

SECTION 106 AGREEMENT

Under section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to the former Renault Retail Group site on the south side of Western Avenue, Park Royal, Acton, London

OLD OAK AND PARK ROYAL DEVELOPMENT (1)
CORPORATION

AND

ARK ESTATES 3 LIMITED (2)

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THIS DEED is made on

2023

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0FJ (the “**OPDC**”);
- and
- (2) **ARK ESTATES 3 LIMITED** (Company Number 12777470) of Spring Park, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9GB (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 MX318943. The Owner enters into this Deed in its capacity as freehold owner.
- (C) The Owner has submitted the Planning Application to the OPDC.
- (D) At a meeting of its Planning Committee on 15 December 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;

“**Above Ground Works**” means works carried out or to be carried out above ground floor slab level pursuant to the Development and for the avoidance of doubt shall not include any landscaping or site levelling works and ancillary buildings including but not limited to sub-stations, gatehouses and security facilities;

“A40 Service Road Access” means the A40 (Western Avenue) service road access shown on Drawing No. 1613 /001 Rev K in Schedule 1;

“Affordable Workspace Contribution” means the sum of £354,739.20 to be paid to the OPDC prior to commencement of the Development;

“Air Quality Monitoring Contribution” means the sum of £38,144.00, 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 a 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;

“Concord Road Footway” means the footway along the east side of Concord Road shown on Drawing No. 1613 /001 Rev K in Schedule 1 to be delivered in accordance with Condition 10 of the Planning Permission as shown edged red on the Concord Road Footway Plan;

“Concord Road Footway Plan” means the plan attached to this Deed at Schedule 1;

“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 cool water to 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;

"Employment, Training and Skills Contribution" means the sum of £237,500.00 to be used by the OPDC towards enhanced employment, training and skills opportunities; and business development/economic development activity in the OPDC area for the benefit of Local Residents and Local Businesses;

"Exempted Works" means subject to paragraph 2.6 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 implementation, management and maintenance of on-site green infrastructure and open space, including the Public Open Space and the Concord Road Footway, as envisaged by Policy 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 £416,216.00, to be used by OPDC towards Healthy Streets Projects and improvements to the public realm within the OPDC's administrative area;

“Highway Agreement” means an agreement entered into with the local highway authority pursuant to the Highways Act 1980;

“Highway Reinstatement Area” means the highways and footways within 50 metres of the Site;

Highway Reinstatement Works” means the repair and reinstatement of the highways and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the Schedule of Highway Condition approved by the OPDC pursuant to paragraph 4.1 of Schedule 4, provided always that the Owner shall be under no obligation to reinstate or repair said highways and footways as a result of damage the OPDC acting reasonably (in consultation with the local highway authority) agrees has been caused by a person other than the Owner or its agents;

"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 (as envisaged by Policy E5 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it)) 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;
- (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)" (as envisaged by Policy E5 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it)) 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 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; and
- (d) a minimum target of eight end use jobs being taken up by Local Residents;

"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 that 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 £11.95 per hour;

"Monitoring Contribution" means the sum of £10,000.00 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;

"Planning Application" means the application for full planning permission for the Development submitted to the OPDC and allocated reference number 22/0059/FUMOPDC details of which are the redevelopment of the site to provide a data centre (Use Class B8) with associated energy and electrical infrastructure, visitor reception building, security gatehouse, plant, boundary enclosures, car and cycle parking; hard and soft landscaping; and associated alterations to vehicular access

arrangements including creation of new access from Concord Road and new access from Western Avenue slip road; and associated external works;

"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;

"Public Open Space" means the landscaped open space fronting the A40 shown on Drawing No. 1613/005 Rev C in Schedule 1 to be delivered in accordance with Condition 10 of the Planning Permission;

"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 or District Cooling Network or a self-contained energy centre serving multiple non-residential properties (within the Site);

"Reportable Unit (Non-Residential)" means a Building with a single occupier/tenant or a Building with multiple tenants

"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;

"Schedule of Highway Condition" means a schedule of condition relating to the highways and footways within the Highway Reinstatement Area that shall include but not be limited to:

- a) the line and level of footways and carriageways; and
- b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages);

"Site" means the land shown [edged red] on the Site Plan and which is registered at HM Land Registry under title number MX318943;

"Site Plan" means the plan NWA-0495-SW-ZZ-DR-A-90-001-Enlarged Site Plan showing the Site at Schedule 1;

"Supply Chain Initiatives Contribution" means the sum of £8,300.00 to be used to secure local business opportunities associated with construction and end use;

"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 visitors to, and staff of the proposed uses of the Development to include, but not limited to:

- (a) initiatives to promote cycling and walking for both visitors and staff;
- (b) proposals for providing and promoting public transport information (e.g. maps, route and timetables) at the industrial and office areas for visitors 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 £3,000, to be used by the OPDC towards the monitoring of the Workspace Travel Plan.

- 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.
- 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

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

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.

6 OBLIGATIONS OF THE OPDC

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

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 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

The Owner warrants that no other person other than the Owner has any legal or equitable interest in the Property. 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 Number referred to in Recitals 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; or

- (b) The Owner at:

Spring Park, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9GB

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 22/0059/FUMOPDC.

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 and any dispute as to whether any such agreement, approval, certification, consent or determination shall be capable of being determined pursuant to clause 19 of this Deed.
- 21.5 No variation to this Deed shall be effective unless made by deed.
- 21.6 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 21.7 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

22 GOVERNING LAW

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

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

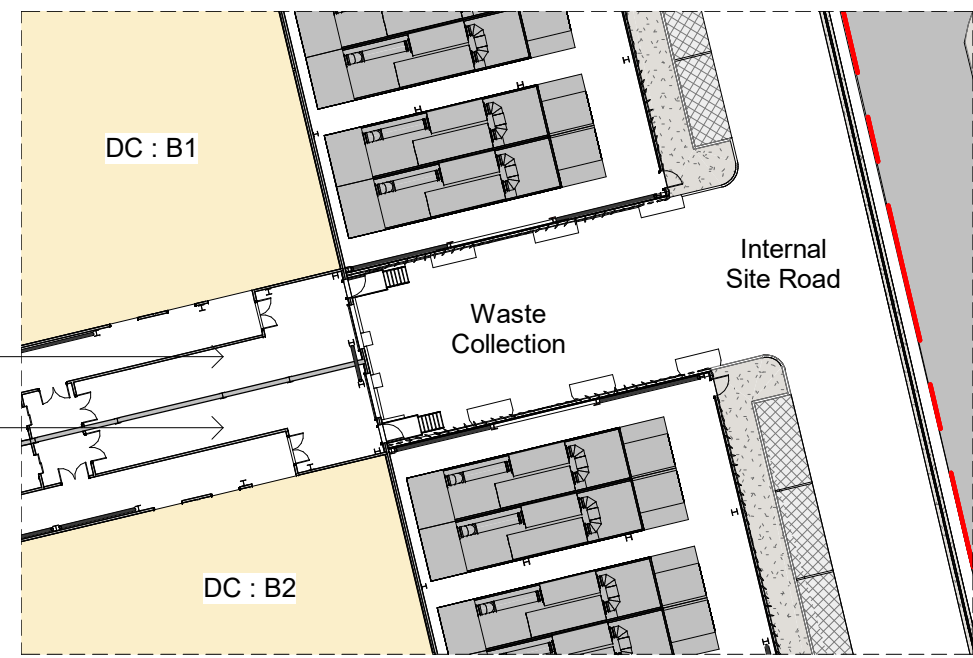
Schedule 1

Plans

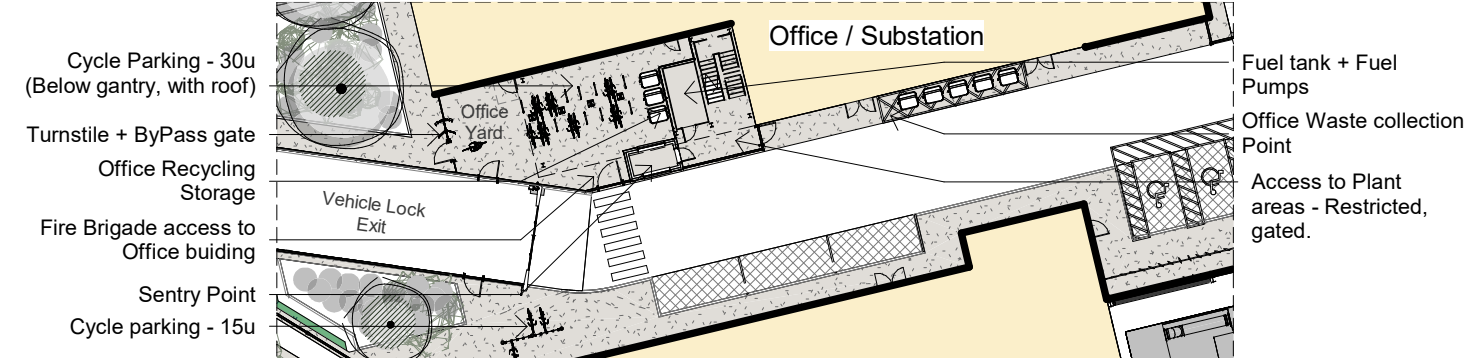
1. Site Plan
2. Drawing No. 1613/005 Rev C – Front Eco Park Landscape Vignette
3. Drawing No. 1613 /001 Rev K – Landscape Masterplan
4. Drawing No. NWA-0495-SW-DR-A-90-004 – Concord Road Footway Plan

- Plan Key:**
- Boundary Line
 - Bio-Diverse Roof
 - Grasscrete with Specie Rich Grass
 - Proposed Trees with low level Shrub Planting
 - Brown Roof
 - Roof Paving
 - Granolithic Paving

