

DATED 13 March **2023**

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) LGP OLD OAK LTD

(3) GRE A.S.K AGENT LIMITED

(4) PROSPECT CAPITAL SECURITY TRUSTEES LIMITED

**DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AND ALL OTHER POWERS
ENABLING RELATING TO
LAND AT MITRE WHARF, 131, SCRUBS LANE, LONDON,
NW10 6QE**



Pinsent Masons

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THIS DEED OF AGREEMENT is made on 13 March 2023

BETWEEN:-

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF ("**OPDC**");
- (2) **LGP OLD OAK LTD** (company number: 13193520) of 16 Great Queen Street, Covent Garden, London, WC2B 5AH (the "**Owner**");
- (3) **GRE A.S.K AGENT LIMITED** (company number: 13557727) of 35 Harley Street, London, W1G 9QU (the "**First Mortgagee**"); and
- (4) **PROSPECT CAPITAL SECURITY TRUSTEES LIMITED** (company number: 12709076) of 16 Great Queen Street, Covent Garden, London, WC2B 5AH (the "**Second Mortgagee**").

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, 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 owner of the freehold interest in the Site as is registered at the Land Registry with title number LN223558 and LN174320.
- (C) The First Mortgagee and the Second Mortgagee have the benefit of registered charges dated 20 September 2021 against the Site under title numbers LN223558 and LN174320.
- (D) The Planning Application was validated by OPDC on 4 April 2022.
- (E) At a meeting of its Planning Committee on 27 October 2022, OPDC resolved to grant the Planning Permission subject to the Owner entering into this Deed without which the Planning Permission would not be granted.
- (F) The parties to this Deed agree that the obligations contained in this Deed meet the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the parties to this Deed 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.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

"1980 Act"	means the Highways Act 1980
"1990 Act"	means the Town and Country Planning Act 1990
"2011 Act"	means the Localism Act 2011
"Additional Affordable Housing Units"	has the meaning given in Schedule 2

“Affordable Housing Units”	has the meaning given in Schedule 1
“Boroughs”	means LBHF, LBB and LBE and “Borough” shall be construed accordingly
“Class”	means a class of the Town and Country Planning (Use Classes) Order 1987 (as amended)
“Commencement”	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission except for the carrying out of any Excluded Works and “Commence” and “Commenced” shall be construed accordingly
“Commercial Floorspace”	means the commercial floorspace to be provided as part of the Development which falls within Class E
“Consumer Prices Index”	means the Consumer Prices Index published by the Office of National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC
“CPZ”	means any controlled parking zone enforced by LBHF from time to time
“Development”	means the development of the Site and all operations and/or works authorised by the Planning Permission or a Varied Planning Permission
“Director”	means the Director of Planning at OPDC
“Excluded Works”	means any works of site clearance or demolition, the erection of fencing and or hoarding, the erection of means of enclosure for the purposes of site security operations, all works in connection with site investigation (including site surveys and ground investigations), creation of temporary accesses, archaeological investigations and works including the preservation and removal of archaeological artefacts, decontamination works, removal of hazardous substances, site clearance and laying and/or diversion of sewers and services
“Expert”	has the meaning given in Clause 20.3
“First Occupation”	means first Occupation of the Development or any part thereof and “First Occupy” shall be construed accordingly
“GLA”	means the Greater London Authority or any successor in statutory function
“Implementation”	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and “Implemented” , “Implement” and “Implementation Date” shall be construed accordingly
“Index”	means the RPI Index

“Index Linked”	means subject to indexation in accordance with Clause 18
“Interest”	means interest at a rate of 4% (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
“LBB”	means the London Borough of Brent
“LBE”	means the London Borough of Ealing
“LBHF”	means the London Borough of Hammersmith and Fulham
“London Plan”	means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time
“Mary Seacole Gardens Route”	means the part of the path shown on Plan 11 within the Site which connects the Site to the land adjacent to the Site known as ‘Mary Seacole Gardens’
“Monitoring Contribution”	the sum of £25,000 (twenty-five thousand pounds) (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed
“Non-Residential Unit”	means a unit of non-residential floorspace comprised within the Development
“Occupation”	means the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and “Occupy” , “Occupying” , “Occupier” and “Occupied” shall be construed accordingly
“Off Site”	means on land outside the Site
“On Site”	means on land within the Site
“Open Market Housing Units”	means the Residential Units excluding the Affordable Housing Units and excluding any Additional Affordable Housing Units (if applicable)
“Parking Permit”	means a permit issued or to be issued in the future by LBHF to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ
“Plan 1”	means the plan attached to this Deed at Appendix 1 marked “Plan 1” showing the Site
“Plan 2”	means the plan attached to this Deed at Appendix 1 marked “Plan 2” showing the London Affordable Rented Housing Units and the London Shared Ownership Housing Units
“Plan 3”	means the plan attached to this Deed at Appendix 1 marked “Plan 3” showing the Highway Reinstatement Works
“Plan 4”	means the plan attached to this Deed at Appendix 1 marked “Plan 4” showing the Highway Reinstatement Area

“Plan 5”	means the plan attached to this Deed at Appendix 1 marked “Plan 5” showing the area in which the Highway Works shall be carried out
“Plan 6”	means the plan attached to this Deed at Appendix 1 marked “Plan 6” showing the Play Space
“Plan 7”	means the plan attached to this Deed at Appendix 1 marked “Plan 7” showing the PAOS
“Plan 8”	means the plan attached to this Deed at Appendix 1 marked “Plan 8” showing the On Site Blue Badge Car Parking Spaces
“Plan 9”	means the plan attached to this Deed at Appendix 1 marked “Plan 9” showing the KRAB Land
“Plan 10”	means the plan attached to this Deed at Appendix 1 marked “Plan 10” showing the Boundary Wall
“Plan 11”	means the plan attached to this Deed at Appendix 1 marked “Plan 11” showing the Mary Seacole Gardens Route
“Plan 12”	means the plan attached to this Deed at Appendix 1 marked “Plan 12” showing the Canal Wall
“Planning Application”	means the application for full planning permission submitted to OPDC and allocated reference number 22/0066/FUMOPDC for the demolition of existing structures and redevelopment of the site to provide two buildings comprising residential units (Use Class C3) above ground and lower ground floor commercial uses (Class E), including car and cycle parking, plant space, landscaping and associated works
“Planning Permission”	means the planning permission to be granted pursuant to the Planning Application in substantially the same form of the draft annexed hereto at Appendix 2
“Practical Completion”	means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and “Practically Complete” and “Practically Completed” shall be construed accordingly
“Requisite Consents”	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other consents under the 1980 Act and/or the obtaining of consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
“Resident”	means an Occupier of a Residential Unit and “Residents” shall be construed accordingly
“Residential Units”	means units of Class C3 residential accommodation forming part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and where applicable the Additional Affordable Housing Units

“RPI Index”	means the All Items Index of Retail Prices published by the Office for National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC
“Site”	means the land at Mitre Wharf, 131, Scrubs Lane, London, NW10 6QE as shown edged red on Plan 1
“Varied Planning Permission”	means any planning permission(s) issued to amend, vary or further vary any of the conditions of the Planning Permission
“Working Day”	means any day of the week other than Saturday Sunday any bank holiday and any public holiday

- 1.2 The Interpretation Act 1978 shall apply to this Deed.
- 1.3 Where referenced in this Deed reference 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.
- 1.4 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.
- 1.5 The table of contents, Clause headings in the body of this Deed, paragraph headings in the Schedules and the titles of plans are for reference purposes only and do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 References in this Deed to the Owner shall include reference to their respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.7 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.8 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.
- 1.13 References to the Site include any part of it.

- 1.14 Any notice, notification, consent, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owner shall within 20 (twenty) Working Days upon written request by OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.
- 1.16 Where in this Deed the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents, the Owner shall:-
- 1.16.1 use reasonable endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.16.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Owner in relation to a Requisite Consent of its own volition and independently of the terms of this Deed pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.16 to avoid or limit the obligation, covenant or undertaking under this Deed for which that Requisite Consent is required.

- 1.17 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:

- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 sections 1, 201 and 205 of the 2011 Act; and
- 2.1.3 all other powers so enabling.

- 2.2 OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3. **NATURE OF OBLIGATIONS**

- 3.1 Subject to Clause 3.2 below, 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 (subject to Clause 19) so as to bind the Owner's freehold interest in the Site (as referred to in Recital (B)) with the intent that they shall be enforceable by 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 The Parties acknowledge and agree that:-

- 3.2.1 the Planning Permission will be granted on the basis that Occupiers of the Residential Units should not be entitled to any Parking Permit that would entitle them to park within any CPZ as at the date of this Deed;
- 3.2.2 paragraph 5 of Schedule 5 prevents Commencement of the Development until the Owner has given a unilateral undertaking to the LBHF pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to secure restrictions on the ability of Occupiers to obtain such Parking Permits, with the intent that such restrictions on Parking Permits shall be enforceable by LBHF 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
- 3.2.3 the obligations in paragraphs 3 to 5 of Schedule 5 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 in any event are covenants also given pursuant to section 201 of the 2011 Act.

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

4. **CONDITIONAL AGREEMENT**

4.1 This Deed is conditional upon:-

- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Implementation of the Planning Permission

save in respect of clauses 1 to 4 (inclusive), 5 (to the extent it relates to any other provision of this Deed mentioned in this clause), 7.1 and 8 to 25 (inclusive) and paragraph 4.1 of Schedule 4 and paragraphs 4.1 to 4.4 of Schedule 5 which shall come into effect immediately upon completion of this Deed.

5. **OBLIGATIONS GIVEN BY THE OWNER**

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

6. **OBLIGATIONS OF OPDC**

- 6.1 OPDC covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of OPDC contained in this Deed.
- 6.2 OPDC covenants with the Owner that it shall use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are paid.
- 6.3 Subject to Clause 6.4, OPDC covenants with the Owner that it will repay to the Owner (or the person who made the payment if not the Owner) such amount of any payment made by the Owner to OPDC under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by OPDC of such payment together with Interest.
- 6.4 Where any payment is made by the Owner to OPDC pursuant to the terms of this Deed OPDC may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other**

Statutory Authority”) and upon payment of monies to such Other Statutory Authority OPDC's requirement to comply with Clauses 6.2 and 6.3 shall cease to apply in respect of those monies.

7. **LEGAL COSTS AND MONITORING**

7.1 The Owner covenants with OPDC to pay upon completion of this Deed OPDC's reasonable and proper legal costs incurred in respect of the Planning Application and the preparation, negotiation and completion of this Deed (inclusive of any reasonable legal costs incurred by external lawyers appointed by OPDC).

7.2 The Owner covenants with OPDC:

7.2.1 to pay the Monitoring Contribution to OPDC prior to Commencement of the Development; and

7.2.2 not to Commence the Development until the Monitoring Contribution has been paid to OPDC.

7.3 The Owner covenants with OPDC that:

7.3.1 on the first anniversary of the date on which Implementation occurred and every 6 (six) months thereafter until the Occupation of the last Residential Unit constructed pursuant to the Planning Permission the Owner shall provide a monitoring report to OPDC (**“Regular Monitoring Report”**) which shall set out the following:

(a) details of progress in relation to each of the obligations contained in this Deed; and

(b) the number, bedroom size and tenure of Residential Units Occupied in the preceding 6 (six) months and in total since Implementation

and the Owner shall provide a final Regular Monitoring Report within 20 (twenty) Working Days of Occupation of the last Residential Unit.

7.3.2 Within 15 (fifteen) Working Days of service of each Regular Monitoring Report on OPDC (or such later date as may either be proposed by the Owner in writing and approved by OPDC or as may be imposed by OPDC and notified in writing to the Owner) the Owner and OPDC shall meet to discuss any defaults in performance as identified by the Regular Monitoring Report and will agree forthwith such remedial action as may be required PROVIDED THAT where the Regular Monitoring Report does not identify any defaults in performance such a meeting shall not be required to be convened.

7.4 The Owner covenants with OPDC to notify OPDC immediately if the Owner has a liquidator, receiver, administrative receiver, administrator, manager or trustee in bankruptcy appointed or a winding up order made or a resolution for voluntary winding up passed or possession taken by or on behalf of any debentures secured by a floating charge or a proposal in respect of the Owner for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or any such appointments, orders, resolutions, possessions or proposals for a voluntary arrangement are threatened.

8. **OWNERSHIP**

8.1 The Owner warrants and undertakes to OPDC that it is the freehold owner of the Site and has full power to enter into this Deed.

8.2 The Owner covenants with OPDC to give OPDC written notice of any change in ownership of any of its interest in the Site or part thereof (save in respect of individual Residential Units or individual Non-Residential Units) occurring before all the obligations under this Deed have

been discharged, such notice to be served within 20 (twenty) Working Days following the change and to give details of the transferee's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the disposal relates.

9. NO ENCUMBRANCES

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

9.2 The Owner shall not encumber or otherwise deal with its interest 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 interest 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 10 (ten) Working Days of this Deed), the Owner shall make applications to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Number referred to in Recital (B) above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide OPDC with written notification as soon as reasonably practicable that such applications have been made.

10.2 If the Owner fails to notify OPDC that it has made the applications in accordance with Clause 10.1, 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 OPDC to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

10.3 The Owner covenants that it 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 OPDC shall request registration of this Deed as a Local Land Charge by LBHF or their successor(s) in statutory function.

11. RIGHT OF ACCESS

Without prejudice to OPDC's statutory rights of entry and subject to reasonable prior notice, the Owner shall permit 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 for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed but subject always to their compliance with the Owner's health and safety and site security rules and regulations from time to time in force and the Owner shall comply with any reasonable request made by OPDC for documentation held by the Owner for such purposes.

12. OWNER TO NOTIFY OPDC

12.1 The Owner covenants with OPDC to notify OPDC in writing of:-

12.1.1 the intended Implementation Date, at least 1 (one) month prior to such intended date;

12.1.2 the actual Implementation Date, within 5 (five) Working Days of such actual date;

- 12.1.3 the intended Commencement Date, at least 1 (one) month prior to such intended date;
- 12.1.4 the actual Commencement Date, within 5 (five) Working Days of such actual date;
- 12.1.5 the anticipated date of Substantial Implementation, at least 1 (one) month prior to such intended date;
- 12.1.6 the intended date for First Occupation of the Development, at least 1 (one) month prior to such intended date;
- 12.1.7 the actual date of First Occupation of the Development, within 5 (five) Working Days of such actual date;
- 12.1.8 the intended date for First Occupation of the first Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.9 the actual date of the First Occupation of the first Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.10 the intended date for Occupation of the 31 Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.11 the actual date of the Occupation of the 31 Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.12 the intended date for Occupation of the 61 Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.13 the actual date of the Occupation of the 61 Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.14 the intended date for Occupation of the 73 Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.15 the actual date of the Occupation of the 73 Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.16 the intended date for Occupation of the 92 Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.17 the actual date of the Occupation of the 92 Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.18 the intended date for Occupation of the 118 Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.19 the actual date of the Occupation of the 118 Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.20 the intended date for Occupation of the 125 Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.21 the actual date of the Occupation of the 125 Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.22 the intended date for Practical Completion of the Development, at least 12 (twelve) months prior to such intended date; and

12.1.23 the actual date of Practical Completion of the Development, within 5 (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 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 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:-

13.1.1 if delivered by hand, the next Working Day after the day of delivery; and

13.1.2 if sent by first class post or recorded delivery post, the day 2 (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 5 (five) Working Days' notice:-

13.2.1 **OPDC:-**

Director of Planning, Old Oak and Park Royal Development Corporation, Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF

13.2.2 **The Owner:-**

FAO James Tregoning, LGP Old Oak Limited, 16 Great Queen Street, Covent Garden, London, United Kingdom WC2B 5AH

13.2.3 **The First Mortgagee:-**

FAO Daniel Benton, GRE A.S.K Agent Limited, 35 Harley Street, London, England W1G 9QU

13.2.4 **The Second Mortgagee:-**

FAO S P Du Toit, Prospect Capital Security Trustees Limited, 16 Great Queen Street, Covent Garden, London, United Kingdom WC2B 5AH and FAO S P Du Toit, Prospect Capital Security, One Liberty Place, Liberty Wharf, La Route de la Liberation, St Helier, Jersey JE2 3NY

13.3 Any notice or other written communication to be given by OPDC shall be deemed valid and effectual if on its face it is signed on behalf of 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 22/0066/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 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 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 OPDC from enforcing any covenants, obligations or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owner.

16. **NO FETTER OF DISCRETION**

Nothing (contained or implied) in this deed shall fetter or restrict OPDC's statutory rights, powers, discretions and responsibilities.

17. **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.

18. **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 Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Index from 27 October 2022 (being the date of the Planning Committee where OPDC resolved to grant the Planning Permission (conditionally)) until the date of each payment (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 Index as at the date the payment is due and as at the date of each payment respectively (provided that for the avoidance of doubt such indexation shall be upwards-only such that indexation pursuant to this Clause shall never result in a sum or value being less than the amount set out in this Deed).

19. **LIABILITY UNDER THE DEED**

- 19.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed:-

19.1.1 to the extent that such breach relates to any part of the Site in which that person has no interest; and/or

19.1.2 which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.

- 19.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of the individual Residential Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee, save in respect of the obligations in:-

19.2.1 paragraphs 5.2, 5.7 and 7 of Schedule 1 (Affordable Housing); and

19.2.2 paragraphs 3.1 and 4.1 of Schedule 5 (*Car and Cycle Parking*)

- 19.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of individual Non-Residential Units or their

mortgagees or successors in title to either the purchase or lessee or Occupier or mortgagee, save in respect of the obligations in:-

19.3.1 paragraphs 3.1 and 4.1 of Schedule 5 (*Car and Cycle Parking*); and

19.3.2 paragraph 2.3 of Schedule 6 (*Framework Travel Plan*).

19.4 Subject to paragraphs 6 and 7 of Schedule 1, no obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Owner's interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owner.

19.5 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.

20. **DISPUTES**

20.1 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 (twenty) Working Days of the Dispute arising.

20.2 Failing the resolution of any such Dispute within the said 20 (twenty) 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 20 on the reference of any of the parties to the Dispute.

20.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least 10 (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 10 (ten) Working Days following a failure of the parties to resolve the Dispute within the period set out in Clause 20.1, then any party may request:-

20.3.1 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;

20.3.2 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;

20.3.3 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;

20.3.4 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;

20.3.5 if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; and

20.3.6 in all other cases, the President of the Law Society to nominate the Expert.

20.4 If the Dispute shall relate to matters falling within two or more of Clauses 20.3.1 to 20.3.6 (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 20.3.1 to 20.3.6 (inclusive) to act as joint Experts.

- 20.5 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 (in the absence of manifest error or fraud).
- 20.6 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 30 (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.
- 20.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 20.7.1 he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - 20.7.2 he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in Clause 20.7.1 to make counter-representations;
 - 20.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
 - 20.7.4 he shall provide the parties with a written decision (including his reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;
 - 20.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
 - 20.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 20.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.
- 20.9 Where OPDC or the External Consultant's satisfaction, decision, approval, opinion or notice is expressed to be required under any provision of this Deed, a determination by the Expert in relation to such satisfaction, decision, approval or notice shall constitute such satisfaction, decision, approval, opinion or notice for the purposes of such provision.
21. **MISCELLANEOUS PROVISIONS**
22. The parties to this Deed agree with one another to act reasonably and in good faith in the fulfilment of this Deed.
- 22.1 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 a Varied Planning Permission) granted after the date of this Deed.
- 22.2 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:-
- 22.2.1 expires without the Development having been Implemented; or

22.2.2 is quashed, revoked or (without the consent of the Owner) modified.

- 22.3 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
- 22.4 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.
- 22.5 No variation to this Deed shall be effective unless made by deed.
- 22.6 Subject to clause 6.3, all Interest earned on sums paid to OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.
- 22.7 Nothing in this Deed shall imply any obligations on the part of OPDC to any person to ensure that the Development is properly constructed.

23. **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.

24. **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.

25. **MORTGAGEE'S CONSENT**

- 25.1 The First Mortgagee and Second Mortgagee each acknowledges and declares that:-

- 25.1.1 this Deed has been entered into by the Owner with its consent;
- 25.1.2 the Site shall be bound by the obligations contained in this Deed; and
- 25.1.3 the security of the Mortgagee over the Site shall take effect subject to this Deed.

- 25.2 The parties to this Deed agree that the First Mortgagee and the Second Mortgagee, being full members of the Council of Mortgage Lenders or otherwise approved in writing by OPDC on a case-by-case basis will only be liable for any breach of the provisions of this Deed during such period as it is a mortgagee in possession of the whole or any part of the Site when it becomes bound by the obligations as if it were a person deriving title from the Owner. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Site save for any prior breach for which it shall continue to be liable.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed

SCHEDULE 1

AFFORDABLE HOUSING

1. DEFINITIONS

“Additional Affordable Housing Units”	means the Open Market Housing Units to be converted to Affordable Housing pursuant to any Additional Affordable Housing Scheme to be approved under the provisions of Schedule 2 and “Additional Affordable Housing” shall be construed the same
“Additional Affordable Housing Scheme”	has the same meaning as in Schedule 2 to this Deed
“Affordable Housing”	means housing including London Affordable Rented Housing and London Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
“Affordable Housing Provider”	means: (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing in each case either nominated or approved by OPDC (such approval not to be unreasonably withheld or delayed); or an Approved Housing Provider; or LBHF.
“Affordable Housing Units”	means the 25 Residential Units to be provided as Affordable Housing and “Affordable Housing Unit” shall be construed accordingly
“Approved Housing Provider”	means a housing provider listed in Schedule 13 to this Deed
“Chargee”	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee

to realise its security or any administrator (howsoever appointed) including a housing administrator

“Date of Deemed Service” means, in each instance where a Chargee has served a Default Notice under paragraph 7.1.1 of this Schedule:

- (a) in the case of service by delivery by hand of the Default Notice to OPDC’s offices at Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF, Monday to Friday between 10am and 2pm, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to OPDC’s offices at Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail)

PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to OPDC (by Royal Mail proof of delivery or otherwise)

“Default Notice” means a notice in writing served on OPDC by the Chargee under paragraph 7.1.1 of this Schedule of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

“Disposal” has the meaning give to it in Schedule 2

“Eligible Purchaser” means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the GLA Shared Ownership Income Cap

“GLA Shared Ownership Income Cap” means the relevant annual gross Household Income upper limit for London Shared Ownership Housing specified in the London Plan Annual Monitoring Report applicable at the time that the Owner is disposing of the relevant London Shared Ownership Housing Unit (such limit being £90,000 at the date of this Deed)

“Habitable Room” means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

“Habitable Room Schedule” means the Schedule contained at Appendix 4 to this Deed setting out where the Habitable Rooms are to be provided within the Affordable Housing Units

“Household” means, in relation to a person “A”, A and all other persons who would, after purchasing or renting (as appropriate) an Affordable Housing Unit share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons

“Household Income” means:

- (a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household; and
- (b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers' Households

"Intention Notice" means a notice in writing served on the Chargee by OPDC under paragraph 7.2 of this Schedule that OPDC is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"London Affordable Rented Housing" means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

- (a) including Service Charges, up to 80% (eighty per cent) of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

"London Affordable Rented Housing Units" means the 5 Affordable Housing Units shown on Plan 2 to be made available for London Affordable Rented Housing in accordance with this Schedule 1 together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing and **"London Affordable Rented Housing Unit"** shall mean any one of them

"London Design Standards" means the applicable housing design standards set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (2016) and the Mayor of London's and Homes and Communities Agency's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time

"London Plan Annual Monitoring Report" means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy

"London Shared Ownership Housing" means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28% (twenty eight per cent) of the GLA Shared Ownership Income Cap (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) and

“London Shared Ownership Lease” and “London Shared Ownership Lessee” shall be construed accordingly

“London Shared Ownership Housing Units”	means the 20 Affordable Housing Units as shown on Plan 2 to be made available for London Shared Ownership Housing in accordance with this Schedule 1 together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing and “Shared Ownership Housing Unit” shall mean any one of them
“Marketing Commencement Date”	means the date notified by the Owner to OPDC pursuant to paragraph 5.4 of this Schedule from which marketing of the London Shared Ownership Housing Units can first commence
“Marketing Period”	means in relation to each London Shared Ownership Housing Unit the period of 3 (three) months commencing no earlier than the Marketing Commencement Date and no later than the Completion of the London Shared Ownership Housing Unit
“Mayor’s Funding Guidance”	means “Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance
“Moratorium Period”	means, in each instance where a Chargee has served a Default Notice under paragraph 7.1.1 of this Schedule, the period from (and including) the Date of Deemed Service on OPDC of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and OPDC)
“Option”	means the option to be granted to OPDC (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 7.3 of this Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
“Rent Nominations Agreement”	and means an agreement to be entered into between the Affordable Housing Provider and the Boroughs substantially in the form attached at Appendix 3 and providing the Boroughs with nomination rights in respect of the Affordable Housing Units as follows: (a) London Affordable Rent Housing Units: 3 to LBHF, 1 to LBE and 1 to LBB
“Rent Standard”	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
“RTA Purchaser”	means a tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time

entitling tenants of an Affordable Housing Provider to purchase their homes

- “Service Charges”** means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit
- “Social Rented Housing”** means housing owned and managed by Affordable Housing Providers and let at Target Rents;
- “Staircasing”** means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% (one hundred per cent) equity and **“Staircased”** shall be construed accordingly
- “Sums Due”** means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
- “Target Rents”** means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time
- “Transfer”** either the transfer of the freehold interest or the grant of a lease of (a minimum) 125 (one hundred and twenty five) year leasehold interest and **“Transferred”** shall be construed accordingly

2. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 2.1 The Owner shall provide the Affordable Housing Units in accordance with the Habitable Room Schedule and the remaining paragraphs of this Schedule.
- 2.2 Nothing in this Deed shall preclude the use and occupation of any Residential Unit as Affordable Housing.

3. AFFORDABLE HOUSING PROVIDER

- 3.1 The Owner must submit to OPDC (and obtain its approval of) details of any company or organisation (that is not LBHF or an Approved Housing Provider) that it wishes to be an Affordable Housing Provider for the purposes of this Deed.
- 3.2 The Owner shall not Occupy more than 31 of the Open Market Housing Units until:
- 3.2.1 the Owner has entered into an agreement with an Affordable Housing Provider for the Transfer of the Affordable Housing Units;
- 3.2.2 the Affordable Housing Provider referred to in paragraph 2.1 has entered into a Rent and Nominations Agreement for the London Affordable Rented Housing Units to provide the Boroughs with nomination rights in respect of 100% (one hundred per cent) of the London Affordable Rented Housing Units for the life of the Development and evidence of the same has been provided to OPDC's satisfaction.

- 3.3 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Owner in this Schedule in relation to those Affordable Housing Units shall only be binding on and shall be observed and performed by the Affordable Housing Provider as the Owner's successor in title and where any obligation is expressed as an obligation on the Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

4. **AFFORDABLE HOUSING PROVISION**

- 4.1 The Owner shall unless otherwise agreed in writing with OPDC provide the Affordable Housing Units in the locations shown on Plan 2 in accordance with the following tenure and unit size mix:-

	1 bed, 2 person	2 bed, 3 person	2 bed, 4 person	3 bed, 4 person	3 bed, 5 person	Total
London Affordable Rented Housing Units	0	0	1	2	2	5 (five)
London Shared Ownership Housing Units	2	7	7	2	2	20 (twenty)

- 4.2 The Owner shall ensure that the Affordable Housing Units are designed and constructed:-
- 4.2.1 in accordance with the London Design Standards; and
- 4.2.2 to be tenure blind from the Open Market Housing Units.
- 4.3 The Owner shall not Occupy more than 61 of the Open Market Housing Units until 13 of the Affordable Housing Units have been:
- 4.3.1 Practically Completed in accordance with the covenants and obligations in this Schedule and made ready for Occupation; and
- 4.3.2 subject always to paragraph 4.5, Transferred to the Affordable Housing Provider.
- 4.4 The Owner shall not Occupy more than 92 of the Open Market Housing Units until all of the Affordable Housing Units have been:
- 4.4.1 Practically Completed in accordance with the covenants and obligations in this Schedule and made ready for Occupation; and
- 4.4.2 subject always to paragraph 4.5, Transferred to the Affordable Housing Provider.
- 4.5 In the event that the Owner is an Affordable Housing Provider paragraphs 4.3.2 and 4.4.2 shall not apply.
- #### 5. **ELIGIBILITY CRITERIA AND OCCUPATION RESTRICTIONS**
- 5.1 It is agreed that the restrictions contained in this paragraph 5 shall be subject to the provisions of paragraph 6.

