

SECTION 106 AGREEMENT

relating to
Land at 12 Waxlow Road, London, NW10 7NU

Old Oak and Park Royal Development Corporation (1)

and

GLP Waxlow Road Limited (2)

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THIS DEED is made on

2023

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0FJ (the “**OPDC**”);

and

- (2) **GLP WAXLOW ROAD LIMITED** (Company Number 13757304) of 50 New Bond Street, London W1S 1BJ (the “**Owner**”)

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the registered owner of the freehold interest in the Site with title absolute under title number NGL765402. The Owner enters into this Deed in its capacity as freehold owner.
- (C) The Tenant has a leasehold interest in the Site under title number NGL766423 which will be terminated prior to the Commencement Date.
- (D) The Owner has submitted the Planning Application to the OPDC.
- (E) At a meeting of its Planning Committee on 20 July 2023, the OPDC resolved to approve the Planning Permission subject to the completion of this Deed.
- (F) Accordingly, the parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers should the Planning Permission be granted.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

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

“**1990 Act**” means the Town and Country Planning Act 1990;

“**2011 Act**” means the Localism Act 2011;

“**Above Ground Works**” means works carried out above ground floor slab level pursuant to the Development and for the avoidance of doubt shall not include any landscaping or

site levelling works and ancillary buildings including but not limited to sub-stations, gatehouses and security facilities;

“Affordable Workspace Contribution” means the sum of £575,580.00 (FIVE HUNDRED AND SEVENTY-FIVE THOUSAND FIVE HUNDRED AND EIGHTY POUNDS) to be paid to the OPDC prior to Commencement of the Development;

“Air Quality Monitoring Contribution” means the sum of £10,070.00 (TEN THOUSAND AND SEVENTY POUNDS), to be used by OPDC for the delivery of air quality monitoring technology, collection and analysis of air quality data, and on-going maintenance of the equipment;

“Air Quality Neutral” means a development that meets, or improves upon, the Air Quality Neutral benchmarks set out in the Air Quality Neutral LPG;

“Air Quality Neutral LPG” means the Air Quality Neutral London Plan Guidance published by the GLA in February 2023;

“Air Quality Neutral Assessment” means an assessment carried out in accordance with the Air Quality Neutral LPG;

“Air Quality Off-Setting Payment” means a sum to be calculated in accordance with paragraph 5.2.1 of the Air Quality Neutral LPG by multiplying the excess NO_x and particulate matter emissions above the benchmarks set out in the Air Quality Neutral LPG (tonnes per annum) by the damage costs set out in the ‘Air quality appraisal: damage cost guidance’ published by the Department for Environment, Food & Rural Affairs in March 2023 (£74,769 per tonne of particulate matter and £8,148 per tonne of NO_x) over a 30-year period, with a 2 per cent annual uplift, to be paid to the OPDC prior to Occupation of Development in the event the Development is not Air Quality Neutral;

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

“Borough” means the London Borough of Brent;

“Building” means an individual building or facility forming part of the Development;

“Carbon Offset Contribution” means the sum of £2,850 (TWO THOUSAND EIGHT HUNDRED AND FIFTY POUNDS) (being £95 per tonne of carbon over 30 years) per tonne of carbon shortfall in carbon emission savings as identified by a CO₂ Audit to be paid to OPDC;

“CO2 Audit” means a review of the carbon emissions associated with the Development in line with the GLA Energy Assessment Guidance dated June 2022;

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

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

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

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

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

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

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

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

"Employment, Training and Skills Contribution" means the sum of £84,375.00 (EIGHTY-FOUR THOUSAND THREE HUNDRED AND SEVENTY-FIVE POUNDS) to be used by the OPDC towards enhanced employment, training and skills opportunities; and business development/economic development activity in the OPDC area for the benefit of Local Residents and Local Businesses;

"Exempted Works" means, subject to paragraph 2.7 of Schedule 6, an operation or item of work of or connected with or ancillary to:

- (a) demolition works;
- (b) archaeological investigation or remediation works associated with decontamination;
- (c) exploratory boreholes;
- (d) site or soil investigations;

- (e) site level re-modelling and excavation (apart from excavation for foundations)
- (f) creation of a new pedestrian/ cycle access to the western extent of the Site frontage as shown for the purpose of illustration only on Plan 4;
- (g) site clearance, site reclamation and/or site remediation works;
- (h) the diversion and laying of services;
- (i) the construction of temporary accesses and service roads;
- (j) the temporary display of site notices or advertisements; and
- (k) the erection of scaffolding, fences and hoardings;

"Expert" has the meaning given in clause 19.3;

"GLA" means the Greater London Authority;

"Green Infrastructure and Open Space Strategy and Management Plan" means a plan for the ongoing management and maintenance of the biodiversity value and external amenity areas of the site;

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

"Healthy Streets and Public Realm Contribution" means the sum of £136,158.00 (ONE HUNDRED AND THIRTY-SIX THOUSAND ONE HUNDRED AND FIFTY-EIGHT POUNDS), to be used by OPDC towards Healthy Streets Projects and improvements to the public realm within the OPDC's administrative area;

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

"Highway Reinstatement Works" means the repair and reinstatement of the highways and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the Schedule of Highway Condition approved by the OPDC pursuant to paragraph 3.1 of Schedule 4, provided always that the Owner shall be under no obligation to reinstate or repair said highways and footways as a result of damage the OPDC acting reasonably (in consultation with the local highway authority) agrees has been caused by a person other than the Owner or its agents;

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

“Local Business” means any business, trade, service, profession or industry whose established place of business is within the London Borough of Brent, the London Borough of Ealing or the London Borough of Hammersmith and Fulham and **“Local Businesses”** shall be construed accordingly;

"Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase)" means a management plan (as envisaged by Policy E5 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it)) to be submitted to OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owner's contractors and sub-contractors will work with the OPDC, the London Boroughs of Brent, Ealing and Hammersmith and Fulham, and any local employment or training agencies as part of a training consortium, such arrangements to include:

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

"Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase)" (as envisaged by Policy E5 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it)) means a management plan relating to the operational phase of the Development to be submitted to OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Occupier will work with the OPDC, the London Boroughs of Brent, Ealing and Hammersmith and Fulham, and any local employment or training agencies, such arrangements to include:

- (a) regular reporting and review mechanisms;
- (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents for a period of at least 10 Working Days; and
- (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates; and
- (d) a minimum target of seven end use jobs being taken up by Local Residents;

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

- (a) council tax statement;

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

"London Living Wage" means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and his or her family enough to afford the essentials and to save, the current rate at the date of this Deed being £11.95 per hour;

"Monitoring Contribution" means the sum of £15,262.00 (FIFTEEN THOUSAND TWO HUNDRED AND SIXTY-TWO POUNDS) towards OPDC's monitoring costs relating to this Deed;

