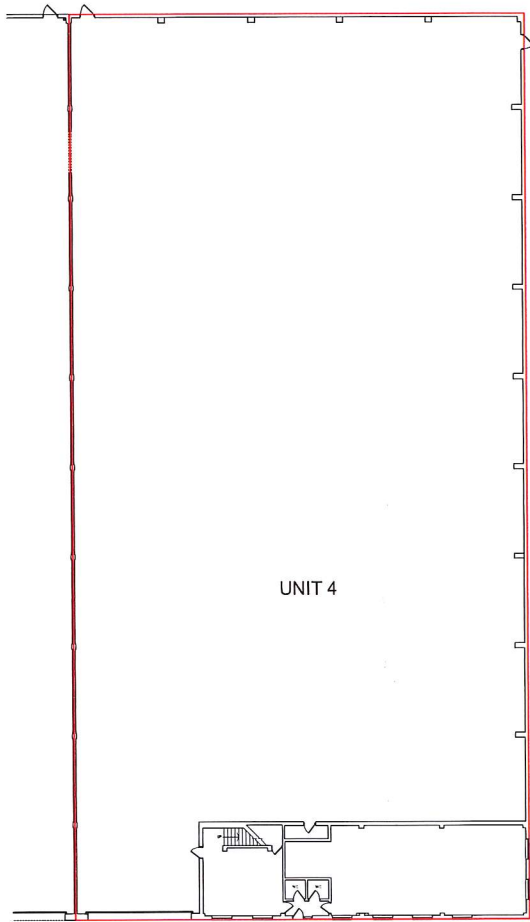
DocuSigned by:
8.0000
DC29C8CD8E34D6...

DocuSigned by:
Jashir Sandhu
AED542B63F744E6...



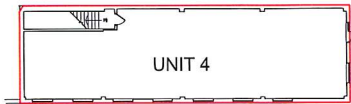
Revision	Notes	Date	Issued by	Project	Client	Title	Status	Drawing	Rev.
				Chandos Park Estate-Park Royal	COLUMBIA THREADNEEDLE	Existing Site Layout/ Site Location Plan	OUTLINE PLANNING	0477 A03-100	
				Date: 27.08.2020					
				Drawn: AN					
				Checked: NW					
				Scale: 1:500 (@ A1)					

Plan 2: the Tenant's Leasehold Interest



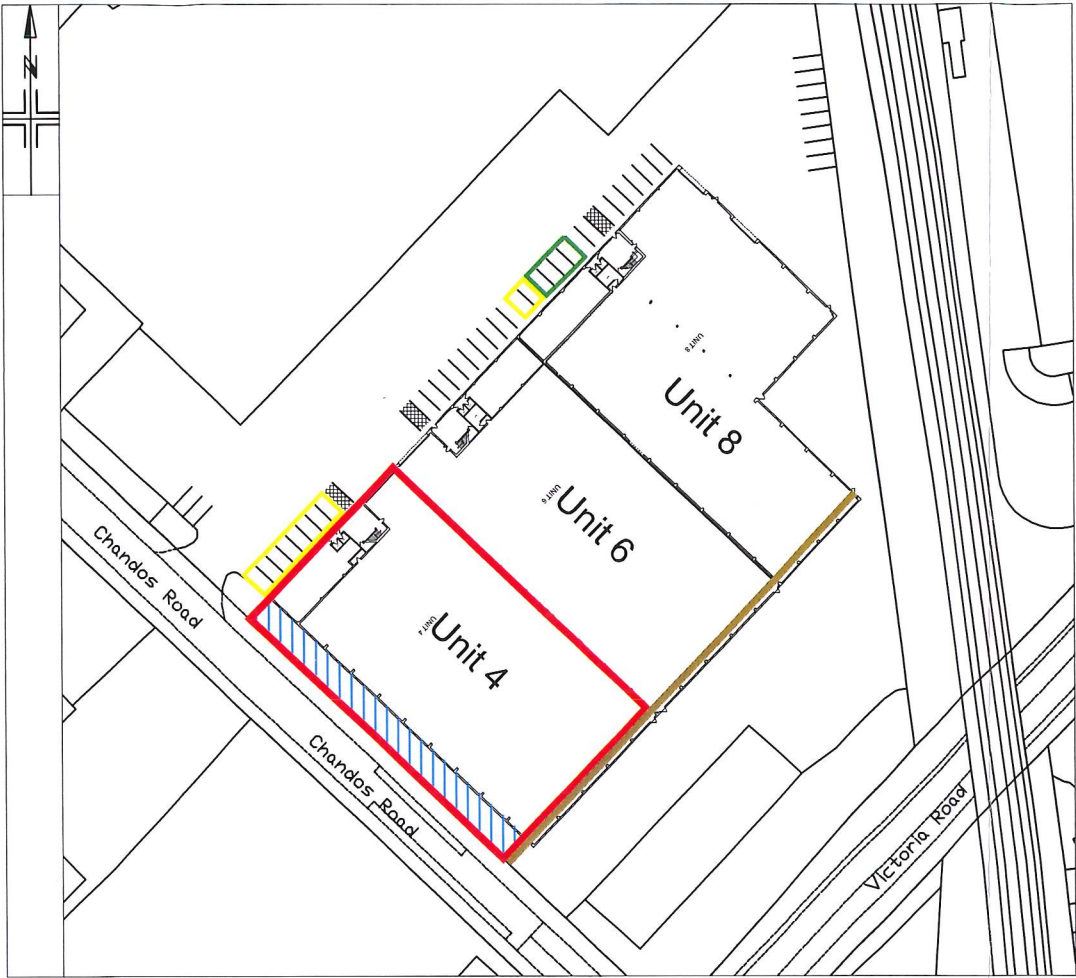
Ground Floor Plan Units 4

Scale 1:500



First Floor Plan Units 4

Scale 1:500



OS Location

Scale 1:1250

THIS DRAWING IS COPYRIGHT PROTECTED AND REMAINS THE PROPERTY OF SAVILLS (UK) LIMITED.

ALL WORK MUST COMPLY WITH THE RELEVANT AUTHORITIES REQUIREMENTS.

DIMENSIONS MUST NOT BE SCALED FROM THIS PRINT.

Notes:

revision	date	variation
REVISION	DATE	VARIATION



Savills (UK) Limited
The Exchange
19 Newhall Street
Birmingham
B3 3PJ

Tel: 0121 200 4500
Fax: 0121 200 4599
www.savills.com

CLIENT Zurich Assurance Ltd		
PROJECT Chandos Road		
ADDRESS Unit 4 Chandos Road London NW10	SCHEME NUMBER 1-16-0103	
	DRAWING NUMBER 002	
	DATE 20-01-17	
	REVISION no.	
DRAWING TITLE Lease Plan		
CAD REFERENCE ref		
SCALE Various @ (A3)	DRAWN BY TH	CHECKED BY JS

Schedule 2

Draft Planning Permission



OUTLINE PLANNING APPLICATION 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

Zurich Assurance Ltd
c/o Agent

Agent

Robin Meakins
Barton Willmore
7 Soho Square
London, W1D 3QB

Part I - Particulars of Application

Date of Application: 12-Feb-2021

Application No: 21/0013/OUTOPDC

Proposal: Outline planning permission with the details of access, appearance, landscaping, layout and scale reserved for later determination for demolition and redevelopment to comprise a data centre (Use Class B8) of up to 52,000 sqm gross external, including ancillary offices, internal plant and equipment (including flues), and substation. In addition to the above the Development may include up to 2,500 sqm of work units (Use Class E(g)(ii) & E(g)(iii), B2); car parking; provision of external plant and equipment (including flues); creation of servicing areas and provision of associated services, including waste, refuse, cycle storage, and lighting; and for the laying out of the buildings; routes and open spaces within the development; and all associated works and operations including but not limited to: demolition; earthworks; provision of attenuation infrastructure, engineering operations. Development shall be in accordance with the approved Development Parameters Schedule and Plans.