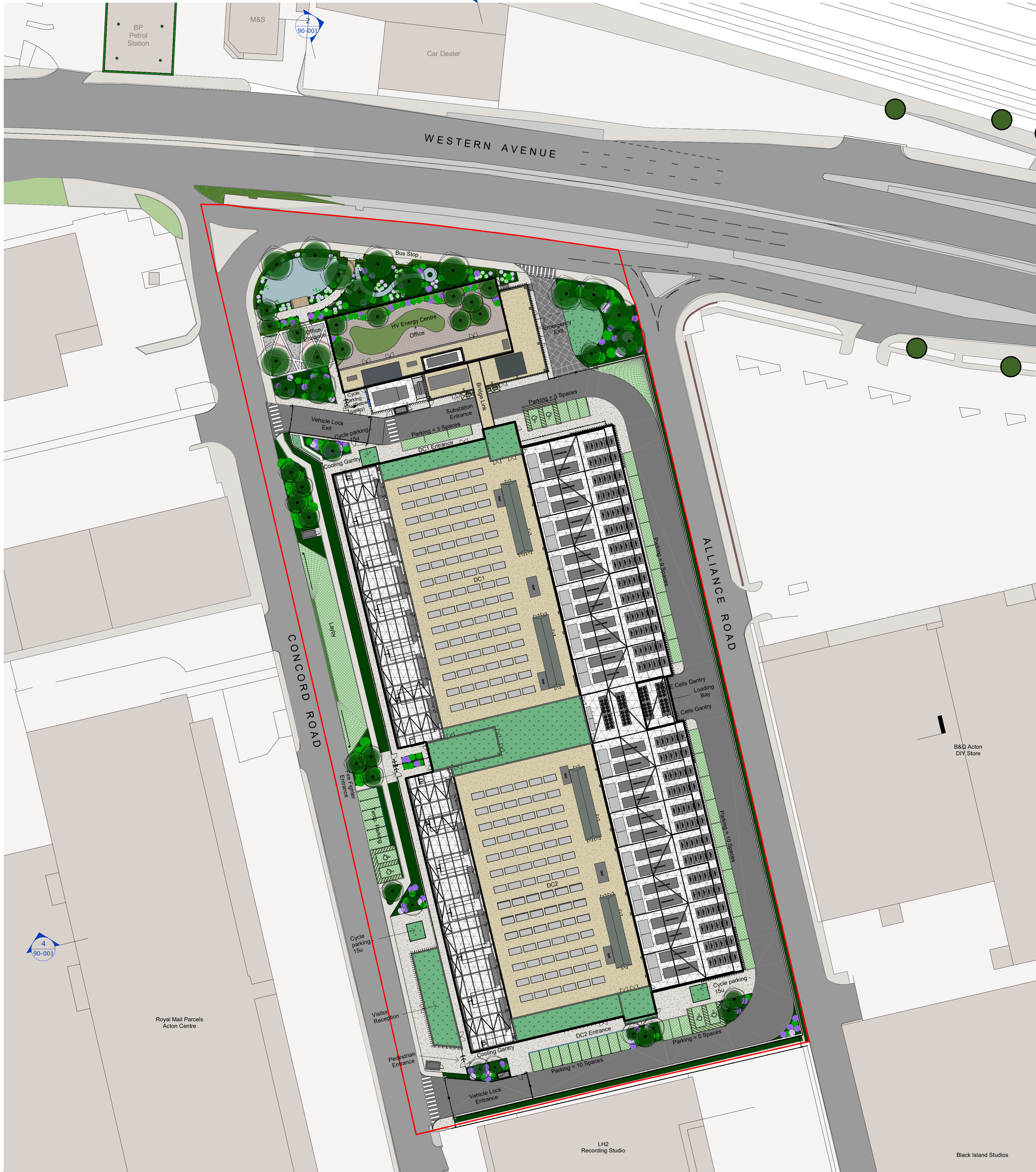
REFER TO SHEET 90-902 WASTE MANAGEMENT.



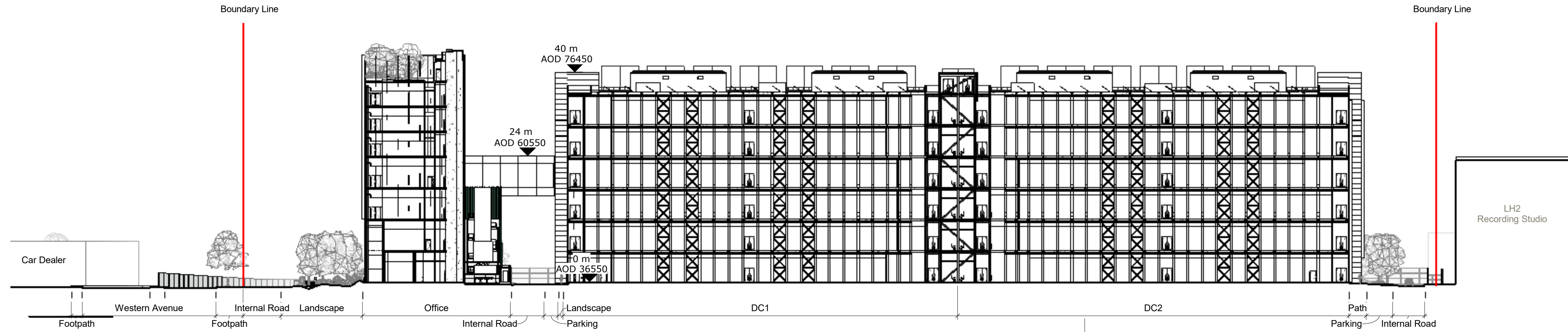
5 Waste Management - Loading Bay
1 : 500



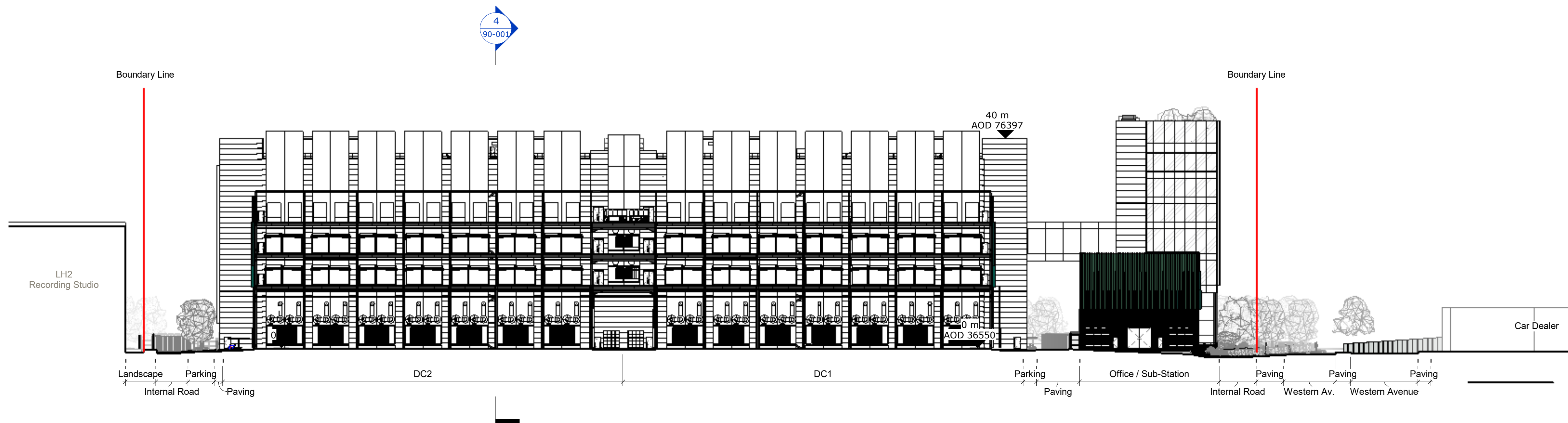
6 Waste Management - Office Yard
1 : 500



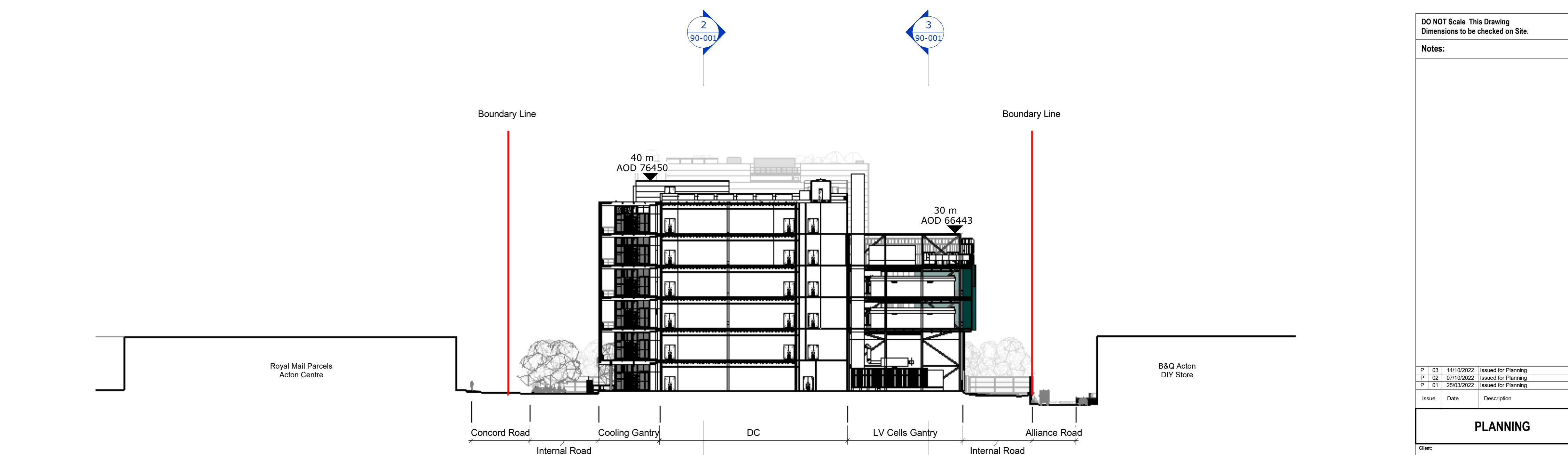
1 Enlarged Site Plan
1 : 500



2 Longitudinal Section
1 : 500



3 Longitudinal Section
1 : 500



4 Transversal Section
1 : 500

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AAAD614F991E442...
DocuSigned by:
86B3543BBF034B5...
DocuSigned by:
David Wint
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DocuSigned by:
ESC1A29C542F4A7...