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

"Plan 1" means the plan 20839-RPS-SI-XX-DR-A-0100 P02 Site Location Plan showing the Site at Schedule 1;

"Plan 2" means the plan showing the Section 278 Works at Schedule 1;

"Plan 3" means the plan showing the Tenant's Leasehold Interest at Schedule 1;

"Plan 4" means the plan showing the new pedestrian/ cycle access to be created at the western extent of the Site frontage at Schedule 1;

"Planning Application" means the application for full planning permission for the Development submitted to the OPDC and allocated reference number 23/0015/FUMOPDC details of which are the demolition of existing warehouse unit and erection of an industrial/ warehouse building (Use Classes B2 and / or B8) with ancillary office space, landscaping, car parking, servicing and access arrangements;

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

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

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

“Reportable Unit (Energy Centre)” means either a connection to a third-party District Heating Network or District Cooling Network or a self-contained energy centre serving multiple non-residential properties (within the Site);

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

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

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

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

“Section 278 Agreement” means an agreement made under section 278 of the Highways Act 1980 to facilitate the Section 278 Works to be entered into by (1) the Owner and (2) the local highway authority;

“Section 278 Works” means the following highway works as shown for the purpose of illustration only on Plan 2 (unless otherwise agreed in writing with the local highway authority):

- (a) widening of the existing bellmouth entrance to the Site to allow for two-way heavy goods vehicle movements into and out of the Site and creation of a continuous pedestrian access;
- (b) creation of a new pedestrian/ cycle access, including drop kerbs to the western extent of the Site frontage;
- (c) lowering/ protection of existing utilities (as necessary); and
- (d) the Highway Reinstatement Works (if required);

“Site” means the land shown edged red on Plan 1 and which is registered at HM Land Registry under title number NGL765402;

“Supply Chain Initiatives Contribution” means the sum of £8,300.00 (EIGHT THOUSAND AND THREE HUNDRED POUNDS) to be used to secure local business opportunities associated with construction and end use;

"Tenant" means AFM Lighting Limited registered in England and Wales (Company Number 2199714) of Amberley Place 107-111 Peascod Street Windsor Berkshire SL4 1TE;

"Tenant's Leasehold Interest" means the leasehold interest in Unit A Waxlow Road Park Royal under title number NGL766423 shown edged red on Plan 3;

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

"VAT" means value added tax;

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

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

- (a) initiatives to promote cycling and walking for both visitors and staff;
- (b) proposals for providing and promoting public transport information (e.g. maps, route and timetables) at the industrial and office areas for visitors and staff;
- (c) objectives and targets over the life of the Workspace Travel Plan aimed at reducing trips to and from the Development using private car or private hire vehicles;
- (d) measures and targets to demonstrate commitments towards meeting the Mayor of London's Transport Strategy targets;
- (e) proposals for monitoring compliance with the Workspace Travel Plan and reporting to OPDC;
- (f) information about blue badge parking for disabled persons in the vicinity of the Development; and
- (g) mobility assistance measures from the blue badge bays to the Development to those seeking it;

"Workspace Travel Plan Monitoring Contribution" means the sum of £3,000.00 (THREE THOUSAND POUNDS), to be used by the OPDC towards the monitoring of the Workspace Travel Plan.

- 1.2 Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a

clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.

- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Deed to the Owner shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.10 The word “including” means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word “include” and its derivatives shall be construed accordingly.
- 1.11 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.

- 1.13 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) sections 1 and 201 of the 2011 Act; and
- (c) all other powers so enabling.

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

3 NATURE OF OBLIGATIONS

- 3.1 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owner's interests in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 3.2 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the OPDC of any of its statutory powers, functions or discretions.

4 CONDITIONAL AGREEMENT

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

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

5 OBLIGATIONS OF THE OWNER

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

5.2 The Owner covenants with the OPDC not to cause or permit the Commencement of the Development unless and until:

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

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

6 OBLIGATIONS OF THE OPDC

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

7 LEGAL COSTS

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

8 OWNERSHIP

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

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

9 NO ENCUMBRANCES

The Owner warrants that no other person other than the Owner and the Tenant has any legal or equitable interest in the Property. The Owner shall not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owner from encumbering or otherwise dealing with its respective interests in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Deed.

10 REGISTRATION

- 10.1 As soon as reasonably practicable after the completion of this Deed (and in any event within 20 Working Days of this Deed), the Owner shall make an application to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Number referred to in Recitals above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide the OPDC with written notification within 20 Working Days of the application to Land Registry that such application has been made.
- 10.2 If the Owner fails to notify the OPDC that it has made the application in accordance with clause 10.1, the OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with the OPDC to do or concur in doing all things necessary or advantageous to enable the said entry to be made.
- 10.3 The Owner covenants that they shall not make any application to the Land Registry for the removal of any notice registered pursuant to clauses 10.1 or 10.2 without the prior written consent of the OPDC.
- 10.4 The OPDC shall request registration of this Deed as a Local Land Charge by the Borough or its respective successor in statutory function.

11 RIGHT OF ACCESS

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

12 OWNER TO NOTIFY THE OPDC

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

- (a) the intended Commencement Date, at least a month prior to such intended date;
- (b) the actual Commencement Date, within five Working Days of such actual date;
- (c) the intended date for first Occupation of the Development, at least a month prior to such intended date; and
- (d) the actual date of first Occupation of the Development, within five Working Days of such actual date.

12.2 In the event that the Owner fails to provide notification in accordance with clause 12.1, the relevant notifiable event shall be deemed by OPDC (acting reasonably) for the purpose of this Deed to have taken place on the earliest date that such event could have reasonably taken place.

13 NOTICES

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

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

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

- (a) OPDC:

Director of Planning

Old Oak and Park Royal Development Corporation

Brent Civic Centre

32 Engineers Way

Wembley

HA9 0FJ

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

(b) The Owner at:

GLP Waxlow Road Ltd

50 New Bond Street

London W1S 1BJ

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

14 PAYMENTS

- 14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of the Head of Development Management and using reference 23/0015/FUMOPDC.
- 14.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 14.3 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15 NO WAIVER

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

16 INTEREST ON LATE PAYMENT

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

17 INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be increased (as the case may be) by the percentage change in the RPI from 20th July 2023 (being the committee date when it was resolved that Planning Permission should be granted subject to a Section 106 agreement) until the date each payment is due (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the RPI prior to the committee date when it was resolved that Planning Permission should be granted subject to a Section 106 agreement and prior to each payment date.