London Affordable Rented Housing Units

- 5.2 The London Affordable Rented Housing Units shall not be Occupied for any purpose other than for London Affordable Rented Housing for the lifetime of the Development and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

Shared Ownership Units

- 5.3 Prior to the Disposal or First Occupation of any London Shared Ownership Unit the Owner shall submit and obtain the approval of OPDC to a scheme containing the following information:
- 5.3.1 details of how rent and/or mortgage payments and service and estate charges in relation to the London Shared Ownership Housing Units will be affordable to households who meet the GLA Shared Ownership Income Cap; and
 - 5.3.2 details of how the London Shared Ownership Housing Units will be marketed to households who meet the GLA Shared Ownership Income Cap, including how priority will be given to the following groups in the following order of preference:
 - (a) Eligible Purchasers within LBHF;
 - (b) Eligible Purchasers within LBB and LBE; and
 - (c) Eligible Purchasers in any other London Borough.
- 5.4 The Owner shall not commence the marketing of any London Shared Ownership Housing Units unless and until it has notified OPDC of the date on which the marketing of London Shared Ownership Housing Units will commence PROVIDED THAT such date shall not be prior to OPDC's approval of the scheme required to be submitted pursuant to paragraph 5.3.
- 5.5 Subject always to paragraph 5.6 below, the Owner covenants to use reasonable endeavours during the relevant Marketing Period, to dispose of the London Shared Ownership Housing Units to households whose annual incomes do not exceed the corresponding GLA Shared Ownership Income Cap in accordance with the scheme approved pursuant to paragraph 5.3 above.
- 5.6 If at the end of the relevant Marketing Period, a London Shared Ownership Housing Unit is not the subject of an accepted offer to purchase by a household whose annual household income does not exceed the corresponding GLA Shared Ownership Income Cap:
- 5.6.1 the Owner shall submit a written report to OPDC detailing the steps it has taken in using its reasonable endeavours to dispose of that London Shared Ownership Housing Unit to households that fall within the corresponding GLA Shared Ownership Income Cap as required by paragraph 5.5; and
 - 5.6.2 the relevant London Shared Ownership Housing Unit may thereafter be disposed of to a household whose annual household income does not exceed the GLA Shared Ownership Income Cap.
- 5.7 The London Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100% (one hundred per cent) equity in respect of a particular London Shared Ownership Housing Unit.

6. EXCLUSION OF LIABILITY

6.1 The obligations and restrictions contained in paragraph 5 of this Schedule shall not bind:-

- 6.1.1 a Chargee of the whole or any part of the Affordable Housing and/or Additional Affordable Housing (if applicable) who has first complied with the provisions of paragraph 7;
- 6.1.2 any RTA Purchaser;
- 6.1.3 any voluntary right to buy purchaser exercising a voluntary right to buy or acquire in accordance with a voluntary right to buy scheme promoted by the GLA;
- 6.1.4 any mortgagee or chargee of a Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a Shared Ownership Lease;
- 6.1.5 any lessees of a London Shared Ownership Housing Unit where the lessee has acquired 100% (one hundred per cent) of the equity in such unit through Staircasing; or
- 6.1.6 any person or body deriving title through or from any of the parties mentioned in paragraphs 1.1 to 1.4.

7. CHARGE IN POSSESSION

7.1 In order to benefit from the protection granted by paragraph 6.1.1, a Chargee must:

- 7.1.1 serve a Default Notice on OPDC by delivery by hand to OPDC's offices at Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF, Monday to Friday between 10am and 2pm or using first class registered post to OPDC's offices at Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF in either case addressed to the Director of Planning and Head of Legal Services of OPDC prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
- 7.1.2 when serving the Default Notice, provide to OPDC official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
- 7.1.3 subject to paragraph 7.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 7.3 below.

7.2 From the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, OPDC may serve an Intention Notice on the Chargee.

7.3 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between OPDC and the Chargee), the Chargee will grant OPDC (and/or OPDC's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

- 7.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 7.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 7.4.2 below or determined in accordance with paragraph 7.5 below;

- 7.3.3 provided that the purchase price has been agreed in accordance with paragraph 7.4.2 below or determined in accordance with paragraph 7.5 below, but subject to paragraph 7.3.4 below, OPDC (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 7.3.4 the Option will expire upon the earlier of (i) notification in writing by OPDC (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 7.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 7.4 Following the service of the Intention Notice:
 - 7.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by OPDC (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 7.4.2 OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
 - (b) (unless otherwise agreed in writing between OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 7.5 On the date falling 10 (ten) Working Days after service of the Intention Notice, if OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 7.4.2(a) above:
 - 7.5.1 OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 7.5.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 7.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 7.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;
 - 7.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 7.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

- 7.5.6 the independent surveyor shall make his/her decision and notify OPDC, OPDC's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 7.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 7.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraph 5 of this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
 - 7.6.1 OPDC has not served an Intention Notice before the date falling 1 (one) calendar month after the first day of the Moratorium Period;
 - 7.6.2 OPDC (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 7.6.3 OPDC (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 7.7 OPDC (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 7.1 to 7.6 above (inclusive).

SCHEDULE 2

VIABILITY REVIEW

PART 1

DEFINITIONS

“Additional Affordable Housing Scheme”	means a scheme to be prepared by the Owner and submitted to OPDC in accordance with the provisions of this Schedule detailing the Additional Affordable Housing Units to be provided and which: (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit with reference to plans and drawings approved as part of the Planning Application; (c) provides a timetable for construction and delivery of the Additional Affordable Housing Units; (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.6 of this Schedule applies; (e) ensures that no part of the Development will comprise solely or substantially of Open Market Housing Units; and (f) ensures that at least 10% of the Additional Affordable Housing Units (rounding up to the next whole Unit) are accessible or easily adaptable for wheelchair users across all tenures and unit sizes
“Additional Affordable Housing Units”	means the Open Market Housing Units to be converted to Affordable Housing pursuant to any Additional Affordable Housing Scheme to be approved under paragraph 3 and “Additional Affordable Housing” shall be construed the same
“Affordable Housing Target Tenure Split”	means 30% London Affordable Rented Housing Units and 70% London Shared Ownership Housing Units (measured by Habitable Room)
“Application Stage Breakeven Build Costs”	means £43,685,171 (forty three million six hundred eighty five thousand one hundred and seventy one pounds) being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal
“Application Stage Breakeven GDV”	means £76,212,091 (seventy six million two hundred and twelve thousand and ninety one) being the estimated gross development value of the Development established by the Application Stage Viability Appraisal and which takes into account any Public Subsidy
“Application Stage Viability Appraisal”	means the breakeven appraisal dated 24 November 2022 that was submitted in relation to the Planning Application and independently assessed by OPDC
“Average London Affordable Rent Housing Value”	means the average value of London Affordable Rented Housing at the Relevant Review Date based on the relevant information provided to

establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by OPDC and the Owner

“Average Market Value” **Open Housing** means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by OPDC and the Owner

“Average Ownership Value” **Shared Housing** means the average value of London Shared Ownership Housing floorspace per square metre at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by OPDC and the Owner

“Block 1” means Block 1 as indicated on Plan 1

“Block 2” means Block 2 as indicated on Plan 1

“Build Costs” means the build costs comprising construction of the Development supported by evidence of these costs to OPDC's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices or other reasonable evidence of costs incurred;
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent;
- (d) in relation to the Late Stage Review Build Costs, any payment paid or payable under paragraph 3.6 of Part 2 of Schedule 2; and
- (e) where the Development is delivered by the Owner as constructor via a construction management or self-build approach, prelims and overheads incurred (fixed at 15.75% and 6%, respectively, of the Build Costs less costs falling under this limb)

but for the avoidance of doubt build costs exclude (other than as provided for in (e)):

- (i) professional, finance, legal and marketing costs;
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and
- (iii) any costs arising from Fraudulent Transactions

“Component” means a part of the Development including but not limited to:

- (a) Open Market Housing Units;
- (b) Affordable Housing Units;
- (c) Additional Affordable Housing Units;
- (d) Commercial Floorspace;

“Development Viability Information”

- (e) any other floorspace;
 - (f) property; and
 - (g) land
- means
- (a) in respect of Formula 1b:
 - (i) Early Stage Review GDV; and
 - (ii) Early Stage Review Build Costs;
 - (b) in respect of Formula 2:
 - (i) Average Open Market Housing Value
 - (ii) Average London Affordable Rent Housing Value; and
 - (iii) Average Shared Ownership Housing Value;
 - (c) in respect of Formula 3:
 - (i) Late Stage Review Actual GDV;
 - (ii) Late Stage Review Actual Build Costs;
 - (iii) Late Stage Review Estimated GDV; and
 - (iv) Late Stage Review Estimated Build Costs; and
 - (d) in respect of Formula 4:
 - (i) Average Open Market Housing Value
 - (ii) Average London Affordable Rent Housing Value; and
 - (iii) Average Shared Ownership Housing Value;

and including in each case supporting evidence to OPDC’s reasonable satisfaction

“Disposal”

means:

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a term of less than 125 (one hundred and twenty five) years of a Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and **“Dispose”**, **“Disposals”** and **“Disposed”** shall be construed accordingly

“Early Review”

Stage

means the upwards only review of the financial viability of the Development at the Early Stage Review Date in accordance with paragraphs 2 and 3 of

this Schedule to determine whether Additional Affordable Housing can be provided as part of the Development

“Early Stage Review Build Costs” means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and
- (b) the Build Costs actually incurred

at the Early Stage Review Date

“Early Stage Review Date” means the date of the submission of the Development Viability Information pursuant to paragraph 2

“Early Stage Review GDV” means the sum of:

- (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and
- (b) all Public Subsidy and any Development related income from any other sources to be assessed by OPDC excluding any Public Subsidy repaid by the Owner to OPDC and/or the GLA (as applicable)

“External Consultant” means the external consultant(s) appointed by OPDC to assess the Development Viability Information

“Formula 1b” means the following formula to be applied at any Early Stage Review for determining surplus profit available for Additional Affordable Housing:

$$\text{“Surplus profit”} = ((A - B) - (C - D)) - P$$

Where:

- A =** Early Stage Review GDV (£)
- B =** Application Stage GDV (£)
- C =** Early Stage Review Build Costs (£)
- D =** Application Stage Build Costs (£)
- P =** $(A - B) * Y$
- Y =** Target Return (%)

Notes:

(A – B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV which shall be no less than zero.

“Formula 2”

means the following formula for determining the amount of Additional Affordable Housing where the application of Formula 1b identifies a surplus profit:

$X =$ Additional London Affordable Rented Housing requirement (Habitable Rooms)

$X = ((E * F) \div (A - B)) \div D$

$Z =$ Additional London Shared Ownership Housing requirement (Habitable Rooms)

$Z = ((E * G) \div (A - C)) \div D$

Where:

A = Average Open Market Housing Value (£ per m²)

B = Average London Affordable Rented Housing Value (£ per m²)

C = Average London Shared Ownership Housing Value (£ per m²)

D = Average Habitable Room size for the Development being [●]m²

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1b (£)

F = 30% Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing (%)

G = 70% Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Shared Ownership Housing (%)

“Formula 3”

means the following formula to be applied at any Late Stage Review for determining surplus profit available for affordable housing contribution

$X =$ Late Stage Review Contribution

$X = ((A + B - C) - (D + E - F) - P) * 0.6$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C = Application Stage Breakeven GDV (£)

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F = Application Stage Breakeven Build Costs

P = $(A + B - C) * Y$

Y = Target Return (%)

Notes:

(A + B - C) represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

(D + E – F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV which shall be no less than zero.

0.6 represents the 60 per cent of the surplus profit to be used by OPDC for additional affordable housing, after the Owner's profit (P) has been deducted.

“Formula 4”

means the following formula for determining the Late Stage Review Cap

X = Late Stage Review Cap

X =
$$(((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

Where:

A = Average Open Market Housing Value at review (£ per m²)

B = Average London Affordable Rent Housing Value (£ per m²)

C = Average Shared Ownership Housing Value (£ per m²)

D = [●]m², being the average Habitable Room size for the Development

E =

- [●] Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.4 or
- [●] Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.4,

being the shortfall in London Affordable Rented Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

F =

- [●] Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.4; or
- [●] Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.4,

being the shortfall in London Shared Ownership Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

“Fraudulent Transaction”	means: (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction
“Late Stage Review”	means the upwards only review of the financial viability of the Development at the Late Stage Review Date in accordance with paragraphs 9 and 10 of this Schedule to determine whether a financial contribution is payable
“Late Stage Review Actual Build Costs”	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance
“Late Stage Review Actual GDV”	means the sum of: (a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date; (b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and (c) all Public Subsidy and any Development related income from any other sources to be assessed by OPDC excluding any Public Subsidy repaid by the Owner to OPDC and/or the GLA (as applicable) in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)
“Late Stage Review Cap”	means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4
“Late Stage Review Contribution”	means a financial contribution for the provision of off-site Affordable Housing in OPDC's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap
“Late Stage Review Date”	means the date on which 110 of the Residential Units have been Disposed as determined by OPDC pursuant to paragraph 10.4
“Late Stage Review Estimated Build Costs”	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date
“Late Stage Review Estimated GDV”	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence

“Market Value”

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by OPDC and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than 6 (six) months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

“Public Subsidy”

means funding from OPDC and/or the GLA together with any additional public subsidy secured by the Owner or Affordable Housing Provider to support the delivery of the Development

“Relevant Review Date”

means the Early Stage Review Date, Mid Stage Review Date or the Late Stage Review Date (as the context requires)

“Sale”

means:

- (a) the sale of the freehold of a Component; or
- (b) the grant of a lease of a Component with a term of 125 (one hundred and twenty five) years or more and subject to nominal rent

and **“Sold”** shall be construed accordingly

“Substantial Implementation”

means the occurrence of the following in respect of the Development:

- (a) completion of all ground preparation works and all site-wide enabling works;
- (b) completion of the foundations for the core of either Block 1 or Block 2; and
- (c) construction of the lower ground floor slab of either Block 1 or Block 2;

“Substantial Implementation Target Date”

means the date 24 (twenty four) months from but excluding the date of grant of the Planning Permission

“Target Return”

means profit on value of 17.5% (seventeen and a half per cent) being the blended profit of the Open Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of gross development value

PART 2

EARLY STAGE REVIEW

1. EARLY REVIEW TRIGGER

- 1.1 The Owner shall notify OPDC in writing of the date on which it considers that Substantial Implementation has been achieved no later than 5 (five) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable OPDC to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 5 (five) Working Days after receiving a written request from OPDC, the Owner shall provide to OPDC any additional documentary evidence reasonably requested by OPDC to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1, the Owner shall afford OPDC access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT OPDC shall:
 - 1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 (twenty) Working Days after OPDC receives
 - 1.4.1 notice pursuant to paragraph 1.1; or
 - 1.4.2 if OPDC makes a request under paragraph 1.2, the additional documentary evidence,

OPDC shall inspect the Site and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether or not OPDC considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If OPDC notifies the Owner that OPDC considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until OPDC has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation has been achieved.
- 1.6 The Owner shall not Occupy the Development or any part thereof until:
 - 1.6.1 OPDC has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
 - 1.6.2 OPDC has notified the Owner pursuant to paragraph 3.4 that no Additional Affordable Housing Units are required; or
 - 1.6.3 if OPDC notifies the Owner pursuant to paragraph 3.4 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by OPDC under paragraph 1.4 or pursuant to dispute resolution in accordance with the provisions of Clause 20 of this Deed):

2.1.1 the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.5 of this Schedule that Substantial Implementation has been achieved, on the basis that OPDC may make such information publicly available:

- (a) the Development Viability Information for Formula 1b and Formula 2;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3 and 4 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 OPDC shall assess the information submitted pursuant to paragraph 2 and separately this paragraph 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt OPDC will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.

3.2 OPDC may appoint an External Consultant to assess the information submitted pursuant to paragraphs 2 and separately this paragraph 3.

3.3 In the event that OPDC and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to OPDC or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until OPDC and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.

3.4 When OPDC or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 or this paragraph 3 (as the case may be), OPDC shall notify the Owner in writing of OPDC's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5 Where OPDC concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise (or concluded that fewer Additional Affordable Housing Units are required), the Owner shall provide an Additional Affordable Housing Scheme (or revised Additional Affordable Housing Scheme as the case may be) to OPDC for approval (such approval not to be unreasonably withheld or delayed) within 10 (ten) Working Days of the date on which it receives OPDC's notice pursuant to paragraph 3.4.

3.6 If OPDC's assessment pursuant to paragraph 3.4 concludes that

3.6.1 a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

3.6.2 a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to OPDC as a financial contribution towards offsite Affordable Housing in OPDC's administrative area.

3.7 The Owner shall not Occupy any of the Open Market Housing Units that may be required in order to meet the requirements of the Additional Affordable Housing Scheme until the Additional Affordable Housing Scheme has been approved by OPDC.

3.8 The Owner shall pay OPDC's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 and separately this paragraph 3 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

4. **DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

4.1 Where it is determined pursuant to paragraph 3.4 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 73 Open Market Housing Units unless and until it has:

4.1.1 Practically Completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by OPDC and made them available for Occupation; and

4.1.2 paid any remaining surplus profit pursuant to paragraph 3.6 to OPDC towards the delivery of offsite Affordable Housing within OPDC's administrative area.

4.2 The Parties agree that the terms of Schedule 1 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units as they apply to the provision of Affordable Housing Units.

4.3 The Parties agree that an Additional Affordable Housing Scheme cannot result in the Affordable Housing Units and Additional Affordable Housing Units together exceeding 50% (fifty per cent) (by Habitable Room) of the Residential Units.

PART 3

LATE STAGE REVIEW

1. LATE STAGE VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify OPDC in writing of the anticipated Late Stage Review Date not less than 20 (twenty) Working Days in advance of that date.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.1 No later than 20 (twenty) Working Days after the Late Stage Review Date notified to OPDC pursuant to paragraph 1.1, the Owner shall submit the following information on the basis that OPDC may make such information publicly available:

2.1.1 the Development Viability Information for Formula 3 and Formula 4; and

2.1.2 a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 OPDC shall assess the Development Viability Information submitted pursuant to paragraph 2 and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much and OPDC will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.

- 3.2 OPDC may appoint an External Consultant to assess the information submitted pursuant to paragraph 2.

- 3.3 In the event that OPDC and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to OPDC or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until OPDC and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.

- 3.4 If OPDC and/or its External Consultant determines following receipt of the information submitted pursuant to paragraph 2 that the Late Stage Review Date has not occurred, OPDC may require the Owner to promptly submit additional information pursuant to paragraph 3.3 or to re-submit the information required under paragraph 2 upon the occurrence of the Late Stage Review Date (as determined by OPDC).

- 3.5 When OPDC or its External Consultant has completed its assessment of the information submitted pursuant to paragraphs 2 and 3.3 (if applicable), OPDC shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.

- 3.6 If OPDC notifies the Owner pursuant to paragraph 3.5 that a Late Stage Review Contribution is required:
 - 3.6.1 the Owner shall pay the Late Stage Review Contribution to OPDC within 10 (ten) Working Days of the date on which such notice is received; and
 - 3.6.2 the Owner shall not Occupy more than 125 of the Residential Units until the Late Stage Review Contribution has been paid in full to OPDC.
- 3.7 The Owner shall pay OPDC's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraphs 2 and 3 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.
- 3.8 The Owner shall not Occupy more than 118 of the Residential Units until OPDC has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 3.5.

PART 4

MISCELLANEOUS

1. PUBLIC SUBSIDY

- 1.1 Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2 and Formula 3.

2. MONITORING

- 2.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed OPDC shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

- 2.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

- 2.2.1 the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 of Part 2 or, if an Additional Affordable Housing Scheme is not required by OPDC, the conclusion of the assessment under paragraph 3.4 of Part 2; and
- 2.2.2 OPDC's notification pursuant to paragraph 3.6 of Part 3 that a Late Stage Review Contribution is required

OPDC shall report to the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of Part 2; and
- (d) the amount of the Late Stage Review Contribution.

SCHEDULE 3

HIGHWAYS AND TRANSPORT

1. DEFINITIONS

“Bus Contribution”	means the sum of £199,500 (one hundred and ninety nine thousand five hundred pounds) (Index Linked) to be applied towards increasing the capacity of the bus network that serves the area in the vicinity of the Site
“Healthy Streets and Public Realm Contribution”	means the sum of £266,465 (two hundred and sixty six thousand four hundred and sixty five pounds) (Index Linked) to be used towards new and enhanced walking and cycling connections and public realm in the vicinity of the Site
“Highway Agreement”	means an agreement entered into with the Highway Authority pursuant to inter alia sections 38 and 278 of the 1980 Act
“Highway Authority”	means LBHF
“Highway Reinstatement Works”	means the works shown on Plan 3 being the repair and reinstatement of the public highway, including footpaths, footways and cycle lanes within the Highway Reinstatement Area so as to repair and/or reinstate them to at least the same condition and standards as shown in the Schedule of Highway Condition approved by OPDC pursuant to paragraph 2.3 of this Schedule 3
“Highway Reinstatement Area”	means the area either side of the highway access as shown on Plan 4
“Highway Works”	means the highway works to be carried out in the area shaded blue on Plan 5 (and, in the case of the Highway Reinstatement Works only, in the Highway Reinstatement Area):- (a) construction of vehicular access; (b) renewal of all adjoining footway; (c) street lighting; (d) tree planting; (e) works associated with traffic management orders; and (f) the Highway Reinstatement Works
“Schedule of Highway Condition”	means a Schedule of condition relating to the highways and footways within the Highway Reinstatement Area which 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);

2. **HIGHWAY WORKS**

2.1 The Owner shall:

- 2.1.1 prior to Commencement of the Development submit an initial Schedule of Highway Condition to OPDC for written approval; and
- 2.1.2 not Commence the Development until OPDC has approved the initial Schedule of Highway Condition in writing.

2.2 Prior to Practical Completion of the Development the Owner shall give OPDC the following information for written approval:

- 2.2.1 a proposed specification for the Highway Works (other than in respect of the Highway Reinstatement Works to the Highway Reinstatement Area); and
- 2.2.2 a proposed programme for the Highway Works referred to in paragraph 2.2.1.

2.3 Within 20 (twenty) Working Days of Practical Completion of the Development (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 written approval:

- 2.3.1 a further Schedule of Highway Condition;
- 2.3.2 a proposed specification for the Highway Reinstatement Works; and
- 2.3.3 a proposed programme for the Highway Reinstatement Works referred to in paragraph 2.3.2.

2.4 Following written approval of the information submitted for approval in accordance with paragraphs 2.2 and 2.3 by OPDC, the Owner shall:

- 2.4.1 unless otherwise agreed with OPDC, enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Works; and
- 2.4.2 thereafter carry out the Highway Works in accordance with the Highway Agreement(s).

2.5 Unless otherwise agreed with OPDC the Owner shall not permit any Occupation of the Development until:

- 2.5.1 the information submitted for approval in accordance with paragraphs 2.2 and 2.3 have been approved in writing by OPDC;
- 2.5.2 the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Works in accordance with paragraph 2.4; and
- 2.5.3 the Owner has Practically Completed the Highway Works in accordance with the Highway Agreement(s).

2.6 The Owner shall consult with the Highway Authority/ies in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of LBHF's responses to OPDC when submitting those details for approval.

3. **HEALTHY STREETS AND PUBLIC REALM CONTRIBUTION**

3.1 The Owner shall:-

3.1.1 pay the Healthy Streets and Public Realm Contribution to OPDC prior to the Commencement of Development; and

3.1.2 not Commence any part of the Development until the Healthy Streets and Public Realm Contribution has been paid in full to OPDC.

4. **BUS CONTRIBUTION**

4.1 The Owner shall:-

4.1.1 pay the Bus Contribution to OPDC prior to the Commencement of Development; and

4.1.2 not to Commence any part of the Development until the Bus Contribution has been paid to OPDC.

SCHEDULE 4

PUBLIC OPEN SPACE

1. DEFINITIONS

“Green Infrastructure and Open Space Strategy and Management Plan”	means a plan for the ongoing operation, management and maintenance of the PAOS and the Play Space which shall set out: (a) full details of the permanent operation, management and maintenance specifications for the PAOS and Play Space, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained; (b) measures to replace any trees, shrubs, grass or other plants (in perpetuity) which may die or become diseased; (c) details of the management of the PAOS and Play Space to ensure it shall (save in respect Permitted Closures) remain available for use by the general public for the lifetime of the Development; (d) details of funding arrangements to ensure that the operation, maintenance and management of the PAOS and Play Space is funded in perpetuity and that funding shall be sufficient to properly manage and maintain the PAOS and Play Space and for the avoidance of doubt this shall include details of funding arrangements to cover the periodic costs of replacement and/or refurbishment of features and/or facilities; (e) details of any Management Entity
“Management Entity”	either a company (including a residents' management company) trust or other body established or appointed by the Owner (and approved in writing by OPDC) to operate, manage and maintain the PAOS and Play Space in perpetuity
“PAOS”	means the areas of land shown on Plan 7 which are to be laid out within the Site as publicly accessible open space in accordance with the PAOS and Play Space Drawings
“PAOS and Play Space Drawings”	means the drawings that accompanied the Planning Application with reference numbers: LD-DD-01 – Landscape Plan – Ground Floor, LD-DD-01 – Landscape Plan – Roof, LD-DD-00 – Legend
“Permitted Closures”	means temporary closure of any area of PAOS or the Play Space (or part thereof) in the following circumstances:- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS or Play Space in question, any

cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS or Play Space

- (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
- (e) any other closure not covered by the above in relation to which OPDC's prior written Approval has been obtained

PROVIDED THAT save in the case of an emergency the Owner will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence

"Play Space"

means the areas of land shown on Plan 6 which are to be laid out within the Site as play space in accordance with the PAOS and Play Space Drawings

2. PROVISION OF PAOS AND PLAY SPACE

- 2.1 The Owner shall Practically Complete the PAOS and the Play Space in strict accordance with the PAOS and Play Space Drawings to OPDC's satisfaction and make available the PAOS and the Play Space prior to the First Occupation of the Development and no Residential Unit shall be First Occupied until the PAOS and the Play Space are so completed and ready for use by the public.
- 2.2 Subject to paragraph 3.1, the Owner shall ensure that each part of the PAOS and the Play Space shall remain available free of charge for public access at all times for the life of the Development from the date that it is Practically Completed.

3. PUBLIC ACCESS TO PAOS AND PLAY SPACE

- 3.1 From the date of Practical Completion of each of the PAOS and Play Space (excluding roof level Play Space) the Owner shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the PAOS, Play Space (excluding roof level Play Space) and Mary Seacole Gardens Route at all times free of charge **SUBJECT TO:-**
 - 3.1.1 Permitted Closures; and
 - 3.1.2 any lawful requirements of the police or any other competent authority.
- 3.2 Where PAOS, Play Space or the Mary Seacole Gardens (or any part thereof) is subject to a Permitted Closure, the Owner shall ensure that they are re-opened as soon as reasonably practicable thereafter in accordance with a programme and timescales previously approved in writing by OPDC and such re-opening will be notified promptly to OPDC in writing.
- 3.3 Subject to paragraph 3.1 the Owner shall not without OPDC's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or

restrict, or would have the effect of preventing or restricting, pedestrian access over the completed PAOS and Play Space except in accordance with the PAOS and Play Space Drawings.

4. MANAGEMENT AND MAINTENANCE OF PAOS AND PLAY SPACE

- 4.1 The Owner shall submit a Green Infrastructure and Open Space Strategy and Management Plan to OPDC prior to the Implementation of Development and shall not Implement any part of the Development until the Green Infrastructure and Open Space Strategy and Management Plan has been submitted to and approved by OPDC.
- 4.2 The Owner shall operate, manage and maintain the PAOS and the Play Space in accordance with the approved Green Infrastructure and Open Space Strategy and Management Plan in perpetuity or until such time as the freehold of the PAOS and the Play Space is transferred (as necessary) to a Management Entity who shall thereafter become responsible and liable for the operation, management and maintenance of the PAOS and the Play Space in accordance with the approved Green Infrastructure and Open Space Strategy and Management Plan in perpetuity in accordance with this paragraph as successor in title.

5. ACCESS BETWEEN THE SITE AND MARY SEACOLE GARDENS

- 5.1 The Owner shall use reasonable endeavours from the date of Implementation until Occupation of the last Residential Unit to agree with the parties whose consent is required for the public use of the part of the Mary Seacole Gardens Route outside of the Site, a permissive regime for access by the public along the Mary Seacole Gardens Route.
- 5.2 Where the Owner has agreed, under paragraph 5.1, with the necessary parties a permissive regime for access by the public along the Mary Seacole Gardens Route, the Owner shall procure that the permissive access must be maintained for the lifetime of the Development.
- 5.3 During the period to which paragraph 5.1 above applies, the Owner shall provide written reports to OPDC (in a form to be stipulated by OPDC) every six months from the date of Implementation setting out the steps and actions the Owner has undertaken to discharge its obligations under paragraph 5.1.