DO NOT Scale This Drawing
Dimensions to be checked on Site.

Notes:

Issue	Date	Description	By
1	12/10/2022	Issued for Planning	NWA
2	07/10/2022	Issued for Planning	NWA
3	06/10/2022	Issued for Planning	NWA

Project: Alliance Park

Drawing Name: 90 - External Works
Enlarged Site Plan

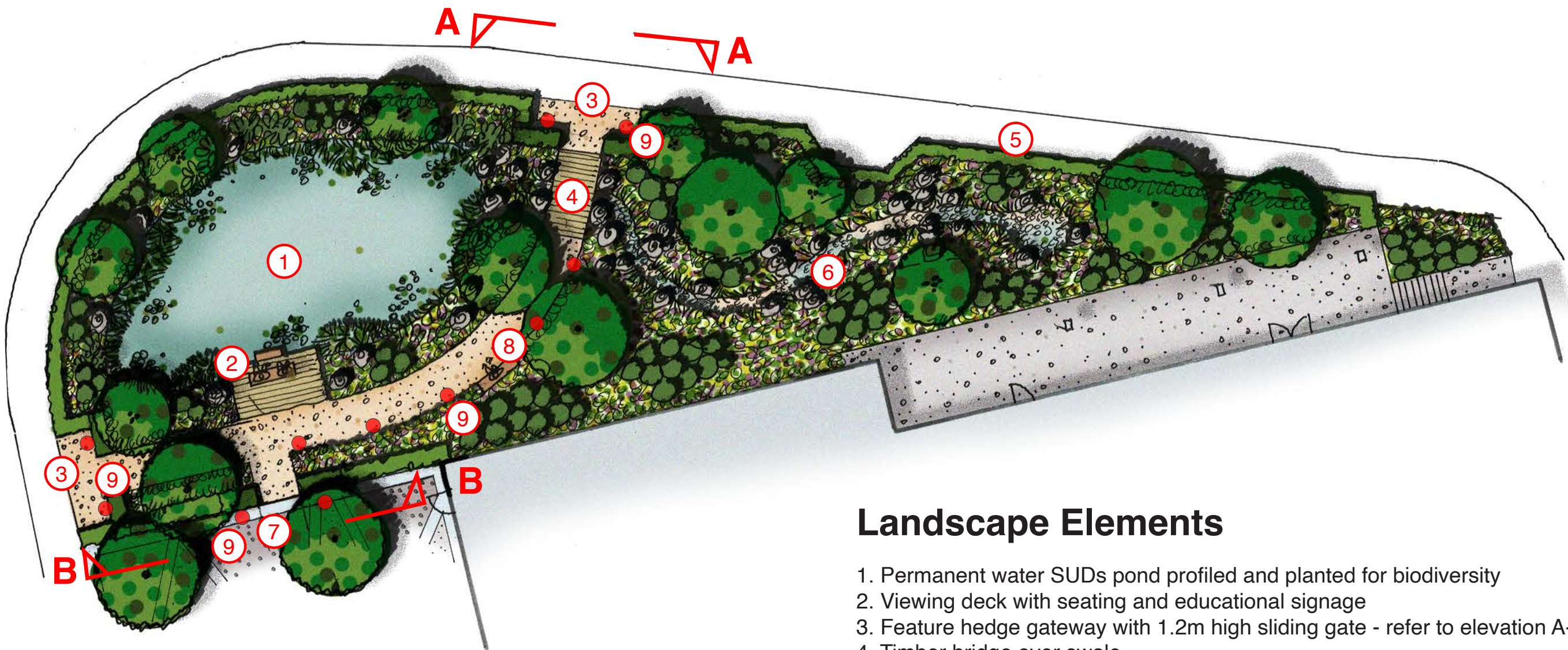
Project No: 0001 | Final Issue Date: 07/10/2022 | Issue: 1 | 900 @ A0