18 LIABILITY UNDER THE DEED

- 18.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed which occurs after it has parted with its entire interest in the Site (or its interest in that part of the Site on which the breach occurs) save for any prior breach for which they shall continue to be liable.
- 18.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Owner's interests in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owner.
- 18.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

19 DISPUTES

- 19.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 19.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 19 on the reference of any of the parties to the Dispute.

- 19.3 The Dispute shall be referred to the decision of an independent expert (the “**Expert**”) who shall be an independent person of at least ten years’ standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 19.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
 - (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
 - (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - (e) in all other cases, the President of the Law Society to nominate the Expert.
- 19.4 If the Dispute shall relate to matters falling within two or more of clauses 19.3(a) to 19.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 19.3(a) to 19.3(e) (inclusive) to act as joint Experts.
- 19.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties save in the case of manifest error.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 19.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:

- (a) the Expert shall call for representations from all parties within ten Working Days of a reference to the Expert under this Deed and shall require the parties to exchange representations within this period;
- (b) the Expert shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.7(a) to make counter-representations;
- (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
- (d) the Expert shall provide the parties with a written decision (including reasons) within ten Working Days of the last date for receipt of counter-representations;
- (e) the Expert shall be entitled to call for such independent expert advice as the Expert shall think fit; and
- (f) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the Expert's award.

19.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

20 CONTRIBUTIONS

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

20.2 The OPDC covenants with the Owner to spend the Contributions only for the purposes specified in this Deed.

20.3 The OPDC covenants that, in the event that any part of the Contributions has not been allocated or used for the purpose specified within this Deed within ten years from the date of payment, it will repay to the Owner (or the person who made the payment where this person is not the Owner) such sum (with all Interest accrued) upon written request from the relevant party.

21 MISCELLANEOUS PROVISIONS

21.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owner herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or Varied Planning Permission) granted after the date of this Deed.

- 21.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Commenced; or
 - (b) is quashed, revoked or (without the consent of the Owner) modified.
- 21.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.
- 21.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing and any dispute as to whether any such agreement, approval, certification, consent or determination shall be capable of being determined pursuant to clause 19 of this Deed.
- 21.5 Without limiting the generality of clause 21.4, following the submission of documents (or revisions to such documents) to the OPDC under paragraphs 2.1, 3.1 and 3.2 of Schedule 4, paragraphs 1.3(b) and 4.1 of Schedule 5 and paragraphs 2.1 and 2.4 of Schedule 6, the OPDC shall review the same and respond in writing within 40 Working Days of such submission either approving or refusing the document or requesting further information and in the event of a refusal or request for further information shall respond within a further 56 Working Days to any subsequent submission.
- 21.6 No variation to this Deed shall be effective unless made by deed.
- 21.7 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 21.8 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

22 GOVERNING LAW

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

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

Schedule 1

Plan 1: The Site



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- Notes
1. This drawing has been prepared in accordance with the scope of RPS's appointment with its client and is subject to the terms and conditions of that appointment. RPS accepts no liability for any use of this document other than by its client and only for the purposes for which it was prepared and provided.
 2. If received electronically it is the recipient's responsibility to print to correct scale. Only written dimensions should be used.
 3. This drawing should be read in conjunction with all other relevant drawings and specifications.

Designed by:
Adrianne Howells
AC07ED03364476

Drawn by:
David Smith
B885CF827A3676

Checked by:
[Signature]
B8C1A29C542F4A7

P02	Planning Boundary amended	LL	MJH	26/01/23
P01	First Issue	LL	MJH	13/01/23
Rev	Description	By	Ckd	Date



Sherwood House, Sherwood Avenue,
Newark, Nottinghamshire, NG24 1QQ
T:01636 605 700 E: rpsnewark@rpsgroup.com



Project Waxlow Road, London

Title Site Location Plan

RPS Project Number	Scale @ A1	Date Created
NK020839	1:1250	13/01/23
Task Team Manager	Information Author	Task Information Manager
KRP	LL	MJH

Status	S2 (Suitable for Information)
Document Number	20839-RPS-SI-XX-DR-A-0100
Project Code - Originator - Zone - Level - Type - Role - Drawing Number	P02
rpsgroup.com	

Plan 2: The Section 278 Works



CREATION OF NEW PEDESTRIAN/CYCLE ACCESS INCLUSIVE OF DROP KERBS TO THE WESTERN EXTENT OF THE SITE FRONTAGE.

PROPOSED WIDENING OF EXISTING BELLMOUTH ENTRANCE TO ALLOW FOR TWO-WAY HGV MOVEMENTS INTO AND OUT OF THE SITE.

NB: EXISTING UTILITIES TO BE PROTECTED / LOWERED AS PART OF THE WORKS. TO BE ADVISED BY MEP / UTILITY DESIGNER

DESIGNER RISK INFORMATION
IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:-
CONSTRUCTION:
MAINTENANCE/CLEANING:
DECOMMISSIONING/DEMOLITION:
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Adrienne Howells
AC07ED263364470...