SCHEDULE 5

CAR AND CYCLE PARKING

1. DEFINITIONS

“Blue Holders”	Badge	means the holder of a disabled person's badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation as may be in force from time to time
“Car Club”		means a club, operated by a company accredited by Carplus, that Residents may join and which makes cars available to hire to members
“Car-Free Scheme”	Housing	means a development in which occupiers are not entitled to Parking Permits allowing them or their visitors to park their vehicles within a CPZ in the vicinity of the Development
“Carplus”		means Carplus (registered charity No. 1093980) or its successor or equivalent organisation as may be agreed in writing with OPDC being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use
“Deed of Covenant”		means a deed of covenant in substantially the same form as the draft deed of covenant annexed to this Deed at Appendix 6 subject to amendments as may be agreed by the parties acting reasonably in which the transferee or lessee (as the case may be) gives covenants to OPDC identical to the covenants within paragraphs 3, 4 and 5 of this Schedule
“On Site Blue Badge Car Parking Spaces”		means the four blue badge parking spaces within the Development in the location edged blue on Plan 8
“Restriction”		means a restriction in the same form as the restriction annexed to this Deed at Appendix 5
“Unilateral Undertaking”		means a unilateral undertaking pursuant to section 16 of the Greater London Council (General Powers) Act 1974 in substantially the same form as the draft undertaking annexed to this Deed at Appendix 7

2. CAR CLUB MEMBERSHIP

- 2.1 Prior to First Occupation of each Residential Unit, the Owner shall write to the relevant first Resident to notify them of the existence of the Car Club and to offer 3 (three) years' free membership of the Car Club.
- 2.2 In the event that following receipt of written notice pursuant to paragraph 2.1 above a Resident notifies the Owner that they wish to become a member of the Car Club, the Owner shall procure a free membership for that Resident (or pay the full cost of that Resident's membership) to the Car Club for a period of not less than 3 (three) years.
- 2.3 As soon as reasonably practicable following a written request from OPDC (such request to be made no more than once each calendar year), the Owner shall provide OPDC with evidence of the acceptance or non-acceptance of the Car Club membership by the Residents.
- 2.4 It is hereby agreed that the Owner shall only be required to offer to pay for 3 (three) years' membership of the Car Club for up to two first Residents per Residential Unit.

- 2.5 The Owner undertakes that any advert or marketing in relation to the sale or letting of any of the Residential Units shall include reference to the provision of membership of the Car Club pursuant to the terms of this Deed and the Owner shall provide evidence of the same to OPDC as soon as reasonably practicable following a written request (such request to be made no more than once in each calendar year).

3. CONTROLLED PARKING ZONES – GENERAL

- 3.1 The Owner for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Owner to a Parking Permit in a CPZ (whether existing at the date of this Deed, or coming into force at a future date).
- 3.2 The Owner covenants that all material utilised for advertising or marketing each and every individual Residential Unit for letting or sale will make it clear to prospective purchasers, tenants and Occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by LBHF for any Residential Unit.
- 3.3 The Owner shall not Occupy nor allow or suffer any part of the Development to be Occupied unless and until the Owner has informed the intended Occupier of the Development or relevant part thereof by notice in writing:
- 3.3.1 that the Development is a Car-Free Housing Scheme; and
- 3.3.2 that (save for any Blue Badge Holders) intended Occupiers of the Development (or any person having any connection whatsoever or relationship with any such Occupier whether contractual, personal or otherwise and who is resident at the Development) shall not be entitled to any form of permit from LBHF which would allow them to park any motor vehicle within a CPZ.
- 3.4 Upon receiving written request from OPDC, the Owner shall provide OPDC with such evidence as OPDC may reasonably require to demonstrate that the Owner is complying with the requirements of paragraphs 3.2 and 3.3.

4. CONTROLLED PARKING ZONES – RESTRICTIONS ON TITLE

- 4.1 Subject to paragraph 4.4 of this Schedule, the Owner for itself and its successors in title (other than Blue Badge Holders) covenants not to lease or transfer the whole or any part of the Site unless it has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Site covenants not to apply to LBHF for a Parking Permit for a CPZ.
- 4.2 Subject to paragraph 4.4 of this Schedule, the Owner hereby covenants for itself and its successors in title not to transfer its interest in the Site or grant a leasehold interest in the Site or any part thereof (other than a leasehold interest in an individual Residential Unit, or Non-Residential Unit or to a service supplier) unless the transferee or lessee (as the case may be) enters into a Deed of Covenant with OPDC.
- 4.3 Subject to paragraph 4.4 of this Schedule, the Owner shall not Implement the Development or any part thereof until it has entered the Restriction on its interest(s) in the Site prohibiting registration of any disposition of said registered estate(s) without a certificate signed by OPDC that the provisions of paragraph 4.1 above have been complied with.
- 4.4 The provisions in paragraphs 4.1, 4.2 and 4.3 of this Schedule do not apply where the Owner has fully complied with paragraph 5.1 below prior to it disposing of any of its interest in the Site.

5. **CONTROLLED PARKING ZONES – UNDERTAKINGS TO THE BOROUGH**

5.1 No Development or any part thereof shall be Commenced unless and until:

5.1.1 the Owner has given a Unilateral Undertaking to LBHF and submitted a copy of the same to OPDC; and

5.1.2 OPDC has provided written confirmation of discharge of the obligation in paragraph 5.1.1 (such discharge not to be withheld or delayed unreasonably).

5.2 Upon receiving written request from OPDC, the Owner shall provide OPDC with such evidence as OPDC may reasonably require to demonstrate that the Owner is complying with the requirements of the Unilateral Undertakings.

6. **BLUE BADGE CAR PARKING**

6.1 The Owner shall:-

6.1.1 prior to First Occupation of the Development provide the On Site Blue Badge Car Parking Spaces; and

6.1.2 not permit First Occupation unless and until the On Site Blue Badge Car Parking Spaces have been provided,

and the On Site Blue Badge Car Parking Spaces shall thereafter be maintained for the lifetime of the Development and in accordance with Condition 28 of the Planning Permission.

SCHEDULE 6

FRAMEWORK TRAVEL PLAN

1. DEFINITIONS

“Framework Travel Plan”	Travel	means the travel plan to be submitted to OPDC for approval pursuant to paragraph 2.1 of this Schedule which shall: (a) promote sustainable modes of transport and discourage use of single car occupancy by Occupiers and visitors to the Development; (b) include the information and measures set out at paragraph 3 of this Schedule; and (c) be in accordance with and expand upon the travel plan submitted with the Planning Application entitled ‘Travel Plan’ dated March 2022
“Modal Targets”	Split	means the modal split targets identified in the approved Framework Travel Plan
“Sustainable Transport Measures”		means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
“Travel Monitoring”	Plan	means monitoring of the approved Framework Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: - (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; and (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development.
“Travel Monitoring Period”	Plan	means from First Occupation until 5 (five) years after First Occupation
“Travel Monitoring Officer”	Plan	means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Framework Travel Plan
“Travel Monitoring Report”	Plan	means a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of (i) First Occupation (in the case of the first such report) or (ii) the previous Travel Plan Monitoring Report (in the case of subsequent reports) and such report shall include:-

- (a) details of trip generation rates;
- (b) details of mode share and change in mode share over time;
- (c) details of how effectively the Framework Travel Plan has operated within the previous period;
- (d) any data and information necessary for the purposes of determining whether or not the modal split targets have been achieved;
- (e) where the objectives and/or targets specified in the Framework Travel Plan have not been met or are unlikely to be met, a proposed revision to the Framework Travel Plan for approval by OPDC setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Framework Travel Plan together with a timetable for implementing such measures; and
- (f) where Modal Split Targets have not been achieved or are unlikely to be achieved, Sustainable Transport Measures to be implemented with the aim of seeking to achieve the Modal Split Targets in the Framework Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures

2. SUBMISSION OF FRAMEWORK TRAVEL PLAN

2.1 No later than 6 (six) months prior to First Occupation the Owner shall:-

- 2.1.1 submit a Framework Travel Plan to OPDC for approval;
- 2.1.2 notify OPDC of the name and contact details of the proposed Travel Plan Monitoring Officer.

2.2 No part of the Development shall be Occupied unless and until the Owner has:

- 2.2.1 submitted and obtained OPDC's approval to a Framework Travel Plan; and
- 2.2.2 appointed a Travel Plan Monitoring Officer and notified OPDC of the name and contact details of such officer.

2.3 The Owner shall thereafter implement, comply with and procure compliance with the approved Framework 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 OPDC.

3. CONTENTS OF FRAMEWORK TRAVEL PLAN

3.1 The Owner covenants with and undertakes to OPDC that the Framework Travel Plan shall:-

- 3.1.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 3.1.2 include a specimen welcome pack for all Occupiers of the Residential Units and for tenants, employees and customers of (and visitors to) Non-Residential Units;

- 3.1.3 contain clear commitments to measures aimed at:
 - (a) providing and promoting public transport information (for example, maps, routes and timetables);
 - (b) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site; and
 - (c) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise;
- 3.1.4 provide objectives and targets over the life of the Framework Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- 3.1.5 set out how monitoring travel surveys will be undertaken;
- 3.1.6 contain proposals for monitoring compliance with the Framework Travel Plan and achievement of the objectives and targets; and
- 3.1.7 set out a clear process for review, consultation and approval of changes (and specifically targets) with OPDC.

4. REVIEW OF FRAMEWORK TRAVEL PLAN

- 4.1 In order to monitor the effectiveness of the Framework Travel Plan the Owner shall during the Travel Plan Monitoring Period carry out the Travel Plan Monitoring.
- 4.2 The Owner shall within 10 (ten) Working Days of the first, third and fifth anniversaries of the First Occupation of the Development submit a Travel Plan Monitoring Report to OPDC for approval.
- 4.3 Following submission of each Travel Plan Monitoring Report, the Owner and OPDC shall use reasonable endeavours to agree any necessary changes to the Framework Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

5. MODAL SPLIT TARGETS

- 5.1 Where a Travel Plan Monitoring Report shows that any of the Modal Split Targets in the Framework Travel Plan have not been achieved or are unlikely to be achieved, the Owner shall implement the Sustainable Transport Measures that are set out in such Travel Plan Monitoring Report in accordance with the timetable set out therein as approved by OPDC.

6. TRAVEL PLAN MONITORING CONTRIBUTIONS

- 6.1 The Owner shall:-
 - 6.1.1 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the first anniversary of First Occupation of the Development;
 - 6.1.2 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the third anniversary of First Occupation of the Development; and
 - 6.1.3 pay £1,000 (one thousand pounds) (Index Linked) to prior to the fifth anniversary of First Occupation of the Development,

each contribution being towards OPDC's costs involved in monitoring compliance with the Framework Travel Plan.

SCHEDULE 7

EDUCATION

1. DEFINITIONS

“Education Contribution” means the sum of £264,000 (two hundred and sixty four thousand pounds) (Index Linked) to be used towards improvement works (including refurbishment and/or expansion of existing facilities and/or the construction and/or maintenance of new facilities) to address the educational demands arising from the Development

2. EDUCATION CONTRIBUTION

2.1 The Owner shall:-

- 2.1.1 pay the Education Contribution to OPDC prior to Commencement of the Development; and
- 2.1.2 not Commence any part of the Development until the Education Contribution has been paid in full to OPDC.

SCHEDULE 8

HEALTHCARE

1. DEFINITIONS

“Healthcare Contribution”

means the sum of £134,590 (one hundred and thirty four thousand five hundred and ninety pounds) (Index Linked) to be applied towards the expansion of existing local primary care facilities and/or the construction and/or maintenance of new facilities to address the demand for healthcare arising as a result of the Development

2. HEALTHCARE CONTRIBUTION

2.1 The Owner shall:-

2.1.1 pay the Healthcare Contribution to OPDC prior to the Commencement of Development; and

2.1.2 not Commence any part of the Development until the Healthcare Contribution has been paid in full to OPDC.

SCHEDULE 9

TRAINING AND SKILLS

1. DEFINITIONS

“Construction Period”		means the period from the Implementation Date to the date of Practical Completion of the Development
“Jobs Employment Strategy (Construction)”	and	means a written strategy relating to the Construction Period which sets out: (a) the partnership arrangements for how the Owner and its contractors and sub-contractors will work with OPDC (and the LBHF as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms; and (b) agreed protocols and processes for joint working between the Owner and OPDC (and the LBHF as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates
“Jobs Employment Strategy (Operation)”	and	means a written strategy relating to the operational phase of the Development which sets out: (a) partnership arrangements for how the Owner and its tenants will work with OPDC (and the LBHF as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms; and (b) agreed protocols and processes for joint working between the Owner and OPDC (and the LBHF as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates
“London Wage”	Living	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
“Local Business”		means any business, trade, service, profession or industry whose established place of business is within the LBB, LBE and/or LBHF
“Local Resident(s)”		means a person who is resident in the LBB, LBE or LBHF, such residency to be proven by the production of two valid proofs of

address which are no more than 3 (three) months old, for example:-

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

“Training and Skills Contribution” means the sum of £57,985 (fifty seven thousand nine hundred and eighty five pounds) (Index Linked) to be applied towards training and skills in the OPDC area.

2. **TRAINING AND SKILLS CONTRIBUTION**

2.1 The Owner shall:-

- 2.1.1 pay the Training and Skills Contribution to OPDC prior to the Commencement of Development; and
- 2.1.2 not Commence any part of the Development until the Training and Skills Contribution has been paid in full to OPDC.

3. **JOBS AND EMPLOYMENT STRATEGY (CONSTRUCTION)**

3.1 The Owner shall:

- 3.1.1 submit a Jobs and Employment Strategy (Construction) to OPDC for written approval prior to the Commencement of the Development;
- 3.1.2 not Commence the Development until the Jobs and Employment Strategy (Construction) has been approved in writing by OPDC; and
- 3.1.3 implement and comply (and procure the implementation of and compliance with) at all times with the approved Jobs and Employment Strategy (Construction), subject to such amendments as may be agreed in writing with OPDC from time to time.

4. **LOCAL LABOUR**

The Owner shall use reasonable endeavours to ensure that not less than 20% (twenty per cent) of the jobs required during the Construction Period are filled by Local Residents.

5. **LOCAL PROCUREMENT**

5.1 The Owner shall no later than 3 (three) months prior to the Commencement of Development provide OPDC with a Schedule of the construction contracts and suppliers required in connection with the Development during the Construction Period, such Schedule to:

- 5.1.1 include the estimated value/budget of packages, expected start and completion timeframes and any additional health and safety requirements for specific packages; and
- 5.1.2 show all opportunities for contracted and sub-contracted supplies and services.

5.2 The Owner shall use reasonable endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 10% (ten per cent) of the total value of the goods and services procured.

5.3 The Owner shall report the value of all orders placed with Local Businesses to OPDC on the completion of the tendering stage for construction of the Development.

5.4 The Owner shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 5.

6. APPRENTICESHIPS

6.1 The Owner shall use reasonable endeavours to employ not less than 8 (eight) construction trade apprentices during the Construction Period with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2.

6.2 Each apprentice employed pursuant to paragraph 6.1 shall be:-

6.2.1 a Local Resident;

6.2.2 employed for a period of not less than 52 weeks and paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub-contract the Owner shall ensure the continuation of the relevant apprenticeship elsewhere on the Development;

6.2.3 supported through paid day release to undertake relevant training; and

6.2.4 provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.

6.3 The Owner shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 6.

7. WORK PLACEMENTS

7.1 The Owner shall use reasonable endeavours to provide 4 (four) unpaid work placements during the Construction Period.

7.2 The Owner shall use reasonable endeavours to provide 4 (four) paid work placements (at a salary not less than the London Living Wage) during the Construction Period.

8. JOBS AND EMPLOYMENT STRATEGY (OPERATION)

8.1 The Owner shall:-

8.1.1 submit a Jobs and Employment Strategy (Operation) to OPDC for written approval prior to First Occupation of the Development;

8.1.2 not allow First Occupation of the Development until the Jobs and Employment Strategy (Operation) has been approved in writing by OPDC; and

8.1.3 implement and comply (and procure the implementation of and compliance with) at all times with the approved Jobs and Employment Strategy (Operation), subject to such amendments as may be agreed in writing with OPDC from time to time.

SCHEDULE 10

ENERGY AND SUSTAINABILITY

1. DEFINITIONS

“Air Quality Contribution”	Monitoring means the sum equivalent to £4,960 (four thousand nine hundred and sixty pounds)
“Carbon Offset Contribution”	means the sum equivalent to £2,850 (two thousand eight hundred and fifty pounds) per tonne of carbon (being £95 per tonne of carbon over 30 (thirty) years) shortfall in carbon emission savings as identified by the CO ² Audit
“CO² Audit”	means an audit of the CO ² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
“Defects Liability Period”	means such period of time following Completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development
“District Heating Network”	means an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site
“Energy Performance Monitoring”	means monitoring of the energy performance of the completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance)
“Energy Performance Monitoring Period”	means a period of not less than 5 (five) years commencing on the date of First Occupation
“Future Proofing Measures”	means future proofing measures within the Development means the following: (a) installation of sufficiently sized external buried pipework in identified distribution routes to enable connection to a District Heating Network; (b) the installation of pipework in the fabric of buildings necessary to connect to a District Heating Network; (c) suitable plant space provision for a future plate heat exchanger; (d) heating system tap-offs, provision of ‘tees’ and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to the District Heating Network is not immediately technically feasible or economically viable

when first provided prior to First Occupation of the Development; and

- (e) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

“Zero Carbon Development”

means a development whose net carbon dioxide emissions, taking account of emissions associated with all energy use, is equal to zero or negative across the year where “energy use” will cover both energy uses currently regulated by any applicable building regulations and other energy used in the home

2. DECENTRALISED ENERGY

2.1 The Owner covenants with OPDC that the Development:

- 2.1.1 will be designed and constructed to connect to or not prejudice the future connection to a District Heating Network; and
- 2.1.2 will be provided with a single connection point at which the Development may be connected to a District Heating Network in a location to be approved in writing by OPDC prior to Commencement.

2.2 The Owner covenants with OPDC:

- 2.2.1 to submit and obtain OPDC’s approval to written approval to Future Proofing Measures prior to the Commencement of Development, and that no Development shall be Commenced until OPDC has given its written approval the Future Proofing Measures; and
- 2.2.2 no part of the Development shall be Occupied unless and until the Owner has submitted and obtained OPDC’s approval to a report demonstrating that the approved Future Proofing Measures have been incorporated within the Development

3. CARBON OFF-SET CONTRIBUTION

3.1 Prior to Practical Completion of the Development, the Owner will submit to OPDC for written approval details of the consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.

3.2 Within 20 (twenty) Working Days of First Occupation the Owner shall commission the CO² Audit and give written notification of such fact to OPDC.

3.3 On completion of the CO² Audit the CO² Audit shall be submitted to OPDC for written approval, and the Owner will pay the Carbon Offset Contribution to OPDC within 20 (twenty) Working Days of OPDC’s approval of the CO² Audit.

3.4 Without prejudice to the obligation in paragraph 4.3 to pay the Carbon Offset Contribution within 20 (twenty) Working Days of OPDC’s written approval of the CO² Audit, not to Occupy more than 75 Residential Units unless and until:

- 3.4.1 OPDC have approved the CO² Audit;
- 3.4.2 the Carbon Offset Contribution has been paid to OPDC.

4. ENERGY PERFORMANCE MONITORING

- 4.1 Prior to First Occupation of the Development, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for 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 on the GLA's website or any method of submission that may replace this. The Owner must also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 4.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) of the Development 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 for 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 on the GLA's website or any method of submission that may replace this. This obligation will be satisfied after the Owner has reported on all relevant indicators for the Development 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.
- 4.3 In the event that the 'In-use stage' evidence submitted under paragraph 4.2 shows that the 'As-built stage' performance estimates derived from paragraph 4.1 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 or any method of submission that may replace this. An action plan comprising measures shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

5. REDUCTION OF ENERGY DEMAND

- 5.1 The Owner shall use reasonable endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-
- 5.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
 - 5.1.2 the promotion of the use of energy efficient appliances; and
 - 5.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

6. AIR QUALITY MONITORING CONTRIBUTION

- 6.1.1 The Owner shall:-
- 6.1.2 pay the Air Quality Monitoring Contribution to OPDC prior to the Commencement of Development; and
- 6.1.3 not Commence any part of the Development until the Air Quality Monitoring Contribution has been paid in full to OPDC.

SCHEDULE 11**MOORINGS AND BOATING FACILITIES****1. DEFINITIONS**

"Boundary Wall"	means the section of existing wall shown edged blue on Plan 10
"Boundary Wall Works Specification"	means a specification for the works reasonably necessary to stabilise the Boundary Wall so as to allow construction of a new facilities block for the residential moorings on the KRAB Land in the broad location marked with a blue dot on Plan 10.
"Canal Wall"	means the part of the of the wall along the canal falling within the KRAB Land as shown edged blue on Plan 12
"Canal Wall Works Specification"	means a specification for the works reasonably necessary to repair the Canal Wall
"Construction Period"	means the period from the Implementation Date to the date of Practical Completion of the Development
"KRAB "	means Kensal Rise Association of Boaters;
"KRAB Land"	means the area of land edged blue on Plan 9;
"Interim Services"	means the following services for the benefit of the KRAB Land (and the occupiers of the KRAB Land), to no lower standard than is enjoyed by the KRAB Land at the date hereof: (a) electricity; (b) drinking water; (c) foul sewage; and (d) telecommunications
"Permanent Access"	means a permanent route of 1.5 metres wide to be laid out for use on foot only to allow access to the general public between Scrubs Lane and the KRAB Land
"Permanent Access Plan"	means a plan showing the location of the Permanent Access;
"Services and Facilities Plan"	means a plan and specification for the provision of: (e) the following services, through the Site to the KRAB Land, prior to First Occupation of the

Development (ducted and capped at point of entry to the KRAB Land):

- (i) electricity;
 - (ii) drinking water;
 - (iii) foul sewage; and
 - (iv) telecommunications
- (f) the following facilities on the Site for the use by occupiers of the KRAB Land without restriction:
- (i) 3 (three) 1,100 litre 'Eurobins';
 - (ii) 12 (twelve) secure postal box(es); and
 - (iii) parcel storage.

"Temporary Route"

means a route providing access to the general public on foot between Scrubs Lane and the KRAB Land;

2. ACCESS TO KRAB LAND

2.1 The Owner shall:-

- 2.1.1 provide and keep open a Temporary Route for access by users of the KRAB Land at all times of day during the Construction Period and up to the point at which the Permanent Access is laid out fully in accordance with the Permanent Access Plan approved under paragraph 2.1.3 and is open for use by users of the KRAB Land;
- 2.1.2 submit the Permanent Access Plan to OPDC for approval prior to Commencement;
- 2.1.3 not Commence the Development until the Permanent Access Plan has been approved by OPDC in writing;
- 2.1.4 lay out the Permanent Access fully in accordance with the approved Permanent Access Plan and open it for use by users of the KRAB Land prior to First Occupation of the Development and thereafter maintaining the Permanent Access for the lifetime of the Development;
- 2.1.5 not allow First Occupation of the Development until the Permanent Access is laid out fully in accordance with the approved Permanent Access Plan and is open for use by users of the KRAB Land

3. KRAB LAND SERVICES AND FACILITIES

3.1 The Owner shall:-

- 3.1.1 maintain the Interim Services to the KRAB Land at all times during the Construction Period and up to the point the Services and Facilities Plan approved under paragraphs 3.1.3 is fully implemented;

- 3.1.2 submit the Services and Facilities Plan to OPDC for approval prior to Commencement;
- 3.1.3 not Commence the Development until the Services and Facilities Plan has been approved by OPDC in writing;
- 3.1.4 fully implement the approved Services and Facilities Plan to OPDC's satisfaction prior to First Occupation of the Development and thereafter maintain it for the lifetime of the Development; and
- 3.1.5 not allow First Occupation of the Development until the approved Services and Facilities Plan has been fully implemented to OPDC's satisfaction.

4. **BOUNDARY WALL**

4.1 The Owner shall:-

- 4.1.1 submit the Boundary Wall Works Specification to OPDC for its approval in writing prior to Commencement of the Development;
- 4.1.2 not Commence the Development until the Boundary Wall Works Specification has been approved in writing by OPDC;
- 4.1.3 use reasonable endeavours for a period of not less than 12 months from the Commencement of the Development to procure completion of works to the Boundary Wall by the freeholder of the land in relation to which access and consents are required in order to carry out such works in accordance with the approved Boundary Wall Works Specification; and
- 4.1.4 during the period to which paragraph 4.1.3 above applies, provide written reports to OPDC (in a form to be stipulated by OPDC) every three months from the Commencement of Development setting out the steps and actions the Owner has undertaken to discharge its obligations under paragraph 4.1.3.

5. **CANAL WALL**

5.1 The Owner shall:-

- 5.1.1 submit the Canal Wall Works Specification to OPDC for its approval in writing prior to Commencement of the Development;
- 5.1.2 not Commence the Development until the Canal Wall Works Specification has been approved in writing by OPDC;
- 5.1.3 use reasonable endeavours to assist KRAB in KRAB obtaining all consents necessary for the carrying out by KRAB of remedial works to the Canal Wall on the canal side falling within the KRAB Land;
- 5.1.4 use reasonable endeavours to procure, not less than 9 months from the date of the first notice from OPDC confirming discharge of a condition imposed on the Planning Permission, completion of works to the Canal Wall by the freeholder owner of the land outside the Site to which responsibility for the repair of the Canal Wall attaches in accordance with the approved Canal Wall Works Specification; and
- 5.1.5 provide written reports to OPDC (in a form to be stipulated by OPDC) every three months from the Commencement of Development setting out the steps and actions the Owner has undertaken to discharge its obligations under paragraphs 5.1.3 and 5.1.4.

SCHEDULE 12

DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to Conditions 14 (materials), 16 (external equipment), 17 (hard and soft landscaping) and 24 (detailed drawings) of the Planning Permission
"Architect"	means Goldstein Heather Architecture
"Design Monitoring Costs"	means the monies paid in accordance with paragraph 3.2.3 of this Schedule to meet OPDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to Conditions 14 (materials), 16 (external equipment), 17 (hard and soft landscaping) and 24 (detailed drawings) of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Owner shall also submit a statement to OPDC specifying the design team retained in connection with the Development upon Commencement of the Development and shall thereafter retain the design team, subject to the provisions of this Schedule.

3. DESIGN MONITORING COSTS

- 3.1 The Owner shall retain the Architect to oversee the delivery of the Development unless:

- 3.1.1 OPDC agrees in writing that a specified nominated alternative architect shall be appointed by the Owner. If the Owner appoints the approved alternative architect to oversee the delivery of the Development in place of the Architect, that approved alternative architect shall be treated for the purposes of this Schedule as if it is the Architect and OPDC acknowledges that the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule shall not become payable and the Owner shall pay the fees of the alternative architect directly; or
 - 3.1.2 the Owner appoints an alternative architect to oversee the delivery of the Development in place of the Architect otherwise than in accordance with the provisions of paragraph 3.1.1, but in which case the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule become payable
- 3.2 If the Architects (or any alternative architect appointed pursuant to paragraph 3.1 of this Schedule) cease to be retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 of this Schedule and overseeing the construction of the Development) the Owner shall:-
 - 3.2.1 notify OPDC of such non-retention within 5 Working Days of that event being confirmed;
 - 3.2.2 pay to OPDC (in the case where paragraph 3.1.2 applies) within 10 Working Days of demand the Design Monitoring Costs and it is agreed that: -
 - 3.2.3 such costs may relate either to staff employed directly by OPDC or third party consultants retained by OPDC;
 - 3.2.4 OPDC may make more than one demand for payment of Design Monitoring Costs; and
 - 3.2.5 when OPDC notifies the Owner of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break down setting out how the amount has been calculated and how such monies will be spent

PROVIDED THAT the aggregate amount payable to OPDC in Design Monitoring Costs shall not exceed £50,000 (fifty thousand pounds) (Indexed).

4. **RESTRICTION ON DEVELOPMENT**

- 4.1 No further works on the Development shall be carried out if OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 3.2 of this Schedule when they become due.
- 4.2 No Development shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Architects (or any architect appointed pursuant to paragraph 3.1.1 of this Schedule) appointed in respect of the Development shall be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings.
- 4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architects unless agreed in writing by OPDC, such agreement not to be unreasonably withheld or delayed.