Drawn By: LB | Approved By: AYC

Drawing: NWA-0455-SW- ZZ-DR-A-90-001 | P03

© Copyright NWA plc

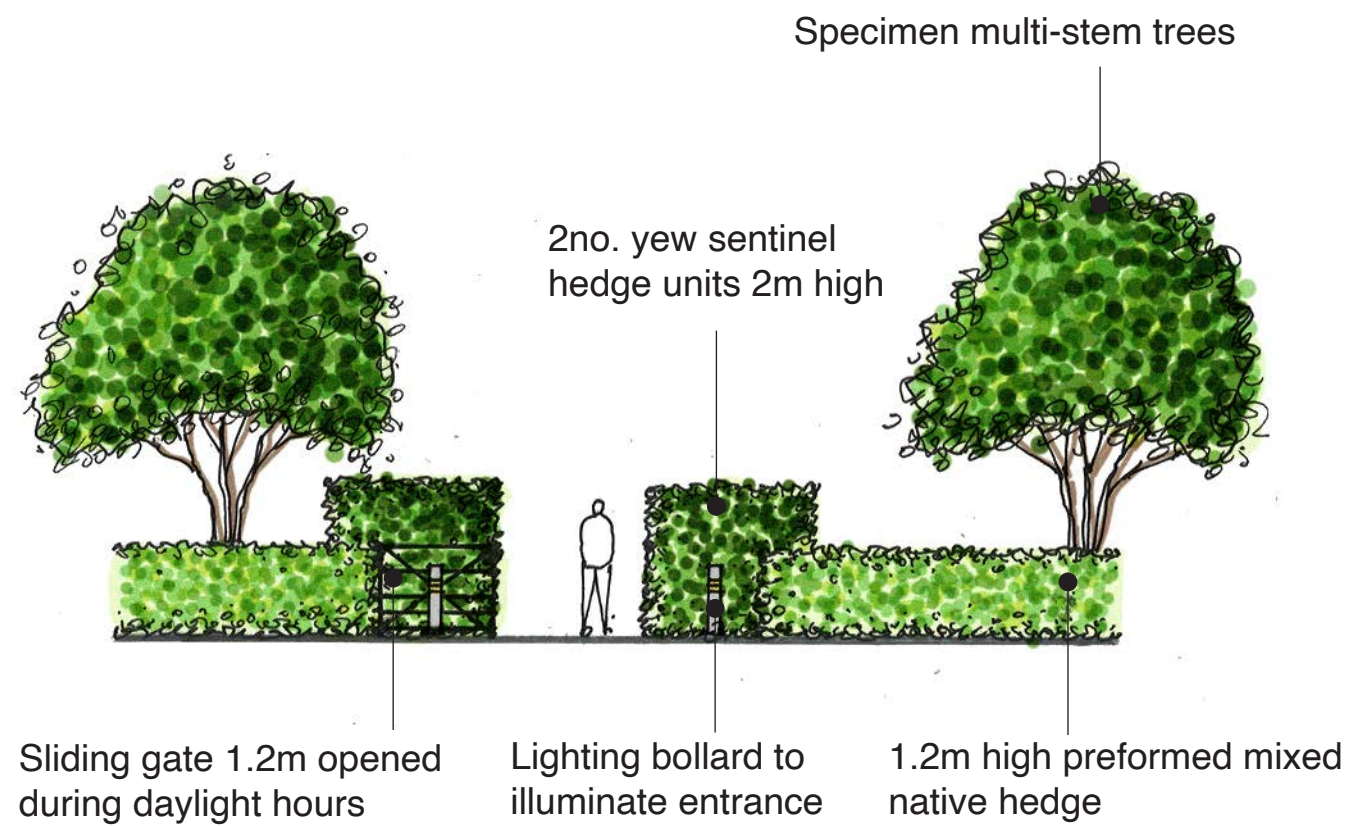
Landscape Plan - 1:200



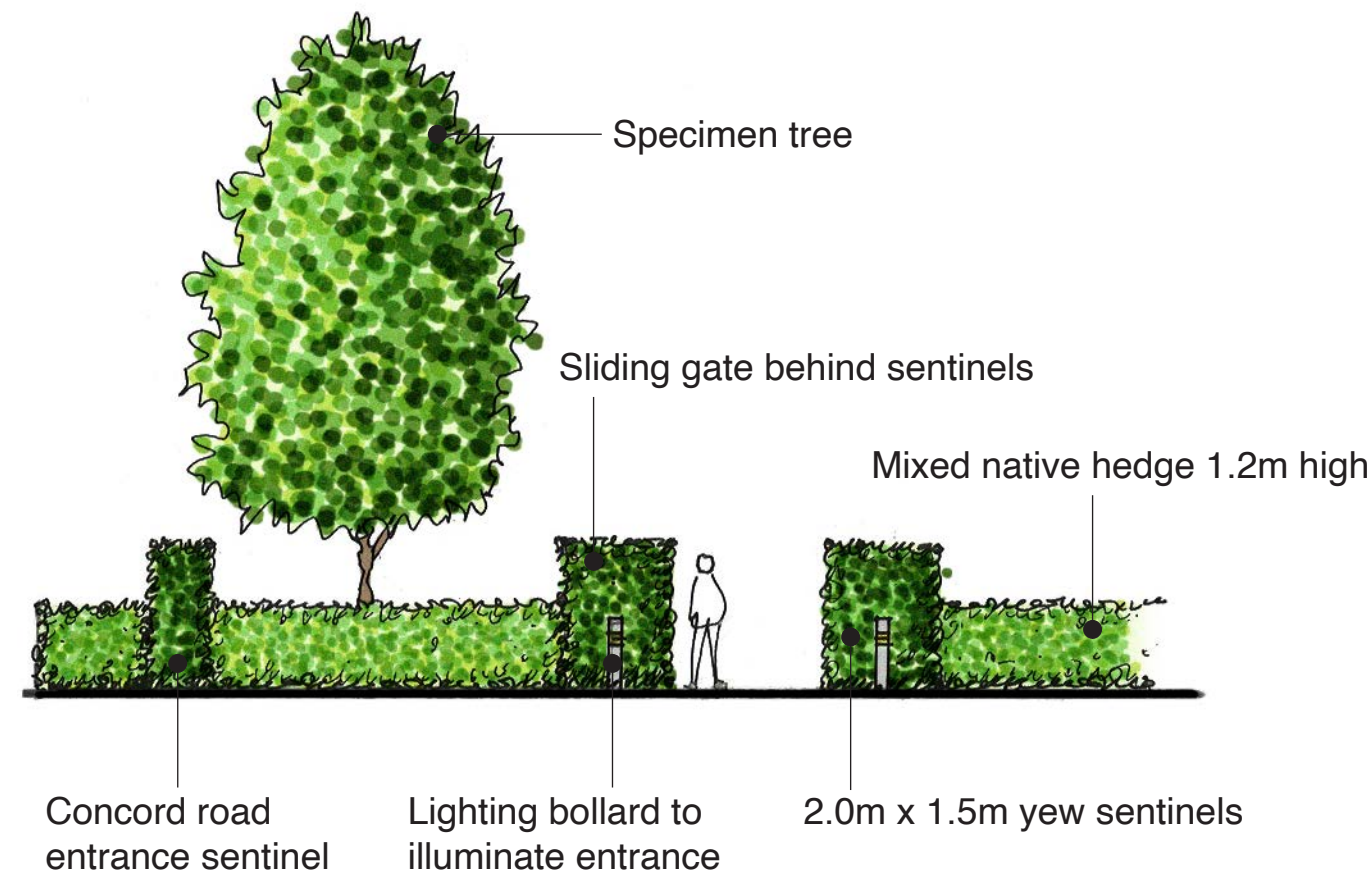
Landscape Elements

- 1. Permanent water SUDs pond profiled and planted for biodiversity
- 2. Viewing deck with seating and educational signage
- 3. Feature hedge gateway with 1.2m high sliding gate - refer to elevation A-A
- 4. Timber bridge over swale
- 5. Preformed mixed native reinforced hedge to boundary 1.2m high
- 6. Riverine swale with glacial boulder weirs planted for biodiversity
- 7. Feature gateway with 1.2m high sliding gate - refer to elevation B-B
- 8. Seating
- 9. Bollard lighting to illuminate entrances and footway

Elevation A-A



Elevation B-B



Location Plan (NTS)



DocuSigned by:
1. P. B.
AAAD614F991E442...
DocuSigned by:
David W. Lunt
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DocuSigned by:
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Landscape Images



Feature entrance



SUDs pond planted for biodiversity



Mixed native hedging

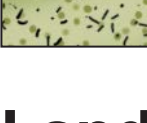
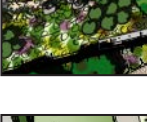
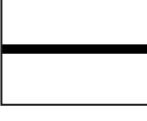
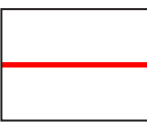


Timber bridge



Educational signage

Legend



Redline boundary

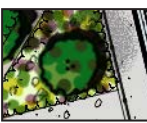
Building outline

Proposed trees with low level shrub planting

Native naturalistic mixed shrub planting

Grasscrete with species rich grass

Bio-diverse roof



Specimen multi-stem small tree shrubs

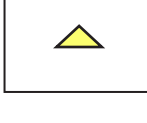
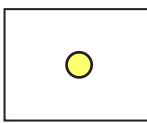
Reinforced mixed native hedge

Granolithic paving

Bitumen macadam road

Bitumen macadam footpath

Bollard lighting to eco park



Uplighter recessed in hard landscaping

Uplighter spiked in soft landscaping

Recessed wall lights in planters to illuminate the pathway on the roof garden

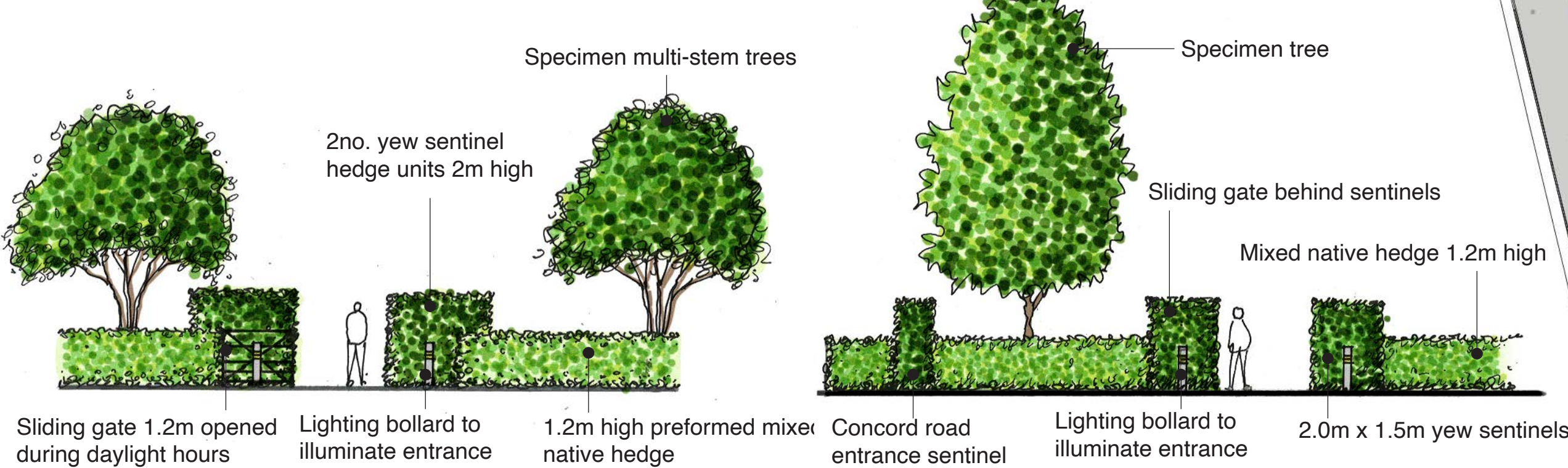
Note: all lighting elements to be designed by lighting specialist

Landscape Elements

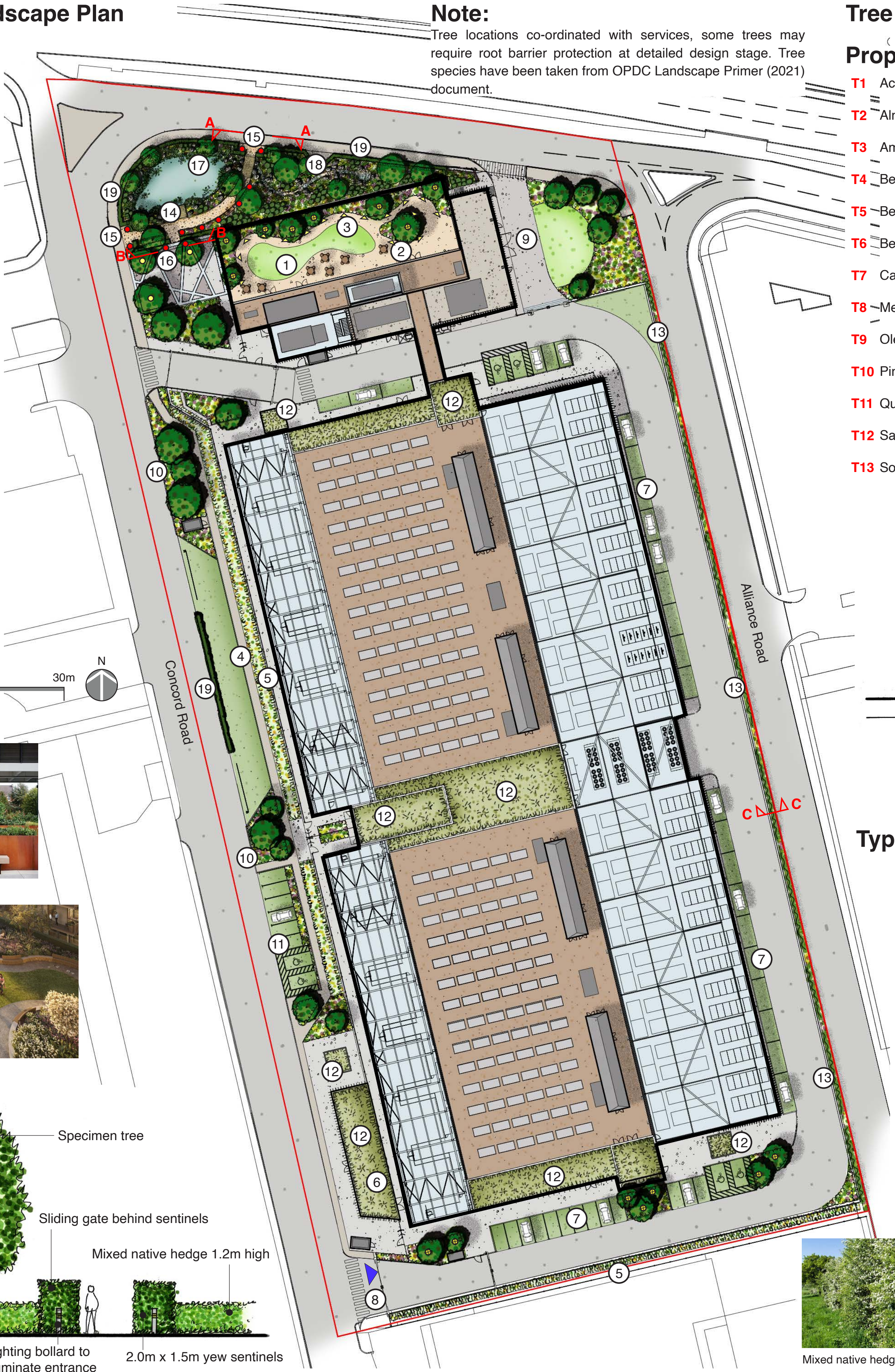
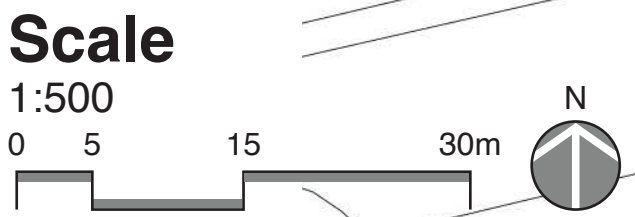
- Level 7 staff garden with yoga lawn, raised planters & al fresco terrace
- Al fresco terrace adjacent to staff sky lounge
- Metal raised planters with multi-stem specimen olive trees, shrub planting & 3m high glass parapet
- Lorry layby prior to entry within secure zone
- Security fencing with specie rich grass
- Reception building
- Staff parking
- Main secure site entrance
- Emergency site exit with kellen block paving
- Low level shrub planting with high canopy native tree planting to allow for clear eye level visibility and passive surveillance
- Visitor parking
- Bio-diverse roofs
- Retaining wall with ground cover planting
- Viewing deck with seating and educational signage
- Feature hedge gateway with 1.2m high sliding gate - refer to elevation A-A
- Feature hedge gateway with 1.2m high sliding gate - refer to elevation B-B
- SUDs feature swale and pond planted for bio-diversity
- Eco pocket park
- Preformed mixed native reinforced hedge to boundary 1.2m high