DocuSigned by:
David Lunt
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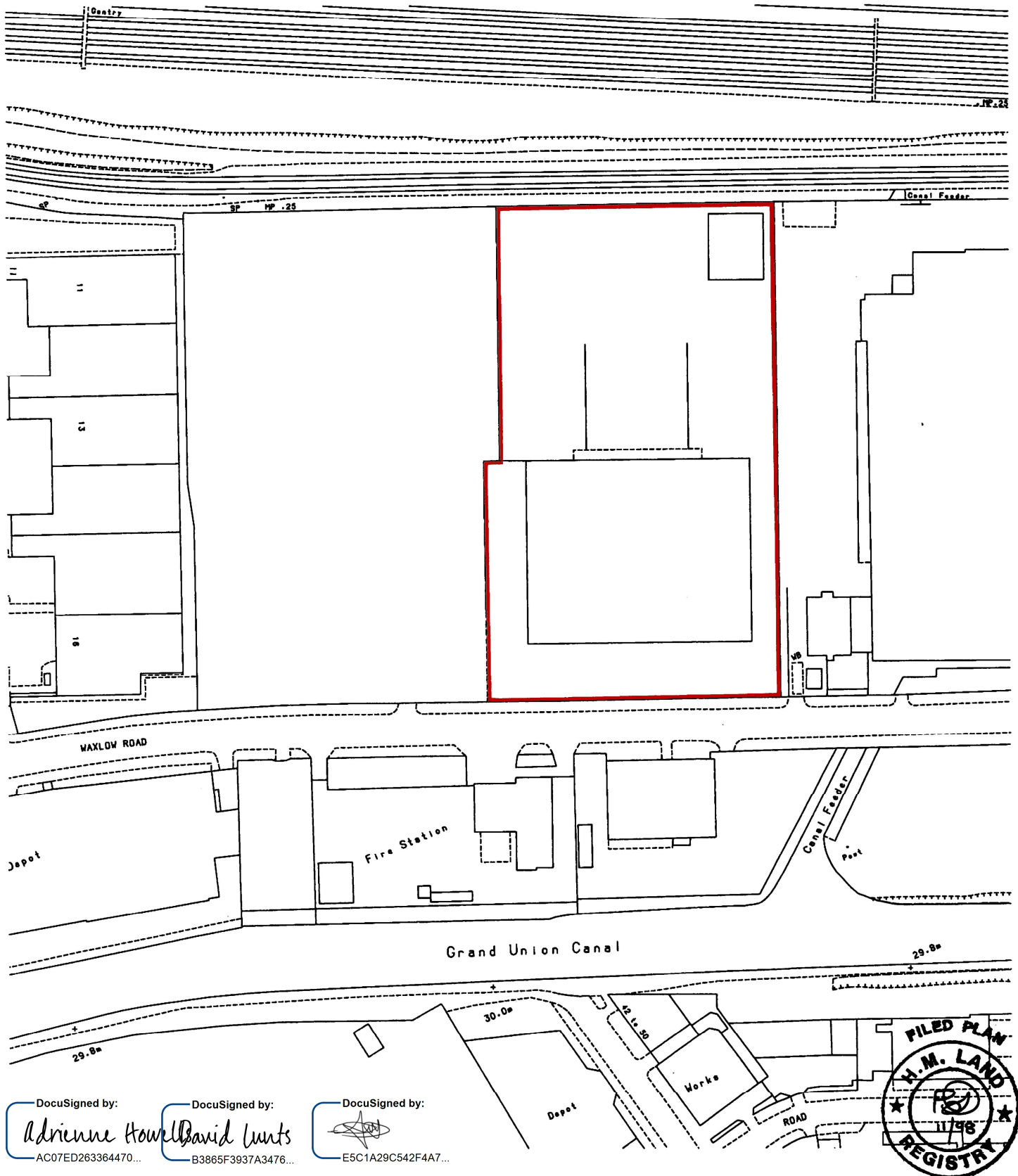
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Rev	Date	Amendment	
Southgate House, 38 Southgate, Wakefield WF1 1TL T: 01924 811 000 mjm.co.uk			
Project: 12 WAXLOW ROAD LONDON NW10 7NU			
Client: GLP			
Drawing Title: PROPOSED HIGHWAYS WORKS PLAN			
MJC Ref: 8191	Scale: 1:200	Sheet Size: A1	
Revision Status: P01	Suitability Status: S2	Date: AUG. 2023	
Suitability Description: FOR INFORMATION			
Drawing Reference: Project - Originator - Zone - Level - File Type - Discipline - Number 8191-MJM-XX-XX-DR-D-6600			

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Plan 3: The Tenant's Leasehold Interest

H.M. LAND REGISTRY		TITLE NUMBER		
		NGL 766423		
ORDNANCE SURVEY PLAN REFERENCE	TQ2083	SECTION	R & S	Scale 1/1250
ADMINISTRATIVE AREA GREATER LONDON : BRENT				© Crown Copyright 1998



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DocuSigned by: *David Lunt* B3865F3937A3476...

DocuSigned by: *[Signature]* E5C1A29C542F4A7...



Plan 4: new pedestrian/ cycle access to the western extent of the Site frontage



DESIGNER RISK INFORMATION
IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING:-
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Adrianne Howells

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DocuSigned by:

David Lunt

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Rev	Date	Amendment	
			☒

mjm Consulting Engineers Ltd

Southgate House, 38 Southgate, Wakefield WF1 1TL
T: 01924 811 000 mjm.co.uk

Project:

12 WAXLOW ROAD
LONDON
NW10 7NU

Client:

GLP

Drawing Title:

PROPOSED HIGHWAYS WORKS PLAN

☒ nt	☒ TM	☒ TM
MJM Ref: 8191	Scale: 1:200	Sheet Size: A1
Revision Status: P01	Suitability Status: S2	Date: AUG. 2023

Suitability Description:

FOR INFORMATION

Drawing Reference:

Project - Originator - Zone - Level - File Type - Discipline - Number

8191-MJM-XX-XX-DR-D-6601

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Schedule 2

Draft Planning Permission

DECISION NOTICE

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

Please see notes at the end of this notice

Applicant

GLP UK Ltd.
Da Vinci House
44 Saffron Hill
London, EC1N 8FH

Agent

Molly Purcell
Iceni Projects
Da Vinci House
44 Saffron Hill
London, EC1N 8FH

Part I - Particulars of Application

Date of Application: 20 February 2023

Application No: 23/0015/FUMOPDC

Proposal: Demolition of existing warehouse unit and erection of an industrial / warehouse building (Use Classes B2 and / or B8) with ancillary office space, landscaping, car parking, servicing and access arrangements.

Location: 12 Waxlow Road, London, NW10 7NU.

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 Planning and Compulsory Purchase Act 2004).

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

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

20839-RPS-SI-XX-DR-AA-0100 P02 - Site location plan
20839-RPS-SI-XX-DR-A-0107 P01 – Demolition plan
10465-HYD-XX-XX-DR-ME-9600-P02 – External Services
20839-RPS-SI-XX-DR-A-0108 P04 – Proposed site layout
20839-RPS-SI-XX-DR-A-0109 P04 – Proposed elevations
20839-RPS-SI-XX-DR-A-0110 P04 – Proposed street elevations
20839-RPS-SI-XX-DR-A-0111 P04 – Proposed building sections
20839-RPS-SI-XX-DR-A-0112 P03 – Proposed building plans
20839-RPS-SI-XX-DR-A-0113 P03 – Proposed office plans
20839-RPS-SI-XX-DR-A-0114 P03 – Proposed roof plan
20839-RPS-SI-XX-DR-A-0115 P03 – Proposed fencing details
20839-RPS-SI-XX-DR-A-0116 P03 – Proposed cycle shelter details
22-19-03 PL07 – Soft landscape plan
22-19-03 PL02 – Landscape sections
10465-HYD-XX-XX-E-6300 P01 - External Lighting Lux Level Plot
Air Quality Assessment by Air Quality Assessments Ltd dated April 2023
Arboricultural Impact Assessment by By A.T. Coombes Associates Ltd dated January 2023
Biodiversity Net Gain Assessment ref. 21-2306.02 / 87364.544496 Issue 4 by Delta Simons dated July 2023
BREEAM Pre-Assessment report by CPW dated January 2023
Car Park Management Plan ref. 8191 rev. 1 by MJM Consulting Engineers dated February 2023
Construction Management Plan issue 001 by GLP dated January 2023
Delivery and Servicing Plan Rev. 01 ref. 8191 by MJM Consulting Engineers dated May 2023
Design and Access Statement by RPS dated February 2023
Ecological Impact Assessment ref. 21-2306.02 / 87364.544496 Issue 03 by Delta Simons dated May 2023
Planning Energy Assessment ref. 10465-HYD-XX-XX-RP-ME-0001 P02 by Hydrock KTA Consultants Limited dated July 2023
Preliminary Geo-Environmental Risk Assessment ref. 21-2306.04_REP_12, Waxlow Road, London_PRA_2023-04-05 Issue 05 by Delta Simons dated April 2023
External Lighting Strategy ref. 10465-HYD-XX-XX-RP-ME-0002 Rev. 01 by Hydrock KTA Consultants Limited dated January 2023
London Plan Fire Statement ref. 25920-HYD-XX-ZZ-RP-FE-00 by Hydrock dated April 2023
Flood Risk Assessment and Drainage Strategy ref. 8191-MJM-XX-XX-RP-C-0001-S2-00 by MJM Consulting Engineers dated January 2023
Green Infrastructure and Open Space Strategy and Management Plan ref. 22-0019 - 003 P05 by Tim Cousins dated May 2023