SCHEDULE 13

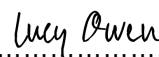
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1. A2 Dominion
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3. Clarion
4. Dolphin
5. Guinness
6. Home Group
7. Hyde
8. L&Q
9. MTVH
10. Network Homes
11. Notting Hill Genesis
12. Octavia
13. One Housing
14. Orbit
15. Origin
16. Peabody
17. Sanctuary
18. Southern

Executed as a Deed by **OLD OAK AND
PARK ROYAL DEVELOPMENT
CORPORATION**

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Authorised Signatory

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Authorised Signatory

.....DAVID LUNTS.....
Name (BLOCK)

.....LUCY OWEN.....
Name (BLOCK)

Chief Executive Officer

.....
Position

.....Chief Operating Officer.....
Position

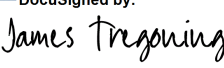
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and a secretary/two directors:)

Director

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Director/Secretary

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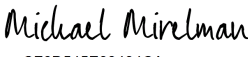
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director and a secretary/two directors:)

Director

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Director/Secretary

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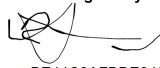
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and a secretary/two directors:)

Director

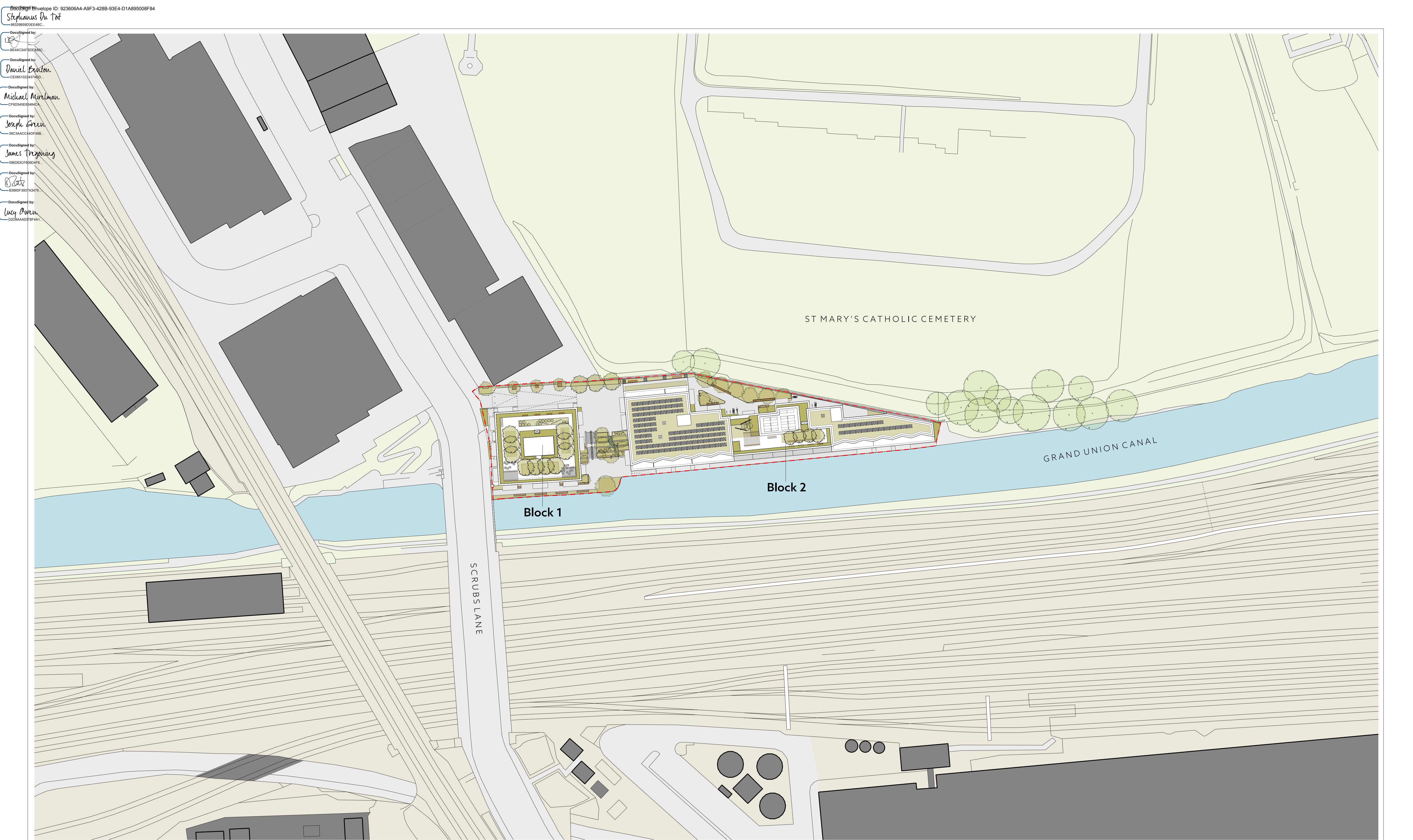
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Director/Secretary

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APPENDIX 1
PLANS



Notes:
Drawing should be used for information only.

Do not scale from this drawing. Dimensions are only approximate and should be checked on site.

All omissions and discrepancies to be reported to the Architect immediately.



Key Plan - Scale 1:2000@ A1
Site Boundary - - - - - 10 m 0 10 20 30 40 m

Planning	01/03/23	AG	P21
Revision description	Date	By	Rev

**GOLDSTEIN
HEATHER**

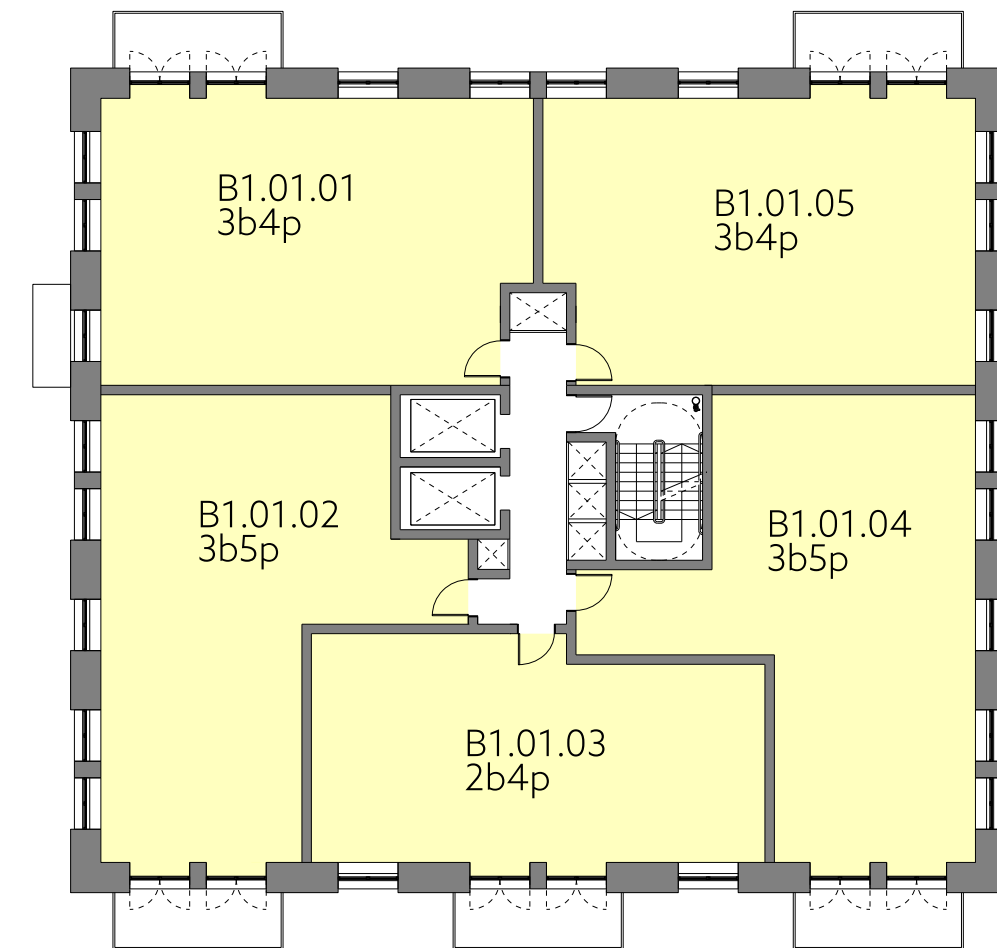
E: info@goldsteinheather.co.uk | T: 020 3876 8990

Project
Mitre Wharf, Scrubs Lane, NW10

Client
Satara Projects Ltd

Drawing
Plan 1
Site Plan

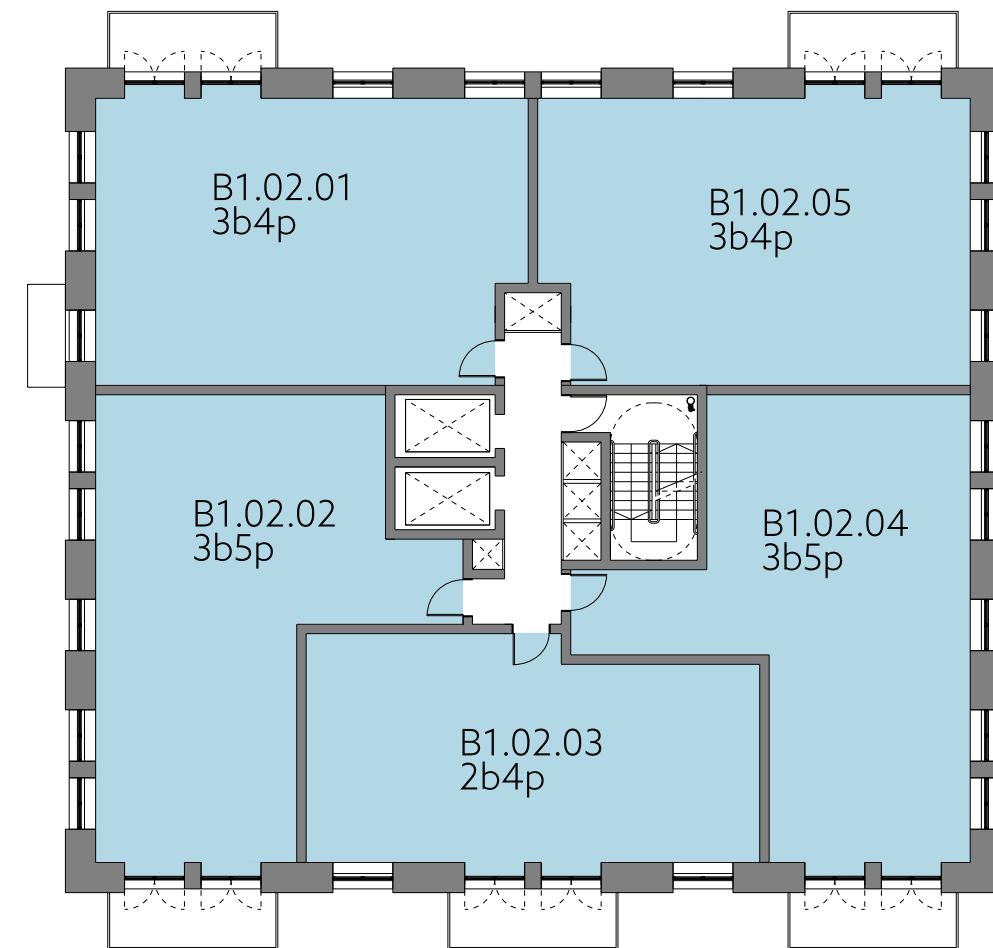
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Job number 21010	Drawing number GHA-XX-XX-DR-A-0003	Revision P21



Block 01 - Level 01

London Affordable Rented Housing Units Plan : 5

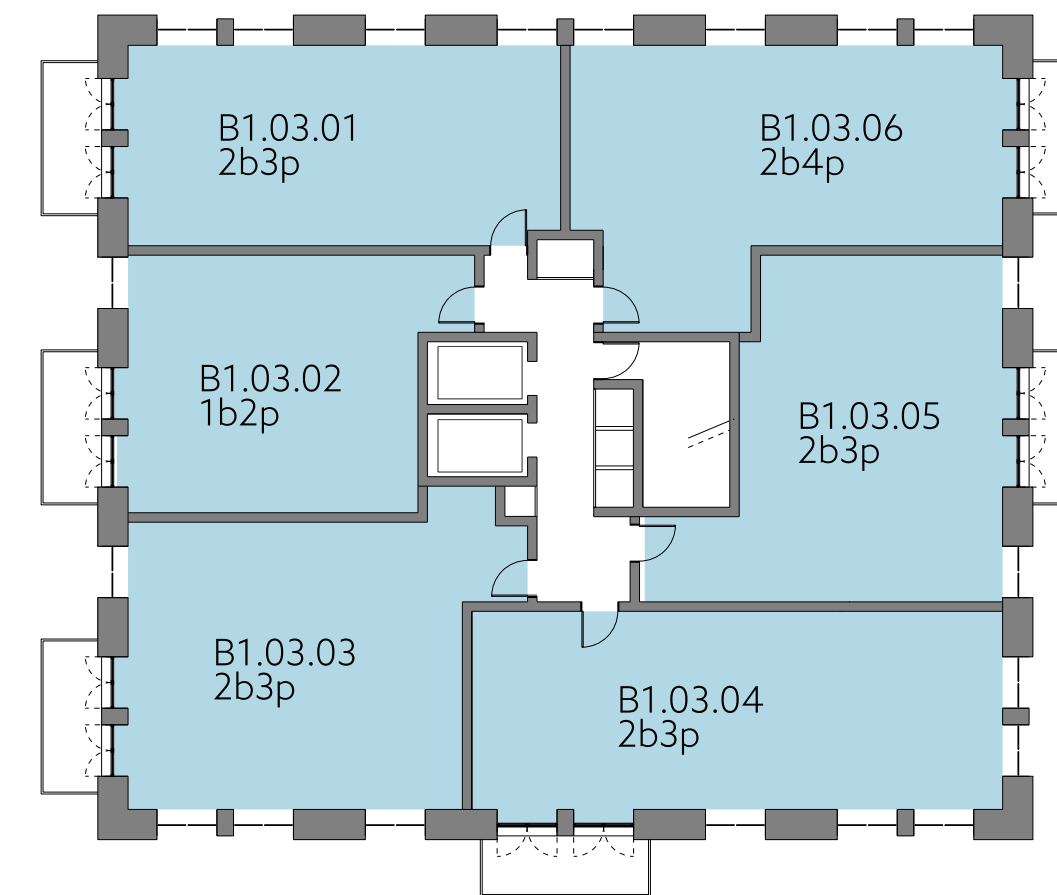
London Shared Ownership Housing Units Plan : 0



Block 01 - Level 02

London Affordable Rented Housing Units Plan : 0

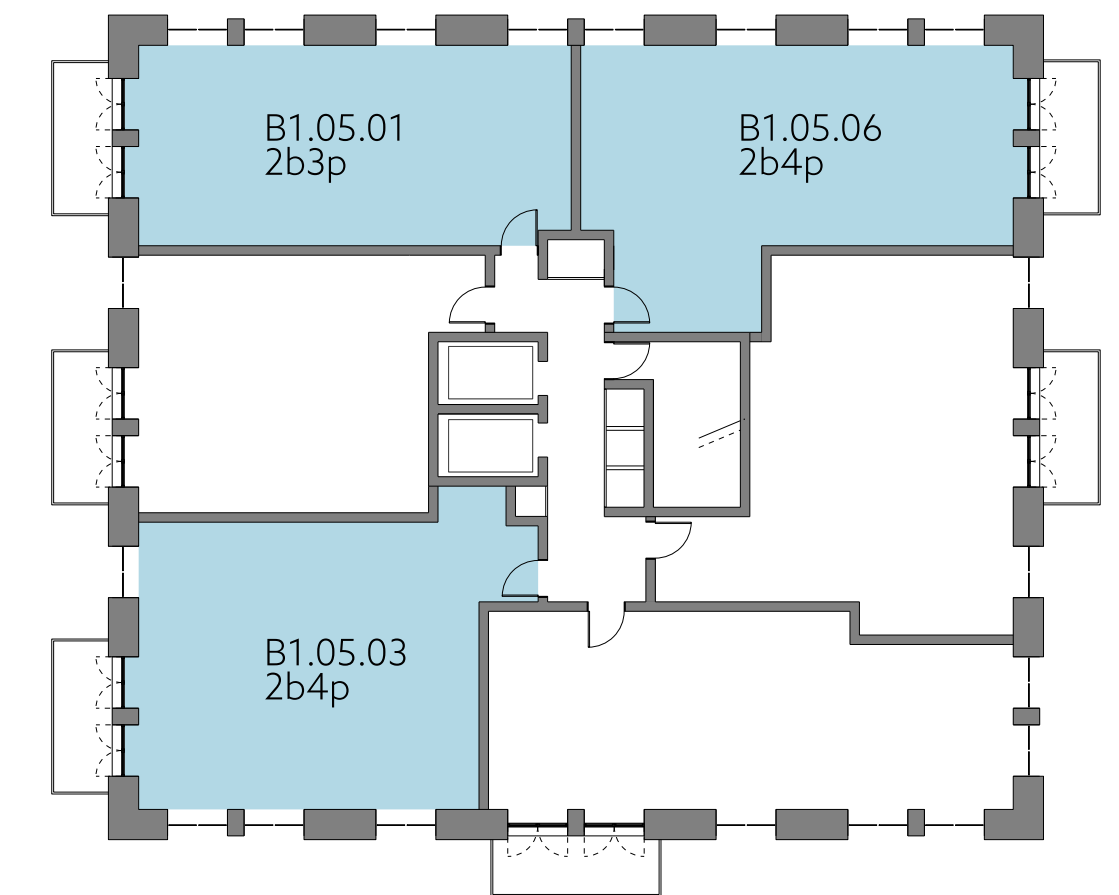
London Shared Ownership Housing Units Plan : 5



Block 01 - Level 03 & 04

London Affordable Rented Housing Units Plan : 0

London Shared Ownership Housing Units Plan : 12



Block 01 - Level 05

London Affordable Rented Housing Units Plan : 0

London Shared Ownership Housing Units Plan : 3



Notes:

Drawing should be used for information only.

Do not scale from this drawing. Dimensions are only approximate and should be checked on site.

All omissions and discrepancies to be reported to the Architect immediately.

Key Plan - Scale 1:2000@ A1
Site Boundary — — —

Key

Total London Affordable Rented Housing Units Plan : 5

Total London Shared Ownership Housing Units Plan : 20

Planning	17/11/22	SB	P01
Revision description	Date	By	Rev

GOLDSTEIN
HEATHER

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Project
Mitre Wharf, Scrubs Lane, NW10

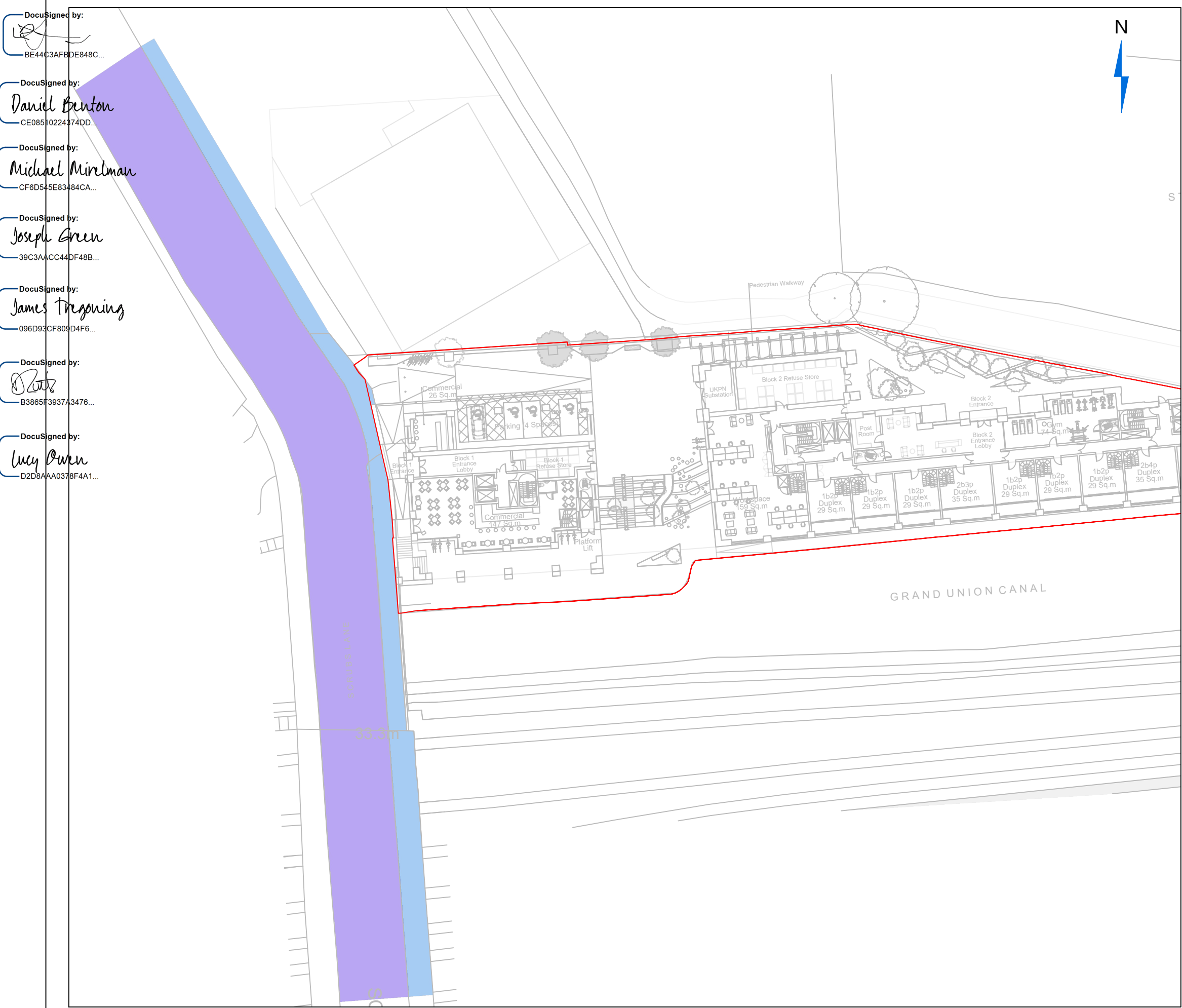
Client
Satara Projects Ltd

Drawing

Plan 2

Affordable and Shared Ownership Units

Drawn SB	Initially drawn 17/11/22	Scale 1:200@A 1:400@A3
Job number 21010	Drawing number GHA-XX-XX-DR-A-2051	Revision P01



NOTES

1. Do not scale from this drawing.

2. This drawing to be read & printed in colour.

3. This drawing is for illustrative purposes only.

KEY:

Site Boundary

Highway Reinstatement Works - Footway

Highway Reinstatement Works - Carriageway

A

Highway reinstatement area updated.

KB

AFG

10.02.2023

Rev

Details

REVISION HISTORY

Drawn

Checked

Date

Status:

☐ Preliminary

☐ For Approval

☐ For Construction

☒ For Information

☐ For Tender

☐ As Built

Client:

Satara Projects Ltd

Project:

Mitre Wharf
Scrubs Lane

Drawing Title:

Plan 3
Highway Reinstatement Works

Scale:

1:500

Size:

A3

Drawn by:

KB

Checked by:

AFG

Date:

22.11.2022

CANEPARO ASSOCIATES

Transport Planning & Highway Design

21 Little Portland Street • London • W1W 8BT • Tel. 020 3617 8200

Scheme Ref:

4625

Drawing No:

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Sheet :

1 of 1

Rev:

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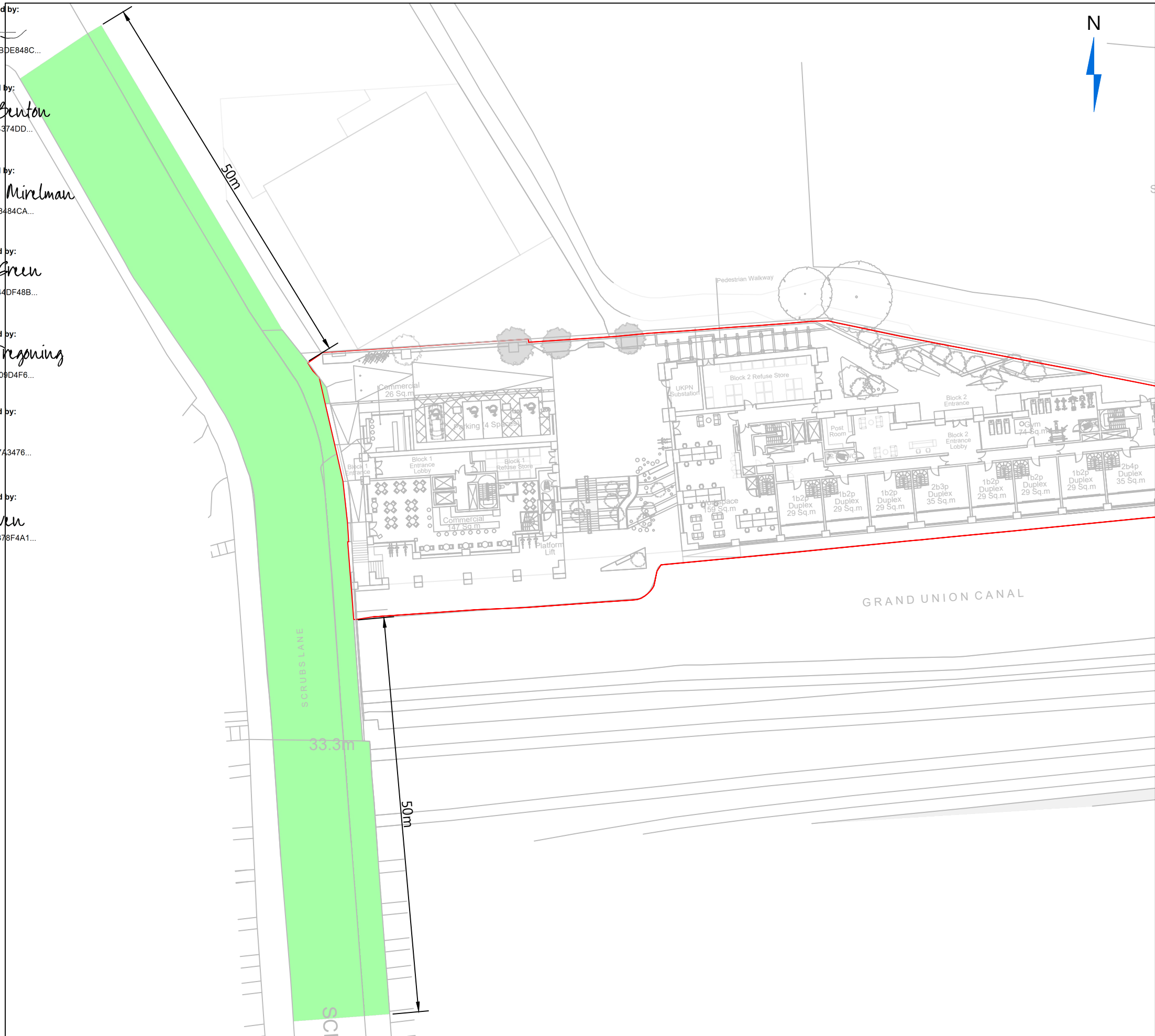
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1. Do not scale from this drawing.
2. This drawing to be read & printed in colour.
3. This drawing is for illustrative purposes only.

KEY:

	Site Boundary
	Highway Reinstatement Area

A	Highway reinstatement area updated.	KB	AFG	10.02.2023
Rev	Details	Drawn	Checked	Date

REVISION HISTORY

Status:	☐ Preliminary	☐ For Approval	☐ For Construction
	☒ For Information	☐ For Tender	☐ As Built

Client:

Satara Projects Ltd

Project:

Mitre Wharf
Scrubs Lane

Drawing Title:

Plan 4
Highway Reinstatement Area

Scale:	1:500	Size:	A3
Drawn by:	KB	Checked by:	AFG
		Date:	22.11.2022

CANEPARO ASSOCIATES
Transport Planning & Highway Design
21 Little Portland Street • London • W1W 8BT • Tel. 020 3617 8200

Scheme Ref:	Drawing No:	Sheet :	Rev:
4625	001	1 of 1	A



NOTES

1. Do not scale from this drawing.
2. This drawing to be read & printed in colour.
3. This drawing is for illustrative purposes only.

KEY:

	Site Boundary
	Highway Works

A	Highway reinstatement area updated.	KB	AFG	10.02.2023
Rev	Details	REVISION HISTORY		
		Drawn	Checked	Date
Status:	☐ Preliminary ☐ For Approval ☐ For Construction			
	☒ For Information ☐ For Tender ☐ As Built			

Client:

Satara Projects Ltd

Project:

Mitre Wharf
Scrubs Lane

Drawing Title:

Plan 5
Highway Works

Scale: 1:500 Size: A3

Drawn by: KB Checked by: AFG Date: 22.11.2022

CANEPARO ASSOCIATES
Transport Planning & Highway Design
21 Little Portland Street • London • W1W 8BT • Tel. 020 3617 8200

Scheme Ref: 4625	Drawing No: 003	Sheet : 1 of 1	Rev: A
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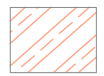
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ST MARY'S CATHOLIC CEMETERY

SCRUBS LANE

Key		
	Doorstep Play	REQUIRED - 240sq m PROVIDED - 233sq m
	Local Play Space	REQUIRED - 170sq m PROVIDED - 210sq m
	Neighbourhood Play Space	REQUIRED - 70sq m PROVIDED - 54sq m
	Total Play Space	REQUIRED - 480sq m PROVIDED - 494sq m



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AUS ACN 082 334 290
UK 10199853
PRC ID NO. 06000002201607080008
Sydney Melbourne Shenzhen Bristol
www.mcgregorcoxall.com

Client
Satara Projects

Project Team
Goldstein Heather / Quod / K2 Consultancy /
Integration / London Structures Lab / Caneparo
Associates / CSA Environmental / Probyn Gibbs
Associates / RPS group / GIA Surveyors / KP
Acoustics / DS Consult / Neaves Urbanism / A2 Site
Investigation / Ensaf Consultants / Neaves Urbanism

Project Name
Mitre Wharf
Project No.
0925BRS
Address
Scrubs Lane, London, NW10 6QE

Key Plan

Issue Log			
A	Issued for information	IF/MC	16/11/2022
Rev	Revision Description	By / Checked	Date

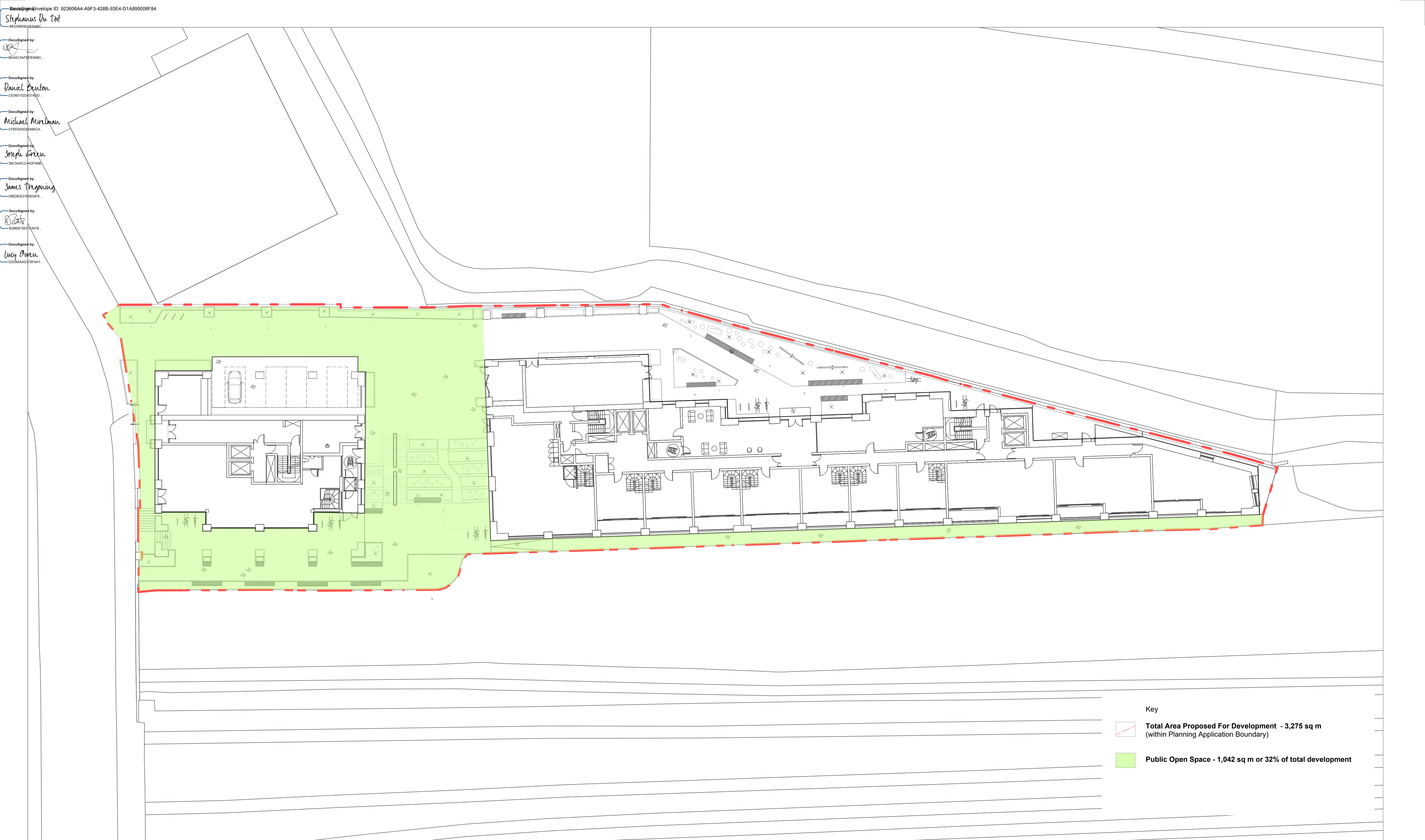
Scale
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All dimensions are in millimetres unless otherwise noted.
Do not scale from this drawing.



Phase
Design Development
Sheet Title
Plan 6 - Landscape Play
Sheet No.
LD-DD-07

Rev
A



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UK 10199853
PRC ID NO. 06000002201607080008
Sydney Melbourne Shenzhen Bristol
www.mcgregorcoxall.com

Client
Satara Project Ltd

Project Team
Goldstein Heather

Project Name
Mitre Wharf

Project No.
0925BRS

Address
Scrubs Lane, London, NW10 6QE

Key Plan

Issue Log			
A	Additional Information for Planning/MC	15/07/2022	
B	Issued for information IF/MC	16/11/2022	

Rev	Revision Description	By / Checked	Date
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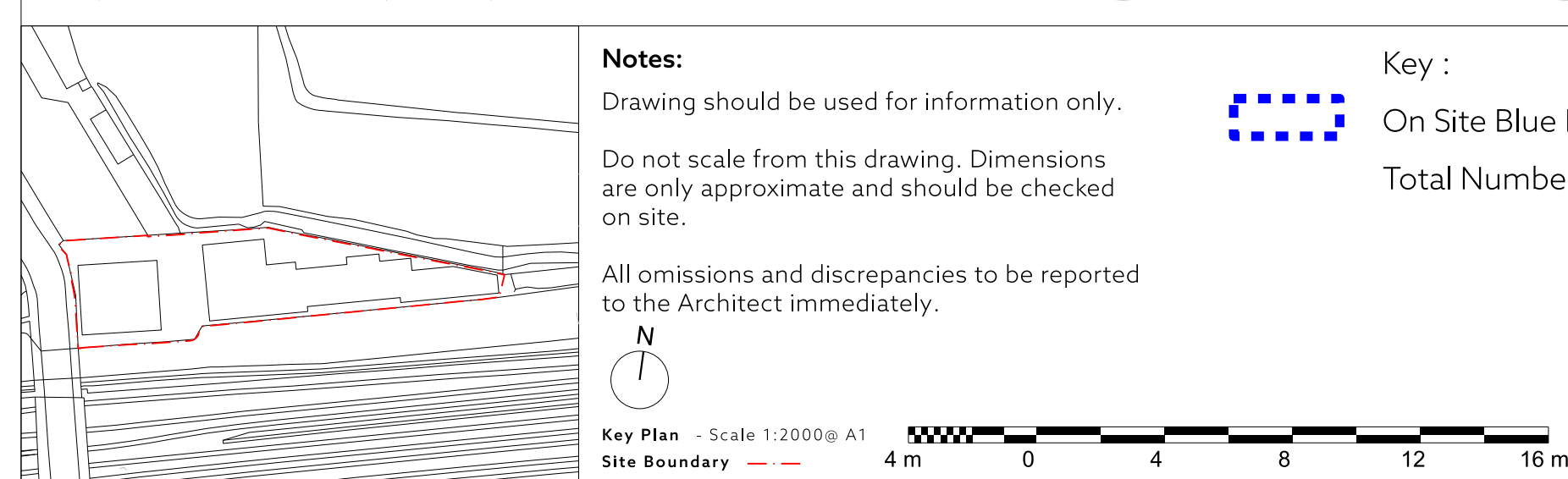
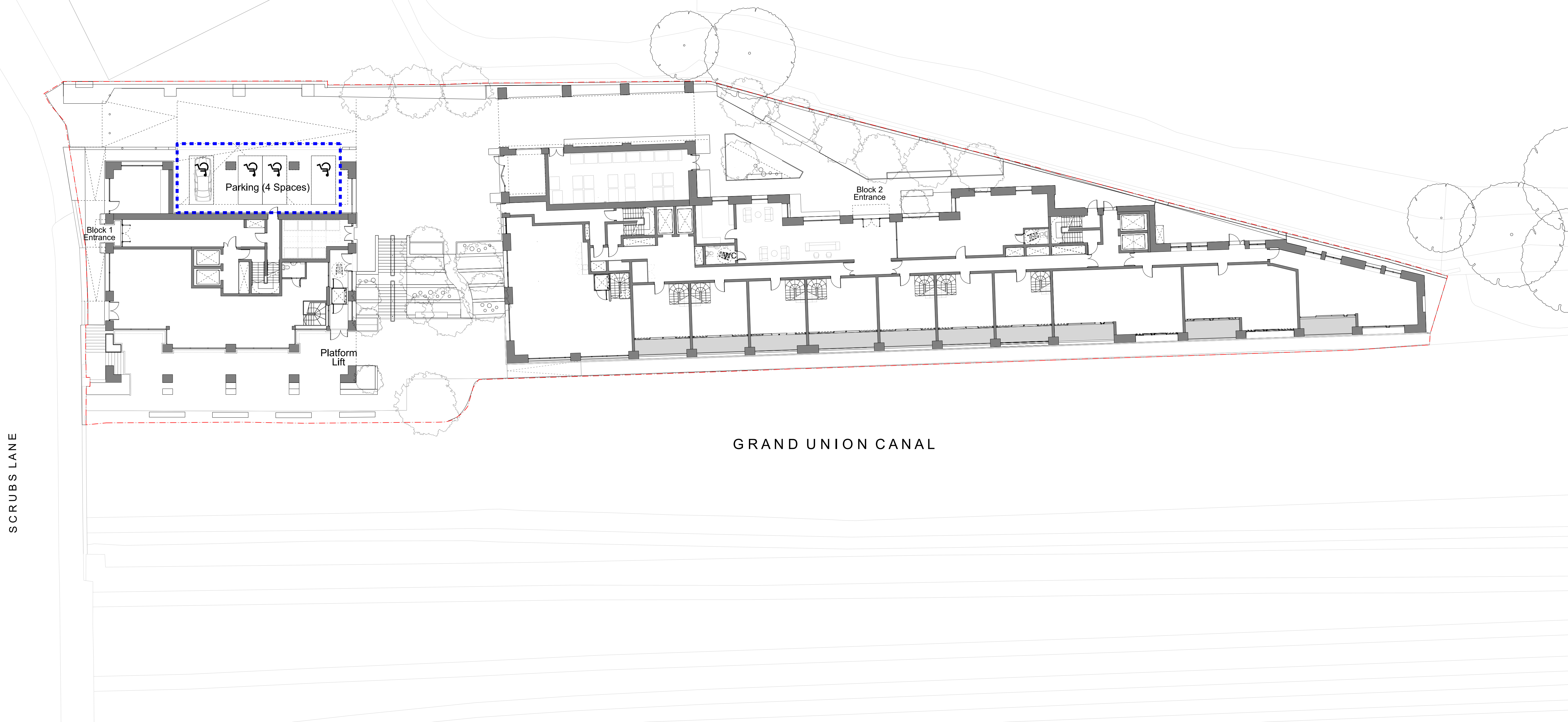
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All dimensions are in millimetres unless otherwise noted.
Do not scale from this drawing.



Phase
Design Development
Sheet Title
Plan 7 - Public Open Space
Sheet No.
LD-DD-13

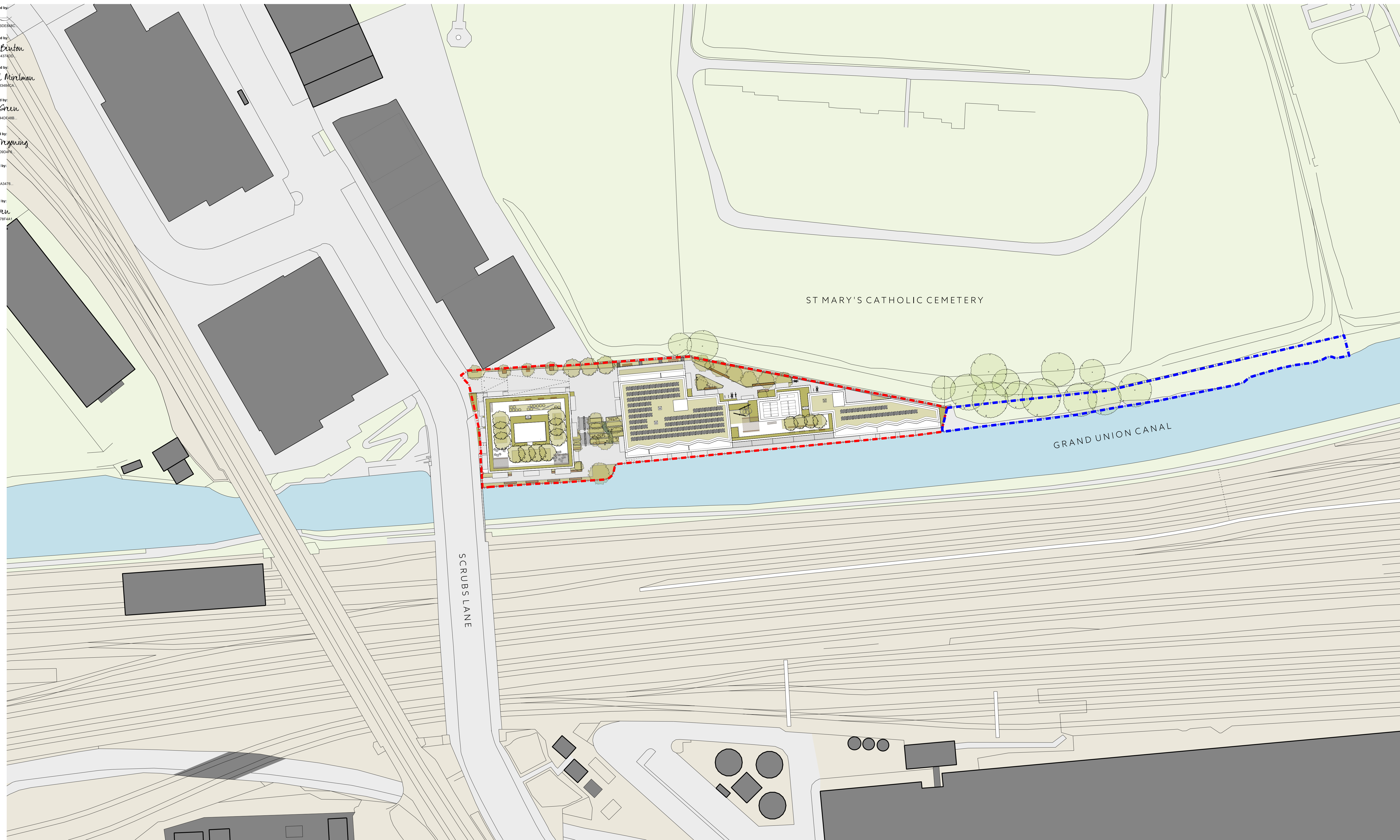
Rev
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**GOLDSTEIN
HEATHER**

Project	Mitre Wharf, Scrubs Lane, NW10
Client	Satara Projects Ltd

Drawing Plan 8 Parking Spaces Level 00			
Drawn SB	Initially drawn 17/11/22	Scale 1:200@A1 1:400@A3	
Job number 21010	Drawing number GHA-XX-00-DR-A-2053		Revision P01



Notes:
Drawing should be used for information only.
Do not scale from this drawing. Dimensions are only approximate and should be checked on site.
All omissions and discrepancies to be reported to the Architect immediately.

Key:
- - - Mitre Wharf Site Boundary Line
- - - KRAB Site Boundary Line

Key Plan - Scale 1:2000@ A1
Site Boundary - - - 10 m 0 10 20 30 40 m

Planning	22/11/22	SB	P01
Revision description	Date	By	Rev

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Project
Mitre Wharf, Scrubs Lane, NW10

Client
Satara Projects Ltd

Drawing
Plan 9
KRAB Land

Drawn SB	Initially drawn 22/11/22	Scale 1:500@A1 1:1000@A3
Job number 21010	Drawing number GHA-XX-XX-DR-A-2053	Revision P01

DocuSigned by:
Stephanus Du Toit
863298903E4E4BC

DocuSigned by:
Daniel Burton
CE0851024374BD0

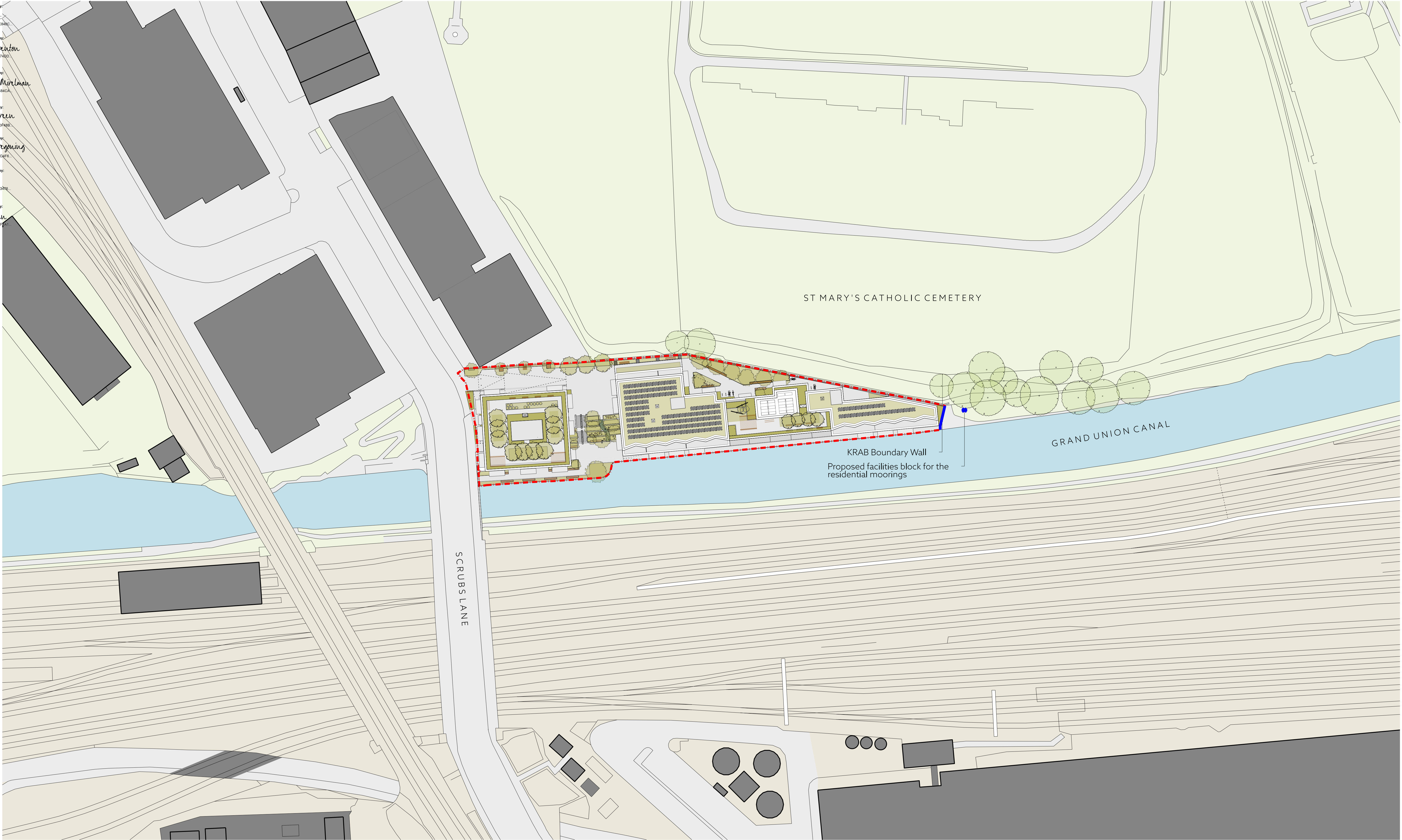
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Michael Murlman
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Joseph Green
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James Trengrove
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Lucy Owen
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Notes:
Drawing should be used for information only.

Do not scale from this drawing. Dimensions are only approximate and should be checked on site.

All omissions and discrepancies to be reported to the Architect immediately.

Key:
- - - Mitre Wharf Site Boundary Line
- - - KRAB Boundary wall

N

Key Plan - Scale 1:2000@ A1

Site Boundary - - - 10 m 0 10 20 30 40 m

Planning	13/02/23	SB	P02
Revision description	Date	By	Rev

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Project
Mitre Wharf, Scrubs Lane, NW10

Client
Satara Projects Ltd

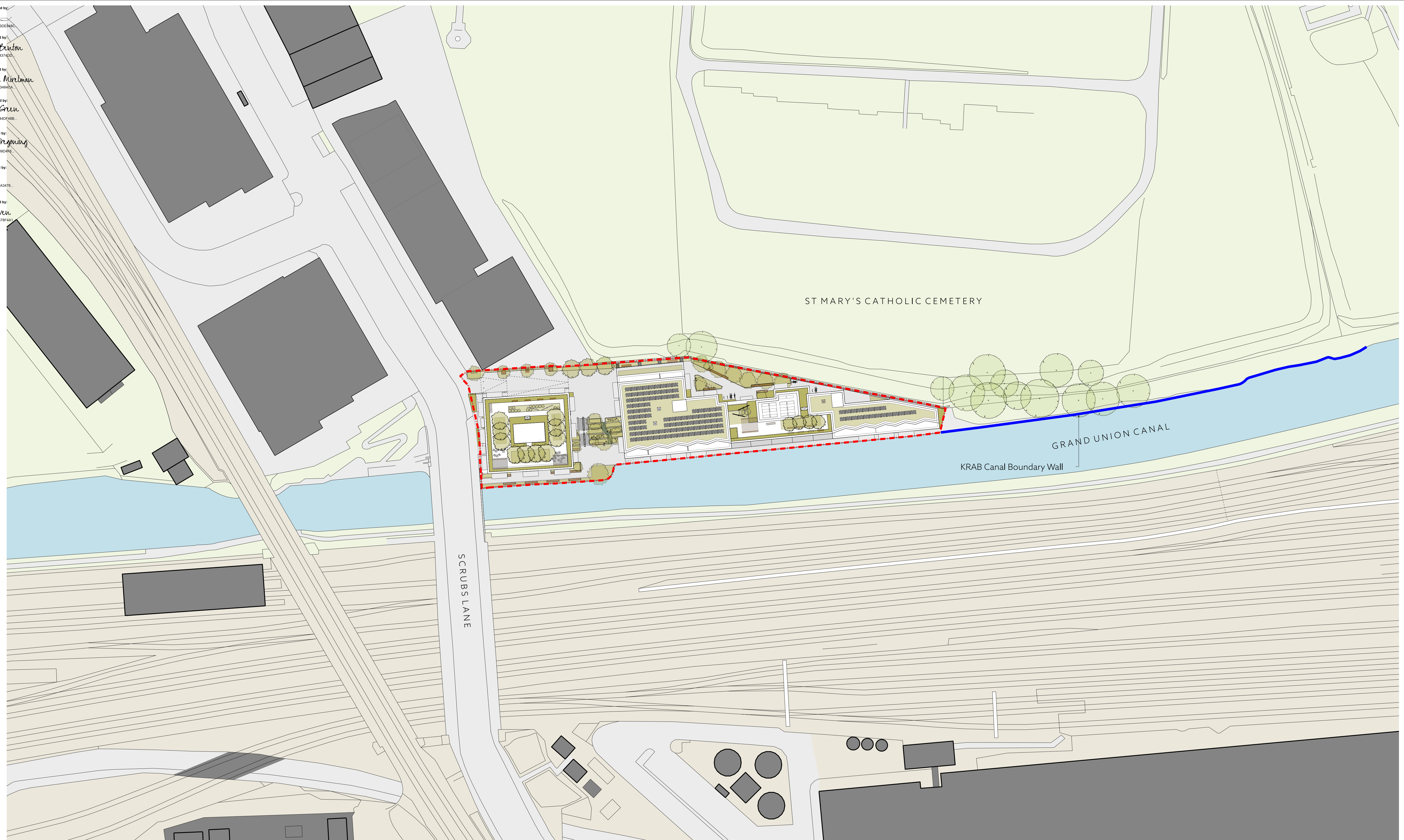
Drawing
Plan 10
KRAB Boundary wall

Drawn SB	Initially drawn 17/11/22	Scale 1:500@A1 1:1000@A3
Job number 21010	Drawing number GHA-XX-XX-DR-A-2052	Revision P02



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Revision
P02



— KRAB Boundary wall

Planning	13/02/23	SB	P01
Revision description	Date	By	Rev

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Revision

APPENDIX 2
DRAFT PLANNING PERMISSION



DECISION NOTICE

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

Please see notes at the end of this notice

Applicant

Satara Projects Ltd
C/O Agent

Agent

James Guthrie
Quod
8-14 Meard Street
London
W1F 0ED

Part I - Particulars of Application

Date of Application: 04 April 2022

Application No: 22/0066/FUMOPDC

Proposal: Demolition of existing structures and redevelopment of the site to provide two buildings comprising residential units (Use Class C3) above ground and lower ground floor commercial uses (Class E), including car and cycle parking, plant space, landscaping and associated works.

Location: Mitre Wharf, 131 Scrubs Lane, London, NW10 6QY

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Old Oak and Park Royal Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN GRANTED** for the carrying out of the development referred to in Part I hereof and as

described and shown on the application and plan(s) submitted, subject to the following condition(s):

1. 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 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:

21010-GHA-XX-XX-DR-A-0201 P10 – Existing Level Topography
 21010-GHA-XX-XX-DR-A-0201 P10 – Existing Level 00
 21010-GHA-XX-XX-DR-A-0240 P10 – Existing Site Section
 21010-GHA-XX-XX-DR-A-0001 P10 – Site Location Plan
 21010-GHA-XX-XX-DR-A-0002 P10 – Existing Site Plan
 21010-GHA-XX-XX-DR-A-0003 P20 – Proposed Site Plan
 21010-GHA-XX-XX-DR-A-0040 P10 – Site Section
 21010-GHA-XX-B1-DR-A-2001 P22 – Level B1
 21010-GHA-XX-00-DR-A-2002 P22 – Level 00
 21010-GHA-XX-01-02-DR-A-2003 P22 – Level 01
 21010-GHA-XX-01-02-DR-A-2003a P21 – Level 02
 21010-GHA-XX-03-DR-A-2004 P21 – Level 03
 21010-GHA-XX-04-DR-A-2005 P21 – Level 04
 21010-GHA-XX-05-06-DR-A-2006 P21 – Level 05 – 06
 21010-GHA-XX-07-DR-A-2007 P21 – Level 07
 21010-GHA-XX-08-DR-A-2008 P20 – Roof Level
 21010-GHA-XX-XX-DR-A-2020 P21 – South Elevation
 21010-GHA-XX-XX-DR-A-2021 P21 – North Elevation
 21010-GHA-XX-XX-DR-A-2022 P20 – West & East Block 1 Elevation
 21010-GHA-XX-XX-DR-A-2023 P20 – West & East Block 2 Elevation
 21010-GHA-XX-XX-DR-A-2040 P20 – Section A-A Block 1
 21010-GHA-XX-XX-DR-A-2041 P20 – Section B-B Block 2
 21010-GHA-XX-XX-DR-A-2042 P20 – Section C-C Block 2
 21010-GHA-XX-XX-DR-A-2050 P20 – Private Accommodation Flat Types Plan
 21010-GHA-01-01-DR-A-2060 P20 – Flat Types Level 01 -02 - Block 1
 21010-GHA-01-03-DR-A-2062 P20 – Flat Types Level 03 -04 - Block 1
 21010-GHA-01-04-06-DR-A-2063 P20 – Flat Types Level 05 - 06 - Block 1
 21010-GHA-02-B1-DR-A-2064 P21 – Flat Types Level B1 - Block 2
 21010-GHA-XX-00-DR-A-2065 P21 – Flat Types Level 00 - Block 2
 21010-GHA-XX-01-DR-A-2066 P21 – Flat Types Level 01 - Block 2
 21010-GHA-02-01-DR-A-2067 P21 – Flat Types Level 02 03- Block 2
 21010-GHA-XX-04-06-DR-A-2069 P21 – Flat Types Level 04 - 06 - Block 2
 21010-GHA-XX-07-DR-A-2070 P21 – Flat Types Level 07 - Block 2

21010-GHA-01-03-04-DR-A-2080 P10 – Flat Type 01
21010-GHA-01-03-04-DR-A-2081 P10 – Flat Type 02
21010-GHA-01-03-04-DR-A-2082 P10 – Flat Type 03
21010-GHA-01-03-04-DR-A-2083 P10 – Flat Type 04
21010-GHA-XX-XX-DR-A-2101 P10 – Bay Study 01 Block 2
21010-GHA-XX-XX-DR-A-2102 P10 – Bay Study 02 Block 2
21010-GHA-XX-XX-DR-A-2103 P10 – Bay Study 03 Block 2
21010-GHA-XX-XX-DR-A-2103 P10 – Bay Study 03 Block 2
21010-GHA-XX-XX-DR-A-2104 P10 – Bay Study 04 Block 1
21010-GHA-XX-XX-DR-A-2105 P10 – Bay Study 05 Block 2
21010-GHA-XX-B1-DR-A-1001 P21 – Fire Strategy Level B1
21010-GHA-XX-XX-DR-A-1002 P22 – Fire Strategy Level 00
21010-GHA-XX-XX-DR-A-1003 P21 – Fire Strategy Level 01
21010-GHA-XX-XX-DR-A-1003a P21 – Fire Strategy Level 02
21010-GHA-XX-XX-DR-A-1004 P21 – Fire Strategy Level 03
21010-GHA-XX-XX-DR-A-1005 P21 – Fire Strategy Level 04
21010-GHA-XX-XX-DR-A-1006 P21 – Fire Strategy Level 05-06
21010-GHA-XX-XX-DR-A-1007 P21 – Fire Strategy Roof Level
21010 Mitre Wharf Area and Accommodation Schedule 18/10/2022
LL-DD-00 Rev E – Legend
LL-DD-01 Rev G – Landscape Plan – Ground Floor
LL-DD-02 Rev G – Materials and Finishes Plan – Ground Floor
LL-DD-03 Rev E – Planting Plan – Ground Floor
LL-DD-04 Rev F – Landscape Plan – Roof
LL-DD-05 Rev F – Materials and Finishes – Roof
LL-DD-06 Rev E – Planting Plan – Roof
SE-DD-01 Rev C – Proposed Section 1 of 4
SE-DD-02 Rev C – Proposed Section 2 of 4
SE-DD-03 Rev C – Proposed Section 3 of 4
SE-DD-04 Rev C – Proposed Section 4 of 4
SH-DD-02 Rev E – Planting Schedule
Landscape Design & Access Report dated August 2022
Planning Statement by Quod dated March 2022
Landscape Management & Maintenance Report by McGregor Coxall dated August 2022
Design and Access Statement by Goldstein Heather dated October 2022
Internal and External Amenity Daylight/Sunlight Report by Daylight Sunlight Consulting Ltd dated March 2022
Daylight/Sunlight Report – Neighbouring Effects by Daylight Sunlight Consulting Ltd dated March 2022
Internal and External Amenity Daylight/Sunlight Report by Daylight Sunlight Consulting Ltd dated August 2022
Daylight/Sunlight Addendum Report by Daylight Sunlight Consulting Ltd dated October 2022
Heritage, Townscape and Visual Impact Assessment by Neaves Urbansim dated March 2022
Heritage, Townscape and Visual Impact Assessment Addendum dated August 2022
Health Impact Assessment V2 by Quod dated March 2022

Archaeological Desk-Based Assessment by RPS dated March 2022
 Preliminary Ecological Appraisal by CSA Environmental dated March 2022
 Biodiversity Net Gain Assessment by CSA Environmental dated March 2022
 CSA/5828/03 Bat Survey Report by CSA Environmental dated July 2022
 Tree Survey and Arboricultural Impact Assessment by Greengage dated March 2022
 Wind Microclimate Assessment Report by GIA dated March 2022
 Noise and Vibration Impact Assessment Report by KP Acoustics dated March 2022
 Flood Risk Assessment & Drainage Strategy Rev 01 by London Structures Lab dated March 2022
 Energy & Sustainability Statement by Integration dated March 2022
 Air Quality Assessment by Ensaf Consultants dated March 2022
 Construction Management Plan by K2 dated March 2022
 Preliminary Land Quality Risk Assessment by SLR dated January 2021
 Phase 2 Intrusive Land Quality Risk Assessment by SLR dated February 2021
 Statement of Community Involvement by Your Shout dated March 2022
 Transport Assessment by Caneparo Associates dated March 2022
 Travel Plan by Caneparo Associates dated March 2022
 Delivery and Servicing Plan by Caneparo Associates dated March 2022
 Fire Statement Gateway One Form
 HSE Response document dated July 2022
 HSE Response document dated August 2022

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

3. Building Heights - compliance

The development hereby permitted shall comprise two new buildings of 8 storeys and 9 storeys, each having a maximum height of 29.4 metres above ground level.

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

4. Floorspace – compliance

The development hereby permitted shall comprise the following uses and floorspace:

Use	Approved Floorspace
Residential (147 units) (Use Class C3)	11,842 sqm (GIA)
Commercial floorspace (Use Class E)	604 sqm (GIA)

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

5. Contaminated Land – prior to commencement

i) The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the local planning authority:

a. a further site investigation report pursuant to the recommendations set out in

the approved Phase 2 Intrusive Land Quality Risk Assessment prepared by SLR dated February 2021 and, unless otherwise agreed in writing by the local planning authority;

b. a detailed scheme for remedial works and measures to be undertaken to avoid risk from contaminants and/or gases and vapours when the site is developed and proposals for future maintenance and monitoring. Such scheme shall include the nomination of a competent person to oversee the implementation of the works.

ii) Unless otherwise agreed in writing pursuant to paragraph (i) above, the development hereby permitted shall not be occupied or brought into use until there has been submitted to and approved in writing by the local planning authority a verification report prepared by the competent person approved under the provisions of (i) (c) above confirming that any remediation scheme required and approved under the provisions of (i) (c) above has been implemented fully in accordance with the approved details (unless varied with the written agreement of the local planning authority in advance of implementation).

iii) Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under (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 the NPPF, and OPDC Local Plan (2018-2038) policy EU13 'Land Contamination'.

6. Waterway wall survey (Canal & River Trust) – prior to commencement

Prior to the commencement of the development hereby approved, a survey of the condition of the waterway wall, and a method statement and schedule of works identified shall be submitted and approved in writing by the Local Planning Authority. The repair works identified shall be carried out in accordance with the agreed method statement and repairs schedule, by a date to be confirmed in the repairs schedule.

Reason: To ensure that the structural integrity of the Grand Union Canal is maintained.

7. Construction and Environmental Management Plan – prior to commencement

No development shall commence, including any works of demolition, until a 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) 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);

- v) arrangements to demonstrate how any concurrent construction with HS2 works shall not impede the construction of the HS2 works;
- vi) arrangements to minimise the potential for noise and vibration disturbance, with consideration of the unique circumstances and sensitivity of the chapel;
- vii) locations for loading/unloading and storage of plant and materials used in constructing the development;
- viii) details showing the siting, design and maintenance of security hoardings;
- ix) wheel washing facilities and measures to control the emission of dust and dirt during construction;
- x) site lighting details;
- xi) site drainage control measures;
- xii) tree protection measures in accordance with BS 5837:2012;
- xiii) details of ecological mitigation measures including an operational lighting scheme for bats;
- xiv) details of specific mitigation in relation to breeding or foraging black redstart;
- xv) details of biodiversity and arboricultural mitigation measures including a pre-commencement check by an ecological clerk of works (ECoW) to determine whether nesting birds are present;
- xvi) a scheme for recycling/disposing of waste resulting from demolition and construction works in accordance with the waste hierarchy and circular economy principles;
- xvii) An Unexploded Ordnance assessment to be undertaken;
- xviii) Membership of the Considerate Constructors Scheme.

The development, including any works of demolition, shall only be carried out in accordance with the approved CEMP.

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties, and to support ecology/retention of trees in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity and safeguarding', D14 'Noise', G6 'Biodiversity and access to nature', and G7 'Trees and woodlands' and OPDC Local Plan (2018-2028) Policies T7 'Freight, Servicing and Deliveries' and T8 'Construction', EU5 'Noise and Vibration' and EU2 'Urban Greening and Biodiversity'.

8. Construction Logistics Plan – prior to commencement

No development shall commence, including any works of demolition, until a detailed Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority. The CLP shall include information on:

- (i) forecast programme and construction trips generated;
- (ii) booking systems;
- (iii) consolidated or re-timed trips; and
- (iv) secure off-street loading and drop off facilities;
- (v) use of logistics and consolidation centres;
- (vi) re-use of materials on-site;
- (vii) collaboration with other sites in the area;
- (viii) use of rail and water for freight; and

- (ix) implementation of a staff travel plan
- (x) 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); and
- (xi) compliance with the Construction Logistics Strategy for the wider OPDC area, if available.

The development, including any works of demolition, shall only be carried out in accordance with the approved CLP.

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2021) Policy T7 'Deliveries, servicing and construction' and OPDC Local Plan (2018-2038) Policy T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

9. Water infrastructure (Thames Water) – prior to commencement

Prior to commencement of the development, information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure.

10. Piling Method Statement (Thames Water) – prior to commencement of any piling

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

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

11. Fire Strategy – prior to above ground works

Prior to the commencement of above ground works, a 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 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).

12. Moorings – prior to above ground works

Prior to the commencement of above ground works, a scheme for the provision of the new commercial moorings along the canal frontage shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

Reason: To activate the canalside and provide moorings in accordance with OPDC Local Plan policies P3 'Grand Union Canal' and P10C4 'Mitre Canalside Cluster'.

13. Public lift in Building 1 – prior to above ground works

Prior to the commencement of above ground works, a detailed specification and management and maintenance plan for the public lift in Building 1 shall be submitted to and approved in writing by the local planning authority. The lift shall be provided in accordance with the approved details prior to the development being brought into use and retained for the lifetime of the development.

Reason: In the interests of providing inclusive access to the public realm for all users in accordance with London Plan (2021) Policy D5 'Inclusive design' and OPDC Local Plan (2018-2038) Policy D1 'Public Realm.'

14. Materials – prior to above ground works

Prior to the commencement of above ground works:

a) Samples of the facing materials, including glazing, and elevation drawings annotated to show where the materials are to be located shall be submitted to and approved in writing by the local planning authority;

b) Sample panels shall be constructed on site to show the typical facades including glazing, cladding and frames where relevant, made available for inspection by the local planning authority and approved in writing.

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

Reason: To ensure that the appearance of the building is suitable and it contributes positively to the character and appearance of the area in accordance with London Plan (2021) Policies D3 'Optimising site capacity through the design-led approach' and D4 'Delivering good design', and OPDC Local Plan (2021) Policy D3 'Well-designed Buildings'.

15. Wind microclimate – prior to above ground works

Prior to the commencement of above ground works, full details of proposed wind microclimate mitigation measures shall be submitted to and approved in writing by the Local Planning Authority. The relevant mitigation measures shall be installed in full before the area of the site requiring the mitigation is brought into use.

Reason: To ensure that the microclimate around the buildings is appropriate in accordance with London Plan (2021) policy D8 'Public Realm' and Local Plan (2021) policy D5 'Amenity'.

16. External Equipment – prior to above ground works

Prior to the commencement of above ground works, details of any external equipment to be installed on the building including window cleaning equipment and mechanical plant shall be submitted to and approved in writing by the local planning authority. The equipment shall only be installed in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) Policy D4 'Delivering good design', and OPDC Local Plan (2018-2038) Policy D3 'Well-designed Buildings'.

17. Hard and Soft Landscaping – prior to above ground works

Prior to the commencement of above ground works, full details of the hard and soft landscaping for all areas of the site (public open space, public realm, communal amenity areas) shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall include: -

- i) details of all materials and hard landscaping across the site;
- ii) details of all boundary treatments to the development;
- iii) details of any fences, walls or other means of enclosure;
- iv) details of shrub and tree planting across the site;
- v) details of biodiversity enhancements including how the development meets the UGF score of 0.4;
- vi) details of all play equipment;
- vii) details of all street furniture;
- viii) details of all signage;
- ix) details of all external lighting;
- xii) a programme of the implementation of the landscaping and the bringing into use of all areas of public open spaces, public realm and communal amenity areas;
- xiii) a landscaping maintenance and management plan.

The development shall be carried out in accordance with the agreed details (including the agreed programme agreed under criterion xii) and thereafter shall be maintained and managed in accordance with the plan agreed under criterion xiii). Any plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of 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 D3 'Optimising site capacity through the design-led approach', D4 'Delivering good design', G5 'Urban greening' and G6 'Biodiversity and access to nature', and OPDC Local Plan (2018-2038) Policies D1 'Public Realm' and EU2 'Urban Greening and Biodiversity'.

18. 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).

19. Waste and Recycling Management Plan – prior to above ground works

Notwithstanding the submitted details and prior to the commencement of above ground works, a waste and recycling management plan to show sufficient capacity for the waste and recycling generated during the operational phase of the development, and details of how servicing vehicles will safely access the site 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'.

20. Cycle Storage – Prior to above ground works

Prior to the commencement of above ground works, details of secure cycle storage that meets London Cycle Design Standards shall be submitted to and approved in writing by the local planning authority. The cycle storage shall be provided in accordance with the approved details, made available at all times to everyone using the development and not used for any other purpose. The development shall not be brought into use until the cycle storage has been provided in accordance with the approved details.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2021) Policy T5 'Cycling', and OPDC Local Plan (2018-2038)

Policy T3 'Cycling'.

21. Noise Assessment – compliance

The design and installation of new items of fixed plant shall be such that when operating the cumulative noise level LAeq Tr arising from the proposed plant, measured or predicted at 1m from the facade of the nearest noise sensitive premises, shall be a rating level of at least 5dB(A) below the background noise level LAF90 Tbg. The measurement and/or prediction of the noise should be carried out in accordance with the methodology contained within BS 4142:2014. The noise mitigation measures set out in the approved Noise and Vibration Impact Assessment Report prepared by KP Acoustics shall be implemented and maintained for the lifetime of the development.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2021) Policy D14 'Noise', and OPDC Local Plan (2018-2038) Policy EU5 'Noise and Vibration'.

22. Internal Noise Transmission – prior to above ground works

Prior to the commencement of above ground works a scheme of sound insulation and noise control measures shall be submitted to and approved in writing by the local planning authority. The approved scheme shall be implemented to the satisfaction of the local planning authority prior to the first occupation of any of the residential units and permanently retained thereafter to achieve the following internal noise targets:

- Bedrooms (23:00-07:00 hrs) 30 dB LAeq;
- Living Rooms (07:00-23:00 hrs) 35 dB LAeq; and
- Kitchens, bathrooms, WCs and utility rooms (07:00-23:00 hrs) 45 dB LAeq.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2021) Policy D14 'Noise', and OPDC Local Plan (2018-2038) Policy EU5 'Noise and Vibration'.

23. Drainage Strategy – compliance

The approved Drainage Strategy by London Structures shall be implemented in full before the development is first brought into use and the development shall only be carried out in accordance with the approved details.

Reason: To minimise the risk of surface water flooding in the vicinity of the site in accordance with London Plan (2021) Policy SI 13 'Sustainable drainage', and OPDC Local Plan (2018-2038) Policy EU3 'Water'.

24. Detailed Drawings – prior to relevant works

Notwithstanding the submitted details, prior to the commencement of work on the corresponding part of the development, detailed drawings comprising elevations and sections of the following parts of the development at 1:20 or 1:50 as appropriate with references to the heritage context shall be submitted to and approved in writing by the local planning authority:

- a) A bay study of the materials, cladding and glazing;
- b) Residential entrances (with canopies where relevant);
- c) Principle features on all facades;
- d) Balconies (including soffits and balustrades);
- e) Shopfronts and windows/glazing to the commercial uses;
- f) Typical window openings including surrounds;
- g) The parapets/roof edges and screens at the top of the building;
- h) Any roof level structures including flues and lift overruns;
- i) The screening to the parking area.

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

Reason: To ensure that the appearance of the building/development is suitable and it contributes positively to the character and appearance of the area in accordance with London Plan (2021) Policies D3 'Optimising site capacity through the design-led approach' and D4 'Delivering good design', and OPDC Local Plan (2018-2038) Policy D3 'Well-designed Buildings'.

25. Water Supply (Thames Water) – prior to occupation

No development shall be occupied until confirmation has been provided that either:-

- i) all water network upgrades required to accommodate the additional demand to serve the development have been completed; or
- ii) a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development.

26. Telecommunications Apparatus and Antennae/Satellite Dishes – prior to occupation

Prior to the occupation of the development, details to show appropriate locations for any telecommunications apparatus and communal antennae and satellite dishes that can be used by occupants of the development shall be submitted to and approved in writing by the local planning authority. Notwithstanding any provisions to the contrary, no telecommunications apparatus shall be installed on the building without the prior written agreement of the Local Planning Authority and any installation shall be in accordance with such.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) Policy D4 'Delivering good design' and OPDC Local Plan (2018-2038) Policy D3 'Well-designed Buildings'.

27. Lighting Strategy – prior to occupation

Prior to the occupation of the development, a lighting strategy to address all external lighting across the development including a lux plan indicating any light spill over the waterspace and any CCTV scheme shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2021) Policy D4 'Delivering good design', and OPDC Local Plan (2018-2021) Policy D3 'Well-designed Buildings'.

28. Car Parking Management Plan – prior to occupation

Prior to first occupation of any part of the development, a Car Parking Management Plan to demonstrate how the 4 accessible parking bays will be allocated and managed shall be submitted to and approved in writing by the local planning authority. The car parking spaces shall be provided and maintained for the lifetime of the development.

The development shall not be occupied until the Car Parking Management Plan has been approved in writing and the Plan shall be adhered to thereafter.

Reason: To provide suitable parking for disabled persons in accordance with London Plan (2021) Policy T6 'Car parking' and OPDC Local Plan (2018-2038) Policies D2 'Accessible and Inclusive design' and T4 'Parking'.

29. 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'.

30. Foul water drainage (Thames Water) – prior to occupation

No development shall be occupied until confirmation has been provided that either:-

1. Foul water Capacity exists off site to serve the development, or
2. A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan, or
3. All Foul water network upgrades required to accommodate the additional flows from the development have been completed.

Reason: Network reinforcement works may be required to accommodate the proposed development.

31. Ventilation/Extraction System – prior to occupation of the relevant commercial unit

Prior to the occupation of any relevant commercial unit, details of a ventilation/extraction system to serve any commercial unit identified for restaurant or café use shall be submitted to and approved in writing by the local planning authority. The approved system shall be installed in full accordance with the approved details before any of the units are brought into use and maintained thereafter.

Reason: To prevent nuisance from cooking smells for people using neighbouring properties in accordance with London Plan (2021) Policy SI 1 'Improving air quality', and OPDC Local Plan (2018-2038) Policy EU4 'Air Quality'.

32. Opening Hours - compliance

Customers shall not be permitted within any restaurant or café (Class E use) premises before 06.00 or after 00.00 on Monday to Saturday (not including bank holidays and public holidays) and before 07.00 or after 00.00 on Sundays, bank holidays and public holidays.

Reason: To protect the amenity of local residents in accordance with London Plan (2021) Policy D14 'Noise, and OPDC Local Plan (2018-2038) Policy TC11 'Night Time Economy Uses'.

33. Accessibility - compliance

All residential units indicated on the approved drawings as being suitable for wheelchair users shall be compliant with part M4 category 3 of the Building Regulations. All other units shall be compliant with part M4 category 2 of the Building Regulations.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2021) Policy D7 'Accessible housing', and OPDC Local Plan (2018-2038) Policy D2 'Accessible and Inclusive Design'.

34. Electric Vehicle Charging Points – compliance

Electric vehicle charging points (EVCP) shall be provided for 100% of the car parking spaces. The EVCP shall be constructed and marked out and the charging points installed prior to any of the residential units being brought into use and thereafter retained permanently to serve the vehicles of occupiers.

Reason: To encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2021) OPDC Local Plan (2028-2038) Policy T4 'Parking'.

35. Roof Gardens – compliance

The roof gardens on Buildings 1 and 2 shall be laid out in accordance with the approved details prior to occupation of any of the residential units and thereafter retained and maintained for use by residents of both blocks for the lifetime of the development, unless otherwise agreed in writing with the local planning authority.

Reason: In the interests of providing private amenity space and child play space for all residents in accordance with London Plan (2021) Policies D5 'Inclusive design' and S4 'Play and informal recreation', and OPDC Local Plan (2018-2038) Policy D8 'Play Space, EU1 'Open Space', and H4 'Design of Family Housing'.

36. Energy Strategy - compliance

The development hereby approved shall be implemented in accordance with the Energy and Sustainability Statement by Integration dated 30 March 2022. The measures contained in the Energy and Sustainability Statement shall be maintained for the lifetime of the development.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2021) Policies SI 2 'Minimising greenhouse gas emissions', SI 3 'Energy infrastructure' and SI 4 'Managing heat risk' and OPDC Local Plan (2018-2038) Policy EU9 'Minimising Carbon Emissions and Overheating.

37. Circular Economy – compliance

The development shall be carried out and operated in accordance with the Circular Economy Statement prepared by Integration and dated 28.03.2022.

An update to the report 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'.

38. 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'.

39. Water Efficiency - compliance

The development hereby approved shall fully comply with the optional requirements set out in paragraph (2)(b) of Requirement G2 of the Building Regulations 2010, as amended, to ensure that mains water consumption would meet a target of 105 litres or less per head per day, excluding an allowance of 5 litres or less per head per day for external water consumption for the residential uses, as well as complying with the BREEAM 'Excellent' requirements for a 40% reduction in water consumption for the non-residential uses.

Reason: To ensure the development delivers appropriate levels of water efficiency in accordance with London Plan (2021) policy SI 5 'Water infrastructure, OPDC Local Plan (2018-2038) Policy EU3 'Water'.

40. Ecological Mitigation - compliance

The development, including any works of demolition, shall only be carried out in full accordance with the measures set out in the Ecological Assessment Report and these ecological mitigation measures shall also be included within the CEMP.

Reason: To ensure adequate protection for protected species that may be present on the site in accordance with London Plan (2021) policy G6 'Biodiversity and access to nature', and OPDC Post Submission Modified Draft Local Plan (2021) policy EU2 'Urban Greening and Biodiversity'.

Proposed 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 will be liable to pay the Mayor of London's Community Infrastructure Levy. 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 advised that prior to making a submission in relation to conditions requiring further details of external materials, that they should discuss the materials

to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.

4. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and can reduce the risk to life.
5. 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 <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
6. The developer is advised that the application site is in the vicinity of land that may be required to construct and/or operate Phase One of a high-speed rail line between London and the West Midlands, known as High Speed Two. Powers to construct and operate High Speed Two were secured on 23 February 2017 when Royal Assent was granted for Phase One of HS2. Accordingly the applicant is advised to follow ongoing progress of the HS2 project at: <https://www.gov.uk/government/collections/high-speed-rail-london-west-midlands-bill>."
7. There will be a requirement for coordination in respect to the site's demolition/construction activities, HS2's adjacent tunnelling works and the associated ground movement monitoring of the Thames Water trunk sewer (Mid Level No 1 sewer) that crosses the site in question. The developer is requested to contact TWUL's HS2 Project Manager (paul.bergin2@thameswater.co.uk) at least 1 month prior to any site demolition or construction activities.
8. The developer is advised that permission is required from Canals and River Trust to discharge surface water runoff into the Grand Union Canal.

Proactive and Positive Statement

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

OPDC, as the local planning authority, has worked with the applicant in a positive and proactive manner by offering a full pre-application service to ensure that the applicant had the opportunity to submit an application that was likely to be considered favourably. In

addition, the local planning authority provided guidance on how outstanding planning matters could be addressed prior to determination of the application. The application complies with relevant national, regional and local planning policy and OPDC has decided to grant planning permission accordingly.

Dated this:

Emma Williamson
Director of Planning
Old Oak and Park Royal Development Corporation

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

Appeals to the Secretary of State

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

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

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

- * The Secretary of State can allow a longer period for giving notice of an appeal, but the Secretary of State will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.
- * The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any Development Order and to any directions given under a Development Order.

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

- * In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by the Secretary of State.

Purchase Notices

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

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APPENDIX 3
RENT AND NOMINATIONS AGREEMENT

LONDON BOROUGH OF BRENT

&

REGISTERED PROVIDERS (RP)

NOMINATIONS AGREEMENT FOR AFFORDABLE DWELLINGS

1. Parties to the Agreement

This is an agreement between

The Mayor and Burgesses of the London Borough of Brent (the Council) and
[Registered Provider] (the Association)

2. Aims and Objectives

2.1 This agreement sets out the policies and procedures for the nomination by the Council to the Association for [xx] Affordable Rented Housing Units and [xx] Social Rent Units ("The Rent Units") as particularised at Appendix 1 to this agreement, situated at [property address] which is registered at HM Land Registry under title number [xx].

2.2 The aims of this agreement are:

- a) to ensure equality of opportunity in the nominations process;
- b) to enable the Council and the Association to work together to meet housing need and create sustainable communities in the London Borough of Brent;
- c) to ensure that the Association's vacant properties are let as quickly as possible to appropriate nominees;
- d) to improve the service and information to potential nominees and to enable applicants to participate in choice based lettings.

3. Publicity and Information

3.1 The Council will make available information about any vacant units in the Development available to all nominees applying for re-housing on request and update information on the properties as necessary in conjunction with the Association.

3.2 The Association will commit to providing information to the Council about any vacant units within the Rent Units.

3.3 The Association will provide information about the Association to its prospective Tenants

4. Scope of the Agreement

4.1 This agreement covers all lettings by the Association of the Rent Units. It is without prejudice and supplemental to any other property specific or general nominations agreement(s) between the Association and the Council

4.2 Social Rented Housing and Affordable Rented Housing has the following meaning:

Social Rented Housing – rented housing owned and managed by a Registered Provider for which guideline Target Rents are determined through the national rent regime

Affordable Rented Housing – rented housing provided by a Registered Provider where the rent charged is outside the national rent regime but is subject to other rent controls that require it to be offered to eligible households at a rent up to 80 per cent of the local market rent

5. Nomination Quotas

- 5.1 The Association will make 100% of the Rent Units available for nomination by the Council on first lettings. The Association will make 100% of voids of the Rent Units available for nomination by the Council on subsequent lettings. .
- 5.2 Unless clause 9.6 applies, the Association agrees that the Council will be afforded 100% reciprocal nomination rights In respect of any dwellings that are owned managed by the Association within the London Borough of Brent and that become void and available for use as a consequence of the Association nominating its residents to occupy one of the Rent Units .

6. Nomination Procedure

The Association and the Council will respectively appoint staff who will act as authorised contacts for dealing with nominations. The procedure for nomination will depend on whether the Association is a member of Locata Choice Based Lettings scheme.

7. Nomination Period

This agreement shall remain in force for as long as the Association remains the leasehold owner of the Rent Units

8. Non-Locata Partners

- 8.1 In conjunction with the West London Boroughs, the Council is committed to providing choice for homeseekers and Associations seeking housing in the West London area. The Council wishes to encourage Associations to participate in choice based lettings and intends to let the majority of available properties, whether Council lets or nominations, via the Locata Choice Based Lettings scheme.
- 8.2 In the event that the Association is not a Locata Partner and in order to promote efficiency in the letting of property, the Council will provide the Associations who are not Locata partners with an annual timetable of the deadlines for the submission of advertisements in the Locata online freesheet.
- 8.3 In order to minimise void periods, the Association should advise the Council of forthcoming voids as soon as possible by email or fax (or any other agreed practice) on the prescribed form. The Association must provide sufficient information to enable the Council to prepare an advertisement. Reference should be made to any particular

feature of the property or its location in the interests of providing information to potential bidders.

- 8.4 Following receipt of the void notification, the Council will place the advertisement in the next online freesheet to be published. Locata online freesheets are published fortnightly and the deadline for inclusion in the online freesheet is 4:30pm on Monday (or any other agreed deadline). Void notifications should therefore be made available to the Council by midday on the relevant day, although the Council will use its best endeavours to meet deadlines in all circumstances.
- 8.5 In the event that the Council misses a relevant deadline for publication and the vacant property is ready for occupation or likely to be ready within a short period of time, the Association can seek a direct nomination from the Council to minimize void periods where appropriate. However, should the Association miss the deadline, the Council will use its discretion as to whether or not it pursues a direct nomination. The Council undertakes to notify the Association of any missed deadline in these circumstances.
- 8.6 In completing the advertisement for any property, the Council may specify that priority for the property will be given to a particular quota or allocations scheme within its annual allocation plan. Although the Council aims to submit the majority of available properties to choice, from time to time it may also make direct allocations.
- 8.7 Where properties are advertised, shortlists of successful applicants will be made available to the Council eight days after the publication deadline. The details of up to five applicants will then be forwarded to the Association within 24 hours, following verification of eligibility by the Council. Information on applicants will be given to the Association in line with the agreement on information sharing below.
- 8.8 Where the Council wishes to nominate to a vacant unit directly, it will provide details of a nominee within two working days of receiving the request. Details of a direct nomination will be provided by email or telephone and confirmed in writing.

9. Locata Partners

- 9.1 The Council intends to let the majority of available units, whether Council lets or nominations, via the Locata Choice Based Lettings scheme, but may occasionally require properties for direct nomination.
- 9.2 Where the Council requires a direct nomination it will either refer it to the Association or place on Locata, a request that the property is to be withdrawn.
- 9.3 Otherwise, the Association will create an advertisement for inclusion in the next available edition of the Locata online freesheet for publication on the Council's page.
- 9.4 Within the deadline for the submission of the relevant advertisement, it is agreed that the Council may specify that priority will be given to any quota or allocations scheme to meet the priorities within its annual allocation plan. The Council may also amend the advertisement to give preference to priority groups.
- 9.5 On receipt of a verification request, the Council will verify the eligibility of up to five applicants with the highest priority and notify the Association within three working days. Information regarding the support needs and conduct of the prospective

Associations will be given to the Association in line with the agreement on information sharing below.

10. Viewing and Offers

- 10.1 The Association will arrange viewings and interviews as appropriate with the short-listed applicants or direct nominees. The Association may decide how many applicants it wishes to invite to view and may undertake multiple viewings according to the circumstances of the case.
- 10.2 The unit will be offered to the applicant in the highest position on the shortlist or otherwise directly nominated. If a shortlisted applicant refuses the offer (or has not accepted within 2 working days of the offer being made, which shall be a “Deemed Refusal”), the unit will be offered to the remaining applicants in descending order of priority on the short list.
- 10.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council (or where applicable the Association) may provide up to five more short listed applicants, or a direct enforceable nomination within one working day.
- 10.4 It may be the case that not all of the applicants on the shortlist have been verified before the shortlist is used. In these circumstances, the Association must check with the Council that the relevant applicant has been verified before the tenancy is signed.
- 10.5 Provided the information supplied by the Association is accurate, a void unit will need to be advertised only once. If there are no bidders or all of the short-listed applicants refuse the unit, the Council will be given the opportunity to make a direct nomination.
- 10.6 If the Council fails to provide a direct nomination within five working day of notification of such an outcome, then the Association may retain the unit, which will count as a nomination under this agreement, unless there is a mutual agreement to re-advertise.
- 10.7 The Association will inform the Council by telephone or email of the name of the successful applicant or nominee and the anticipated tenancy commencement date within two working days of acceptance. In the case of new build or rehabilitated units where handover has not yet taken place, the tenancy commencement date will be provided immediately following handover.

11. Equal Opportunity and Diversity

- 11.1 Advertisements for such units should include reference to services designed to benefit a particular group and expressly encourage them to apply, but may not exclude other applicants from normal consideration under choice based lettings. This situation may be subject to review at any time as a consequence of legal opinion or direction.

12. Association Support

- 12.1 If the successful nominee has been or is receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Association accordingly.

12.2 If the nominee has a history of anti-social behaviour the Council will advise the Association. Notwithstanding 13.2 (e) this will not preclude the nominee from being accepted.

12.3 If the nominee has an unspent conviction that may preclude them from being accepted by the Association, see 13.2 (f), the Council will advise the Association accordingly.

13. Rejections by the Association

13.1 The Association will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the unit to any applicant with the highest priority on the shortlist who the Council consider to be eligible.

13.2 The following circumstances will be acceptable reasons for the rejection of a nomination or eligible applicant by the Association:

- a) the property is not suitable for the nominee or a member of their household, eg. on grounds of age, disability, ill health, or location;
- b) there has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable;
- c) the nomination does not conform to the Association's allocations policy;
- d) the applicant is unable to sustain a tenancy;
- e) there is a known history of anti-social behaviour by either both the nominee or associated with the property or location and the housing of the nominee would not be consistent with a sensitive letting;
- f) the nominee has an unspent conviction which would make the nomination unsuitable e.g. arson.
- g) the nominee has been evicted previously by the Association
- h) The Nominee is under 18 and does not have a guarantor for the rent and a Council provided funded or approved support package

14. Refusals of Offers

14.1 Offers made as the result of choice based bids are not generally enforceable under the Council's limitations of offers policy unless the Association is given prior notice. However, direct nominations made by the Council are enforceable offers unless otherwise specified.

14.2 Where the Council is enforcing a direct offer, the Association must advise the Council as soon as possible of a refusal and confirm in writing or by e-mail. The offer should then be held for no longer than five working days after the Association has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.

14.3 In the event the Council needs more than five days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

15. Confidentiality

15.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including Registered Providers and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.

15.2 The Council and the Association agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 15.1 above, and will not be disclosed to third parties or other persons without a need to know or without the consent of the applicant.

15.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the Association at the point of nomination or verification of short listed applicants.

16. Information Sharing

16.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the Association the needs and potential risks associated with any applicant or household member and provide relevant information. If the successful nominee has been receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Association accordingly.

16.2 Information included under this agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of Association's employees. In providing information, the Council will disclose:

- a) age, gender, race and ethnic origin;
- b) any long-term illness, disability or vulnerability that may require special housing or care or support, including care and support packages provided by statutory or other agencies;
- c) relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community;
- d) Immigration status and language or interpretation requirements.
- e) Any unspent convictions

16.3 This agreement will aim to support the information-sharing protocol that has been developed by the Housing Corporation and that is now applied by the Homes and Communities Agency.

17. Record Keeping and Monitoring

17.1 In order to minimise unsuitable nominations, the Council will regularly review its housing application lists.

17.2 The Council will monitor nominations to the Association on a regular basis and will produce a report at the end of each financial year which will be made available to the Association as part of the annual review.

18. Preventing discrimination and promoting community cohesion

18.1 The Council and the Association are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, disability, appearance, age or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

18.2 The Council will keep records of the race and ethnic origin of all nominations made to the Association and of all nominees who are offered a tenancy. A summary of this information will be included in the Council's annual report on nominations.

18.3 The Association will monitor its lettings via the CORE and Locata systems or any other approved system.

19. Disputes

19.1 Where any matter the subject of this agreement shall be in dispute, the Council and the Association shall seek to use reasonable endeavours to resolve the same within 28 days of the dispute arising.

19.2 Failing the resolution of the dispute within 28 days of the same arising, the Council and the Association may refer the dispute for the determination by a single expert qualified to deal with the subject matter of the dispute who shall be jointly appointed by the parties within a period of 14 days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Law Society.

19.3 The expert will be instructed to produce his or her determination within 28 days of instruction. 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.

20. Forms

20.1 The following forms are used by officers from the Council and Registered Provider (RP) partners to process and monitor nominations to properties:

- (a) Quarterly lettings form;
- (b) Definitions of headings within the quarterly lettings form;
- (c) Property quality assessment form;
- (d) Request for a nominations form;
- (e) Nominations form;

- (f) Outcome of an offer form;
- (g) Nominations authorised officers list;
- (h) Guidance on when Registered Providers reject Brent nominees.

20.2 The above forms are available from the Council's Nominations/Allocations Team.

DRAFT

Signed on behalf of the London Borough of Brent:

Signature

Name Position:

Date.....

Signed on behalf of [](“The Association”)

Signature

Name Position

Date.....

Appendix 1: Schedule of Properties

Mix	Tenure	Flat number	Block Name	Street no	Street name	POST CODE
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DRAFT

THIS DEED OF NOMINATION RIGHTS is made the day of 202

BETWEEN

- (1) [Registered Provider name] registered society as defined in section 1 of the Co-Operative and Community Benefit Societies Act 2014 with number [xx] whose registered office is at [address] ("RP")
- (2) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall New Broadway London W5 2BY ("the Council")

NOW THIS DEED WITNESSETH as follows:-

1. Aim and Objectives

- 1.1 This agreement sets out the policies and agreed procedures for the nomination by the Council to RP for [xx] of the Social Rented Housing Units (comprising [xx] one-bed units, [xx] two-bed units and [xx] three bed units) and [xx] Affordable Rented Housing Units (comprising [xx] one-bed unit and [xx] two-bed units), as defined and particularised as the Rent Units in clause 1.3 of this agreement, situated at [name of development] which is registered at HM Land Registry under title number [number]

- 1.2 The aims of this agreement are:

- a) The Council is committed to providing choice for tenants looking for accommodation;
in the West London area and wish to encourage their partner Registered Providers to participate in choice-based lettings and expect that properties subject

to this Nomination Agreement will be let through the LOCATA, choice based letting scheme.;

- b) As part of our partnership working arrangement, the Council's aim is to prevent rental loss or high void turnaround time. The Council is therefore flexible in its operations with Registered Providers and will ensure that quick decisions are made on individual properties accordingly to ensure that there are no adverse impacts on the Registered Providers void turnaround times;
- d) To improve the service and information to potential nominees and to enable applicants to participate in choice based lettings;

1.3 In this Deed the following words shall have the following meanings:-

“Affordable Housing Units” means the Rent Units at the Property;

“Allocations Policy” means the Allocations Policy set out in the Schedule hereto;

“Chargee” means a mortgagee or chargee of the whole or any part of the Rent Units (or a receiver including an administrative receiver) appointed by a mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) or any persons or bodies deriving title through such mortgagee or chargee or Receiver.

“Council’s Allocation Scheme” means the Council’s allocations scheme under Part V1 of the Housing Act 1996, amended 2013, and as may be further amended from time to time;

“Exempt Disposal” means any of the following:

- a) a disposal to a person (to include a natural person, corporate or unincorporated body (whether or not having separate legal personality)) exempt from this agreement by virtue of clause 7.1; or
- b) a disposal to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990; or
- c) a disposal to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- d) a disposal to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services;
- e) a mortgage or charge or loan taken out by the RP and secured against the Land or the Rent Units.
- f) A disposal of a Rent Unit to the tenant pursuant to Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force

"First Let" means the first occupation of the newly constructed and previously unoccupied Rent Unit;

"GLA" means the Greater London Authority which acts as a strategic city-wide government for London and includes any successor body;

"HCA" means the Homes and Communities Agency or any successor in function as regulator of affordable housing in England and/or London;

"Homes England" means the national housing and regeneration agency in England or any successor body performing the same functions

"LOCATA" means a web based application where social housing is advertised for potential tenants to apply;

"Affordable Rented Housing " means the [xx] rented housing provided by a Registered Provider that is required to be offered to eligible households on an

assured tenancy as defined in the section 'Definitions and Interpretation' in the **Section 106 Agreement** "dated [xx] and made between (1) Old Oak and Park Royal Development Corporation (2) [Registered Provider]

"Affordable Rented Housing Units" means the [xx] Rent units to be made available for Affordable Rented Housing in accordance with the Section106 Agreement;

"Nomination Debt" will arise when any Rent Unit to which the Council has a nomination right pursuant to this Deed is not let to a Nominee in the circumstances set out in clause 2.7 in which case RP will notify the Council in writing that a Nomination Debt has arisen;

"Nomination Notice" means a written notice of nominees given by the Council to RP in the form as may be agreed between RP and the Council from time to time acting reasonably;

"Nomination Period" means a period of 60 years from and including the date of the first letting of the last Rent Unit;

"Nominee" means a short listed bidder (who for the avoidance of doubt shall be over the age of 18, unless they are under 18 and also have a guarantor for the rent and a Council provided funded or approved support package) to whom RP makes an offer of a Tenancy Agreement under clause 2.5 of this Deed or the person named in a Nomination Notice pursuant to clauses 2.6.1 of this Deed;

"Property" means the property known as [name of development];

"Registered Provider" means a private provider of social housing which is designated as a non-profit organisation under subsections 115(1)(a) or Section 278(2) of the Housing and Regeneration Act 2008 (or any statutory re-enactment or modification for the time being in force);

"Section 106 Agreement" means the agreement dated [xx] and made between (1) Old Oak and Park Royal Development Corporation (2) [Name of Registered Provider].

"Social Rented Housing" means rented housing owned and managed by a Registered Provider for which guideline Target Rents are determined through the national rent regime;

"Social Rented Housing Units" means the [xx] Rent units to be made available for Social Rent Housing in accordance with the Section 106 Agreement;

"Rent Units" means [xx] residential dwellings (the Council's entitlement to these is calculated in accordance with Schedule 3 of the Section 106 Agreement) as described below which are located at the Property and are subject to the terms of this deed, namely:

Mix	Tenure	Flat number	Block Name	Street no	Street name	POST CODE

Relets " means any letting of a Rent Unit other than the First Let that may take place on the occurrence of a Void within the Nomination Period;

"Tenancy Agreement" means probationary, assured shorthold or an assured tenancy agreement and for the avoidance of doubt that assured shorthold tenancy agreement (save for probationary) shall be for a minimum of an initial 5 year fixed term (following any probationary period) then where applicable a subsequent 5 year fixed term and in a form prepared by RP and containing terms which accord with the guidance on housing management issued by Homes England from time to time or

such other form of agreement that may be required by Homes England from time to time. For the avoidance of doubt the existing tenants would be granted assured tenancy agreements;

“Void” shall mean where a Rent Unit become vacant as a result of:

The tenant having moved to other accommodation provided by a landlord other than RP; or

The tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or

The tenant having purchased a property in the private sector; or

The tenant having been evicted or having abandoned the Rent Unit; or

A disposal of a Rent Unit to the tenant pursuant to Part I of the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force); and shall not be limited to the above.

“Working Day” means any day Monday to Friday between 9am-5pm but excluding UK Public Statutory holidays and the Council special holidays between 27 and 31 December.

2. Nomination Procedure

2.1 The Council is entitled to nominate 100% of the First Lets and 100 % of the Relets during the Nomination Period.

2.2 If RP is not registered the Council will register the RP onto the scheme with LOCATA.

2.3 RP must prepare the advert for advertising a Rent Unit as available to let and, before placing the advert, provide it to the Council for approval such approval not to be unreasonably withheld or delayed provided that if such approval is not given by the close of business on any Working Day before the LOCATA advertisement deadline the advert will be deemed to be approved by the Council and RP may place the advert. RP shall use reasonable endeavours to prepare the advert well before the LOCATA advertisement deadline. RP should also provide in the advert information regarding any unique selling points in order to make the First Let/ Void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms, and whether new build. Provided the information in the advert placed by RP is accurate, a Void or First Let Rent Unit will need to be advertised only once.

2.4 Four weeks prior to the anticipated date of practical completion of a First Let Rent Unit RP will place the advert in the next LOCATA edition. Properties are advertised daily via the LOCATA website.

2.5 Shortlists are normally available six days after the advert appears. RP will access the shortlist direct and take details of the bidders and arrange single or multiple viewings. Subject to verification by the Council (to be sent by email to [] within 3 Working Days, RP shall make an offer(s) of a Tenancy Agreement provided none of the Reasons for Rejection apply.

2.6 If there are no bidders or a Nominee(s) refuse(s) the offer of a tenancy or if any of the Reasons for Rejection apply to all the Nominees, RP will:

2.6.1 contact the Council within 2 Working Days to request direct Nominees which will be provided by the Council through a Nomination Notice, within 1 Working Day of the request, and

2.6.2 if one set of 3 nominees are exhausted, RP should contact the Council to request that the unit be withdrawn and let to one of its own applicants. If agreed the unit shall not be deemed to have been let to a Nominee for the purposes of clause 2.1.

2.7 If RP rejects the direct Nominee(s) for reasons other than the Reasons for Rejection, RP may take back the unit and in such case a Nomination Debt will arise.

2.8 Where the Council is enforcing an offer, the Void or First Let will not have to be held for longer than 5 Working Days after RP has notified the Council of a refusal or rejection.

2.9 RP must update the LOCATA website with details and inform the Council's designated Allocations Officer by e-mail of proposed tenancy commencement dates not later than 3 Working Days from the date of signing of the Tenancy Agreements.

3 Rejections by RP

3.1 RP will notify the Council within 1 Working Day of the reason for rejecting any Nominee

3.2 The following circumstances will be acceptable reasons for the rejection of a Nominee by RP ("Reasons for Rejection"):

3.2.1 the Unit is not suitable for the Nominee or a member of their household on grounds of age disability or ill health;

3.2.2 there has been a change of circumstances previously unknown to the Council that makes the Unit unsuitable;

3.2.3 the Nominee has a history of anti-social behaviour and/or convictions, spent or unspent;

3.2.4 the Nominee has been evicted previously by RP;

3.2.6 the letting would be in contravention of the Council's Allocation Policy;

3.2.7 the letting would be in contravention of any of RP's rules, policies or procedures

4 Relets

4.1 RP shall ensure that with effect from the date the last First Let Rent Unit is let, 100 % of Voids of the Rent Units in each twelve-month period commencing on 1st April shall be let to Nominees.

4.2 RP shall monitor the number of Voids for the Rent Units during each such twelve month period in order to ensure that it complies with its obligations under Clause 4.1.

5 Obligations of RP

5.1 RP shall update the LOCATA website and supply to the Council in writing:-

5.1.1 Full details of any offer of a Tenancy Agreement made by RP to a Nominee within 5 Working Days of such offer being made; and

5.1.2 If RP makes no offer of a Tenancy Agreement to any Nominee under Clause 05, 06 or 07 full details of the reason for not making any offer within 5 Working Days of receipt of the Nomination Notice; and

5.1.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee within 5 Working Days of acceptance or rejection by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.

5.2 It is hereby agreed that RP shall not reject a Nominee without prior consultation with the Council provided that following such consultation RP shall be entitled to reject a Nominee if RP considers in its discretion (acting reasonably) that a Nominee is too vulnerable to be capable of living independently or the Nominee has a history of antisocial behaviour, convictions spent and/or unspent or the letting would be contrary to RP's allocations policy from time to time.

6 The Council's Obligations

6.1 The Council agrees with RP (so far as the Council is able having regard to its statutory duties from time to time) that unless RP shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected RP's offer of a Tenancy Agreement.

6.2 Subject to compliance with the Council's policy under data protection laws, the Council shall use reasonable endeavours to provide details of the ethnic origin and other relevant details of Nominees to enable RP effectively to monitor whether or not it is having an appropriate percentage of such households in accordance with its equal opportunities policy and the Council shall register applicants on its Housing Register in accordance with its allocation policies as agreed with social landlords as required under the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force).

6.3 The Council shall before making a nomination assess the suitability of the Nominees for the respective Rent Units in accordance with the Allocation's Policy.

- 6.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant.
- 6.5 In so far as the Council is able, the Council will provide to RP when making any nomination, in accordance with the data protection laws, all relevant information regarding Nominees, including but not limited to information on a Nominee's vulnerability, support needs, medical issues and recommendations, antisocial behaviour record, convictions spent and/or unspent and any additional information reasonably requested by RP or required by law.

7 RP's Covenants

RP Covenants with the Council:

7.1 Use

- 7.1.1 To provide to the Council nominations of 100% of the First Lets and 100% of all Relets in accordance with clause 2 as applicable;
- 7.1.2 Not to use permit or suffer the use of any Rent Unit save as rented housing in accordance with the obligation of RP under this Deed;
- 7.1.3 To observe and perform the obligations of the landlord under or by virtue of any Tenancy Agreement granted to a Nominee;
- 7.1.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant;
- 7.1.5 Every letting to a Nominee (except with the Council's consent) shall be in the form of a Tenancy Agreement;

7.1.6 To monitor the number of Voids during the term to ensure that it complies with its obligations under the Deed.

7.2 **Health and Safety**

To carry out health and safety audits and risk assessments as required and comply with all aspects of Health and Safety Acts and Regulations.

7.3 **Disposal**

RP covenants with the Council that it shall not during the Nomination Period transfer, assign or lease the Rent Units (or any part thereof) save on a Tenancy Agreement(s) to Nominees or by way of an Exempt Disposal and it shall not assign, transfer or lease the whole of the Property (save by way of an Exempt Disposal) to any person or body other than to another Registered Provider with the consent of the GLA (and/or as appropriate the Regulator of Social Housing) and provided that on each occasion that any such Registered Provider ("New RP") makes an unconditional offer to the Council to enter into a nomination agreement in the same form and substance as this Deed (mutatis mutandis) (as varied by clause 7.2 if appropriate) then upon delivery to the Council of such substitute nomination agreement duly executed by such New RP and upon RP confirming to the Council that such transfer assignment or lease to such New RP has taken place this Deed shall terminate and for the avoidance of doubt if the New RP fails to enter into a such substitute nomination agreement with the Council as required the assignment shall not take place.

8 **Miscellaneous**

8.1 This Deed shall not be binding upon:

8.1.1 a Chargee; and

8.1.2 any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy Agreement; and

8.1.3 any person or persons who shall at any time acquire any legal interest in a Rent Unit (or part thereof) pursuant to any statutory right of acquisition or voluntary purchase scheme from time to time in force and their successors in title and mortgagees or persons deriving title directly or indirectly from through or under any of them.

8.2 The Council and RP agree that the provisions contained in this Deed may be varied from time to time by agreement in writing by the Council and RP.

8.3 Where the Council has a Nomination Debt and if the Council so requests a nomination in such circumstances RP shall use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the Rent Unit within the Property in any other of RP's housing stock situate within the Borough of Ealing.

8.4 If RP is unable upon the occurrence of a Void on a Relet provide nomination rights in accordance with this Deed as a result of the relevant Rent Unit within the Property having been disposed of by RP as may be required by law RP shall within one year of the occurrence of the Void on a Relet use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the relevant Rent Unit within the Property or in any other of the RP's housing stock situate within the Borough of Ealing or

shall provide nomination rights to any units that RP has developed utilising the receipts ("a reprovided unit") by RP on the disposal of the relevant Rent Unit as required by law.

- 8.5 This Deed shall expire and cease to have effect on the expiry of the Nomination Period.
- 8.6 It is agreed and acknowledged between the parties that RP shall not request a rent deposit from any Nominee.
- 8.7 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post in the case of the RP to its registered office from time to time (or such alternative address notified in writing by RP to the Council from time to time) and in the case of the Council to the address of the Council indicated above or such other address notified in writing by the Council to RP and any notice shall have been deemed to have been served two Working Days after posting.
- 8.8 In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force.
- 8.9 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (unless otherwise stated).

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THE SCHEDULE
ALLOCATIONS POLICY

Nominees will meet any of the following criteria:

1. Persons who fall within RP's objects as a charitable Registered Provider and who are capable of living independently with appropriate support packages as would normally be provided by RP or social services department of the Council who do not have a history of antisocial behaviour and/or convictions spent and/or unspent; or
2. Persons on low incomes, such that they are unable to buy or rent suitable housing in the open market and who satisfy the criteria in paragraph 1 above; or
3. Persons living in unsatisfactory housing circumstances, of which being homeless is one example and who satisfy the criteria in paragraph 1 above; or
4. Persons falling within the Council's Allocation Scheme and who satisfy the criteria in paragraph 1 above.

IN WITNESS whereof the Council has caused its Common Seal to be affixed and the Owner has signed this instrument as a Deed on the day and year first before written.

Executed as a deed by RP

[]

.....

Signature of Witness

.....

Name of witness

.....

Address of witness

.....

Occupation of witness

EXECUTED AS A DEED BY THE
COUNCIL OF THE LONDON
BOROUGH OF EALING BY AFFIXING
THE COMMON SEAL in the presence of

Authorised Officer

Annexure

DRAFT

Dated

2021

RP

- and -

THE COUNCIL OF THE LONDON BOROUGH OF EALING

Nomination Agreement relating to []

**Director of Legal and
Democratic Services
London Borough of Ealing
Perceval House
14/16 Uxbridge Road
Ealing W5 2HL**

DRAFT



Registered Provider Nominations Agreement [Name of Development]

1. Parties to the Agreement

- 1.1 This is an agreement between the London Borough of Hammersmith & Fulham (the Council) and [Name of Registered Provider] Registered Provider (the RP).

2. Aims and Objectives

- 2.1 This agreement sets out the policies and procedures for the nomination by the Council of prospective tenants for vacant RP homes at [Name and address of development] ("The Development").

- 2.2 The aims of this agreement are:

- a) To enable the Council and the RP to work together to meet housing need and create sustainable communities in Hammersmith & Fulham
- b) To ensure that the RP's vacant properties are let as quickly as possible to appropriate nominees
- c) To improve the service to and information of potential nominees.
- d) To ensure equality of opportunity in the nominations process

- 2.3 Nominations made by the Council will be in accordance with the policies set out in the most recently published Housing Allocation Scheme (also known as the Scheme of Allocation). Nominees will need to have met the eligibility and qualifying criteria set out in the Housing Allocation Scheme.

3. Publicity and Information

- 3.1 The Council will make information about the RP's and its housing schemes available to all applicants on request and update information as necessary in conjunction with the RPs.

4. Scope of the Agreement

- 4.1 This Agreement covers all permanent lettings by the RP of the affordable rented (i.e., social rented and Affordable Rent) accommodation, as particularised in Schedule 1 of this agreement ("The Rent Units"), at the Development .
- 4.2 This agreement shall remain in force for as long as the RP remains the leasehold owner of the Rent Units

5. Annual Allocations Plan

- 5.1 The Association will make 100% of the Rent Units set out in Schedule 1 available for nomination by the Council on first lettings. The Association will make 100% of voids of the Rent Units available for nomination by the Council on subsequent lettings.

6. Definitions

- 6.1 A true void is created by:
 - a) New build or newly rehabilitated properties
 - b) A tenant transfer to another landlord or district where no reciprocal arrangement exists
 - c) The death of a tenant where there is no statutory or contractual right to succession
 - d) The eviction, abandonment, or voluntary surrender of a property
- 6.2 True voids will be determined by reference to the status of the outgoing tenant, except in the case of new properties.
- 6.3 A non-true void refers to an empty property arising from the transfer of an existing tenant to another property belonging to the RP or otherwise subject to a reciprocal rehousing, or a letting arising from a statutory obligation or court order. Non-true voids should be reported for information on a quarterly basis with true void information. Non true voids will be disregarded in calculating the Council's nomination rights in any year between the 1st April and the 31st March.

7. Types of accommodation and tenancies:

- **Accessible Housing** - Where properties have been assessed and they contain adaptations such as level access, ramps, wet room, grip rails etc we ask that these be highlighted so the Council can update its Accessible Housing Register.
- **Type of tenancy being offered** – On the nomination form we ask the RP to indicate the type of tenancy (e.g., Assured Shorthold Tenancy, Assured Tenancy and any 'Starter Tenancy' period applicable), will be offered to the successful applicant. An Assured Shorthold Tenancy should not normally be less than five years (plus one year 'Starter Tenancy') and the terms for renewal should be clearly set out on the nomination form. The Registered Provider should have regard to the Council's Tenancy Strategy when considering what kind of tenancies to grant.

- **Housing for People who need additional support to facilitate independent living** – The Council and RP concerned have a shared objective that prospective tenants should be capable of independent living and sustaining their tenancy. Where the applicant has additional needs that require support from council agencies, e.g., the council's Adult Social Care Services; Children's Services), then the relevant service provider may be consulted by the council's Allocation Team, before nominating the applicant for a tenancy. Such consultation may also be reached whether the applicant is nominated by the Council or the RP.
- **Rent levels** – On the nomination form the RP should state the type of rental they require, i.e., social, Affordable Rent, and stipulate the service charge applicable and any annual rental increase regime that may be in place at the time of letting.

8. Nomination Procedure

- 8.1 The RP and the Council will appoint staff who will act as authorised contacts for dealing with nominations.
- 8.2 To minimise void periods, the RP should advise the Allocation's Team of forthcoming voids as soon as possible by email on the prescribed nomination form. A copy of the form is provided at the end of this document. The RP must provide sufficient information as possible about the property, accessibility, rent, type of tenancy and local amenities. To enable the Council to allocate the property to a suitable nominee.
 - In the case of re-lets, notification of the upcoming void should be sent by the RP to the Council when the property is confirmed as void.
 - In the case of a new build scheme (or conversion/rehabilitation of existing building), eight weeks' notice should be given when the properties will be available for occupation.
- 8.3 Following receipt of the void notification, the Council will send the RP the details of up to five applicants within 10 (ten) working days. The nomination form will provide details of all the eligible applicants in order of their priority, along with details of any known risks, support needs and tenancy issues which may be relevant to the RP. The form will only be sent once all the nominee have been verified as eligible by the Council. Information on applicants will be given to the RP in line with the agreement on information sharing.
- 8.4 Where the Council wishes to nominate to a vacant property directly, for example in case of an emergency, it will provide details of a nominee within 5 (five) working days of receiving the nomination request. Details of a direct nomination will be provided in writing. The registered provider may reject a direct nomination if the nominee does not meet criteria from the governing instrument of the registered provider. The RP must inform the Council of any rejection and provide details in writing.

9. Viewing and Offers

- 9.1 The RP will arrange viewings and interviews as appropriate with the short listed applicants or direct nominees within 5 days of receiving nominations from the Council in the in the prescribed Shortlist for Rehousing form 'Part A – Nomination'.
- 9.2 In the event of delays to, or postponement of, viewings, the RP will notify the Council and individual nominees within 24hrs and providing revised viewing appointments.
- 9.2 Subject to the applicant meeting the policy requirements of the RP, the property will be offered to the applicant in the highest position on the short list or otherwise directly nominated. If a shortlisted applicant refuses the offer, the property will be offered to the remaining applicants in descending order of priority on the short list.
- 9.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council may provide up to five more short listed applicants, or a direct enforceable nomination within three working days.
- 9.4 It may be the case that not all the applicants on the short list have been verified before the shortlist is passed to the RP. This should be indicated on the nomination form. If shortlisted applicants have not been verified the RP may still offer a nominee the opportunity to view the property on a conditional basis that verification occurs within 2 working days, however, a tenancy agreement must not be signed or implied.
- 9.5 If the Council has provided a maximum of 3 (three) separate shortlists (plus the possibility of a direct nomination(s)), which do not result in a successful tenancy. Then the RP may retain the unit which will count as a nomination under this agreement.
- 9.6 The RP will inform the Council by email on the completed nomination form 'Shortlist for Rehousing Part B – Feedback' for each of the nominees within 1 working day of the viewing.
- 9.7 The RP will inform the Council by email the anticipated tenancy commencement date within one working day of sign up. The RP will advise the Council and the successful nominee of any delay to the anticipated tenancy commencement date. In the case of new build or rehabilitated properties where handover has not yet taken place, the tenancy start date will be provided immediately following handover.

10. Tenant Support

- 10.1 If the successful nominee has been receiving support in their temporary or permanent tenancy from support services or other agencies, the Council will advise the RP.

11. Rejections by the RP

- 11.1 The RP will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the property to any applicant with the highest priority on the shortlist who the Council consider to be eligible on the 'Shortlist for Rehousing Part B – Feedback' form.

11.2 The following circumstances will be acceptable reasons for the rejection of a nomination or eligible applicant by the RP:

- The property is not suitable for the nominee or a member of their household, e.g. on grounds of age, disability, ill health, or location due to safety concerns
- There has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable
- The nomination does not pay sufficient regard to the RP's Allocation Policy
- The applicant is unable to sustain a tenancy with support.
- There is a known history of anti-social behaviour by the applicant or associated with the property or location and the housing of the applicant would not be consistent with a sensitive letting;
- The applicant has an unspent conviction which would make the nomination unsuitable e.g. arson.
- The Applicant has been evicted previously by the RP
- The Applicant is under 18 and does not have a guarantor for the rent and a Council provided funded or approved support package

12. Refusals of Offers

12.1 The RP will advise the Council of any refusals in writing on the 'Shortlist for Rehousing Part B – Feedback' form within 24hrs of viewings. The Allocations Team will then be able to advise the RP if this offer will be considered under the Council's limitations of offers policy. However, direct nominations made by the Council are enforceable offers unless otherwise specified.

12.2 Where the Council is enforcing a direct offer, the RP must advise the Council within 24hrs of viewings of a refusal and confirm in writing on the nomination form. The offer should then be held for no longer than five working days after the RP has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.

12.3 In the event the Council needs more than 5 (five) days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

13. Confidentiality

13.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including RP's and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.

13.2 The Council and the RP agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 13.1 above, and will not be disclosed to third parties or other persons without a need to know or the consent of the applicant.

13.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the RP at the point of nomination or verification of short listed applicants.

14. Information Sharing

14.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the RP the needs and potential risk associated with any applicant or household member and provide relevant information.

14.2 Information included under this Agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of RP employees. In providing information, the Council will disclose:

- Age, gender, race, ethnic origin, sexuality, transgender status
- Any long-term illness, disability or vulnerability that may require special housing or care or support, including care packages provided by statutory or other agencies
- Relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community
- Whether the Applicant has an unspent conviction that may preclude them from being accepted by the RP.

15. Record Keeping and Monitoring

15.1 The RP will report regularly to the Council, at quarterly intervals, on the number of vacancies arising by type and bedroom size and the allocation of those properties by tenant transfer, Council nomination, waiting list, mobility offer or nomination by other specified agency. Information on non-true voids should also be reported. At the end of each financial year, a summary report detailing the above information shall be produced by the RP.

15.2 The Council will monitor nominations to the RP on a quarterly basis and will produce a report at the end of each financial year which will be made available to the RPs as part of the annual review.

15.3 The Council may from time to time wish to carry out an audit of the RP's lettings records. The RP undertakes to cooperate with this process provided that a minimum of five working days is given. The Council in tandem may review other benefit entitlement records to cross refer relevant information.

16. Preventing discrimination and promoting community cohesion

16.1 The Council and the RP are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, transgender status, disability,

appearance, age, or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

16.2 The Council will keep records of the race and ethnic origin of all nominations made to the RP and of all nominees who are offered a tenancy. A summary of this information will be included in the Council’s annual report on nominations.

17. Disputes

17.1 Disputes about the operation of this Agreement which cannot be resolved by discussion between senior officers of the Council and the RP may be referred for arbitration to the President of the Chartered Institute of Housing.

18. Signed on behalf of the London Borough of Hammersmith & Fulham:

Signature

Name**Position**.....

Signed on behalf of the**Registered**
Provider

Signature

Name **Position**

Notes: Amendments to this Agreement relevant to individual schemes should be detailed below.

This agreement is in relation to the properties as listed in Schedule 1

London Borough of Hammersmith & Fulham

The Economy Department

Hammersmith, London, W6

Web: www.lbhf.gov.uk

Nomination Request Form

Please ensure you request nominations for void properties as soon as the vacation date is known

VOID DETAILS					
Date nomination form sent					
Name of Registered Provider					
Name of contact for further info					
Telephone number (essential)					
Email address (essential)					
Property address & postcode					
Date property became void					
Ready to view date					
Date ready to move in to					
Void reason					
Weekly rent					
Weekly service charge					
Any other charge (please detail)					
Type of tenancy being offered					
Any other comments - please state below					
PROPERTY TYPE- please tick					
House	☐	Over 50 flat	☐	Wheelchair accessible	☐
Flat	☐	Sheltered flat	☐	Accessible Housing Register category	☐
Studio (separate kitchen)	☐	maisonette	☐		
Studio (no separate kitchen)	☐	Bungalow	☐	Studio (shared bathroom & kitchen)	☐

PROPERTY DETAILS

Please note that single rooms are deemed as up to - 50 sq. ft. - (4.65m) & double rooms are deemed as up to 110 sq. ft. - (10.22m)

Please state on the below table the number of single or double rooms (bedrooms)			
Property type	SINGLE	DOUBLE	
Studio property			
1 bed property			
2 bed property			
3 bed property			
4 bed property			
5 bed property			
Does the property have any of the following features (please answer with yes or no)			
Total number of bedrooms		Level access to the front of property via ramp	
		Level access shower (Y/N)	
Floor level		Closomat WC (Y/N)	
Lift available (Y/N)		Adapted kitchen (Y/N)	
Number of internal steps		Adapted bathroom	
Number of external steps to front door (excluding steps to access lift)		Ceiling wall and/or track hoist	
Car parking? (Y/N)		Entry phone (Y/N)	
If car parking, is permit required? (Y/N)		Through floor lift (Y/N)	
Central heating (Y/N)		stair lift (Y/N)	
Heating type		Public transport within 500 metres (Y/N)	
Garden (Y/N)		Any other adaptations	
If garden, communal or self-contained? (C/SC)		Shops within 500 metres (Y/N)	
Balcony (Y/N)		Patio (Y/N)	
Any pets allowed (Y/N)		Pet cat allowed (Y/N)	
		Pet dogs allowed (Y/N)	
Comments or further information – please write in space below			

Please return this completed form via email to rehousing.opportunities@lbhf.gov.uk

TO BE COMPLETED BY LBHF ALLOCATION TEAM ONLY	
Housing list	
Officer name	
Officer contact number	

Schedule 1

Properties to which this agreement relates to

Mix	Tenure	Flat number	Block Name	Street no	Street name	POST CODE
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DRAFT

APPENDIX 4
HABITABLE ROOM SCHEDULE

Building	Floor	Unit	Beds	Habitable Rooms	Tenure
1	1	B1.01.01	3	4	LAR
		B1.01.02	3	4	LAR
		B1.01.03	2	3	LAR
		B1.01.04	3	4	LAR
		B1.01.05	3	4	LAR
	2	B1.02.01	3	4	SO
		B1.02.02	3	4	SO
		B1.02.03	2	3	SO
		B1.02.04	3	4	SO
		B1.02.05	3	4	SO
	3	B1.03.01	2	3	SO
		B1.03.02	1	2	SO
		B1.03.03	2	3	SO
		B1.03.04	2	3	SO
		B1.03.05	2	3	SO
		B1.03.06	2	3	SO
	4	B1.04.01	2	3	SO
		B1.04.02	1	2	SO
		B1.04.03	2	3	SO
		B1.04.04	2	3	SO
		B1.04.05	2	3	SO
		B1.04.06	2	3	SO
	5	B1.05.01	2	3	SO
		B1.05.03	2	3	SO
		B1.05.06	2	3	SO
Total	-	-	56	81	-

APPENDIX 5

RESTRICTION

"No disposition of the registered estate (other than a charge, or the grant of a leasehold interest in an individual Residential Unit or Non-Residential Unit as defined in the deed of agreement made under section 106 of the Town and Country Planning Act 1990 dated [] between the Old Oak and Park Royal Development Corporation and [] (the "**S106 Agreement**")) by the proprietor of the registered estate is to be registered without a certificate signed by the Old Oak and Park Royal Development Corporation of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF that the provisions of paragraph 4.1 of Schedule 5 (inclusion of restrictive covenant not to apply for a Parking Permit) of the S106 Agreement have been complied with or that they do not apply to the disposition

APPENDIX 6
DRAFT DEED OF COVENANT

DATED 202[●]

OLD OAK AND PARK ROYAL DEVELOPMENT
CORPORATION

AND

[COVENANTOR]

DEED OF COVENANT

THIS DEED is made on

202[●]

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF (the “**OPDC**”); and
- (2) **[Covenantor]** [a company registered in England and Wales (company number [insert company number]) whose registered office is at [insert address] (the “**Covenantor**”)]

RECITALS

- (A) The Covenantor has on the date of this deed acquired the Property from the Seller.
- (B) The Covenantor has agreed to comply with the Seller's Obligations in the Original Agreement as if were the Owner named in that Original Agreement.
- (C) The Covenantor has agreed to enter into this Deed of Covenant to record that agreement.

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Deed the following words and expressions shall have the following meanings:

“Original Agreement”

the deed dated [●] made between (1) OPDC, (2) the Owner [and (3) other parties];

“Owner”

the party to the Original Agreement so named;

“Property”

[insert title details] which comprises [part of] the Site as defined in the Original Agreement;

“Seller”

[insert details];

“Seller's Obligations”

all obligations and restrictions on the Owner and all covenants provided by the Owner in relation to CPZs in paragraphs 3, 4 and 5 of Schedule 5 of the Original Agreement.

1.2 Words and expressions defined in the Original Agreement have the same meanings in this Deed unless an alternative meaning is given in this Deed when the alternative meaning will apply.

1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **OBLIGATIONS**

The Covenantor covenants with OPDC to comply with the Seller's Obligations as if the Seller's Obligations were set out in full in this Deed of Covenant and references to the Owner in the Seller's Obligations were references to the Covenantor.

3. **EXECUTION**

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set out above.

The common seal of)
OLD OAK AND PARK ROYAL)
DEVELOPMENT CORPORATION)
was affixed in the presence of:

Authorised Signatory

Executed as a deed by)
[Covenantor])
acting by a director and a secretary/two)
directors:

Director

Director/Secretary

APPENDIX 7

DRAFT UNILATERAL UNDERTAKING

DATED 202[●]

FROM:-

(1) []

(2) []

TO:-

(3) []

UNILATERAL UNDERTAKING

**pursuant to section 16 of the Greater London Council
(General Powers) Act 1974 and all other powers enabling
relating to land known [●]**



Pinsent Masons

CONTENTS

Page

THIS UNDERTAKING is made on [] 202[●]
FROM:-

- (1) [] (No. []) [of/whose registered office is at] [] (the “**Owner**”); and
(2) [] (No. []) [of/whose registered office is at] [] (the “**Mortgagee**”).

TO:-

- (3) [] of [] (the “**Council**”).

WHEREAS:-

- (A) The Council is the local authority for the area in the vicinity of the Site for the purposes of section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation (“**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.
- (C) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number [●].
- (D) The Mortgagee has the benefit of a registered charge dated [●] against title number [●].
- (E) The Owner submitted the Planning Application to OPDC.
- (F) At meetings of its Planning Committee on [●] OPDC resolved to grant the Planning Permission subject to the Owner entering into the S106 Agreement and securing obligations to restrict Occupiers of the Site from holding Parking Permits, without which the Planning Permission would not be granted.
- (G) The S106 Agreement has been entered into and the Planning Permission has been granted.
- (H) This Undertaking is being given to satisfy the requirements of paragraph 5 of Schedule 5 of the S106 Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Undertaking the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:-

“ 1974 Act ”	means the Greater London Council (General Powers) Act 1974
“ 1990 Act ”	means the Town and Country Planning Act 1990
“ Blue Badge ”	means a disabled parking badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

“Commencement”	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: ground investigations for assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works requires to be undertaken to discharge pre-commencement conditions on the Planning Permission) and “Commenced” shall be construed accordingly
“Commencement Date”	means the date upon which the Development is Commenced
“CPZ”	means any controlled parking zone enforced by the Council from time to time
“Development”	means the demolition of existing structures and redevelopment of the Site to provide two buildings of 8 and 9 storeys comprising 147 residential units (Use Class C3) above 604 sqm of ground and lower ground floor commercial uses (Class E), including car and cycle parking, plant space, landscaping and associated works
"Non-Residential Unit"	means a unit of non-residential floorspace comprised within the Development
“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 construction, fitting out, decoration, marketing or display and “Occupier” shall be construed accordingly
“Parking Permit”	means a permit issued or to be issued in the future by the Council to an Occupier of a Residential Unit or Non-Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ
“Planning Application”	means the application for full planning permission submitted to OPDC for the Development and allocated reference number 22/0066/FUMOPDC
“Planning Permission”	means the planning permission for the Development granted by OPDC on [●] and bearing reference number [●] and shall include any amended, varied or replacement permission granted pursuant to section 96A or section 73 of the 1990 Act from time to time
“Residential Unit”	means a unit of residential accommodation comprised within the Development and falling within Use Class C3

“S106 Agreement”	means the agreement dated [●] and made pursuant to section 106 of the 1990 Act in respect of the Planning Permission between (1) OPDC, (2) the Owner and (3) the Mortgagee
“Site”	means the land at Mitre Wharf, 131, Scrubs Lane, London, NW10 6QE as shown edged [red] on the plan annexed to this Undertaking the freehold interest in which is owned by the Owner under title numbers LN223558 and LN174320
“Use Classes”	shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987
“Working Day”	means any day of the week other than Saturday, Sunday or any bank holiday.

- 1.2 Where in this Undertaking 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 Undertaking or to a plan annex or appendix attached to this Undertaking.
- 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 Undertaking 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 Council shall include reference to any successor body exercising any of the powers currently vested in Council in relation to this Undertaking.
- 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 Undertaking) 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 Undertaking and in the Schedules hereto do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.

- 1.12 References to the Site include any part of it.

2. LEGAL EFFECT

- 2.1 This Undertaking is made pursuant to section 16 of the 1974 Act and will come into effect on the date hereof, save for Clause 3 which shall come into force upon the Commencement Date.
- 2.2 The covenants undertakings restrictions and requirements imposed upon the Owner under this Undertaking create obligations pursuant to section 16 of the 1974 Act which are enforceable by the Council as local authority against the Owner and the Owner's successors in title and assigns.
- 2.3 Insofar as any provisions in this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 2.4 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, terms or conditions or from acting upon any subsequent breach or default.
- 2.5 The covenants, undertakings, restrictions and obligations herein shall be enforceable without any limit of time against the Owner and its respective successors in title and assigns or any person claiming title through or under the Owner to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3. THE OWNER'S COVENANTS

The Owner hereby covenants with the Council to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in the Schedule to this Undertaking.

4. OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING

The Owner hereby warrants that it has full power to enter into this Undertaking and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

5. FURTHER TERMS

- 5.1 The covenants and undertakings in this Undertaking shall be registered by the Council as local land charges for the purposes of the Local Land Charges Act 1975.
- 5.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

6. NOTICE PROVISIONS

- 6.1 The Owner shall give the Council written notice of Commencement no later than 10 (ten) Working Days after the Commencement Date.
- 6.2 The Owner shall give the Council written notice of any change in ownership of any freehold or leasehold interest in the Site no later than 10 (ten) Working Days after such change in ownership and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).

6.3 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 Undertaking 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:-

6.3.1 if delivered by hand, the next Working Day after the day of delivery; and

6.3.2 if sent by first class post or recorded delivery post, the day 2 (two) Working Days after the date of posting.

6.4 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 5 (five) Working Days' notice:-

6.4.1 in the case of the Council, to [REDACTED], bearing the reference [REDACTED];

6.4.2 in the case of the Owner, to [REDACTED]; and

6.4.3 in the case of the Mortgagee, [REDACTED]

7. **REVOCATION**

This Undertaking shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission shall be quashed, modified (without the consent of the Owner) or revoked or if the Planning Permission shall expire prior to Commencement of the Development.

8. **LIABILITY UNDER THIS UNDERTAKING**

8.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Undertaking:-

8.1.1 to the extent that such breach relates to any part of the Site in which that person has no interest and/or

8.1.2 which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.

9. **DISPUTE RESOLUTION**

9.1 Where the Owner and the Council (referred to hereafter in this Clause as the "**parties**") are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Undertaking or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Undertaking 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 (twenty) Working Days of the Dispute arising.

9.2 Failing the resolution of any such Dispute within the said 20 (twenty) Working Days or within such other period as may be specified in this Undertaking 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 9 on the reference of any of the parties to the Dispute.

9.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least 10 (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 10 (ten) Working Days following a failure of the parties to resolve the Dispute within the period set out in Clause 9.1, then any party may request:-

- 9.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
 - 9.3.2 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; and
 - 9.3.3 in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 If the Dispute shall relate to matters falling within two or more of Clauses 9.3.1 to 9.3.3 (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 9.3.1 to 9.3.3 (inclusive) to act as joint Experts.
- 9.5 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.
- 9.6 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 30 (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.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 9.7.1 he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Undertaking and shall require the parties to exchange representations within this period;
 - 9.7.2 he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in Clause 9.7.1 to make counter-re presentations;
 - 9.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
 - 9.7.4 he shall provide the parties with a written decision (including his reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;
 - 9.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
 - 9.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 9.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

10. **GOVERNING LAW**

This Undertaking and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Undertaking or its formation (including any non-

contractual disputes or claims) shall be governed and construed in accordance with English law.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby declared that none of the terms of this Undertaking shall be construed as being enforceable by any third party (other than OPDC) pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. MORTGAGEE'S CONSENT

12.1 The Mortgagee acknowledges and declares that:-

12.1.1 this Undertaking has been entered into by the Owner with its consent;

12.1.2 the Site shall be bound by the obligations contained in this Undertaking; and

12.1.3 the security of the Mortgagee over the Site shall take effect subject to this Undertaking.

12.2 The Parties agree that the Mortgagee will only be liable for any breach of the provisions of this Deed during such period as it is a mortgagee in possession of the whole or any part of the Site when it becomes bound by the obligations as if it were a person deriving title from the Owner. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Site save for any prior breach for which it shall continue to be liable.

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

SITE PLAN

SCHEDULE

OWNER'S COVENANTS – PERMIT FREE

The Owner covenants with the Council:

1. Not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit or Non-Residential Unit (other than a Blue Badge holder) to apply for a Parking Permit for any CPZ in the Council's area and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council in writing immediately thereafter.
2. That all material utilised for advertising or marketing each and every individual Residential Unit with the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge holder) will be issued by the Council for any Residential Unit.
3. That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Residential Units, the following covenants will be imposed (or a covenant of substantially the same nature) in respect of any transfer, tenancy agreement, licence or other instrument entitling Occupation of the Residential Unit:

*"the [transferee/lessee] for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the [transferor/lessor] and separately with the [Council] (the "**Council**") and Old Oak and Park Royal Development Corporation (the "**OPDC**") that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for any resident's parking permit (save for a disabled person's "blue badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was in force on or before [insert date of s106 Agreement] (being the date of an agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) the OPDC, (2) [●] and (3) [●], in respect of a planning permission granted by OPDC under reference [●])) and if such a permit is issued then it shall be surrendered within seven days of written request to do so from the Council and this covenant shall also be enforceable by OPDC under section 1 of the Contracts (Rights of Third Parties) Act 1999".*

4. Upon receiving written request from Council, to provide the Council with such evidence as the Council may reasonably require to demonstrate compliance with this schedule.

Certificate Of Completion

Envelope Id: 923606A4A9F3428B93E4D1A895008F84

Status: Completed

Subject: Complete with DocuSign: S.106 Mitre Wharf with appendices [10.03].pdf

Source Envelope:

Document Pages: 167

Signatures: 104

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Envelope Originator:

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Record Tracking

Status: Original

Holder: Liz Lock

Location: DocuSign

10 March 2023 | 16:27

Liz.Lock@pinsentmasons.com

Signer Events**Signature****Timestamp**

Alice Hayward

Completed

Sent: 10 March 2023 | 16:42

Alice.Hayward@pinsentmasons.com

Resent: 10 March 2023 | 18:01

Security Level: Email, Account Authentication
(None)

Using IP Address: 155.190.33.7

Viewed: 10 March 2023 | 18:03

Signed: 10 March 2023 | 18:05

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Megan Forbes

Completed

Sent: 10 March 2023 | 18:05

megan.forbes@dentons.com

Viewed: 10 March 2023 | 18:11

Security Level: Email, Account Authentication
(None)

Using IP Address: 95.144.61.196

Signed: 10 March 2023 | 18:20

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stephanus Du Toit

DocuSigned by:



86329B59D3EE4BC...

Sent: 10 March 2023 | 18:20

sp.dutoit@prospectcapital.je

Viewed: 10 March 2023 | 19:35

Director

Signed: 10 March 2023 | 19:36

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 185.16.70.192

Authentication Details

SMS Auth:

Transaction: b7e50827-3807-4d4f-9cfd-e20785abb878

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 10 March 2023 | 19:35

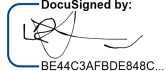
Phone: +44 7583 448701

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Denny Lane

DocuSigned by:



BE44C3AFBDE84BC...

Sent: 10 March 2023 | 19:36

denny.lane@prospectcapital.je

Viewed: 10 March 2023 | 19:39

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Drawn on Device

Using IP Address: 87.244.86.154

Signed using mobile

Authentication Details

Signer Events	Signature	Timestamp
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SMS Auth:

Transaction: 837808af-d707-412e-8a20-1be575d13a50
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 10 March 2023 | 19:39
 Phone: +44 7797 827977

Electronic Record and Signature Disclosure:

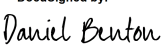
Not Offered via DocuSign

Daniel Benton

daniel@grefinance.com

Director

Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 CE08510224374DD...

Signature Adoption: Pre-selected Style

Using IP Address: 94.7.99.8

Signed using mobile

Sent: 10 March 2023 | 19:45

Viewed: 10 March 2023 | 19:54

Signed: 10 March 2023 | 20:02

Authentication Details

SMS Auth:

Transaction: 6c857db9-b39f-4c1d-98c2-f1bc8a5ae09a
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 10 March 2023 | 19:50
 Phone: +44 7971 635556

SMS Auth:

Transaction: ae21c2ee-0c49-4d86-8e31-1907454650cd
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 10 March 2023 | 20:00
 Phone: +44 7971 635556

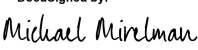
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Mirelman

michael@grefinance.com

Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 CF6D545E83484CA...

Signature Adoption: Pre-selected Style

Using IP Address: 185.254.137.75

Sent: 10 March 2023 | 20:02

Viewed: 13 March 2023 | 09:47

Signed: 13 March 2023 | 09:47

Authentication Details

SMS Auth:

Transaction: d74fc7ca-1c64-4895-af33-025ec58c4224
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 13 March 2023 | 09:47
 Phone: +44 7932 224352

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Joseph Green

joe@londongreen.com

Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 39C3AACC44DF48B...

Signature Adoption: Pre-selected Style

Using IP Address: 95.141.29.115

Sent: 13 March 2023 | 09:48

Viewed: 13 March 2023 | 09:49

Signed: 13 March 2023 | 09:49

Authentication Details

Signer Events	Signature	Timestamp
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SMS Auth:

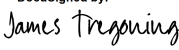
Transaction: beadf3b1-76ac-4201-b223-6c55ab680cd2
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 13 March 2023 | 09:49
 Phone: +44 7884 266686

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Tregoning
 james@londongreen.com
 London Green Ltd

Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 096D93CF809D4F6...

Signature Adoption: Pre-selected Style
 Using IP Address: 95.141.29.115

Sent: 13 March 2023 | 09:50
 Viewed: 13 March 2023 | 09:52
 Signed: 13 March 2023 | 09:53

Authentication Details

SMS Auth:

Transaction: f1c38b00-a232-413e-8f16-32e8d67295fe
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 13 March 2023 | 09:52
 Phone: +44 7984 186274

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

David Lunts
 David.lunts@opdc.london.gov.uk
 OPDC CEO

Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 B3865F3937A3476...

Signature Adoption: Uploaded Signature Image
 Using IP Address: 81.78.188.144

Sent: 13 March 2023 | 09:54
 Viewed: 13 March 2023 | 10:11
 Signed: 13 March 2023 | 10:13

Authentication Details

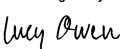
SMS Auth:

Transaction: 1a28f5de-e179-4dad-be05-8bd0934a858f
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 13 March 2023 | 10:11
 Phone: +44 7500 918558

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lucy Owen
 Lucy.owen@opdc.london.gov.uk
 Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 D2D8AAA0378F4A1...

Signature Adoption: Pre-selected Style
 Using IP Address: 77.99.150.5

Sent: 13 March 2023 | 10:13
 Viewed: 13 March 2023 | 10:14
 Signed: 13 March 2023 | 10:15

Authentication Details

SMS Auth:

Transaction: 7816ad9a-8033-4b1e-8297-00df9bf91bdb
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 13 March 2023 | 10:13
 Phone: +44 7976 943380

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Jamie Lockerbie jamie.lockerbie@pinsentmasons.com Security Level: Email, Account Authentication (None)	Completed Using IP Address: 155.190.33.28	Sent: 13 March 2023 10:15 Viewed: 13 March 2023 12:26 Signed: 13 March 2023 16:49
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Alice Hayward Alice.Hayward@pinsentmasons.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 13 March 2023 10:15
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10 March 2023 16:42
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Envelope Updated	Security Checked	10 March 2023 18:01
Certified Delivered	Security Checked	13 March 2023 12:26
Signing Complete	Security Checked	13 March 2023 16:49
Completed	Security Checked	13 March 2023 16:49
Payment Events	Status	Timestamps