Location: Chandos Road Trading Estate, Chandos Road, Park Royal, NW10 6NF

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Old Oak and Park Royal Development Corporation hereby gives notice that **OUTLINE PLANNING PERMISSION HAS BEEN GRANTED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following condition(s):

1. Reserved Matters

Approval of the details of the appearance, layout, scale, the means of access and the landscaping of the development (hereinafter referred to as the 'Reserved Matters') shall be obtained from the Local Planning Authority in writing before any development (except demolition, ground and enabling work) is commenced. The development (or any relevant part thereof) shall be carried out only in accordance with the approved details.

Reason: The application is in outline only, and these details remain to be submitted and approved in accordance with Section 92 of the Town and Country Planning Act 1990 (as amended).

2. Phasing

No Reserved Matters application shall be approved until and unless a site wide phasing and implementation plan has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in compliance with the approved phasing and implementation plan. Any amendment to the phasing and implementation plan shall be subject to obtaining prior written approval from the Local Planning Authority.

Reason: To provide for the phasing of the development.

3. Time Limit for Submission of Reserved Matters

Application(s) for approval of the Reserved Matters in accordance with the phasing and implementation plan must be made to the Local Planning Authority not later than the expiration of three years beginning with the date of the grant of outline planning permission.

Reason: To accord with Section 92 of the Town and Country Planning Act 1990 (as amended).

4. Time Limit for Commencement of Development

The development hereby permitted shall be begun not later than the expiration of two years from the final approval of the Reserved Matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To accord with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

5. Development in Accordance with Approved Plans and Documents

The development hereby permitted shall be carried out in accordance with the following approved drawings and documents:

Site Location Plan; 0477 A03-100; Dated 27.08.2020

Development Parameters Schedule; Dated January 2021

Parameter Plan 01; 0477 A03-101 Rev. P05; Dated 16.11.2020

Parameter Plan 02; 0477 A03-102 Rev. P05; Dated 16.11.2020

Parameter Plan 03; 0477 A03-107 Rev. P04; Dated 11.11.2020

Design Code; Dated 19.04.2021

All reserved matters applications will need to confirm compliance with the above documents and plans, or compliance with any minor modification which may be first agreed in writing by the Local Planning Authority.

Reason: For the avoidance of doubt and to ensure the development accords with the outline planning permission.

6. Restrict Use Class – Data Centre

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), the Class B8 floorspace hereby permitted shall only be used as a data centre and not for any other use, including any other use within Class B8 of the Town and Country Planning (Use Classes) Order 1987 (as amended) (or any equivalent class in any order that may replace it).

Reason: Alternative uses may give rise to greater/unacceptable impacts which have not been assessed and to safeguard the amenities of neighbouring occupiers and the general locality in accordance with London Plan (2021) policy D13 'Agent of Change and OPDC Post Submission Modified draft Local Plan (2021) policy SP2 'Good Growth'.

7. Restrict Use Class – Small Business Units

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), the small business unit floorspace hereby permitted shall only be used for purposes falling within Class E(g)(ii)/E(g)(iii)/B2 and not for any other use, including any other use within Class E of the Town and Country Planning (Use Classes) Order 1987 (as amended) (or any equivalent class in any order that may replace it).

Reason: Alternative uses may give rise to greater/unacceptable impacts which have not been assessed, especially in relation to the site's presence within a Strategic Industrial Location, and to safeguard the amenities of neighbouring occupiers and the general locality in accordance with London Plan (2021) policies E4 'Land for industry, logistics and services to support London's economic function', E5 'Strategic Industrial Locations' and D13 'Agent of Change and OPDC Post Submission Modified draft Local Plan (2021) policy SP2 'Good Growth', E1 'Protecting, Strengthening & Intensifying the Strategic Industrial Location' and E3 'Supporting Small Business

Units’.

8. Air Quality Assessment

The reserved matters details submitted in connection with condition 1 (above) shall include an updated Air Quality Assessment. The assessment shall accord with the methodology in the Air Quality Assessment dated November 2020 and shall include Air Quality Neutral calculations and details of any proposed mitigation measures and shall demonstrate that the development does not result in unacceptable levels of air quality, including, but not limited to the impact on the nearby residential dwellings at the Bashley Road Gypsy and Travellers Site.

Any approved mitigation measures shall be implemented in accordance with an agreed timetable and thereafter shall be permanently maintained and retained.

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2021) policy SI 1 ‘Improving air quality’, and OPDC Post Submission Modified draft Local Plan (2021) policy EU4 ‘Air Quality’.

9. Noise Assessment

The reserved matters details submitted in connection with condition 1 (above) shall include an updated Noise Assessment. The assessment shall accord with the methodology in the Noise Assessment dated November 2020 and include details of any proposed mitigation measures and shall demonstrate that the development will not give rise to unacceptable noise impacts, including, but not limited to the impact upon the nearby residential dwellings at the Bashley Road Gypsy and Travellers Site.

Any approved mitigation measures shall be implemented in accordance with an agreed timetable and thereafter shall be permanently maintained and retained.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2021) policy D14 ‘Noise’ and OPDC Post Submission Modified draft Local Plan (2021) policy EU5 ‘Noise and Vibration’.

10. Daylight and Sunlight Assessment

The reserved matters details submitted in connection with condition 1 (above) shall include an updated daylight and sunlight assessment. The assessment shall accord with the methodology in the Daylight and Sunlight Report dated May 2021 and demonstrate that the development does not result in an unacceptable impact upon the levels of daylight and sunlight received by the adjoining Bashley Road Travellers Site.

Reason: To ensure the proposed development does not significantly adversely impact upon the residential amenity of surrounding properties in relation to daylight and sunlight, in accordance with OPDC Post Submission Modified draft Local Plan (2021) policy D5 ‘Amenity’.

11. Townscape and Visual Impact Assessment

The reserved matters details submitted in connection with condition 1 (above) shall

include an updated townscape and visual impact assessment. The assessment shall accord with the methodology in the Townscape and Visual Impact Assessment dated November 2020 and shall demonstrate that the development does not result in an unacceptable impact upon the views identified within the Townscape and Visual Impact Assessment dated November 2020.

Reason: To ensure the proposed development does not significantly adversely impact upon the residential amenity of surrounding properties and the setting of locally listed buildings, in accordance with OPDC Post Submission Modified draft Local Plan (2021) policy D5 'Amenity' and D7 'Heritage'.

12. Transport Statement

The reserved matters details submitted in connection with condition 1 (above) shall include a transport statement. The statement shall demonstrate compliance with the findings of the Transport Assessment dated November 2020 and shall include details of any measures required to ensure any unacceptable highway impacts are mitigated.

Reason: To ensure the proposed development does not give rise to unacceptable highway impacts, in accordance with OPDC Post Submission Modified draft Local Plan (2021) policy T1 'Roads and Streets' and T9 'Transport Assessments and Travel Plans'.

13. Fire Strategy

The reserved matters details submitted in connection with condition 1 (above) shall include a detailed Fire Strategy. The development shall only be carried out in accordance with the approved Fire Strategy.

Reason: To ensure the proposals meet the requirements of London Plan (2021) policy D12 in relation to fire safety.

14. Secured by Design

The reserved matters details submitted in connection with condition 1 (above) shall include details of the 'Secured by Design' measures to be incorporated in the development. The details shall demonstrate how the development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and permanently retained in accordance with the approved details.

In aiming to satisfy this condition the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). It is the policy of the Local Planning Authority to consult with the DOCOs in the discharging of community safety condition(s).

Reason: To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and Policy D11 'Safety, security and resilience to emergency' of the London Plan (2021).

15. Wind

The reserved matters details submitted in connection with condition 1 (above) shall include an assessment of all outdoor spaces within the vicinity of the development that may be affected by the wind microclimate. The assessment shall accord with the methodology in the Pedestrian Level Wind DBA dated November 2020 and must demonstrate that wind conditions are safe and comfortable according to the Lawson Comfort Criteria and shall include details of any mitigation measures and the timetable for their provision. The approved mitigation measures shall be implemented in accordance with the agreed timetable and thereafter shall be permanently maintained and retained.

Reason: To ensure the proposed development does not significantly adversely impact upon the local microclimate in accordance with OPDC Post Submission Modified draft Local Plan (2021) policy D5 'Amenity'.

16. Drainage Strategy

The reserved matters details submitted in connection with condition 1 (above) shall include an updated Drainage Strategy, prepared in consultation with the relevant authorities, including, but not limited to, the Local Lead Flood Authority, Thames Water, Ministry of Defence and the Environment Agency. Such drainage strategy shall demonstrate:

- i. it complies with the drainage hierarchy of the London Plan;
- ii. it has been prepared with reference to OPDC's Integrated Water Management Strategy;
- iii. it is designed to ensure the peak rate of surface water run-off generated during peak rainfall events up to the 1 in 100 years plus 40% climate change allowance does not exceed greenfield run-off rates;
- iv. it is designed such that storm water flows are attenuated; and
- v. it is designed without areas of permanent open water to avoid attracting large and/or flocking birds hazardous to air traffic.

The development shall only be carried out in full accordance with the approved details.

Reason: To reduce the risk of flooding and to prevent pollution of the water environment in accordance with London Plan (2021) policy SI 13 'Sustainable drainage' and OPDC Post Submission Modified draft Local Plan (2021) policy EU3 'Water'.

17. Carbon Savings

The reserved matters details submitted in connection with condition 1 (above) shall include an updated Energy Strategy which includes carbon emission saving information. This should demonstrate that the London Plan 'Be Lean' target of a minimum 15% improvement on 2013 Building regulations from energy efficiency is achieved.

The development shall only be carried out in accordance with the agreed strategy.

Reason: To accord with London Plan (2021) policy SI 2 'Minimising greenhouse gas emissions' and SI 3 'Energy infrastructure', and Policy EU9 'Minimising Carbon Emissions and Overheating' of the OPDC Post Submission Modified draft Local Plan (2021).

18. Air Source Heat Pumps

The reserved matters details submitted in connection with condition 1 (above) shall include further information on any proposed air source heat pumps. This should include the following:

- a. An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads.
- b. Details of how the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) has been calculated for the energy modelling. This should be based on a dynamic calculation of the system boundaries over the course of a year i.e. incorporating variations in source temperatures and the design sink temperatures (for space heat and hot water).
- c. The expected heat source temperature and the heat distribution system temperature with an explanation of how the difference will be minimised to ensure the system runs efficiently. The distribution loss factor should be calculated based on the above information and used for calculation purposes.
- d. Whether any additional technology is required for top up or during peak loads (e.g. hot water supply) and how this has been incorporated into the energy modelling assumptions.

Air source heat pumps shall only be incorporated in accordance with the agreed details.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2021) policies SI 2 'Minimising greenhouse gas emissions' and OPDC Post Submission Modified draft Local Plan (2021) policy EU9 'Minimising Carbon Emissions and Overheating.

19. Overheating Assessment

The reserved matters details submitted in connection with condition 1 (above) shall include an overheating assessment to demonstrate that the risks of overheating have been addressed through the design of the development. The assessment shall:

- i. be in accordance with the Mayor's cooling hierarchy;
- ii. include modelling in line with the most up to date guidance from the Greater London Authority and the Chartered Institute of Building Service Engineers; and
- iii. take account of the predicted risks of climate change.

The measures in the approved overheating assessment shall be implemented in full accordance with the approved details before the development is brought into use.

Reason: To reduce the potential for overheating in accordance with London Plan (2021) policy SI 4 'Managing heat risk' and OPDC Post Submission Modified draft Local Plan (2021) policy EU9 'Minimising Carbon Emissions and Overheating'.

20. Decentralised Energy Network

The reserved matters details submitted in connection with condition 1 (above) shall include an assessment of the development's potential to supply heat to an existing or future district heating/energy network. In the case that it is feasible to supply heat to such a network, the assessment shall include details of how the development will connect to/supply the network (including, in the event that there is no network available at the time of the assessment, safeguarding for future connection/supply).

Reason: To accord with London Plan (2021) policy SI 2 'Minimising greenhouse gas emissions' and SI 3 'Energy infrastructure', and Policy EU7 'Circular and sharing economy' and EU9 'Minimising Carbon Emissions and Overheating' of the OPDC Post Submission Modified draft Local Plan (2021).

21. Green Infrastructure Statement

The reserved matters details submitted in connection with condition 1 (above) shall include a Green Infrastructure Statement, which shall specify:

- a. The location and quantum of habitat and any urban greening in the Reserved Matters development;
- b. The type of habitats to be provided in the Reserved Matters development, with detailed planting schemes (to include native species and pollinators);
- c. Demonstration the scheme achieves a biodiversity net gain;
- d. Details of any urban greening measures, including green roofs/walls and how this targets a UGF score of 0.3;
- e. A timetable for the implementation/provision and future maintenance arrangements for the items/features specified at a)-d) above.

The development shall only be carried out (and thereafter maintained) in accordance with the approved details.

Reason: To accord with policies EU1 'Open Space' and EU2 'Urban Greening and Biodiversity' of the OPDC Post Submission Modified draft Local Plan (2021).

22. Circular Economy Statement

The reserved matters details submitted in connection with condition 1 (above) shall include a revised Circular Economy Statement for approval by the Local Planning Authority. The Statement must be produced in line with relevant GLA Guidance.

The Development shall only be carried out in accordance with the details approved.

Reason: To accord with London Plan policy 'SI 7 'Reducing waste and supporting the

circular economy', and policy EU7 'Circular and Sharing Economy' of the OPDC Post Submission Modified draft Local Plan (2021).

23. Cycle Parking

The reserved matters details submitted in connection with condition 1 (above) shall include provision for cycle parking which shall be made available for use prior to first occupation of the development (and thereafter permanently maintained/retained), at a minimum provision of 1 space per 4 full time equivalent employees. Provision must also be made for additional cycle parking provision to be brought forward (to achieve a policy compliant level of cycle parking as per the London Plan (2021) (and any subsequent revisions or updates thereto) requirements, as future demand requires.

Reason: To accord with the standards prescribed in London Plan (2021) policy T5 'Cycling' in the interests of promoting sustainable travel.

24. PRIOR TO DEMOLITION: Tree Protection Plan

Prior to demolition, enabling works or construction in any phase, a tree protection plan for that phase, shall be submitted and approved in writing by the Local Planning Authority. The tree protection plan should set out how each retained tree, including nearby street trees, will be protected during construction work. The approved tree protection plan shall be adhered to at all times during construction.

Reason: In the interests of supporting biodiversity in accordance with the London Plan (2021) policies G6 'Biodiversity and access to nature' and G7 'Trees and woodlands' and OPDC Post Submission Modified draft Local Plan (2021) policy EU2 'Urban Greening and Biodiversity'.

25. PRIOR TO DEMOLITION: Ecological Surveys

Prior to demolition, enabling works or construction in any phase, the further surveys recommended within the Ecological Impact Assessment dated 30 November 2020 shall be undertaken and details of these surveys shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the results of the surveys, a Habitats Management Plan and any further mitigation measures required. The development shall be undertaken in accordance with the mitigation measures set out within the Ecological Impact Assessment, the approved Habitats Management Plan and any further identified mitigation measures within the approved details.

Reason: In the interests of supporting biodiversity in accordance with the London Plan (2021) policy G6 'Biodiversity and access to nature' and OPDC Post Submission Modified draft Local Plan (2021) policy EU2 'Urban Greening and Biodiversity'.

26. PRIOR TO DEMOLITION: Dust Management Plan

Prior to demolition, enabling works or construction in any phase, a Dust Management Plan for that phase, shall be submitted to and approved in writing by the Local Planning Authority. The approved Dust Management Plan shall be adhered to throughout the demolition and construction phase.

Reason: To protect the amenity of nearby residents and to ensure the scheme is air quality positive and protects biodiversity and ecology in accordance with London Plan (2021) policy SI 1 'Improving air quality', and OPDC Post Submission Modified draft Local Plan (2021) policies EU4 'Air Quality', D5 'Amenity' and T8 'Construction'.

27. PRIOR TO DEMOLITION: Land Contamination

- i. No development in any phase shall commence, including any works of demolition enabling works or construction, until there has been submitted to and approved in writing by the Local Planning Authority:
 - a. a detailed scheme for remedial works and measures to be undertaken to avoid risk from contaminants and/or the presence of asbestos when the site is developed and proposals for future maintenance and monitoring. Such scheme shall include the nomination of a competent person to oversee the implementation of the works.
- ii. Unless otherwise agreed in writing pursuant to paragraph (i) above, no part of the development shall be brought into use until the remedial works and measures approved under paragraph (i) (a) above have been carried out in full and there has been submitted to the Local Planning Authority a verification report prepared by the competent person approved under the provisions of paragraph (i) above confirming that any remediation scheme required and approved under the provisions of paragraph (i) above has been implemented in full accordance with the approved details. The verification shall comprise:
 - a. as built drawings of the implemented scheme;
 - b. photographs of the remediation works in progress; and
 - c. certificates demonstrating that imported and/or material left in situ is free from contamination.
- iii. Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under paragraph (i).

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with paragraphs 178 and 179 of the NPPF and OPDC Post Submission Modified draft Local Plan (2021) policy EU13 'Land Contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

28. PRIOR TO DEMOLITION: Demolition and Environmental Management Plan

No demolition or enabling works shall commence in any phase until a detailed Demolition and Environmental Management Plan (DEMP) for that phase, has been

submitted to and approved in writing by the Local Planning Authority. The DEMP shall include, but not be limited to, the following details (where appropriate):

- i. a demolition programme including a 24-hour emergency contact number;
- ii. complaints procedures, including complaint response procedures;
- iii. measures to minimise the emission of noise and pollution during demolition;
- iv. locations for the storage of plant and materials used during demolition;
- v. details showing the siting, design and maintenance of security hoardings;
- vi. wheel washing facilities and measures to minimise emission of dust and dirt to the highway during demolition;
- vii. site lighting details;
- viii. site drainage control measures;
- ix. a scheme for recycling/disposing of waste arising from demolition;
- x. membership of the Considerate Constructors Scheme; and
- xi. ecology mitigation measures.

The development shall only be carried out in accordance with the approved DEMP.

Reason: To limit impacts on the local highway, to ensure the scheme is air quality positive, to protect biodiversity and ecology, and to protect the amenity of local residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity and safeguarding', T7 'Deliveries, servicing and construction', SI 1 'Improving air quality' and D14 'Noise', and OPDC Post Submission Modified draft Local Plan (2021) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the DLP.

29. PRIOR TO DEMOLITION: Demolition Logistics Plan

No demolition or enabling works shall commence in any phase until a detailed Demolition Logistics Plan (DLP) for that phase, has been submitted to and approved in writing by the Local Planning Authority. The DLP shall comply with the 'Old Oak and Park Royal Construction Logistics Strategy' and Transport for London's 'Construction Logistics Plan Guidance', and shall include, but not be limited to, the following details:

- i. booking systems;
- ii. consolidated or re-timed trips;
- iii. secure off-street loading and drop off facilities;
- iv. use of logistics and consolidation centres;
- v. re-use of materials on-site;
- vi. collaboration with other sites in the area;
- vii. use of rail and water for freight;
- viii. implementation of a staff travel plan;
- ix. any areas for the parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction).

The development shall only be carried out in accordance with the approved DLP.

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2021) policy T3 'Transport capacity, connectivity and safeguarding', and T7 'Deliveries, servicing and construction', and OPDC Post Submission Modified draft Local Plan (2021). The details are required prior to commencement because the demolition phase must be addressed in the DLP.

30. PRIOR TO DEMOLITION: Site Waste Management Plan

No demolition, enabling works or construction in any phase shall commence until a Site Waste Management Plan (SWMP) showing how waste and recycling from both the demolition and construction phases of the development in that phase, will be stored on site and collected have been submitted to and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

- i. source segregation of bio-waste and other recyclables;
- ii. control of odour, nuisance and air and noise pollution from waste storage and collection.

Reason: To ensure adequate provision for waste and recycling storage and to encourage higher rates of recycling in accordance with London Plan (2021) policy SI 8 'Waste capacity and net waste self-sufficiency' and OPDC Post Submission Modified draft Local Plan (2021) policy EU6 'Waste'. The details are required prior to commencement because the demolition phase must be addressed in the SWMP.

31. PRIOR TO CONSTRUCTION: Construction and Environmental Management Plan

No development (excluding demolition and enabling works) in any phase shall commence until a detailed Construction and Environmental Management Plan (CEMP) for that phase, has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include, but not be limited to, the following details (where appropriate):

- i. a construction programme including a 24-hour emergency contact number;
- ii. complaints procedures, including complaint response procedures;
- iii. measures to minimise the emission of noise and pollution during construction;
- iv. locations for the storage of plant and materials used in constructing the development;
- v. details showing the siting, design and maintenance of security hoardings;
- vi. wheel washing facilities and measures to minimise emission of dust and dirt to the highway during construction;
- vii. site lighting details;
- viii. site drainage control measures;
- ix. a scheme for recycling/disposing of waste resulting from construction works;
- x. membership of the Considerate Constructors Scheme; and
- xi. ecology mitigation measures.

The development shall only be carried out in accordance with the approved CEMP.

Reason: To limit impacts on the local highway, to ensure the scheme is air quality positive, to protect biodiversity and ecology, and to protect the amenity of local

residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity and safeguarding', T7 'Deliveries, servicing and construction', SI 1 'Improving air quality' and D14 'Noise', and OPDC Post Submission Modified draft Local Plan (2021) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'.

32. PRIOR TO CONSTRUCTION: Construction Logistics Plan

No development (excluding demolition and enabling works) in any phase shall commence until a detailed Construction Logistics Plan (CLP) for that phase, has been submitted to and approved in writing by the Local Planning Authority. The CLP shall comply with the 'Old Oak and Park Royal Construction Logistics Strategy' and Transport for London's 'Construction Logistics Plan Guidance', and shall include, but not be limited to, the following details:

- i. booking systems;
- ii. consolidated or re-timed trips;
- iii. secure off-street loading and drop off facilities;
- iv. use of logistics and consolidation centres;
- v. re-use of materials on-site;
- vi. collaboration with other sites in the area;
- vii. use of rail and water for freight;
- viii. implementation of a staff travel plan;
- ix. any areas for the parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction).

The development shall only be carried out in accordance with the approved CLP.

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2021) policy T3 'Transport capacity, connectivity and safeguarding', and T7 'Deliveries, servicing and construction', and OPDC Post Submission Modified draft Local Plan (2021).

33. PRIOR TO CONSTRUCTION: Power Use and Water Use

No development (excluding demolition and enabling works) in any phase shall take place until a statement setting out how the development will minimise unregulated demands and operational water consumption has been submitted to and approved in writing by the Local Planning Authority. The statement shall demonstrate that the development, once fully occupied, shall achieve an annualised PUE of 1.3 as a minimum (i.e. the PUE level shall not exceed 1.3). For WUE levels, the applicant should report on how this has been addressed and what they are seeking to achieve, with an expectation that they will seek to achieve best practice. The development shall only be carried out in accordance with the agreed statement.

Reason: To accord with London Plan (2021) policy SI2 'Minimising greenhouse gas emissions' and OPDC Post Submission Modified draft Local Plan (2021) policy EU3 'Water'.

34. PRIOR TO CONSTRUCTION: External Equipment

Full details of any external equipment to be installed on the building(s) including window cleaning equipment and mechanical plant shall be submitted to and approved in writing by the Local Planning Authority. The installation of external equipment shall not be commenced until the details have been approved in writing by the Local Planning Authority. The equipment shall only be installed in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) policy D4 'Delivering good design' and OPDC Post Submission Modified draft Local Plan (2021) policy D3 'Well-Designed Buildings'.

35. PRIOR TO CONSTRUCTION: Landscaping and Public Realm

Prior to above ground works, a detailed landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of:

- i. all hard landscaping materials;
- ii. street furniture;
- iii. a planting schedule showing the number, size, species and location of trees and shrubs;
- iv. biodiversity enhancements (any enhancements should be designed without areas of permanent open water to avoid attracting large and/or flocking birds hazardous to air traffic);
- v. existing and proposed site levels;
- vi. a programme for the planting of soft-landscaping; and
- vii. a landscaping management and maintenance plan.

The landscaping scheme shall be implemented in full accordance with the approved scheme. The approved landscaping scheme shall be managed and maintained in accordance with the approved maintenance and management plan. Any plants or trees which, within a period of five years from the date they are first planted, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2021) policies G6 'Biodiversity and access to nature', G5 'Urban greening', and D8 'Public realm', and OPDC Post Submission Modified draft Local Plan (2021) policies D1 'Public realm' and EU2 'Urban Greening and Biodiversity'.

36. PRIOR TO CONSTRUCTION: PV Panels

No above ground works shall be commenced until an assessment to demonstrate that the use of PV panels in the development has been maximised has been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

Reason: To accord with London Plan (2021) policy SI 2 'Minimising greenhouse gas

emissions', and Policy EU9 'Minimising Carbon Emissions and Overheating' of the OPDC Post Submission Modified draft Local Plan (2021).

37. PRIOR TO CONSTRUCTION: BREEAM Assessment

No above ground works shall commence until a BREEAM review report with a target of achieving an "Excellent" rating has been submitted to and approved in writing by the Local Planning Authority. Following this, within three months of the date of first occupation of the development, a BREEAM Certificate confirming the scheme has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) policy SI 2 'Minimising greenhouse gas emissions' and OPDC Post Submission Modified draft Local Plan (2021) Policy EU9 'Minimising Carbon Emissions and Overheating'.

38. PRIOR TO CONSTRUCTION: Fixed Plant Noise

Prior to the installation of any fixed plant, a technical report covering details of fixed plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall be submitted following the calculation methodology under BS 4142 and will be undertaken with reference to fixed plant rating noise limits set out in Table 6.2 of the Noise and Vibration Impact Assessment dated November 2020. Fixed plant shall thereafter only be installed and used in accordance with the approved details.

Reason: To minimise the risk of noise or vibration disturbance for local residents and other sensitive land uses in accordance with London Plan (2021) policy D14 'Noise' and OPDC Post Submission Modified draft Local Plan (2021) policy EU5 'Noise and Vibration'.

39. PRIOR TO CONSTRUCTION: Materials

Full details (including samples, where requested by the Local Planning Authority) of the materials to be used on all external surfaces of the development (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. Only such materials as have been approved pursuant to this condition shall be used in the development.

Reason: To ensure that the appearance of the development is suitable and it contributes to the character and appearance of the area in accordance with London Plan (2021) policy D4 'Delivering good design' and OPDC Post Submission Modified draft Local Plan (2021) policy D3 'Well Designed Buildings'.

40. PRIOR TO USE: Site Waste Management Plan

No part of the development shall be brought into use in any phase until details of a Site Waste Management Plan (SWMP) showing how waste and recycling during operation of that phase will be stored on site and collected have been submitted to

and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

- i. source segregation of bio-waste and other recyclables;
- ii. control of odour, nuisance and air and noise pollution from waste storage and collection.

No part of the development shall be brought into use until the waste and recycling storage has been provided in full accordance with the approved details. The waste and recycling storage shall thereafter be made available at all times to everyone using the development and shall not be used for any other purpose.

Reason: To ensure adequate provision for waste and recycling storage and to encourage higher rates of recycling in accordance with London Plan (2021) policy SI 8 'Waste capacity and net waste self-sufficiency' and OPDC Post Submission Modified draft Local Plan (2021) policy EU6 'Waste'. The details are required prior to commencement because the demolition phase must be addressed in the SWMP.

41. PRIOR TO USE: Car Parking/Blue Badge/EVCP

No part of the development shall be brought into use until details of on-site car parking, including a Car Parking Management Plan (CPMP); provision for dedicated blue badge parking, and electric vehicle charging points (EVCP) have been submitted to and approved in writing by the Local Planning Authority. The car parking, blue badge car parking spaces and EVCP shall be completed and made available for use in full accordance with the approved details before any of the development is brought into use. The car parking spaces, including blue badge car parking spaces, shall be retained thereafter and managed in accordance with the agreed CPMP. The EVCP shall be maintained in full working order.

Reason: To ensure that adequate levels of car parking are provided to meet the demand from the development, including accessibility requirements, and to encourage the use of less polluting vehicles in accordance with London Plan (2021) policy T6 'Car parking' and OPDC Post Submission Modified draft Local Plan (2021) policy T4 'Parking'.

42. PRIOR TO USE: Cycle Storage and Facilities

Prior to first occupation of the development hereby permitted, details of secure cycle storage (compliant with the London Cycling Design Standards) and on-site changing facilities and showers shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the approved storage and changing facilities have been provided in accordance with the agreed details. The cycle storage and changing facilities shall thereafter be made available at all times and shall not be used for any other purpose.

Reason: To ensure adequate provision of cycle parking and facilities in the interests of supporting sustainable modes of transport in accordance with London Plan (2021) policy T5 'Cycling' and OPDC Post Submission Modified draft Local Plan (2021)

policy T3 'Cycling'.

43. PRIOR TO USE: Delivery and Servicing Plan

No part of the development shall be brought into use until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The Delivery and Servicing Plan shall include, but not be limited to, the following details:

- i. details of deliveries to the site, including the size and type of vehicles and when they will access the site;
- ii. measures to reduce vehicle movements;
- iii. the routing of delivery/servicing vehicles including swept-path analysis; and
- iv. dedicated areas for the loading/unloading of vehicles.

The approved Delivery and Servicing Plan shall be adhered to at all times.

Reason: To limit impacts on the local highway and to protect the amenity of neighbouring residents in accordance with London Plan (2021) policy T7 'Deliveries, servicing and construction', and OPDC Post Submission Modified draft Local Plan (2021) policy T7 'Freight, Servicing and Deliveries'.

44. PRIOR TO USE: External Lighting Scheme

No part of the development shall be brought into use until full details of any proposed external lighting (the External Lighting Scheme) has been submitted to and approved in writing by the Local Planning Authority.

Each External Lighting Scheme shall include details of the appearance and technical details/specifications, intensity, orientation and screening of lamps, siting, the means of construction and laying of cabling, and the timing of installation. The External Lighting Scheme shall be constructed and / or installed prior to occupation of the relevant building and shall be retained and maintained for so long as the building shall exist.

Reason: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution on the highway network, adjoining neighbours and nature habitats in line with London Plan (2021) policy D8 'Public Realm', policy G6 'Biodiversity and access to nature' and OPDC Post Submission Modified draft Local Plan (2021) policy D1 'Public Realm' and policy D3 'Well-designed buildings'.

45. PRIOR TO USE: Water Efficiency

The development shall ensure that mains water consumption achieves at least the BREEAM 'Excellent' standard for the 'Wat 01' water category or equivalent. The water efficiency measures proposed in the Sustainability Statement dated December 2020 (water efficient fittings, water monitoring, and a leak detection system) shall all be installed prior to the occupation of the development and maintained for the lifetime of the development.

Reason: To ensure the development delivers appropriate levels of water efficiency in accordance with London Plan (2021) policy SI 5 'Water infrastructure' and OPDC Post Submission Modified draft Local Plan (2021) policy EU3 'Water'.

46. COMPLIANCE: Non-Road Mobile Machinery

No Non-Road Mobile Machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development, in accordance with London Plan (2021) policy SI 1 'Air quality' and OPDC Post Submission Modified draft Local Plan (2021) policies EU4 'Air Quality' and T8 'Construction'.

47. COMPLIANCE: Demolition and Construction Noise Levels

Noise levels at any occupied residential or non-residential property due to construction and demolition activities pursuant to the Development shall not exceed 65 dB LAeq,10h measured at 1m from the façade of the nearest occupied property, during the hours from 08:00 to 18.00 Monday-Friday, 75dB LAeq,5h during the hours from 08:00 to 13:00 on Saturday except with the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To minimise the risk of noise or vibration disturbance for nearby occupants in accordance with London Plan (2021) policy D14 'Noise' and OPDC Post Submission Modified draft Local Plan (2021) policy EU5 'Noise and Vibration'.

48. COMPLIANCE: Demolition and Construction Hours

Demolition and construction work which can be heard at the boundary of the site shall only be carried out:

- between 08.00 and 18.00 Monday to Friday;
- between 08.00 and 13.00 on Saturday; and
- not at all on Sundays, bank holidays and public holidays.

Unless the prior consent of the local authority is obtained under Section 61 of the Control of Pollution Act 1974.

Reason: To minimise the risk of noise or vibration disturbance for nearby occupants in accordance with London Plan (2021) policy D14 'Noise' and OPDC Post Submission Modified draft Local Plan (2021) policy EU5 'Noise and Vibration'.

49. PRIOR TO OPERATION: Diesel Generators

Prior to the operation of any diesel generator on-site, a Diesel Generator Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Diesel Generator Strategy shall include:

- A commitment that the diesel generators shall only operate in the event of a power outage to maintain critical operations of the facility or for necessary maintenance and testing;
- Monitoring and management arrangements of the diesel generators; and
- A mitigation strategy in the event that the generators are required to be used for over 48 hours per year.

The diesel generators shall only be used in accordance with the approved Diesel Generator Strategy.

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2021) policy SI 1 'Improving air quality', and OPDC Post Submission Modified draft Local Plan (2021) policy EU4 'Air Quality'.

50. PRIOR TO OPERATION: Small Business Units Floorspace

Prior to the operation of the data centre building, a minimum floorspace of 1,500sqm GEA for small business units shall be completed and fitted out to an agreed specification.

Reason: In the interests of supporting small businesses within the area in accordance with London Plan (2021) policies E4 'Land for industry, logistics and services to support London's economic function', E5 'Strategic Industrial Locations' and OPDC Post Submission Modified draft Local Plan (2021) policy E1 'Protecting, Strengthening & Intensifying the Strategic Industrial Location' and E3 'Supporting Small Business Units'.

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 OPDC 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 planning application:

OPDC, as the local planning authority, has worked with the applicant in a positive and proactive manner by offering a full pre-application service to ensure that the applicant had the opportunity to submit an application that was likely to be considered favourably. In addition, the local planning authority provided guidance on how outstanding planning matters could be addressed prior to determination of the application. The application complies with relevant national, regional and local planning policy and OPDC has decided to grant planning permission accordingly.

Dated this:

Claire O'Brien

Head of Planning – Development Management
Old Oak and Park Royal Development Corporation

DRAFT

Old Oak and Park Royal Development Corporation
TOWN AND COUNTRY PLANNING ACT 1990
Statement of Applicant's Rights

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.
- * If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice or within 12 weeks in the case of a householder¹ appeal.
- * Appeals must be made using the correct form, which is available from the Planning Inspectorate (a copy of which must be sent to Old Oak and Park Royal Development Corporation), or can be completed 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.planningportal.gov.uk/pcs. 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 the Secretary of State will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.
- * The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any Development Order and to any directions given under a Development Order.

¹ For the purposes of an appeal, a householder development is development in the boundary of, or to an existing dwellinghouse for purposes incidental to the enjoyment of the dwellinghouse, that does not involve change of use or a change to the number of dwellings.
Please note, this does not include development in the boundary of, or to an existing flat or maisonette.

- * 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 the Secretary of State.

Purchase Notices

- 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 the owner can neither put the land to a reasonably beneficial use in its existing state, nor render the land capable of a reasonably beneficial use, either 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/her interest in the land, in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 (as amended).

Schedule 3

Monitoring Contribution

1 MONITORING CONTRIBUTION

1.1 The Owner shall:

- (a) pay the Monitoring Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development until the Monitoring Contribution has been paid in full to the OPDC.

Schedule 4

Public Realm, Highways and Transport

1 PUBLIC REALM, HIGHWAYS AND TRANSPORT CONTRIBUTION

1.1 The Owner shall:

- (a) pay the Public Realm, Highways and Transport Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence or permit or suffer Commencement of the Development until the Public Realm Contribution has been paid in full to the OPDC.

1.2 OPDC covenants with the Owner to use the Public Realm, Highways and Transport Contribution towards Healthy Street Projects to encourage walking and cycling, improvements to the public realm along Chandos Road and Bashley Road and improvements to open space, amenity space and the Bashley Road Travellers Site within 1km radius of the Site.

2 WORKSPACE TRAVEL PLAN

2.1 The Owner shall:

- (a) submit a Workspace Travel Plan to the OPDC for approval three months prior to the first Occupation of the Development;
- (b) not Occupy or permit or suffer Occupation of the Development until the OPDC has provided its written approval of the Workspace Travel Plan; and
- (c) thereafter implement, comply with and procure compliance with the approved Workspace Travel Plan for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the Owner and the OPDC.

2.2 The Owner shall pay the Workspace Travel Plan Monitoring Fee prior on the first, third and fifth anniversaries of the first Occupation of the Development.

2.3 The Owner shall review the operation of the Workspace Travel Plan within the calendar month preceding the first, third and fifth anniversaries of the first Occupation of the Development and shall submit a written report to the OPDC within 10 Working Days of completion of the review setting out on the first, third and fifth anniversaries of the first Occupation of the Development the findings of the review including the extent to which the objectives and targets set out within the Workspace Travel Plan are being achieved and any proposals for improving the operation of the Workspace Travel Plan.

- 2.4 Following submission of a review of the Workspace Travel Plan, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Workspace Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

Schedule 5

Energy and Sustainability

1 DECENTRALISED ENERGY NETWORK

- 1.1 The Owner covenants with the OPDC that the Development is designed and constructed so that it is capable of being connected to or not prejudice the future connection to a District Heating Network or District Cooling Network prior to Commencement of the Development and such provision shall include but not be limited to the construction of the following:
- (a) a single connection point to enable the Development to be connected to a District Heating Network or District Cooling Network in a location to be approved in writing by the OPDC;
 - (b) a network connection with inclusion of space for variable speed pumps, optimised route, temperatures, diameters and insulation thickness, control valve to provide variable flow temperature, insulating pipework;
 - (c) building connections including two-port control valves, peak flow to be limited, heat exchanger sized for low return temperatures, heat meters, temperature-controlled bypasses, service entry routes, access and any other space necessary for the purpose of connecting to a District Heating Network or District Cooling Network; and
 - (d) building systems including provision of insulating primary and secondary network for the provision of cooling or waste heat, two-port control valves, meters, and other technology required that are or will be available to facilitate connection to a District Heating Network or District Cooling Network.
- 1.2 From the date of the Planning Permission the Owner shall work with OPDC and support its consultants to explore the feasibility and deliverability of a District Heating Network and/or District Cooling Network to serve the Development.
- 1.3 In the event that a District Heating Network or District Cooling Network becomes available in the vicinity, the OPDC will notify the Owner in writing of this. The Owner covenants with the OPDC that it will use Best Endeavours to connect the Development to a District Heating Network or District Cooling Network if one becomes available. The Owner shall inform the OPDC in writing of the connection date and for the avoidance of doubt the OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network or District Cooling Network.

2 CARBON OFFSET CONTRIBUTION

2.1 The Owner shall:

- (a) provide an updated energy report including the CO2 Audit to the OPDC with the submission of any Reserved Matters;
- (b) provide an updated energy report including the CO2 Audit to the OPDC with an assessment of the completed development prior to first Occupation of the Development;
- (c) if the updated energy report identifies that the zero carbon target cannot be fully achieved on-site, to pay the Carbon Offset Contribution to the OPDC prior to first Occupation of the Development to make up the shortfall; and
- (d) not Occupy or permit or suffer Occupation of the Development until the Carbon Offset Contribution has been paid in full to the OPDC if the updated energy report identifies that the zero carbon target cannot be fully achieved on-site in the completed development.

3 BE SEEN REQUIREMENTS

- 3.1 Within 8 weeks of the grant of the Planning Permission, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it), for the consented development. This should be submitted to the GLA's Energy Monitoring Portal in accordance with the 'Be seen' energy monitoring guidance.
- 3.2 Prior to the Occupation of the Development, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each part of the Development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. The Owner must also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it).
- 3.3 Upon completion of the first year of Occupation and for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators for each part of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it). All data and

supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for at least five years.

- 3.4 In the event that the 'In-use stage' evidence submitted under paragraph 3.3 of this Schedule shows that the 'As-built stage' performance estimates derived from paragraph 3.2 of this Schedule have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal. An action plan shall be submitted to the GLA for approval in writing, identifying mitigation measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

4 GREEN INFRASTRUCTURE MANAGEMENT PLAN

- 4.1 The Owner covenants with the OPDC to submit prior to the Occupation of the Development to the OPDC for its written approval the Green Infrastructure Management Plan.
- 4.2 The Owner shall ensure compliance with the approved Green Infrastructure Management Plan throughout the Occupation of the Development.

Schedule 6

Training and Skills

1 TRAINING AND SKILLS CONTRIBUTION

1.1 The Owner shall:

- (a) notify the OPDC of all the details required to calculate the Training and Skills Contribution for each Phase prior to Commencement of Development in that Phase in order for the OPDC to calculate the level of contribution in accordance with the formula in Appendix 1;
- (b) pay 50% of the Training and Skills Contribution for that Phase to the OPDC prior to Commencement of the Development in that Phase; and
- (c) not Commence the Development in the Phase until 50% of the Training and Skills Contribution for that Phase has been paid in full to the OPDC.
- (d) pay the remaining 50% of the Training and Skills Contribution for that Phase to the OPDC prior to Occupation of that Phase; and
- (e) not Occupy the Development in that Phase until the remaining 50% of the Training and Skills Contribution for that Phase has been paid in full to the OPDC.

1.2 The OPDC covenants with the Owner and the Tenant to use the Training and Skills Contribution towards training and skills and business development/economic activity in the Park Royal Area.

2 LOCAL EMPLOYMENT

2.1 The Owner covenants with the OPDC to submit prior to the Commencement of each Phase of the Development to the OPDC for its written approval the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) for that Phase which sets out

- (a) the number of apprenticeships to be provided calculated on the basis of 1 apprentice per £3 million build cost;
- (b) the number of paid work placements (at a salary not less than London Living Wage) to be provided calculated on the basis of 1 placement per 1,000sqm of gross internal floorspace;
- (c) the number of unpaid work placements to be provided calculated on the basis of 1 placement per 1,000sqm of gross internal floorspace.

-
- 2.2 The Owner shall and shall require that their contractors (in respect of construction vacancies and jobs) shall:
- (a) ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) for each Phase throughout the construction of that Phase of the Development;
 - (b) ensure the recruitment of Local Residents account for at least fifteen per cent (15%) of the construction jobs arising from the Development during each Phase of the Construction Period;
 - (c) ensure that during each Phase of the Construction Period the requisite number of construction apprenticeships at a minimum of NVQ level 2 are available at the Development where each apprenticeship shall be for a period of not less than 52 weeks and at a salary not less than London Living Wage; and
 - (d) provide opportunities for local Park Royal businesses and/or businesses within Brent, Ealing and Hammersmith and Fulham to bid/tender for sub-contracting opportunities and the supply of goods and services during each Phase of the Construction Period and for a minimum of 10% of build cost to be paid to these businesses during each Phase of the Construction Period.
- 2.3 Prior to first Occupation of each Phase of the Development, and thereafter on first Occupation of that Phase of the Development:
- (a) to verify to the OPDC the amount of Local Residents employed in construction of that Phase of the Development;
 - (b) to provide proof of construction apprentices, paid and unpaid placements, their NVQ levels and salary paid; and
 - (c) to provide a list of opportunities which have been tendered to local businesses and details of the local businesses sub-contacted or who have provided goods and services during that Phase of the Construction Period and the percentage of build costs paid to these businesses.
- 2.4 The Owner covenants with the OPDC to submit prior to the Occupation of each Phase of the Development to the OPDC for its written approval the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for that Phase.
- 2.5 The Owner covenants with the OPDC that prior to first Occupation of each Phase the Development to use reasonable endeavours to ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for that Phase throughout the Occupation of that Phase of the Development.

- 2.6 For the purposes of this Part 2 of Schedule 6 only, the definition of Exempted Works does not include demolition works.

Schedule 7

Affordable Workspace

AFFORDABLE WORKSPACE SPECIFICATION

- 1.1 The Owner shall:
- (a) prior to Commencement of the development of any part of the Commercial Floorspace within the Development submit to the OPDC for approval the Affordable Workspace Specification for the Development; and
 - (b) not to Commence the development of any part of the Commercial Floorspace within the Development until the Affordable Workspace Specification has been submitted to the OPDC and approved in writing.

2 CONSTRUCTION OF AFFORDABLE WORKSPACE

- 2.1 The Owner shall:
- (a) prior to Occupation of a Building in which Affordable Workspace is to be provided (as set out in the approved Affordable Workspace Specification), construct at its own expense and Practically Complete to shell and core with service heads the Affordable Workspace in that Building in accordance with the approved Affordable Workspace Specification in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the OPDC; and
 - (b) not Occupy a Building in which Affordable Workspace is to be provided until the Affordable Workspace in that Building has been constructed and Practically Completed to shell and core with service heads in line with the approved Affordable Workspace Specification.

3 AFFORDABLE WORKSPACE STRATEGY AND MANAGEMENT PLAN

- 3.1 The Owner shall:
- (a) prior to first Occupation of any part of the Development submit to the OPDC for approval the Affordable Workspace Strategy and Management Plan for the Development;
 - (b) not Occupy any part of the Development until the Affordable Workspace Strategy and Management Plan has been submitted to the OPDC and approved in writing; and

- (c) thereafter implement and comply at all times with the approved Affordable Workspace Strategy and Management Plan (subject to such amendments as may be approved by the OPDC in writing from time to time).

4 LOCAL OPEN MARKET RENT

4.1 The Local Open Market Rent shall be determined as follows:

- (a) the Owner and the OPDC will agree on a named Valuer to provide a full written assessment of the Local Open Market Rent for the Affordable Workspace (as at the anticipated date that it will be available for first Occupation) and the conclusions in the assessment will be clearly supported by comparable evidence;
- (b) the assessment produced by the Valuer shall be submitted to the Owner and the OPDC for consideration and further comment, such comments to be provided within ten Working Days of receipt of the assessment produced by the Valuer; and
- (c) the Valuer will thereafter issue his or her final assessment having considered any further comments made and the figure in the final assessment shall be deemed to be the Local Open Market Rent unless the Owner or the OPDC refer the matter to an Expert within ten Working Days of receipt of the Valuer's final assessment.

Appendix 1 – Training and Skills Contribution Formula

The Training and Skills Contribution will be calculated based on the floorspace (GIA), build cost, and job numbers of the development that comes forward at reserved matters stage and the below formulas:

- No. of apprenticeships x £3,500 (cost of supporting local resident into employment, based on the Learning & Work and the National Audit Office data);
- No. of paid placements x £3,500 (cost of supporting local resident into employment, based on the Learning & Work and the National Audit Office data);
- No. of un-paid placements x £3,500 (cost of supporting local resident into employment, based on the Learning & Work and the National Audit Office data);
- End user jobs x unemployment % as an average across the three boroughs (currently 10%) x £3,500 (cost of supporting local resident into employment, based on the Learning & Work and the National Audit Office data).

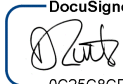
The number of apprenticeships will be calculated based on 1 apprentice per £3 million build cost.

The number of paid work placements will be calculated based on 1 placement per 1,000sqm GIA of floorspace.

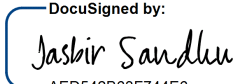
The number of unpaid work placements will be calculated based on 1 placement per 1,000sqm GIA of floorspace.

Executed and delivered for and on behalf of)
)

**OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION** by:

Authorised Signatory: 
Name (BLOCK): David Lunts

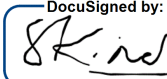
Position: Chief Executive Officer

Authorised Signatory: 
Name (BLOCK): Jasbir Sandhu

Position: Chief Finance Officer

Executed as a deed by Nick Haslehurst)
duly authorised for and on behalf of)
VDC LHR11 LIMITED, in the)
presence of: Stephen Kinch


3A84ECB82D3E467...

Signature of Witness: 
5C5647E194B445A...

Name of Witness: Stephen Kinch

Address of Witness: Townsend Farmhouse, Littleton Drew, Wilts SN14 7NA

Occupation of Witness: Accountant