Health Impact Assessment ref. 22-208 by Icen Projects dated February 2023
Heritage, Townscape and Visual Impact Assessment by Icen Projects dated January 2023
Mechanical Plant Report by Hydrock KTA Consultants Limited dated January 2023
Noise Impact Assessment ref. 2061366-RP-001-(01) Rev. 2 by RSK Acoustics dated May 2023
Planning Statement by Icen Projects dated January 2023
Site Waste Management Plan ref. 8191 by MJM Consulting Engineers dated February 2023
Sustainability Statement by Icen Projects dated January 2023
Transport Statement ref. 8191 Rev. 01 by MJM Consulting Engineers dated April 2023
Travel Plan ref. 8191 Rev. 01 by MJM Consulting Engineers dated May 2023
Utilities Summary ref. 10465-HYD-XX-XX-RP-ME-0003 P01 by Hydrock KTA Consultants Limited dated January 2023

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

3. No independent use of office floorspace - compliance

The ground floor undercroft/office floorspace and the first and second floor office floorspace hereby approved (as shown on drawing No. 20839-RPS-SI-XX-DR-A-0113 Rev. P03) shall only be used as ancillary to the primary warehouse/industrial use of the development, and shall not at any time be used as separate self-contained accommodation.

Reason: The potential impact of independent use has not been assessed within the application, and the non-town centre location is not suitable for standalone office use in accordance with Policy TCC1 of the OPDC Local Plan.

4. Contaminated land site investigation – prior to commencement

No development shall commence until:

- (i) a site investigation has been carried out by a competent person to determine the nature and extent of any soil contamination present. The investigation shall be carried out in accordance with BS 10175:2011 (+ A2:2017) and the Environment Agency's current Land Contamination Risk Management Guidance; and
- (ii) a report documenting the findings of the site investigation including the results of any chemical and gas analysis as well as an assessment of the risks posed by any identified contamination has been submitted to and approved in writing by the Local Planning Authority. Should any contamination be found that presents an unacceptable risk to any identified receptors, the report shall include 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.

Reason: To ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (2022) policy EU13 'Land Contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

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

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

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

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

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

6. 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 comply with the 'Old Oak and Park Royal Construction Logistics Strategy' and Transport for London's 'Construction Logistics Plan Guidance', and shall include, but not be limited to, the following details:

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

The development, including 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 (2022) policy T7 'Deliveries, Servicing and Construction' and OPDC Local Plan (2022) T8 'Construction'. The

details are required prior to commencement because the demolition phase must be addressed in the CLP.

7. Tree protection – prior to commencement

No development shall commence, including any works of demolition, prior to the implementation of the submitted tree protection plan at Appendix 5 of the 'Arboricultural Impact Assessment, January 2023', and the tree protection measures shall thereafter be maintained until the completion of the development.

Reason: In the interests of the character and appearance of the area and to support biodiversity in accordance with London Plan (2021) policy G7 'Trees and woodlands' and OPDC Local Plan (2022) policy EU2 'Urban Greening and Biodiversity'. The implementation of tree protection measures is required pre-commencement because demolition works have the potential to harm trees that are identified for retention.

8. Removal of underground tanks – prior to commencement

Prior to commencement all existing underground fuel tanks shall be removed from the site, and a copy of the associated removal certificate shall be submitted to and approved by the Local Planning Authority.

Reason: In order to ensure that contaminants are removed from the site and in accordance with Policy EU13 of the Local Plan. The details are required prior to commencement because the works must be undertaken prior to demolition and other construction works to avoid any risks to health.

9. Rail infrastructure risk assessment – prior to commencement

No development shall commence, with the exception of demolition, prior to the submission to and approval in writing by the Local Planning Authority of a method statement and risk assessment in relation to risks of construction related impacts upon the adjacent railway infrastructure shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Network Rail. The report shall include details of the following where applicable:

- alterations to ground levels
- excavation works
- earthworks
- de-watering works
- ground stabilisation works
- ground investigation works
- alterations in loading within 15m of the railway boundary

Reason: To ensure that the construction and subsequent maintenance of the development can be carried out without adversely affecting the safety and operational needs of the railway and in accordance with Policy T5 of the Local Plan. The details are required prior to commencement in order to ensure that these initial works can be undertaken without adversely affecting railway infrastructure.

10. Materials – prior to above ground works

No above ground works shall commence until:

- a. samples of all external materials, including windows, doors and glazing, and elevation drawings annotated to show where the materials are to be located have been submitted to and approved in writing by the Local Planning Authority; and

b. sample panels have been constructed on site to show the typical building façades, and have been made available for inspection and approved in writing by the Local Planning Authority.

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

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

11. Secured by Design – prior to above ground works

Prior to the commencement of above ground works, details of the ‘Secured by Design’ measures, including details of boundary treatments, to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The boundary details shall include vehicle safety protection measures along the boundary with the railway to prevent accidental vehicle incursion and the details shall also 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 and the approved boundary treatments shall be installed prior to occupation and thereafter maintained.

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) and Policies D3 ‘Well designed buildings’ and T5 ‘Rail’ of the Local Plan.

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

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

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

The development hereby permitted shall not be occupied until the landscaping scheme has been implemented in full accordance with the approved scheme and it shall thereafter be permanently retained. The approved landscaping scheme shall be managed and maintained in accordance with the approved maintenance and management plan. Any plants or trees which, within a period of five years from the date they are first planted, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2021) policies G6 'Biodiversity and Access to Nature', and OPDC Local Plan (2022) policies D1 'Public realm' and EU2 'Urban Greening and Biodiversity'.

