

## SECTION 106 AGREEMENT

Under section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to land at Frogmore Industrial Estate, Acton Lane, Park Royal

OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION (1)

AND

REASSURE LIMITED (2)

*Dated the 12<sup>th</sup> October 2022*

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THIS DEED is made on 12<sup>th</sup> October.

2022

**BETWEEN:**

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0FJ (the "**OPDC**");
- and
- (2) **REASSURE LIMITED** (Company Number 00754167) of Windsor House, Telford Centre, Telford Shropshire, TF3 4NB ("**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) The Owner is the registered owner of the freehold interest in the Site with title absolute under title number NGL283637. The Owner enters into this Deed in its capacity as freehold owner.
- (C) The Planning Application has been submitted to the OPDC.
- (D) At a meeting of its Planning Committee on 7 July 2022, the OPDC resolved to approve the Planning Permission 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**" means the Town and Country Planning Act 1990;

"**2011 Act**" means 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

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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 Operator"** means an operator who can demonstrate via its constitution, accreditation or previous rents offered that its purpose is to provide space which is affordable to end users. The operator should also be able to provide evidence and targets for how it provides affordable space for one or more of the following: specific sectors that have social or cultural value; disadvantaged groups of any sector; delivery of education outcomes; and low turnover and early-stage businesses;

**"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
- (c) 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, including confirmation of the Affordable Workspace Operator and evidence to show they meet the definition of an Affordable Workspace Operator;
- (b) details of how the Affordable Workspace will be marketed to potential tenants, including community engagement and provision for local needs;
- (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:

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- (i) unless otherwise agreed with OPDC, annual rent set at a maximum of 20 (twenty) per cent of the Local Open Market Rent in the London Borough of Ealing 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) fit out of the Affordable Workspace and how that meets end user needs;
  - (f) details of how tenants of the Affordable Workspace will be supported during their occupation of the Affordable Workspace;
  - (g) details of annual reporting (businesses occupying space, when it was occupied, annual rent, discount, service charge, social value outputs) and review mechanisms;

**"Air Quality Monitoring Contribution"** means the sum of £36,000 (thirty-six thousand) to be used by OPDC for the delivery of air quality monitoring technology, collection and analysis of air quality data, and on-going maintenance of the equipment;

**"Best Endeavours"** means that the obligor shall take all commercially prudent 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;

**"Borough"** means the London Borough of Ealing;

**"Building"** means an individual building or facility forming part of the Development;

**"Carbon Offset Contribution"** means the sum of £2,850 (two thousand eight-hundred and fifty) 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 OPDC;

**"CIL Regulations"** means the Community Infrastructure Levy Regulations 2010, as amended from time to time;

**"CO2 Audit"** means a review of the carbon emissions associated with 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**", "**Commences**" and "**Commence**" 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(a/b), 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;

"**Defects Liability Period**" means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;

"**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 2.1 of Schedule 6 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 and Open Space Strategy and Management Plan (GIOSMP)**" means a plan for the management of on-site green infrastructure as envisaged by Policy

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SP8 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it);

**"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);

**"Healthy Streets and Public Realm Contribution"** means the sum of £582,690 (five hundred and eighty-two thousand six hundred and ninety) to be used by OPDC towards Healthy Streets Projects and improvements to the public realm within a 1km radius of the Site;

**"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 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 Labour, Skills and Employment Strategy and Management Plan (Construction Phase)"** means a management plan to be submitted to OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owner and its 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 of the Development to be submitted to OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owner and its tenants will work with the OPDC the



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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 Open Market Rent"** means the market rent for comparable workspace in the London Borough of Ealing 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 £11.05 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 Owner or any contractor or other occupier for the purposes of security, construction, fitting out, decoration, marketing or display and **"Occupy"** and **"Occupier"** shall be construed accordingly;

**"Phase"** means phase of the Development as defined by the site wide phasing and implementation plan to be submitted and approved under Condition 2 of the Planning Permission;

**"Plan"** means the plan showing the Site attached to this Deed at Schedule 1 with Drawing Number 0490-A02-100 P01 entitled "Existing Buildings Site Layout";

**"Planning Application"** means the application for outline planning permission for the Development submitted to the OPDC and allocated reference number 21/0182/OUTOPDC details of which are demolition and redevelopment to comprise a data centre (Use Class B8) of up to 35,000 sqm gross external, including ancillary offices, internal plant and equipment (including flues) and substation, and in addition up to 1,000sqm of work units and café/coffee shop (Use Class E(a/b), E(g)(ii) and 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;