Elevation A-A



Landscape Plan



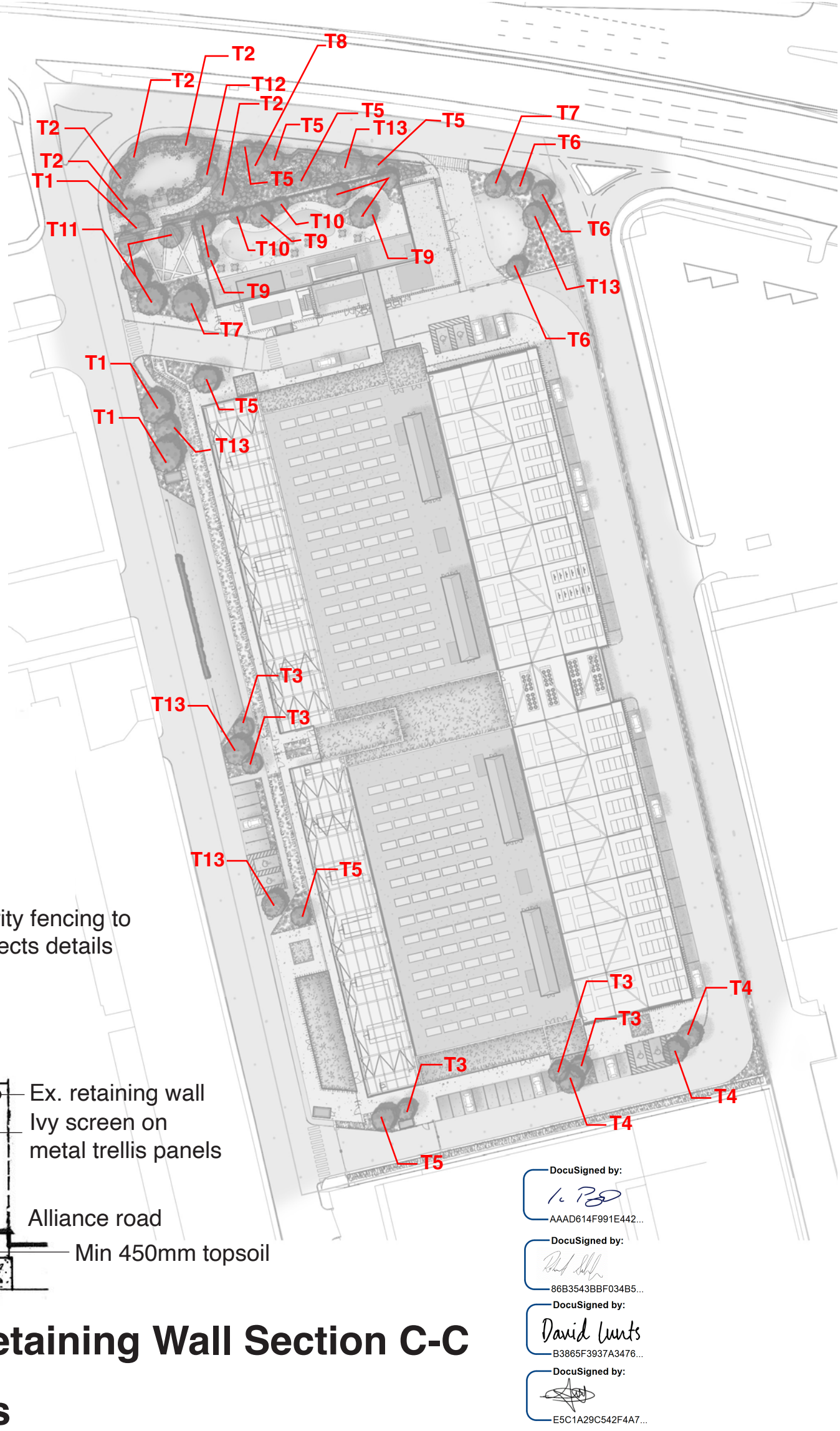
Note:

Tree locations co-ordinated with services, some trees may require root barrier protection at detailed design stage. Tree species have been taken from OPDC Landscape Primer (2021) document.

Tree Location Plan

Proposed Trees & Multi-stems

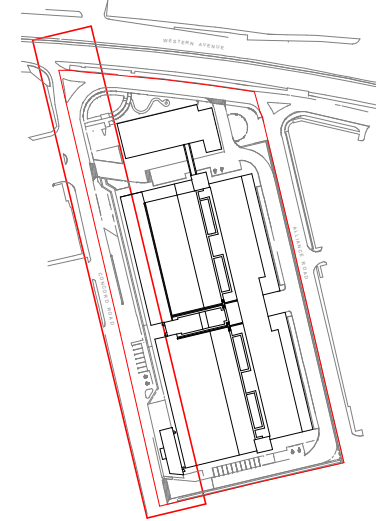
- T1 Acer Campestre
- T2 Alnus glutinosa (multi-stem)
- T3 Amelanchier lamarckii (multi-stem)
- T4 Betula jacquemontii
- T5 Betula jacquemontii (multi-stem)
- T6 Betula pendula (multi-stem)
- T7 Carpinus betulus
- T8 Metasequoia glyptostroboides
- T9 Olea europaea
- T10 Pinus sylvestris 'Watereri'
- T11 Quercus palustris
- T12 Salix alba (pollard)
- T13 Sorbus aria



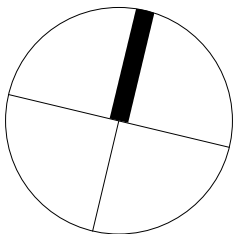
Typical Illustrative Retaining Wall Section C-C

Tree Images





KEY PLAN - NTS



DO NOT Scale This Drawing
Dimensions to be checked on Site.

Notes:

1 01 10/03/2023 Issued for Information DWG

Rev	Date	Description	By
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PLANNING



Project: Alliance Park

Drawing Name: 90 - External Works
Concord Road Footpath

Project No: 0065 | Final Issue Date: 16/03/2023 | Scale: 1:200 @ A0

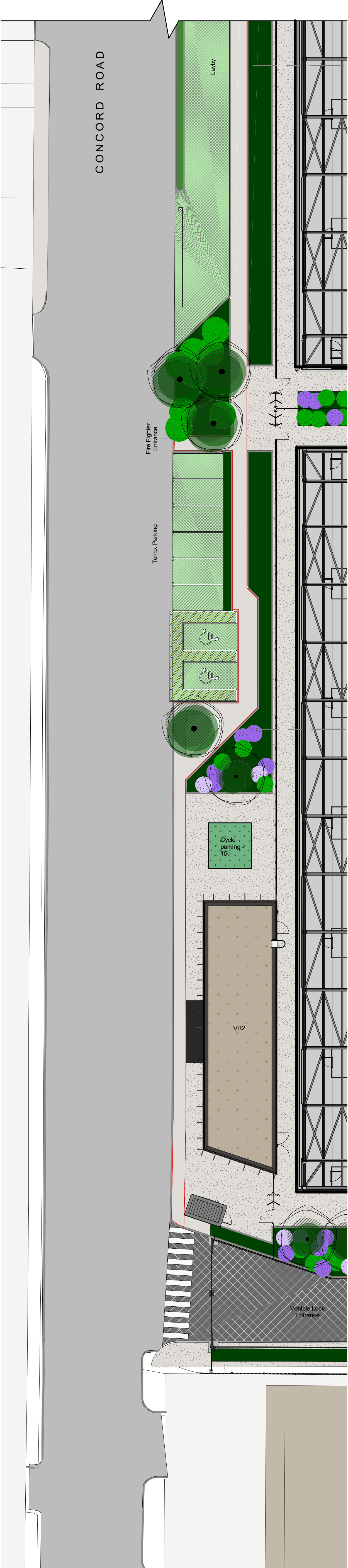
Drawn By: LB | Approved By: AYC

Drawing: NWA-0485-SW-
ZZ-DR-A-90-004

101



1 Concord Road (North)
1 : 200



2 Concord Road (South)
1 : 200

Schedule 2

Draft Planning Permission

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Ark Estates 3 Limited
Spring Park
Westwells Road
Corsham
SN13 9GB

Agent

Nick Heard
Savills
2 Kingsway
Cardiff
CF10 3FD

Part I - Particulars of Application

Date of Application: 29-March-2022

Application No: 22/0059/FUMOPDC

Proposal: Redevelopment of the site to provide a data centre (Use Class B8) with associated energy and electrical infrastructure, visitor reception building, security gatehouse, plant, boundary enclosures, car and cycle parking, hard and soft landscaping; and associated alterations to vehicular access arrangements including creation of new access from Concord Road and new access from Western Avenue service road; and associated external works.