13. Cycle parking details – prior to above ground works

No above ground works shall commence until further details of secure cycle storage to show compliance with the London Cycling Design Standards have been submitted to and approved in writing by the Local Planning Authority. No part of the development shall be brought into use until the cycle parking has been provided in accordance with the approved details. The cycle parking shall thereafter be made available at all times and shall not be used for any other purpose.

Reason: To ensure adequate provision of cycle parking in the interests of supporting sustainable modes of transport in accordance with Policy T5 of the London Plan (2021) and Policy T3 of the Local Plan.

14. Fire Strategy – prior to above ground works

Prior to the commencement of above ground works, an update detailed 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).

14. Oil interceptor details – prior to above ground works

No above ground works shall commence until details of the design and maintenance schedule of petrol/oil interceptors to serve the vehicle manoeuvring, car and lorry parking areas of the site have been submitted to and approved by the Local Planning Authority. The interceptors shall be installed prior to the occupation of the development and shall thereafter be maintained and serviced in accordance with the approved details.

Reason: In order to prevent the pollution of watercourses and in accordance with Policies EU3 and EU6 of the Local Plan.

15. Contaminated land remediation works – prior to occupation

Unless otherwise agreed in writing pursuant to condition 4, the development shall not be occupied until the remediation scheme approved under condition 4 ii) has been carried out in full and there has been submitted to and approved by the Local Planning Authority a verification report confirming that the remediation scheme has been implemented in full accordance with the approved details. The verification shall comprise:

- a) as built drawings of the implemented scheme,
- b) photographs of the remediation works in progress, and
- c) certificates demonstrating that imported and/or material left in situ is free from contamination.
- d) Thereafter the scheme shall be monitored and maintained in accordance with the details approved under condition 4 ii).

Reason: To ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (2022) policy EU13 'Land Contamination'.

16. External lighting approved details – prior to occupation

Prior to the occupation of the development, external lighting shall be installed in accordance with an updated External Lighting Strategy that includes details of measures to prevent light spillage onto the adjoining railway land, that shall have been submitted to and approved by the Local Planning Authority. The external lighting shall thereafter be maintained in accordance with the approved details.

Reason: In the interests of the amenities of occupiers of the development, the appearance of the site, to prevent light pollution, and to prevent harm to railway operations and in accordance with Policies D1, D3, D5 and T5 of the Local Plan.

17. Vehicular access implementation – prior to occupation

The reconfigured vehicular access as shown on drawing No. 20839-RPS-SI-XX-DR-A-0108 Rev. P04 shall be installed prior to the occupation of the development and thereafter maintained.

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

18. Car parking implementation – prior to occupation

No part of the development shall be brought into use until the vehicle delivery yard and car parking spaces including dedicated Blue Badge parking indicated on drawing No. 20839-RPS-SI-XX-DR-A-0108 Rev. P04. have been completed and made available for use in full accordance with the approved plans. 100% of the car parking spaces shall be installed with active electric vehicle charging points (EVCP). The car parking spaces, including Blue Badge car parking space, shall be retained thereafter and the EVCPs shall be maintained in full working order.

Reason: To ensure that the provision of suitable off road servicing and car parking to meet the operational needs of the development, including accessibility requirements, and to encourage the use of less polluting vehicles in accordance with London Plan (2021) policies T7 'Deliveries, Servicing and Construction', T6 'Car Parking' and OPDC Local Plan (2022) policy T7 'Freight, Servicing and Deliveries' and policy T4 'Parking'.

19. Bird nests protection – compliance

No tree or vegetation clearance or removal shall take place between the months of March to August inclusive, except where a qualified ecologist has undertaken a survey and provided written confirmation that there are no nesting birds present that would be affected by the clearance work, no more than 2 days prior to commencement of the vegetation clearance.

Reason: In order to prevent harm to the habitat of protected species and protect biodiversity and in accordance with Policy EU2 of the Local Plan.

20. BREEAM review report – compliance

Within three months of the date of first occupation of the development, a BREEAM Certificate confirming the scheme has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the Local Planning Authority.

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

21. Site Waste Management Plan – compliance

The development shall be carried out in accordance with the submitted 'Site Waste Management Plan, January 2023, Job No. 8191'.

Reason: In order to minimise waste arising during the construction and operation of the site and to ensure the efficient use of building materials in accordance with Policy EU7 of the Local Plan.

22. Unexpected contamination – compliance

If during construction, contamination not previously identified is found to be present at the Site then no further development (unless otherwise agreed in writing by the LPA), shall be carried out until a method statement identifying, assessing the risk and proposing remediation measures, together with a programme, shall be submitted to and approved in writing by the LPA. The remediation measures shall be carried out as approved and in accordance with the approved programme. If no unexpected contamination is encountered during development works, on completion of works and prior to occupation a letter confirming this should be submitted to the LPA. If unexpected contamination is encountered during development works, on completion of works and prior to occupation, the agreed information, results of investigation and details of any remediation undertaken will be produced to the satisfaction of and approved in writing by the LPA.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (2022) policy EU13 'Land Contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

23. Drainage strategy – compliance

The development shall be carried out in accordance with the submitted Flood Risk Assessment and Drainage Strategy, ref. 8191-MJM-XX-XX-RP-C-0001-S2-00_Flood_Risk Assessment and this approved strategy and schedule shall thereafter be maintained for the lifetime of the development.

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

24. Non-Road Mobile Machinery - compliance

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

Reason: To ensure that air quality is not adversely affected by the development, in accordance with London Plan (2021) policy SI 1 'Air quality' and OPDC Local Plan 2018-2038 policies EU4 'Air Quality' and T8 'Construction'.

25. 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'.

26. Energy – no warehouse fixed building services

No fixed building services (with the exception of lighting) shall be installed to the warehouse/mezzanine part of the building, until an associated energy strategy has been submitted to and approved by the Local Planning Authority. The fixed building services shall be installed and thereafter maintained in accordance with the approved details.

Reason: In the interests of minimising carbon emissions arising from the development (warehouse fixed services are excluded from the submitted energy statement) and in accordance with London Plan policy SI 2 and OPDC Local Plan policy EU9.

27. Vibro-impact works details – compliance

Prior to any vibro-impact works on site, a risk assessment and method statement shall be submitted to and approved by the Local Planning Authority in consultation with Network Rail. The works shall thereafter be carried out in accordance with the approved details.

Reason: To prevent any piling works and vibration from de-stabilising or impacting the railway and in accordance with Policy T5 of the Local Plan.

28. Energy Statement – compliance

The development shall be carried out and thereafter maintained in accordance with the on-site energy demand reduction, energy supply, renewable energy measures and cooling strategy set out within the submitted Energy Statement ref. 10465-HYD-XX-XX-RP-ME-0001 Rev P02 and the G Value of the external glazing shall not exceed 0.21 and the air source heat pumps installed to serve the office floors shall achieve a minimum cooling efficiency of SEER 5.5 and a minimum heating efficiency of SCOP 4.5.