**"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 Owner's 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;

**"Reportable Unit"** means a Reportable Unit (Energy Centre) or Reportable Unit (Non-Residential);

**"Reportable Unit (Energy Centre)"** means either a connection to a third- party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site) or a self- contained energy system serving multiple residential properties (within a block or Building);

**"Reportable Unit (Non-Residential)"** means a Building with a single occupier/tenant (including block of flats' communal areas) or a Building with multiple tenants;

**"Reserved Matters"** means the details of each of the access, siting, design, external appearance and landscaping of the Development required to be approved by 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;

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

**"Site"** means the land shown edged red on the Plan in Schedule 1 and which is registered at HM Land Registry under title number NGL283637;

**"Tenancies"** means the leasehold interests detailed in Appendix 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 OPDC towards training and skills and business development/economic development activity in the Park Royal area;

**"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 of the Development to include, but not limited to:

- (a) initiatives to promote cycling and walking for both guests and staff;
- (b) proposals for providing and promoting public transport information (e.g. maps, route and timetables) at the industrial and office areas for guests and staff;
- (c) 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;
- (d) measures and targets to demonstrate commitments towards meeting the Mayor's Transport Strategy targets;
- (e) proposals for monitoring compliance with the Workspace Travel Plan and reporting to OPDC;
- (f) information about blue badge parking for disabled persons in the vicinity of the Development; and
- (g) 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 (one thousand) to be used by OPDC towards the monitoring of the

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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 the Owner 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.

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- 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.

## **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 in relation to the Site.

## **3 NATURE OF OBLIGATIONS**

- 3.1 The obligations, covenants and undertakings on the part of the Owner 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 interests 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 the schedules to this Deed.
- 5.2 The Owner covenants with the OPDC not to cause or permit the Commencement of the Development unless and until:
- (a) evidence of the termination of each of the Tenancies has been provided to the OPDC; and
- (b) to the extent that <sup>any of</sup> ~~either or both~~ of the Tenancies have not been terminated prior to Commencement of the Development, 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 proprietor of each of the remaining Tenancies to observe and perform such provisions on the part of the Owner 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 prior to or 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 it is the owner of the Site and has full power to enter into this Deed.
- 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 legal 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

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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 Subject to compliance with clause 5.2 above, 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 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 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 registers of the Title Numbers referred to in Recitals (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.
- 10.2 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.
- 10.3 The Owner covenants that they shall not make any application to the Land Registry for the removal of any notice registered pursuant to clauses 10.1 or 10.2 without the prior written consent of OPDC.
- 10.4 The OPDC shall request registration of this Deed as a Local Land Charge by the Borough or its respective successor in statutory function.

## **11 RIGHT OF ACCESS**

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 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 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  
Brent Civic Centre  
32 Engineers Way  
Wembley  
HA9 0FJ  
and copied by email to [planningapplications@opdc.london.gov.uk](mailto:planningapplications@opdc.london.gov.uk); or

(b) The Owner at:

ReAssure Ltd  
C/O Legal & General Real Assets  
One Coleman Street  
London  
EC2R 5AA

- 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 OPDC by way of electronic transfer marked for the attention of the Head of Development Management and using reference 21/0182/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 RPI from the committee date when it was resolved that Planning Permission should be granted subject to a Section 106 agreement 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 RPI prior to the committee date when it was resolved that Planning Permission should be granted subject to a Section 106 agreement 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 interests 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 his own costs and those of the parties) shall be final and binding upon the parties save in the case of manifest error.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute)

subject to an express requirement that he reaches his decision and communicates 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 his appointment to act and that he is to have particular regard to the 1990 Act in reaching his 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 Commenced; 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.



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**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**

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**Please see notes at the end of this notice**

**Applicant**  
ReAssure Limited  
c/o Agent

**Agent**  
Marie Jasper  
Barton Willmore  
7 Soho Square  
London, W1D 3QB

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**Part I                      -                      Particulars of Application**

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Date of Application: 29-Oct-2021

Application No: 21/0182/OUTOPDC

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**Proposal:** Outline planning application (all matters reserved) for demolition and redevelopment to provide a data centre (Use Class B8) of up to 35,000sqm including ancillary offices, internal plant and equipment (including flues), and substation. In addition, up to 1,000sqm of work units and café/coffee shop (Use Class E(a/b), 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.

**Location:** Frogmore Industrial Estate, Acton Lane, London, NW10 7NQ

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## Part II - Particulars of Decision

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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:

OS Site Plan (with Redline boundary); 0490-A02-001 Rev P01; Dated 15.01.2021  
 Development Parameters Schedule; 31962/A1; Dated October 2021  
 Site Layout – Parameter Plans; 0490-A02-003 Rev P01; Dated 15.10.2021  
 Design Code; Dated October 2021 (revised June 2022)

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 Local Plan 2018-2038 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 Local Plan 2018-2038 policy SP2 'Good Growth', E1 'Protecting, Strengthening & Intensifying the Strategic Industrial Location' and E3 'Supporting Small Business Units'.

8. Café Floorspace

No more than 80sqm GEA of floorspace shall be used as a café/coffee shop falling within Use Class E(a/b).

Reason: To protect nearby town centres and the Strategic Industrial Location in accordance with OPDC Local Plan 2018-2038 policy TCC1 'Town Centre Uses'.

9. 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 24 September 2021 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 Wesley Estate.

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 Local Plan 2018-2038 policy EU4 'Air Quality'.

10. 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 & Vibration Impact Assessment dated 11 November 2021 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 Wesley Estate.

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 Local Plan 2018-2038 policy EU5 'Noise and Vibration'.

11. 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 Assessment dated 18 March 2022 and demonstrate that the development does not result in an unacceptable impact upon the levels of daylight and sunlight received by the neighbouring Wesley Estate.

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 Local Plan 2018-2038 policy D5 'Amenity'.

12. 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 October 2021 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 October 2021.

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 Local Plan 2018-2038 policy D5 'Amenity' and D7 'Heritage'.

13. 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 Statement dated 22 October 2021 and Transport Statement Addendum dated 15 March 2022 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 Local Plan 2018-2038 policy T1 'Roads and Streets' and T9 'Transport Assessments and Travel Plans'.

14. 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.

15. 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).

16. 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 Wind Comfort Assessment dated 20 September 2021 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 Local Plan 2018-2038 policy D5 'Amenity'.

17. 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 Local Plan 2018-2038 policy EU3 'Water'.

18. 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 and that the actual building's cooling demand is lower than the notional.

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 Local Plan 2018-2038.

**19. 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 Local Plan 2018-2038 policy EU9 'Minimising Carbon Emissions and Overheating'.

**20. 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 Local Plan 2018-2038 policy EU9 'Minimising Carbon Emissions and Overheating'.

**21. 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 Local Plan 2018-2038.

**22. 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 Local Plan 2018-2038.

23. Circular Economy Statement

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

Prior to the occupation of the development, a post-construction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance.

The post-construction monitoring report shall be submitted to the GLA, currently via email at: [circulareconomystatements@london.gov.uk](mailto:circulareconomystatements@london.gov.uk), along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

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 Local Plan 2018-2038.

24. Inclusive Design Statement

The reserved matters details submitted in connection with condition 1 (above) shall include an Inclusive Design Statement. The development shall be carried out in accordance with the details approved.

Reason: To accord with London Plan policy D5 'Inclusive design'.

25. 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 Local Plan 2018-2038 policy EU2 'Urban Greening and Biodiversity'.

26. PRIOR TO DEMOLITION: Ecological Surveys

Prior to demolition, enabling works or construction in any phase, the further surveys recommended within the Preliminary Ecological Appraisal dated September 2021 and Preliminary Bat Roost Assessment dated September 2021 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 Appraisal and Bat Roost 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 Local Plan 2018-2038 policy EU2 'Urban Greening and Biodiversity'.

27. 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 Local Plan 2018-2038 policies EU4 'Air Quality', D5 'Amenity' and T8 'Construction'.

28. 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 site investigation report documenting the ground conditions of the site and incorporating the scope identified as appropriate by the Ground Conditions Report dated 17 February 2021 in accordance with BS10175:2011 (+A1:2013); and if required pursuant to part a) in the opinion of the Local Planning Authority;
  - b) a detailed scheme for remedial works and measures to be undertaken to avoid risk from contaminants and/or gases and vapours 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) (b) 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 Local Plan 2018-2038 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.

29. 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 Local Plan 2018-2038 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 DEMP.

30. 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 demolition).

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 Local Plan 2018-2038. The details are required prior to commencement because the demolition phase must be addressed in the DLP.

31. 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 Local Plan 2018-2038 policy EU6 'Waste'. The details are required prior to commencement because the demolition phase must be addressed in the SWMP.