Location: Site of Renault Retail Group Ltd, Western Avenue/Concord Road,
LONDON W3 0RZ

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order, Old Oak and Park Royal Development Corporation hereby gives notice that **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 conditions:

1. Time limit for commencement - compliance

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 (amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

2. Development in accordance with approved plans and documents – compliance

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

XX-DR-A-01-000 P01 – Site location plan
NWA-0495-SW-ZZ-DR-A-90-001 – Enlarged site plan
NWA-0495-SNZZ-DR-A-90-000 P02 – External Works Overall site plan
NWA-0495-SNZZ-DR-A-90-001 P02 – External Works enlarged site plan
1613 /001 Rev K – Landscape masterplan
1613 /005 Rev C – Front Eco-park
1613/002 D – Urban Greening Factor
MW-0495-DC-00-DR-A-20-00 P01 – Ground Floor Plan
MW-0495-DC-00-DR-A-20-00 P01 – Ground Floor Plan
MW-0495-DC-01-DR-A-20-010 P01 – First Floor Plan
MW-0495-DC-02-DR-A-20-020 P01 – Second Floor Plan
MW-0495-DC-03-DR-A-20-030 P01 - Third Floor Plan
MW-0495-DC-04-DR-A-20-040 P01 - Fourth Floor Plan
MW-0495-DC-05-DR-A-20-050 P01 – Fifth Floor Plan
MW-0495-DC-06-DR-A-20-060 P01 – Sixth Floor Plan
MW-0495-DC-07-DR-A-20-070 P01 – Seventh Floor Plan
MW-0495-DC-RF-DR-A-20-100 P01 – Overall Roof Plan
I3S-0495-AP2-RF-DR-E-51000 P01 – Photovoltaic layout
NWA-0495-DC-XX-DR-A-40-600 P02 – Façade Finishes
NWA-0495-DC-XX-DR-A-40-601 P02 – Façade Finishes
NWA-0495-DC-ZZ-DR-A-03-700 P02 – Data Centre Elevations
NWA-0495-DC-ZZ-DR-A-03-701 P02 – Data Centre Elevations
NWA-0495-DC-ZZ-DR-A-03-800 P01 – Data Centre Sections
NWA-0495-OFS-ZZ-A-03-07-703 I02 – Substation
NWA-0495-SW-ZZ-DR-M3-A (V20) – Fencing
XX-DR-A-90-902 T03 – Waste Management
XX-DR-A-90-911 P01 – Cycle Rack Details
XX-DR-A-03-000 P01 – Visitor Reception Centre
20576-HYD-00-XX-DR-C-7401 P01 – Cut and fill piling mat information
I3S-0495-ZZ-XX-DR-E-63100 P02 – Lighting strategy layout

Air Quality Assessment ref. PRDC-HYD-XX-ZZ-RP-Y-2003 Issue 03 by Hydrock dated March 2022

Air Quality Assessment - Technical Addendum Air Quality Neutral ref. 20576-HYD-ZZ-XX-TN-2001-P01_AQN P01 by Hydrock dated May 2022

Air Quality Technical Note ref. PRDC-HYD-XX-ZZ-TN-Y-2001_GLA P01 by Hydrock dated June 2022

Air Quality Technical Note ref. PRDC-HYD-XX-ZZ-TN-Y-2001_P03 by Hydrock dated September 2022

Archaeology Desk Based Assessment ref. P21-381 by MOLA dated November 2021

Biodiversity Net Gain Assessment ref. 220113 1342 BNG V1B by Wharton Natural Infrastructure Consultants dated October 2022

BREEAM Assessment ref. 20576-HYD-XX-XX-RP-BR-0001 P03 by Hydrock dated October 2022

Circular Economy Statement (revised) by Savills dated August 2022

Construction Environmental Management Plan ref. SP_117_Alliance Park Rev. 05 by Sweet Projects dated March 2022

Daylight and Sunlight Assessment 'Internal Amenity Report' ref. 5187 by eb7 dated October 2022

Design and Access Statement ref. NWA-0495-SW-XX-REP-A-00001 to 00007 by NWA dated October 2022

Drainage Strategy and Maintenance Schedule ref. C20576-HYD-00-XX-TN-C-1000 P04 by Hydrock dated October 2022

Energy Statement ref. 21.1647/AFB/LC Rev. K by Paragon dated September 2023

External Lighting Strategy Report ref. 13S-0495-SW-XX-REP-E-61300 P03 by Gratte Brothers dated June 2022

Fire Statement ref. S21044680 Issue No: 05 by Bureau Veritas dated October 2022

Flood Risk Assessment ref. 20576-HYD-XX-XX-RP-FR-0001 P05 by Hydrock dated March 2022

Health Impact Assessment by Savills dated April 2022

Heritage, Townscape and Visual Impact Assessment by Savills dated March 2022

Heritage, Townscape and Visual Impact Assessment Technical Note by Savills dated October 2022

Heritage, Townscape and Visual Impact Assessment Addendum Note by Savills dated September 2022

Noise and Vibration Assessment ref. 20576-HYD-XX-XX-RP-AC-1001-P02 by Hydrock dated March 2022

Noise Technical Design Note ref. 20576 by Hydrock dated October 2022

Outline Construction Logistics Plan ref. 20576-HYD-XX-XX-RP-TP-7001 P04 by Hydrock dated March 2022

Outline Delivery and Servicing Plan ref. 20576-HYD-XX-XX-8001 P03 by Hydrock dated October 2022

Pedestrian Level Wind Microclimate assessment by Urban Microclimate dated October 2022

Phase 2 Ground Investigation Report 21.1647/AH/LSG Rev 1 by Paragon dated June 2022

Planning and Economic Benefit Statement Note by Savills dated March 2022

Planning Fire Safety Strategy Report ref. S21044680 Issue No: 07 by Bureau Veritas dated December 2022

Preliminary Ecological Appraisal ref. 210921 1342 PEA V1A by Wharton Natural Infrastructure Consultants dated March 2022

Site Waste Management Plan ref. SP_117 Rev 01 by Sweet Projects dated March 2022

Sustainability Statement ref. 21.1647/AA/LC Rev. H by Paragon dated October 2022

Transport Assessment ref. 20576-HYD-XX-XX-RP-TP-5001 P05 by Hydrock dated October 2022

Travel Plan ref. 18152-HYD-XX-XX-RP-TP-6001 P05 by Hydrock dated July 2022

Utilities Statement ref. 20576-HYD-XX-XX-RP-Y-3000 P06 by Hydrock dated October 2022

Whole Life-Cycle Cycle Assessment (revised) by Savills dated August 2022

Reason: For the avoidance of doubt and in the interests of proper planning.

3. Development parameters - compliance

The development hereby permitted shall comprise three new buildings - an ancillary office block with a maximum height of 44 metres above ground level; a block accommodating two adjoining data halls with a maximum height of 41.5 metres above ground level; and a visitor centre with a maximum height of 6.8 metres above ground level; and the floorspace of the entire development shall not exceed 38,144 sqm.

Reason: For the avoidance of doubt and in the interest of proper planning.

4. 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'.

5. Contaminated land site investigation – prior to commencement

(i) No development shall commence, including any works of demolition, until there has been submitted to and approved in writing by the Local Planning Authority:

(a) a desk top study documenting all the previous and existing land uses of the site and adjacent land in accordance with national guidance as set out in 'Model Procedures for the Management of Land Contamination' Contaminated Land Report 11, 'Guidance for the Safe Development of Housing on Land Affected by Contamination R&D66: 2008' and BS10175:2011 (+A1:2013) – 'Investigation of Potentially

Contaminated Sites - Code of Practice'; and, unless otherwise agreed in writing by the Local Planning Authority;

- (b) a site investigation report documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the desk top study in accordance with BS10175:2011 (+A1:2013); and if required pursuant to parts a) and b) in the opinion of the Local Planning Authority;
 - (c) 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) (c) 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) (c) above confirming that any remediation scheme required and approved under the provisions of paragraph (i) (c) 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) (c).

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 OPDC Local Plan (2022) 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.

6. Construction and Environmental Management Plan (CEMP) – prior to commencement

No development shall not commence, including any works of demolition, until an updated detailed Construction and Environmental Management Plan (CEMP) 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) air quality mitigation measures, including dust suppression.
- (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 control the emission of dust and dirt during construction;
- (vii) site lighting details;
- (viii) site drainage control measures;
- (ix) a scheme for recycling/disposing of waste resulting from demolition and construction works; and
- (x) Membership of the Considerate Constructors Scheme.

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 and to protect the amenity of local residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity, and safeguarding', D14 'Delivering good design' and SI 1, 'Improving air quality' and OPDC Local Plan (2022) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'. The details are required prior to commencement because demolition works must be addressed in the CEMP.

7. Construction Logistics Plan - prior to commencement

No development shall commence, including any works of demolition, until a detailed updated Construction Logistics Plan (CLP) 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; and
- (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; and
- (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 (2022) policy T7 'Deliveries, Servicing and Construction' and OPDC Local Plan (2022) T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

8. Circular Economy – prior to above ground works

No above ground works shall commence until an updated Circular Economy Statement, that shall include details of the predicted destination of all waste streams, has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved updated Circular Economy Statement.

Reason: To ensure the development contributes towards the principles of the circular and sharing economy in accordance with London Plan (2021) Policy SI 7 'Reducing waste and supporting the circular economy', and OPDC Local Plan (2018-2038) Policy EU7 'Circular and Sharing Economy'.

9. Materials – prior to above ground works

No above ground works shall commence until:

- a. samples of all external materials, including windows, doors and glazing, and elevation drawings annotated to show where the materials are to be located have been submitted to and approved in writing by the Local Planning Authority; and
- b. sample panels have been constructed on site to show the typical building façades, and have been made available for inspection and approved in writing by the Local Planning Authority.

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

Reason: To ensure that the appearance of the development contributes positively to the character and appearance of the area in accordance with London Plan (2021) policy D4 'Delivering Good Design and OPDC Local Plan (2022) policy D3 'Well Designed Buildings'.

10. Secured by Design – prior to above ground works

Prior to the commencement of above ground works, details of the 'Secured by Design' measures to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate how the Development incorporates the principles and practices of Secured by Design. The development shall only be carried out in accordance with the approved details.

In aiming to satisfy this condition the applicant should seek the advice of the local Metropolitan Police Crime Prevention Design advisor.

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).

11. Hard and soft landscaping – prior to above ground works

No above ground works shall commence until a hard and soft landscaping scheme for all private, public and communal amenity spaces on the site has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of:

- (i) all materials and hard landscaping;
- (ii) external lighting;
- (iii) street furniture;
- (iv) a planting schedule (that shall give priority to the selection of native tree species) showing the number, size, species and location of trees and shrubs;
- (v) biodiversity enhancements;
- (vi) existing and proposed site levels;
- (vii) a programme for the planting of soft-landscaping and;
- (viii) a maintenance and management plan to cover a five year period following completion of the landscaping scheme.

The development hereby permitted shall not be occupied until the landscaping scheme, including the pocket park shown on drawing No. 1613/005 Rev. C, has been implemented in full accordance with the approved scheme and it shall thereafter be permanently retained. 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', and OPDC Local Plan (2022) policies D1 'Public realm' and EU2 'Urban Greening and Biodiversity'.

12. Cycle parking details – prior to above ground works

No above ground works shall commence until details of secure cycle storage to show compliance with the London Cycling Design Standards have been submitted to and approved in writing by the Local Planning Authority. The cycle stores shall include a proportion of cycle parking bays designed to accommodate larger bicycles and tricycles in accordance with the guidance provided in Section 8.2.1 of the London Cycling Design Guidance. No part of the development shall be brought into use until the cycle parking has been provided in accordance with the approved details. The cycle parking shall thereafter be made available at all times and shall not be used for any other purpose.

Reason: To ensure adequate and inclusive provision of cycle parking in the interests of supporting sustainable modes of transport in accordance with London Plan (2021) policies T5 'Cycling' and D5 'Inclusive Design' and OPDC Local Plan (2022) policies T3 'Cycling' and D2 'Inclusive Design'.

13. Fire Strategy – prior to above ground works

Prior to the commencement of above ground works, an updated Fire Strategy produced by the appointed and suitably qualified fire safety engineers confirming compliance with Part B of Schedule 1 to the Building Regulations 2010 (as amended) shall be submitted to and approved by the Local Planning Authority, in consultation with the London Fire Brigade. The Strategy shall include a statement confirming that the fire fighting and evacuation lifts will be operational prior to the occupation of the building. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is safe in relation to fire safety in accordance with Policy D12 of the London Plan (2021).

14. BREEAM review report – prior to above ground works

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.

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) policy 5.2 'Minimising Greenhouse Gas Emissions' and OPDC Local Plan (2022) policy EU8 'Sustainable Materials' and policy EU9 'Minimising Carbon Emissions and Overheating'.

15. Circular economy – prior to occupation

Prior to the occupation of the development, a postconstruction monitoring report shall 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, 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.

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials

16. Delivery and Servicing Plan – prior to occupation

No part of the development shall be brought into use until a revised Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The revised 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 avoid blocking the highway network and to protect the amenity of people in neighbouring properties in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity and safeguarding' and T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) Policies T1 'Roads and Streets' and T7 'Freight, Servicing and Deliveries'.

17. Operational Waste Management Plan – prior to occupation

Prior to the occupation of the development, an updated Operational Waste Management Plan that shall include details of measures to minimise waste, and details of sufficient onsite waste storage capacity for the waste and recycling generated during the operational phase of the development, shall be submitted to and approved in writing by the Local Planning Authority. The plan shall thereafter be adhered to at all times for the lifetime of the development.

Reason: To ensure that adequate arrangements have been made for the storage and collection of waste and recycling in accordance with London Plan (2021) Policies SI 7 'Reducing waste and supporting the circular economy', SI 8 'Waste capacity and net waste self-sufficiency' and T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) Policy EU7 'Circular and Sharing Economy'.

18. Whole life-cycle carbon – prior to occupation

Prior to the occupation of the development the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. The post-construction assessment should be submitted to the GLA at: ZeroCarbonPlanning@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.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

19. External lighting approved details – prior to occupation

Prior to the occupation of the development the external lighting specified within the submitted External Lighting Strategy Report Rev. P03 shall be installed, and the maximum luminance of any external light shall not exceed that stated within the report, unless otherwise agreed by the Local Planning Authority. The approved lighting shall thereafter be maintained.

Reason: In the interests of the amenities of occupiers of the development, the appearance of the site, and to prevent light pollution in accordance with Policies D1, D3, and D5 of the Local Plan.

20. Green roofs – prior to occupation

The biodiverse green roofs indicated on drawing No. 1613/001 I shall be installed prior to the occupation of the development and thereafter maintained.

Reason: In the interests of reducing surface water run off and enhancing biodiversity and in accordance with Policy EU2 of the Local Plan.

21. Vehicular access implementation – prior to occupation

The vehicular access and egress to/from the site on Concord Road as shown on drawing No. 1613/001 Rev. I shall be installed prior to the occupation of the development and thereafter maintained.

Reason: To ensure that there is a suitably designed vehicular access serving the site and in accordance with Policy T1 of the Local Plan.

22. Car parking implementation – prior to occupation

No part of the development shall be brought into use until the car parking spaces including dedicated Blue Badge parking indicated on drawing No. 1613/001 Rev. I have been completed and made available for use in full accordance with the approved plans. A minimum of 20% of the car parking spaces shall be installed with active electric vehicle charging points (EVCP) and the remainder shall be provided with 'passive' EVCP. The car parking spaces, including Blue Badge car parking spaces, shall be retained thereafter and 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 (2022) policy T4 'Parking'.

23. Unexpected contamination – compliance

If during construction, contamination not previously identified is found to be present at the Site then no further development (unless otherwise agreed in writing by the LPA), shall be carried out until a method statement identifying, assessing the risk and proposing remediation measures, together with a programme, shall be submitted to and approved in writing by the LPA. The remediation measures shall be carried out as approved and in accordance with the approved programme. If no unexpected contamination is encountered during development works, on completion of works and

prior to occupation a letter confirming this should be submitted to the LPA. If unexpected contamination is encountered during development works, on completion of works and prior to occupation, the agreed information, results of investigation and details of any remediation undertaken will be produced to the satisfaction of and approved in writing by the LPA.

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 OPDC Local Plan (2022) 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.

24. Air quality mitigation – compliance

The Emissions Parameters in the Air Quality Assessment (NO_x and PM emissions rate, discharge velocity, discharge temperature, stack height, stack diameter) should be complied with at all times throughout the lifetime of the development and flues shall discharge vertically without a cowl or similar which would serve to impede dispersion.

The emergency generators should only be operated in emergency circumstances (including power outages) or in connection with testing and servicing, unless otherwise agreed in writing by the Local Planning Authority. The generators shall be fuelled by hydrotreated vegetable oil (HVO) or an alternative fuel with an equivalent or lower level of pollutant emissions only, except where undertaking best endeavours, the operator has been unable to obtain a supply of HVO or an alternative low emission fuel. To minimise the risk of exceedance, the emergency generators should be tested in accordance with the agreed frequency specified in Section 1.1 under 'Hydrock Response' in the 'Technical Note: 20576 – Alliance Data Centre' (Hydrock, 5th September 2022).

Reason: In order to ensure that the operation of the proposed development does not result in any harm to local air quality conditions and in accordance with Policy EU4 of the Local Plan.

25. Noise mitigation – compliance

The data centre shall not be operated other than in accordance with the noise mitigation measures set out within the submitted Noise and Vibration Assessment, ref. 20576-HYD-XX-XX-RP-AC-1001-P03 and the mitigation measures shall be maintained throughout the lifetime of the development.

Reason: In order to prevent noise nuisance to neighbouring occupiers and in accordance with Policy EU5 of the Local Plan.

26. Flood Risk Assessment and Drainage strategy – compliance

All Finished Floor Levels within the development shall be a minimum of 300mm above the adjacent ground level and flood resilience measures shall be adopted up

to a height of 600mm above ground level in accordance with the submitted Flood Risk Assessment ref. 20576-HYD-XX-XX-RP-FR-0001 P05.

The development shall be carried out in accordance with the submitted Drainage Strategy and Maintenance Schedule, ref. C20576-HYD-00-XX-TN-C-1000 Rev. P02 (that sets a maximum surface water discharge rate of 11.5l/s) and this approved strategy and schedule shall thereafter be maintained for the lifetime of the development.

Reason: In order to minimise the risk of surface water flooding and in accordance with Policy EU3 of the Local Plan.

27. Vehicular access restriction – compliance

The vehicular access onto the A40 access road as shown on drawing No. 1613/001 Rev. I shall not be utilised except in emergencies and when required for crane operations associated with maintenance of the site for which it is not possible to utilise the Concord Road egress.

Reason: In the interests of highway safety and in accordance with Policy T1 of the Local Plan.

28. Non-Road Mobile Machinery - compliance

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'.

29. Noisy Working Hours – compliance

Building work which can be heard at the boundary of the site must only be carried out between the following hours:

- 08.00 – 18.00 Monday to Friday;
- 08.00 – 13.00 on Saturdays;
- Not at all on Sundays, bank holidays and public holidays.

Reason: In the interests of the amenity of local residents in accordance with London Plan (2021) policy D14 'Noise' and OPDC Local Plan (2018-2038) Policy EU5 'Noise and Vibration'.

30. Energy Statement – compliance

The development shall be carried out and thereafter maintained in accordance with the on-site energy demand reduction, energy supply and renewable energy measures set out within the submitted Energy Statement ref. 21.1647/AFB/LC Rev. K.

Reason: In the interests of minimising carbon emissions arising from the development and in accordance with London Plan policy SI 2 and OPDC Local Plan policy EU9.

31. BREEAM Certificate - compliance

A BREEAM Certificate confirming the scheme has achieved BREEAM “Excellent” shall be submitted to and approved in writing by the Local Planning Authority within three months of the date of first occupation of the development, or such further period agreed in writing by the Local Planning Authority only in the event that the BREEAM Certification is delayed by the Building Research Establishment.

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) policy 5.2 ‘Minimising Greenhouse Gas Emissions’ and OPDC Local Plan (2022) policy EU8 ‘Sustainable Materials’ and policy EU9 ‘Minimising Carbon Emissions and Overheating’.

32. Circular Economy - compliance

An update to the Circular Economy Statement shall be submitted to the Local Planning Authority and the GLA upon practical completion of the development. The update shall provide a review of the completed development and its commitments to the principles of the circular and sharing economy as set out in the London Plan and OPDC Local Plan.

Reason: To ensure the development contributes towards the principles of the circular and sharing economy in accordance with London Plan (2021) Policy SI 7 ‘Reducing waste and supporting the circular economy’, and OPDC Local Plan (2018-2038) Policy EU7 ‘Circular and Sharing Economy’.

Informatives:

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the MCIL2 Charging Schedule 2019. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Form to OPDC at planningapplications@opdc.london.gov.uk.
3. The applicant is strongly encouraged to make reasonable endeavours to ensure that all workers involved in the construction and operation of the development, either directly employed by the applicant, or employed by a sub-contractor, are paid the London Living Wage.
4. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <https://www.fors-online.org.uk/cms/>.
5. The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read Thames Water's guide ‘working

near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

6. Condition 4 of this planning permission, restricting the use of the development to that of a data centre, applies to the entire site including the ancillary office block, sub-station and visitor centre.

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 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:

In determining this application, 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 has had the opportunity to submit an application that is likely to be considered favourably. In addition the local planning authority was available to provide guidance on how outstanding planning matters could be addressed including at the validation stage. The planning application complies with planning policy and was determined in a timely manner.

Dated this: XX MMMM 2023

Emma Williamson

Director of Planning

Old Oak and Park Royal Development Corporation

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

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice or within 12 weeks in the case of a householder¹ appeal.
- Appeals must be made using the correct form, which is available from the Planning Inspectorate (a copy of which must be sent to Old Oak and Park Royal Development Corporation), or can be completed online.

The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.planningportal.gov.uk/pes. 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.
- 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.

Purchase Notices

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

Please note, this does not include development in the boundary of, or to an existing flat or maisonette.

- 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 (that is where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the district council (or county council which is exercising the functions of a district council in relation to an area for which there is no district council), London borough council or Common Council of the City of London in whose area the land is situated) to purchase his/her interest in the land, in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 (as amended).

Schedule 3

Monitoring Contribution

1 MONITORING CONTRIBUTION

1.1 The Owner shall:

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

Schedule 4

Public Realm, Highways and Transport

1 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 the OPDC's administrative area.

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 to the OPDC prior to first Occupation of the Development.
- 2.3 The Owner shall not Occupy or permit or suffer Occupation of the Development until the Workspace Travel Plan Monitoring Contribution has been paid to the OPDC.
- 2.4 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.

- 2.5 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 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.

3 PUBLIC ACCESS AND OPEN SPACE

- 3.1 The Owner shall during the Occupation of the Development ensure unrestricted public access to the Public Open Space during daylight hours excluding any period when the Terrorism Threat Level is defined as “Critical” by the Joint Terrorism Analysis Centre and the Security Service (or any successor body).
- 3.2 The Owner shall during the Occupation of the Development ensure unrestricted public access to the Concord Road Footway.

4 HIGHWAY REINSTATEMENT

- 4.1 The Owner shall:
- (a) prior to Commencement of the Development submit an initial Schedule of Highway Condition (which shall be by reference to a plan) to the OPDC for approval; and
 - (b) not Commence the Development until the OPDC has approved the initial Schedule of Highway Condition in writing.
- 4.2 Within 20 Working Days of the Development being Practically Complete (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Area), the Owner shall give written notification of such fact to OPDC together with the following information for approval:
- (a) a further Schedule of Highway Condition (which shall be by reference to a plan);
 - (b) a proposed specification for the Highway Reinstatement Works; and
 - (c) a proposed programme for the Highway Reinstatement Works.
- 4.3 Following approval of the details in paragraph 4.2 by the OPDC, the Owner shall, if any Reinstatement Works are reasonably required by the OPDC:
- (a) Use reasonable endeavors to enter into a Highway Agreement with the Borough (as local highways authority) in respect of the Highway Reinstatement Works; and
 - (b) thereafter carry out the Highway Reinstatement Works in accordance with the Highway Agreement referred to in paragraph 4.3(a).

- 4.4 The Owner shall not permit any further Occupation after the Development is Practically Complete until:
- (a) the details required to be submitted pursuant to paragraph 4.2 have been approved in writing by the OPDC;
 - (b) if any Reinstatement Works are reasonably required by the OPDC the Owner has entered into a Highway Agreement in respect of the approved Highway Reinstatement Works; and
 - (c) if any Reinstatement Works are reasonably required by the OPDC the Owner has Practically Completed the Highway Reinstatement Works in accordance with the Highway Agreement referred to in paragraph 4.4(b).
- 4.5 The Owner shall consult with the Borough (as local highway authority) in respect of the approval of the details required to be submitted pursuant to paragraphs 4.1 and 4.2.

5 A40 SERVICE ROAD ACCESS

- 5.1 The Owner shall use reasonable endeavours to enter into a Highway Agreement with the Borough in respect of the construction of the A40 Service Road Access prior to Commencement of the Development.
- 5.2 Subject to the Owner having entered into a Highway Agreement with the Borough pursuant to paragraph 5.1, the Owner shall use reasonable endeavours to construct the A40 Service Road Access to the Borough's adoptable standards in accordance with approved drawings and the Borough's streetscape guidance prior to the Occupation of the Development.
- 5.3 The Owner shall be responsible for maintaining the A40 Service Road Access at its own expense unless and until the Borough adopts it.

Schedule 5

Energy and Environment

1 DECENTRALISED ENERGY NETWORK

- 1.1 From the date of the grant 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 the purpose of supplying heat.
- 1.2 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.
- 1.3 The Owner covenants with the OPDC that:
- (a) the Development is designed and will be 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, including provision of but not limited to the installation of the following infrastructure in accordance with details approved under 1.3(b) of this Schedule which shall be installed prior to first Occupation of the Development:
 - (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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. The responsibility for provision of any secondary network pipework shall be limited to within the demise of the Development;

- (b) prior to the Commencement of the Above Ground Works it shall submit to the OPDC written details of the technical specification and design of the infrastructure identified in paragraphs 1.3(a)(i) to (a)(iv) above (inclusive) for the OPDC's approval PROVIDED ALWAYS that the relevant details shall be deemed to have been approved by the OPDC if it has not approved or provided comments to the Owner within 56 days of receipt;
- (c) it shall use Best Endeavours to connect the Development to a District Heating Network or District Cooling Network as soon as is reasonably practicable after one becomes available, including for the purpose of supplying heat, in accordance with the details approved by OPDC under paragraph 1.3(b); and
- (d) it shall inform the OPDC in writing of the connection date and for the avoidance of doubt the OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network or District Cooling Network

2 CARBON OFFSET CONTRIBUTION

2.1 The Owner shall:

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

3 BE SEEN REQUIREMENTS

- 3.1 Within 8 weeks of the grant of the Planning Permission or a Varied Planning Permission, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it), for the consented development. This should be submitted to the GLA's Energy Monitoring Portal in accordance with the 'Be seen' energy monitoring guidance.

- 3.2 Prior to 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 that 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 to the OPDC and obtain its written approval of a Green Infrastructure and Open Space Strategy and Management Plan prior to the Occupation of the Development.

- 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 Occupation of the Development; and
 - (b) not Occupy or permit or suffer Occupation of the Development until the Air Quality Monitoring Contribution has been paid in full to the OPDC.
- 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.

Schedule 6

Employment, Training and Skills

1 EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTIONS

1.1 The Owner shall:

- (a) pay the Employment, Training and Skills Contribution and the Supply Chain Initiatives Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development the Employment, Training and Skills Contribution and the Supply Chain Initiatives Contribution have been paid in full to the OPDC.

1.2 The OPDC covenants with the Owner to use the Employment, Training and Skills Contribution towards the enhancement of employment, training and skills opportunities for Local Residents and to use the Supply Chain Initiatives Contribution to secure opportunities for Local Businesses to supply and service the construction and end use phases of developments within the OPDC's administrative area.

2 LOCAL EMPLOYMENT

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

- (a) the number of apprenticeships to be provided (being not less than 38) at a salary not less than the London Living Wage;
- (b) the number of paid work placements (being not less than 19) at a salary not less than the London Living Wage); and
- (c) the number of unpaid work placements to be provided (being not less than 19)

and the Owner covenants not to Commence the Development prior to the approval of the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase).

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) throughout the Construction Period;

- (b) ensure the recruitment of Local Residents accounts for at least twenty per cent (20%) of the construction jobs arising from the Development during the Construction Period;
- (c) ensure that during 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 the London Living Wage;
- (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 the Construction Period and for a minimum of 10% of build cost to be paid to these businesses during the Construction Period; and
- (e) ensure that all jobs, apprenticeships and paid work placements arising from the Development during the Construction Period are paid at no less than the London Living Wage.

2.3 Prior to first Occupation of the Development:

- (a) to verify to the OPDC the number of Local Residents employed in construction of the Development;
- (b) to provide proof of construction jobs, 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-contracted or who have provided goods and services during 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 the Development to the OPDC for their written approval the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) that shall include a target of a minimum of 8 initial end use jobs taken up by host Borough residents. The Owner covenants with the OPDC to not Occupy or permit or suffer Occupation of the Development prior to the approval of the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) and 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.

- 2.5 The Owner covenants with the OPDC to ensure that all end use jobs, apprenticeships and paid work placements arising from the Occupation of the Development are paid no less than the London Living Wage.
- 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.

AFFORDABLE WORKSPACE

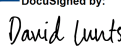
- 3.1 The Owner shall:
- (a) pay the Affordable Workspace Contribution to the OPDC prior to the Commencement of the Development; and
 - (b) not Commence the Development until the Affordable Workspace Contribution has been paid in full to the OPDC.
- 3.2 OPDC covenants with the Owner to use the Affordable Workspace Contribution towards the provision of affordable workspace in the OPDC's administrative area.

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

Authorised Signatory

Name (BLOCK):

Position:

DocuSigned by:

B3865F3937A3476...

Authorised Signatory

Name (BLOCK):

Position:

DocuSigned by:

E5C1A29C542F4A7...

Executed as a deed by **ARK**
ESTATES 3 LIMITED

acting by two Directors or a Director
and Secretary:

Director

DocuSigned by:

AAAD614F991E442...

Director/Secretary

DocuSigned by:

86B3543BBF034B5...