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

Informatives:

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the MCIL2 Charging Schedule 2019. Liability to pay CIL must now

be assumed by submitting an Assumption of Liability Form to OPDC at planningapplications@opdc.london.gov.uk.

3. The applicant is strongly encouraged to make reasonable endeavours to ensure that all workers involved in the construction and operation of the development, either directly employed by the applicant, or employed by a sub-contractor, are paid the London Living Wage.
4. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <https://www.fors-online.org.uk/cms/>.
5. All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.

The Applicant is responsible for agreeing with Network Rail if a BAPA (Basic Asset Protection Agreement) is required. Where a BAPA is required, Network Rail advises that the developer will be liable for all costs incurred by Network Rail in facilitating this proposal, including any railway site safety costs, possession costs, asset protection costs / presence, site visits, review and agreement of proposal documents and any buried services searches. The BAPA will be in addition to any planning consent. All new enquiries will need to be submitted via the Asset Protection and Optimisation - Customer Portal Link to ASPRO ACE Portal ASPRO Network Rail Implementation (oraclecloud.com) From there, the client can create an account and submit their enquiry. Enquiry will then be assigned to one of the Asset Protection team to progress. The assigned team member will then be in a position to review and comment on any submissions from the outside party. No works are to commence until agreed with Network Rail. Early engagement with Network Rail is strongly recommended. Should the above proposal be approved by the council and should there be conditions, where the proposal interfaces with the railway (as outlined in this response) the outside party is advised that a BAPA (Basic Asset Protection Agreement) must be in place, in order for Network Rail to review and agree the documentation and works outlined in conditions (and those areas covered by the discharge of conditions). Network Rail recommends that the applicant ensures that the BAPA is in place and that Network Rail has reviewed and agreed the documents as part of the discharge of any conditions. The applicant is advised that before the proposal progresses (should it be approved) they will be required to submit the development form to Network Rail's Asset Protection team and agree the BAPA before any works commence on site. Network Rail is a Government funded Organisation and we are expected to recover our involvement costs from this type of interface, to proceed in more detail with discussions a signed Basic Asset Protection Agreement (BAPA) would be required to be in place. Permanent impacts of development are usually material considerations (such as the position of permanent structures, or drainage design etc) and where these are likely to occur, requests for planning conditions or scheme amendments are requested to protect the existing railway infrastructure from the impacts of the works on site and as a permanent arrangement. Controls on the temporary impact of construction to outside party land should also be picked up via building control, or in some cases a party wall surveyor. Once the attached Asset Protection Questionnaire/dev link has been completed and forwarded to the team the enquiry will then be processed and an email sent to the

applicant giving a project reference number and name of person with the asset protection team that will deal with the enquiry.

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: XX MMMM 2023

Emma Williamson

Director of Planning

Old Oak and Park Royal Development Corporation

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

Appeals to the Secretary of State

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

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

To make an appeal online, please use www.planningportal.gov.uk/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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Schedule 3

Monitoring Contribution

1 MONITORING CONTRIBUTION

1.1 The Owner shall:

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

Schedule 4

Public Realm, Highways and Transport

1 HEALTHY STREETS AND PUBLIC REALM CONTRIBUTION

1.1 The Owner shall:

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

1.2 OPDC covenants with the Owner to use the Healthy Streets and Public Realm Contribution towards Healthy Streets Projects and/or public realm improvements within the OPDC's administrative area.

2 WORKSPACE TRAVEL PLAN

2.1 The Owner shall:

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

2.2 The Owner shall pay the Workspace Travel Plan Monitoring Contribution to the OPDC in three instalments each of £1,000.00 (ONE THOUSAND POUNDS) on the:

- (a) first Occupation of the Development;
- (b) first anniversary of the first Occupation of the Development; and
- (c) third anniversary of the first Occupation of the Development.

2.3 The Owner shall not Occupy or permit or suffer Occupation of the Development until the first instalment of the Workspace Travel Plan Monitoring Contribution payable pursuant to paragraph 2.2(a) of this Schedule 4 has been paid to the OPDC.

- 2.4 The Owner shall review the operation of the Workspace Travel Plan within the calendar month preceding the first, third and fifth anniversaries of the first Occupation of the Development and shall submit a written report to the OPDC within 10 Working Days of completion of the review setting out on the first, third and fifth anniversaries of the first Occupation of the Development the findings of the review including the extent to which the objectives and targets set out within the Workspace Travel Plan are being achieved and any proposals for improving the operation of the Workspace Travel Plan.
- 2.5 Following submission of a review of the Workspace Travel Plan, the Owner and the OPDC shall use reasonable endeavours to agree any changes reasonably necessary to the Workspace Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

3 HIGHWAY REINSTATEMENT

- 3.1 The Owner shall:
- (a) prior to Commencement of the Development submit an initial Schedule of Highway Condition (which shall be by reference to a plan) to the OPDC for approval; and
 - (b) not Commence the Development until the OPDC has approved the initial Schedule of Highway Condition in writing.
- 3.2 Within 20 Working Days of the Development being Practically Complete (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Area), the Owner shall give written notification of such fact to the OPDC together with the following information for approval:
- (a) a further Schedule of Highway Condition (which shall be by reference to a plan);
 - (b) a proposed specification for the Highway Reinstatement Works; and
 - (c) a proposed programme for the Highway Reinstatement Works.
- 3.3 Following approval of the details in paragraph 3.2 by the OPDC, the Owner shall, if any Highway Reinstatement Works are reasonably required by the OPDC carry out the Highway Reinstatement Works in accordance with the Section 278 Agreement.
- 3.4 The Owner shall not permit any further Occupation after the Development is Practically Complete until:
- (a) the details required to be submitted pursuant to paragraph 3.2 have been approved in writing by the OPDC; and

- (b) if any Highway Reinstatement Works are reasonably required by the OPDC, the Owner has Practically Completed the Highway Reinstatement Works in accordance with the Section 278 Agreement.

3.5 The Owner shall consult with the Borough (as local highway authority) in respect of the approval of the details required to be submitted pursuant to paragraphs 3.1 and 3.2.

4 SECTION 278 AGREEMENT

The Owner shall:

- (a) use reasonable endeavors to complete the Section 278 Agreement prior to Commencement of Development; and
- (b) not Commence the Section 278 Works until the Section 278 Agreement has been completed.

Schedule 5

Energy and Environment

1 DECENTRALISED ENERGY NETWORK

1.1 In the event that a District Heating Network or District Cooling Network becomes available in the vicinity of the Development, the OPDC will notify the Owner in writing of this.