32. PRIOR TO CONSTRUCTION: Business and Community Liaison Construction Group

For the duration of the construction phase of development the Applicant will establish and maintain a Liaison Group having the purpose of:

- a) informing local residents and businesses of the design and development proposals;
- b) informing local residents and businesses of progress of preconstruction and construction activities;
- c) considering methods of working such as hours and site traffic;
- d) providing local residents and businesses with an initial contact for information relating to the development and for comments or complaints regarding the development with the view of resolving any concerns that might arise;
- e) producing a leaflet prior to commencement of demolition for distribution to local residents and businesses identifying progress of the Development and which shall include an invitation to register an interest in the Liaison Group;
- f) providing advanced notice of exceptional works or deliveries;
- g) providing telephone contacts for resident's advice and concerns.

The terms of reference for the Liaison Group should be submitted to the Local Planning Authority for approval prior to commencement of the development. The Liaison Group will meet at least once every month with the first meeting taking place one month prior to the commencement of development and the meetings shall become bimonthly after the expiry of a period of four (4) months thereafter or at such longer period as the Liaison Group shall agree.

Reason: In order to ensure satisfactory communication with residents, businesses and local stakeholders throughout the construction of the development.

33. 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 Local Plan 2018-2038 policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'.

34. 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 Local Plan 2018-2038.

35. 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 Local Plan 2018-2038 policy EU3 'Water'.

36. 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 Local Plan 2018-2038 policy D3 'Well-Designed Buildings'.

37. 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 Local Plan 2018-2038 policies D1 'Public realm' and EU2 'Urban Greening and Biodiversity'.

**38. 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 Local Plan 2018-2038.

**39. 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 Local Plan 2018-2038 Policy EU9 'Minimising Carbon Emissions and Overheating'.

**40. 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 2 of the Noise and Vibration Impact Assessment dated 11 November 2021. 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 Local Plan 2018-2038 policy EU5 'Noise and Vibration'.

**41. 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 Local Plan 2018-2038 policy D3 'Well Designed Buildings'.

42. PRIOR TO PILING: Piling Method Statement

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the approved piling method statement.

Reason: To protect water infrastructure in the vicinity of the site because the proposed works will be in close proximity to underground water utility infrastructure in accordance with London Plan (2021) policies SI 5 'Water infrastructure' and OPDC Local Plan 2018-2038 policy EU3 'Water'.

43. PRIOR TO USE: Water Supply

No development shall be brought into use until confirmation has been provided that either:

- all water network upgrades required to accommodate the additional demand to serve the development have been completed; or
- a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied.

Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: To protect water infrastructure in the vicinity of the site because the development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development in accordance with London Plan (2021) policies SI 5 'Water infrastructure' and OPDC Local Plan 2018-2038 policy EU3 'Water'.

44. 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 Local Plan 2018-2038 policy EU6 'Waste'. The details are required prior to commencement because the demolition phase must be addressed in the SWMP.

**45. 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 Local Plan 2018-2038 policy T4 'Parking'.

**46. 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 Local Plan 2018-2038 policy T3 'Cycling'.

**47. 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 Local Plan 2018-2038 policy T7 'Freight, Servicing and Deliveries'.

**48. 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 Local Plan 2018-2038 policy D1 'Public Realm' and policy D3 'Well-designed buildings'.

49. 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 September 2021 (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 Local Plan 2018-2038 policy EU3 'Water'.

50. PRIOR TO USE: 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 Local Plan 2018-2038 policy EU4 'Air Quality'.

51. PRIOR TO USE: Small Business Units Floorspace

Prior to the operation of the data centre building, a minimum floorspace of 750sqm 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 Local Plan 2018-2038 policy E1 'Protecting, Strengthening & Intensifying the Strategic Industrial Location' and E3 'Supporting Small Business Units'.

52. 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 Local Plan 2018-2038 policies EU4 'Air Quality' and T8 'Construction'.

53. 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 Local Plan 2018-2038 policy EU5 'Noise and Vibration'.

54. 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 Local Plan 2018-2038 policy EU5 'Noise and Vibration'.

55. PRIOR TO USE: Noise Management Plan

No part of the development shall be brought into use until a Noise Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Noise Management Plan shall contain details of how noise will be controlled throughout the operational lifespan of the project and how communication with local communities will be managed. The development shall adhere to the approved Noise Management Plan.

Reason: To minimise noise impacts for nearby occupants in accordance with London Plan (2021) policy D14 'Noise' and OPDC Local Plan 2018-2038 policy EU5 'Noise and Vibration'.

**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:

**Emma Williamson**

Director of Planning

Old Oak and Park Royal Development Corporation

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**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 householder<sup>1</sup> 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](mailto:enquiries@pins.gsi.gov.uk)) or (Tel: 0117 372 8000).

To make an appeal online, please use [www.planningportal.gov.uk/pcs](http://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](mailto: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.
- \* 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.

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<sup>1</sup> 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.

### **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).



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**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.

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**Schedule 4**

**Public Realm, Highways and Transport**

**1 HEALTHY STREETS AND PUBLIC REALM CONTRIBUTION**

1.1 The Owner shall:

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

1.2 OPDC covenants with the Owner to use the Healthy Streets and Public Realm Contribution towards Healthy Streets Projects and/or public realm improvements within a 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 at least 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 Contribution 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 changes reasonably necessary to

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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.

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## **Schedule 5**

### **Energy and Environment**

#### **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 and supplying heat to, and will not prejudice the future connection and supply of heat to, a District Heating Network or District Cooling Network the details of which are to be submitted with any Reserved Matters application 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 that the Development can connect to, including for purpose of supplying heat.
- 1.3 In the event that a District Heating Network or District Cooling Network becomes available in the vicinity, 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, including for the purpose of supplying heat. 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 OPDC with the submission of any Reserved Matters;
- (b) provide an updated energy report including the CO2 Audit to 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 any Reserved Matters relating to the Site, 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 each Building being occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit 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 submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). The Owner should 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 or following the end of the Defects Liability Period (whichever is the later) and at least 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 under each Reportable Unit 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 submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). 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 Clause 3.3 shows that the 'As-built stage' performance estimates derived from Clause 3.2 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' in-use stage reporting webform. An action plan comprising measures identified in Clause 3.3 shall be submitted to and approved in writing by the GLA, identifying 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 AND OPEN SPACE STRATEGY AND MANAGEMENT PLAN**

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

#### **5 AIR QUALITY MONITORING CONTRIBUTION**

- 5.1 The Owner shall:
- (a) pay the Air Quality Monitoring Contribution to the OPDC prior to Commencement of the Development; and
  - (b) not Commence the Development until the Air Quality Monitoring Contribution has been paid in full to the OPDC.

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- 5.2 The OPDC covenants with the Owner to use the Air Quality Monitoring Contribution towards the delivery of air quality monitoring technology, collection and analysis of air quality data, and on-going maintenance of the equipment.

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## **Schedule 6**

### **Training and Skills**

#### **1 TRAINING AND SKILLS CONTRIBUTION**

##### **1.1 The Owner shall:**

- (a) In respect of each Phase notify the OPDC of all the details required to calculate the Training and Skills Contribution 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 to the OPDC prior to Commencement of the Development in that Phase;
- (c) not Commence the Development in that 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 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 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.



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- 2.2 The Owner shall require that its 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 their 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 of the Development to use reasonable endeavours to ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) throughout the Occupation of the Development.

- 2.6 For the purposes of paragraphs 2.1 and 2.2 of this Schedule only, the definition of Exempted Works does not include demolition works.

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## **Schedule 7**

### **Affordable Workspace**

#### **1 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.

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**Appendix 2**

**The Tenancies**

- 1 Lease dated 23 February 2011 relating to Unit 7, Frogmore Industrial Estate, registered under title number AGL229392.
- 2 Lease dated 23 December 2019 relating to Unit 2, Frogmore Industrial Estate, registered under title number AGL497592.
3. Lease dated 19 July 2021 relating to Unit 1, Frogmore Industrial Estate, pending registration.

35

Executed as a deed by )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION**  
acting by:

Authorised Signatory

Authorised Signatory

)  
)  
)

DocuSigned by:  
*David Lunts*  
B3865F3937A3476...

DocuSigned by:  
*Jasbir Sandhu*  
AED542B63F744E6...

Executed as a deed by a duly authorised )  
attorney pursuant to a power of attorney dated )  
3 November 2021 in their capacity as attorney )  
for **Legal & General Property Limited** who in )  
turn is acting in its capacity as attorney for )  
**ReAssure Limited** pursuant to a power of )  
attorney dated 21 October 2021 which power of )  
attorney authorises or permits the delegation of )  
the execution of this deed by **Legal & General** )  
**Property Limited** to the duly authorised )  
attorney )

Paul Edwards

.....  
as attorney for **Legal & General Property**  
**Limited** who is the attorney for **ReAssure**  
**Limited**

Witness Signature:

Witness Name (IN BLOCK CAPITALS):

I confirm that I was physically  
present whilst Paul Edwards  
applied their signature to this  
document using the DocuSign  
platform

Witness Address:

Chiff Chaffs Aldershot Road Pirbright  
Gu240dj

DocuSigned by:  
*Paul Edwards*  
.....D2FA4E0332F7487....  
Signature of Attorney

DocuSigned by:  
*Alison Edwards*  
.....6D747CD7B415473.....

Alison Edwards