1.2 The Owner covenants with the OPDC that:

- (a) the Development is designed and will be constructed so that it is capable of being connected to and supplying heat to, and will not prejudice the future connection and supply of heat to, a District Heating Network or District Cooling Network, including:
 - (i) the installation of a single connection point to enable the Development to be connected to a District Heating Network or District Cooling Network in a location to be approved in writing by the OPDC in accordance with details approved under 1.2(b) of this Schedule which shall be installed prior to first Occupation of the Development; and
 - (ii) ensuring that sufficient space is allocated to enable the installation of the following infrastructure if required:
 - (A) a network connection with inclusion of space for variable speed pumps, optimised route, temperatures, diameters and insulation thickness, control valve to provide variable flow temperature, insulating pipework;
 - (B) building connections including two-port control valves, peak flow to be limited, heat exchanger sized for low return temperatures, heat meters, temperature-controlled bypasses, service entry routes, access and any other space necessary for the purpose of connecting to a District Heating Network or District Cooling Network; and
 - (C) building systems including provision of insulating primary and secondary network for the provision of cooling or waste heat, two-port control valves, meters, and other technology required that are or will be available to facilitate connection to a District Heating Network or District Cooling Network.

- (b) prior to the Commencement of the Above Ground Works it shall submit to the OPDC written details of the technical specification and design of the infrastructure identified in paragraph 1.2(a)(i) above for the OPDC's approval;
- (c) as soon as is practicable after a District Heating Network or District Cooling Network available, it shall submit to the OPDC written details of the technical specification and design of the infrastructure identified in paragraph 1.3(a)(ii) above for the OPDC's approval;
- (d) it shall use Best Endeavours to connect the Development to a District Heating Network or District Cooling Network as soon as is practicable after one becomes available, including for the purpose of supplying heat, in accordance with the details approved by OPDC under paragraphs 1.2(b) and (c); and
- (e) it shall inform the OPDC in writing of the connection date and, for the avoidance of doubt, the OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network or District Cooling Network.

2 CARBON OFFSET CONTRIBUTION

2.1 The Owner shall:

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

3 BE SEEN REQUIREMENTS

- 3.1 Prior to the Development being Occupied, the Owner shall provide updated accurate and verified 'as-built' estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london->

plan-guidance/be-seen-energy-monitoring-guidance). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

- 3.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
- 3.3 In the event that the 'In-use stage' evidence submitted under clause 3.2 shows that the 'As-built stage' performance estimates derived from clause 3.1 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. An action plan comprising measures identified in clause 3.2 shall be submitted to and approved in writing by the GLA, identifying measures that would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

4 GREEN INFRASTRUCTURE AND OPEN SPACE STRATEGY AND MANAGEMENT PLAN

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

5 AIR QUALITY

- 5.1 The Owner shall:
- (a) undertake and provide to the OPDC an Air Quality Neutral Assessment prior to first Occupation of the Development;

- (b) if the Air Quality Neutral Assessment identifies that the Development is not Air Quality Neutral, to pay the Air Quality Off-Setting Payment to OPDC; and
- (c) not Occupy or permit or suffer Occupation of the Development until the Air Quality Off-Setting Payment has been paid in full to the OPDC if the Air Quality Neutral Assessment identifies that the Development is not Air Quality Neutral.

5.2 The Owner shall:

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

5.3 The OPDC covenants with the Owner to:

- (a) use any Air Quality Off-Setting Payment made under clause 5.1 above towards measures to improve local air quality; and
- (b) use the Air Quality Monitoring Contribution towards the delivery of air quality monitoring technology, collection and analysis of air quality data, and on-going maintenance of the equipment.

Schedule 6

Employment, Training and Skills

1 EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTIONS

1.1 The Owner shall:

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

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

2 LOCAL EMPLOYMENT

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

- (a) the target number of apprenticeships to be provided (being not less than 10) at a salary not less than the London Living Wage; and
- (b) the target number of paid work placements (being not less than 10) at a salary not less than the London Living Wage.

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

2.2 The Owner shall require that its contractors shall:

- (a) ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) throughout the Construction Period;

- (b) use reasonable endeavours to ensure the recruitment of Local Residents accounts for at least twenty per cent (20%) of the construction jobs arising from the Development during the Construction Period;
- (c) use reasonable endeavours to ensure that during the Construction Period the requisite number of construction apprenticeships at a minimum of NVQ level 2 are available at the Development where each apprenticeship shall be for a period of not less than 52 weeks and at a salary not less than the London Living Wage;
- (d) use reasonable endeavours to provide opportunities for Local Businesses to bid/tender for sub-contracting opportunities and the supply of goods and services during the Construction Period and for a minimum of 10% of build cost to be paid to these businesses during the Construction Period; and
- (e) ensure that all jobs, apprenticeships and paid work placements arising from the Development during the Construction Period are paid at no less than the London Living Wage.

2.3 Prior to first Occupation of the Development, the Owner or its contractor shall:

- (a) verify to the OPDC the number of Local Residents employed in the construction of the Development;
- (b) provide proof of construction jobs, apprentices, paid and unpaid placements, their NVQ levels and salary paid; and
- (c) provide a list of opportunities which have been tendered to local businesses and details of the local businesses sub-contracted or who have provided goods and services during the Construction Period and the percentage of build costs paid to these businesses.

2.4 Any Occupier shall submit prior to the Occupation of the Development to the OPDC for its written approval the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) that shall include a target of a minimum of 7 end use jobs taken up by host Borough residents.

2.5 The Owner covenants with the OPDC:

- (a) to not Occupy or permit or suffer Occupation of the Development prior to the approval of the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase); and
- (b) to require the Occupier to use reasonable endeavours to ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) throughout the Occupation of the Development.

- 2.6 The Owner covenants with the OPDC to require the Occupier to ensure that all end use jobs, apprenticeships and paid work placements arising from the Occupation of the Development are paid no less than the London Living Wage.
- 2.7 For the purposes of paragraphs 2.1 and 2.2 of this Schedule only, the definition of Exempted Works does not include demolition works.

3 AFFORDABLE WORKSPACE

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

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

Authorised Signatory

Name (BLOCK):

Position:

DocuSigned by:
David Wuntz
B3865F3937A3476...

Authorised Signatory

Name (BLOCK):

Position:

DocuSigned by:
[Signature]
E5C1A29C542F4A7...

Executed as a deed by)
GLP WAXLOW ROAD)
LIMITED acting by a director)
in the presence of:)

DocuSigned by:
Adrienne Howells
AC07ED263364470...

Witness Signature:

DocuSigned by:
Emily Le Gallais
44FEBDE254B94BE...

Witness Name:

Witness Address:

Witness Occupation: