

DATED 28 March **2024**

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) LINDEN HILL – CAPITAL ASSETS – INTC LIMITED

(3) QIB (UK) PLC

**DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND ALL
OTHER POWERS ENABLING RELATING TO
26 PARK ROYAL ROAD, LONDON, NW10 7JW**



Pinsent Masons

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THIS DEED OF AGREEMENT is made on 28 March

2024

BETWEEN:-

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley HA9 0JF (the "**OPDC**");
- (2) **LINDEN HILL – CAPITAL ASSETS – INTC LIMITED** (Company No. 14191776) whose registered office is at 55 Grosvenor Street, Mayfair, London W1K 3HY (the "**Owner**"); and
- (3) **QIB (UK) PLC** (Company No. 04656003) whose registered office is at 43 Grosvenor Street, Mayfair, London W1K 3HL (the "**Mortgagee**").

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act.
- (B) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number MX403629.
- (C) The Owner has submitted the Planning Application to OPDC.
- (D) The Mortgagee has the benefit of a registered charge dated 22 September 2022 against title number MX403629.
- (E) At a meeting of its Planning Committee on 22 February 2024 OPDC resolved to grant the Planning Permission subject to the Owner entering into this Deed without which the Planning Permission would not be granted.
- (F) 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.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

"1980 Act"	means the Highways Act 1980
"1990 Act"	means the Town and Country Planning Act 1990
"2011 Act"	means the Localism Act 2011
"Class"	means a class of the Town and Country Planning (Use Classes) Order 1987 (as amended)
"Commencement"	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) except for the carrying out of any Excluded Works and " Commence " and " Commenced " shall be construed accordingly
"Development"	means the redevelopment of the Site and the erection of a self-storage facility (Class B8) with ancillary office floorspace, together with associated parking and landscaping

"Excluded Works"	means works of site investigations, archaeological investigation, decontamination and any remedial work in respect of decontamination or other adverse ground conditions, the erection of hoardings or other means of enclosure for site security operations or the erection of temporary buildings structures and/or facilities associated with the development and site preparation works (including any enabling works, the diversion and/or laying of services, creation of temporary access and any underpinning of third party walls)
"Expert"	has the meaning given in Clause 20.3
"First Occupation"	means first Occupation of the Development or any part thereof and "First Occupy" shall be construed accordingly
"GLA"	means the Greater London Authority or any successor in statutory function
"Implementation"	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and "Implemented" , "Implement" and "Implementation Date" shall be construed accordingly
"Index"	means the RPI Index (or in the event that this ceases to exist such index as may be adopted by OPDC for the purpose of calculating planning obligations)
"Index Linked"	means subject to indexation in accordance with Clause 18
"Interest"	means interest at a rate of 4% (four per cent) per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment
"London Plan"	means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time
"Monitoring Contribution"	the sum of £12,293.90 (twelve thousand two hundred and ninety three pounds and ninety pence) (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed
"Occupation"	means the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupy" , "Occupying" , "Occupier" and "Occupied" shall be construed accordingly
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Deed
"Plan 1"	means the plan attached to this Deed at Appendix 1 marked "Plan 1" showing the Site
"Plan 2"	means the plan attached to this Deed at Appendix 1 marked "Plan 2" showing the Highway Works and the Highway Reinstatement Works as specified in Schedule 1

"Planning Application"	means the application for outline planning permission with all matters reserved except access for the Development submitted to OPDC and allocated reference number 23/0166/OUTOPDC
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at Appendix 2
"Practical Completion"	means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and "Practically Complete" and "Practically Completed" shall be construed accordingly
"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other consents under the 1980 Act and/or the obtaining of consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"RPI Index"	means the All Items Index of Retail Prices published by the Office for National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC
"Site"	means the land known as 26 Park Royal Road, London, NW10 7JW as shown edged red on Plan 1
"Varied Planning Permission"	means any planning permission(s) issued to amend, vary or replace the Planning Permission granted pursuant to section 73 of the 1990 Act from time to time
"Working Day"	means any day of the week other than Saturday Sunday any bank holiday and any public holiday

- 1.2 The Interpretation Act 1978 shall apply to this Deed.
- 1.3 Where referenced in this Deed reference to a Clause paragraph Schedule Recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a Clause paragraph Schedule or Recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.4 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.
- 1.5 The table of contents, clause headings in the body of this Deed, paragraph headings in the Schedules and the titles of plans are for reference purposes only and do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 References in this Deed to the Owner shall include reference to their respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.7 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.8 Words including the singular meaning where the context so admits include the plural meaning and vice versa.

- 1.9 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.10 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.11 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.12 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.13 References to the Site include any part of it.
- 1.14 Any notice, notification, consent, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owner shall within 20 (twenty) Working Days upon written request by OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.
- 1.16 Where in this Deed the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents, the Owner shall:-
- 1.16.1 use reasonable endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.16.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

2. **LEGAL BASIS**

- 2.1 This Deed is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 sections 1, 201 and 205 of the 2011 Act; and
- 2.1.3 all other powers so enabling.
- 2.2 OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3. NATURE OF OBLIGATIONS

- 3.1 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given (subject to Clause 19) so as to bind the Owner's freehold interest in the Site (as referred to in Recital (B)) with the intent that they shall be enforceable by OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 3.2 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by OPDC of any of its statutory powers, functions or discretions.

4. CONDITIONAL AGREEMENT

- 4.1 This Deed is conditional upon:-
- 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Implementation of the Planning Permission
- save in respect of clause 1, 2, 3, 4, 7.1, 7.3, 8, 9, 10, 12.1.1, 12.1.2, 12.1.3, 12.1.4, 12.2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 which shall come into effect immediately upon completion of this Deed.

5. OBLIGATIONS GIVEN BY THE OWNER

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

6. OBLIGATIONS OF OPDC

- 6.1 OPDC covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of OPDC contained in this Deed.
- 6.2 OPDC covenants with the Owner that it shall use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are paid SAVE THAT any sum (or part of a sum) may be applied to a different purpose if that purpose is accepted by the Director as compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 PROVIDED THAT notice of any reallocation of funds is provided to the Owners with evidence of such compliance.
- 6.3 Subject to Clause 6.4, OPDC covenants with the Owner that it will repay to the Owner (or the person who made the payment if not the Owner) such amount of any payment made by the Owner to OPDC under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by OPDC of such payment together with interest.
- 6.4 Where any payment is made by the Owner to OPDC pursuant to the terms of this Deed OPDC may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority OPDC's requirement to comply with Clauses 6.2 and 6.3 shall cease to apply in respect of those monies.

7. LEGAL COSTS AND MONITORING

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

7.2 The Owner covenants with OPDC:

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

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

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

8. OWNERSHIP

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

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

9. NO ENCUMBRANCES

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

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

10. REGISTRATION

10.1 As soon as reasonably practicable after the completion of this Deed (and in any event within 10 (ten) Working Days of this Deed), the Owner shall make applications to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Number referred to in Recital (B) above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide OPDC with written notification as soon as reasonably practicable that such applications have been made.

10.2 If the Owner fails to notify OPDC that it has made the applications in accordance with Clause 10.1, OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with OPDC to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

10.3 The Owner covenants that it shall not make any application to the Land Registry for the removal of any notice registered pursuant to Clauses 10.1 or 10.2 without the prior written consent of OPDC.

11. **RIGHT OF ACCESS**

Without prejudice to OPDC's statutory rights of entry and subject to reasonable prior notice, the Owner shall permit OPDC and its authorised employees, agents, surveyors and other representatives to enter the Site and any buildings erected thereon pursuant to the Development at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed but subject always to their compliance with the Owner's health and safety and site security rules and regulations from time to time in force and the Owner shall comply with any reasonable request made by OPDC for documentation held by the Owner for such purposes.

12. **OWNER TO NOTIFY OPDC**

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

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

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

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

12.1.4 the actual Commencement Date, within 5 (five) Working Days of such actual date;

12.1.5 the intended date for First Occupation of the Development, at least 1 (one) month prior to such intended date;

12.1.6 the actual date of First Occupation of the Development, within 5 (five) Working Days of such actual date;

12.1.7 the intended date for Practical Completion of the Development, at least 12 (twelve) months prior to such intended date; and

12.1.8 the actual date of Practical Completion of the Development, with 5 (five) Working Days of such actual date.

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

13. **NOTICES**

13.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Deed shall be given in writing and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

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

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

13.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than 5 (five) Working Days' notice:-

13.2.1 **OPDC:-**

Director of Planning, Old Oak and Park Royal Development Corporation, PP5A, Brent Civic Centre, 32 Engineers Way, Wembley HA9 0JF with a duplicate copy of such notice to be sent by email to planningapplications@opdc.gov.uk

13.2.2 The Owner:-

Haroun Al-Mishwit, Linden Hill – Capital Assets – INTC Limited, 55 Grosvenor Street, London W1K 3HY with a duplicate copy of such notice to be sent by email to haroun@lindenhillcapital.com

13.2.3 The Mortgagee:-

Head of Structured Real Estate for QIB (UK) Plc, 43 Grosvenor Street, London W1K 3HY with a duplicate copy of such notice to be sent by email to realestate@qib-uk.com

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

14. PAYMENTS

14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of The Head of Development Management and using reference 23/0166/OUTOPDC.

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

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

15. NO WAIVER

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

16. NO FETTER OF DISCRETION

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

17. INTEREST ON LATE PAYMENT

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

18. INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Index from the date of the planning committee meeting referred to in Recital E until the date of each payment (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures of the RPI Index and as at the date of the planning committee meeting referred to in Recital D and as at the date of each payment respectively (provided that for the avoidance of doubt such indexation

shall be upwards-only such that indexation pursuant to this Clause shall never result in a sum or value being less than the amount set out in this Deed).

19. **LIABILITY UNDER THE DEED**

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

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

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

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

19.3 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.

20. **DISPUTES**

20.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 (twenty) Working Days of the Dispute arising.

20.2 Failing the resolution of any such Dispute within the said 20 (twenty) Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this Clause 20 on the reference of any of the parties to the Dispute.

20.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least 10 (ten) years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of 10 (ten) Working Days following a failure of the parties to resolve the Dispute within the period set out in Clause 20.1, then any party may request:-

20.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;

20.3.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;

20.3.3 if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;

20.3.4 if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

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

- 20.4 If the Dispute shall relate to matters falling within two or more of Clauses 20.3.1 to 20.3.5 (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 20.3.1 to 20.3.5 (inclusive) to act as joint Experts.
- 20.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties (in the absence of manifest error).
- 20.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 (thirty) Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 20.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 20.7.1 he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - 20.7.2 he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in Clause 20.7.1 to make counter-representations;
 - 20.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
 - 20.7.4 he shall provide the parties with a written decision (including his reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;
 - 20.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
 - 20.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 20.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

21. **MISCELLANEOUS PROVISIONS**

22. The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Deed.
- 22.1 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 a Varied Planning Permission) granted after the date of this Deed.
- 22.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:-
- 22.2.1 expires without the Development having been Implemented; or
 - 22.2.2 is quashed, revoked or (without the consent of the Owner) modified.
- 22.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the

entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties

- 22.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.
- 22.5 No variation to this Deed shall be effective unless made by deed.
- 22.6 All interest earned on sums paid to OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.
- 22.7 Nothing in this Deed shall imply any obligations on the part of OPDC to any person to ensure that the Development is properly constructed.
- 22.8 If OPDC agrees pursuant to a Varied Planning Permission to any variation or release of any condition contained in the Planning Permission (or if any such condition is varied or released following an appeal under section 78 of the 1990 Act) the covenants and provisions of this Deed shall be deemed to bind the Varied Planning Permission and to apply in equal terms to the Varied Planning Permission save where OPDC in their determination of such an application for a Varied Planning Permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

23. **GOVERNING LAW**

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

24. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

25. **MORTGAGEE'S CONSENT**

25.1 The Mortgagee acknowledges and declares that:-

25.1.1 this Deed has been entered into by the Owner with its consent;

25.1.2 the Site shall be bound by the obligations contained in this Deed; and

25.1.3 the security of the Mortgagee over the Site shall take effect subject to this Deed.

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

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

SCHEDULE 1

HIGHWAYS AND TRANSPORT

1. DEFINITIONS

- "Healthy Streets and Public Realm Contribution"** means the sum of £186,626 (one hundred and eighty-six thousand six hundred and twenty-six pounds) (Index Linked) to be used towards new and enhanced walking and cycling connections and public realm in the vicinity of the Site
- "Highway Agreement"** means an agreement entered into with the Highway Authority pursuant to inter alia sections 38 and 278 of the 1980 Act
- "Highway Authority"** means the London Borough of Ealing
- "Highway Reinstatement Area"** means 50 metres either side of the highway access as shown on Plan 2
- "Highway Reinstatement Works"** means the works shown on Plan 2 being the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to at least the same condition and standards as shown in the Schedule of Highway Condition approved by OPDC pursuant to paragraph 2.1.1 of Schedule 1
- "Highway Works"** means the highway works to be carried out in the area shaded green on Plan 2 and which include improvements in front of the building on Park Royal Road
- "Schedule of Highway Condition"** means a schedule of condition relating to the highways and footways within the Highway Reinstatement Area which shall include but not be limited to:
- (a) the line and level of footways and carriageways; and
 - (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages)

2. HIGHWAY WORKS

2.1 The Owner shall:

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

2.2 Prior to Practical Completion of the Development (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Area) the Owner shall give written notification of such fact to OPDC together with the following information for written approval:

- 2.2.1 a further Schedule of Highway Condition;
- 2.2.2 a proposed specification for the Highway Reinstatement Works;
- 2.2.3 a proposed programme for the Highway Reinstatement Works

- 2.2.4 a proposed specification for the Highway Works; and
- 2.2.5 a proposed programme for the Highway Works.
- 2.3 Following written approval of the information submitted for approval in accordance with paragraph 2.2 by OPDC, the Owner shall:
 - 2.3.1 unless otherwise agreed with OPDC, enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Works and the Highway Reinstatement Works; and
 - 2.3.2 thereafter carry out the Highway Works and the Highway Reinstatement Works in accordance with the Highway Agreement(s).
- 2.4 Unless otherwise agreed with OPDC the Owner shall not permit any Occupation of the Development until:
 - 2.4.1 the information submitted for approval in accordance with paragraph 2.2 has been approved in writing by OPDC;
 - 2.4.2 the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Works and Highway Reinstatement Works in accordance with paragraph 2.3; and
 - 2.4.3 the Owner has Practically Completed the Highway Works and the Highway Reinstatement Works in accordance with the Highway Agreement(s).
- 2.5 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to OPDC when submitting those details for approval.

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

- 3.1 The Owner shall:-
 - 3.1.1 pay the Healthy Streets and Public Realm Contribution to OPDC prior to the Commencement of Development; and
 - 3.1.2 not Commence any part of the Development until the Healthy Streets and Public Realm Contribution has been paid in full to OPDC.

SCHEDULE 2

TRAVEL PLAN

1. DEFINITIONS

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

- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved;
- (e) where the objectives and/or targets specified in the Travel Plan have not been met or are unlikely to be met, a proposed revision to the Travel Plan for approval by OPDC setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures; and
- (f) where Modal Split Targets have not been achieved or are unlikely to be achieved, Sustainable Transport Measures to be implemented with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures

2. SUBMISSION OF THE TRAVEL PLAN

2.1 Prior to Occupation of the Development the Owner shall:-

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

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

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

2.3 The Owner shall thereafter implement, comply with and procure compliance with the approved Travel Plan for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the Owner and OPDC.

3. CONTENTS OF TRAVEL PLAN

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

- 3.1.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 3.1.2 include a specimen welcome pack for all employees and customers of (and visitors to) the Development;
- 3.1.3 contain clear commitments to measures aimed at:
 - (a) providing and promoting public transport information (for example, maps, routes and timetables);
 - (b) positively influencing the travel behaviour of employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site; and
 - (c) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and

set out measures for providing additional cycle parking spaces should further demand arise;

- 3.1.4 provide objectives and targets over the life of the Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- 3.1.5 set out how monitoring travel surveys will be undertaken;
- 3.1.6 contain proposals for monitoring compliance with the Travel Plan and achievement of the objectives and targets; and
- 3.1.7 set out a clear process for review, consultation and approval of changes (and specifically targets) with OPDC.

4. REVIEW OF TRAVEL PLAN

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

5. MODAL SPLIT TARGETS

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

6. TRAVEL PLAN MONITORING CONTRIBUTIONS

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

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

SCHEDULE 3

EMPLOYMENT, TRAINING AND SKILLS

1. DEFINITIONS

- “Apprenticeship”** means a work based training programme which combines employment with learning and training and leads towards a nationally recognised qualification for the apprentice and can be aimed at different levels and operates within the applicable ‘National Apprenticeship Service’ guidelines and **“Apprentice”** shall be construed accordingly
- "Construction Period"** means the period from the Implementation Date to the date of Practical Completion of the Development
- “Employment, Skills and Training Contribution”** means the sum of £75,000 (Index Linked) to be used towards employment, training, skills in the OPDC administrative area
- “LBB”** means the London Borough of Brent
- “LBE”** means the London Borough of Ealing
- “LBHF”** means the London Borough of Hammersmith and Fulham
- "Local Labour, Skill and Employment Strategy and Management Plan (Construction Phase)"** means a written strategy to secure the commitments set out in this Schedule 3 which sets out the partnership arrangements regarding how the Owner and its contractors and sub-contractors will work with OPDC, LBE, LBHF, LBB 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 the purpose of recruiting Local Residents in accordance with paragraph 4 of this Schedule;
 - (c) a methodology for providing Apprenticeships and Work Placements in accordance with paragraph 5 of this Schedule; and
 - (d) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates
- “Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase)”** means a management plan relating to the operational phase of the Development to be submitted by OPDC in accordance with this Schedule 3 which sets out the partnership arrangements regarding how the Owner and its tenants will work with the OPDC, LBE, LBHF, LBB 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 purpose of recruiting Local Residents for a period of at least 10 Working Days;
 - (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates; and
 - (d) plans for using reasonable endeavours to provide that either (i) 6 end user jobs for the operational phase of the Development employ Local

Residents or (ii) 20% of end user jobs for the operational phase of the Development employ Local Residents (whichever is higher).

- "Local Business"** means any business, trade, service, profession or industry whose established place of business is within the LBB, LBE and/or LBHF
- "Local Resident(s)"** means a person who is resident in the LBB, LBE or LBHF, such residency to be proven by the production of two valid proofs of address which are no more than 3 (three) months old, for example:-
- (a) council tax statement;
 - (b) utility bills;
 - (c) bank statements; or
 - (d) other correspondence from government or state bodies.
- "Local Supply Chains Contribution"** means the sum of £6,400 (Index Linked) to be used towards local supply chain initiatives within the OPDC administrative area
- "London Living Wage"** means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save
- "Work Placement"** means a placement for a maximum of 6 months (and such 6 month period shall not be required to be a consecutive period) whereby the placement worker is paid (and where reasonably practicable is paid the London Living Wage)

2. EMPLOYMENT SKILLS AND TRAINING CONTRIBUTION

2.1 The Owner shall:

- 2.1.1 pay the Employment Skills and Training Contribution to OPDC prior to Commencement of Development; and
- 2.1.2 not Commence Development until the Employment, Skills and Training Contribution has been paid to ODPC.

2.2 OPDC covenants to use the Employment, Training and Skills Contribution towards training and skills and business development activity in its administrative area.

3. LOCAL SUPPLY CHAINS CONTRIBUTION

3.1 The Owner shall:

- 3.1.1 pay the Local Supply Chains Contribution to OPDC prior to Commencement of Development; and
- 3.1.2 not Commence Development until the Local Supply Chains Contribution has been paid in full to OPDC.

3.2 OPDC covenants to use the Local Supply Chains Contribution towards local supply chain initiatives within its administrative area.

4. **LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (CONSTRUCTION PHASE)**

4.1 The Owner shall:

4.1.1 submit the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to OPDC for written approval prior to the Commencement of the Development;

4.1.2 not Commence the Development until the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) has been approved in writing by OPDC; and

4.1.3 implement and comply at all times with the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase), subject to such amendments as may be agreed in writing with OPDC from time to time.

5. **LOCAL LABOUR**

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

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

6. **APPRENTICESHIPS AND WORK PLACEMENTS**

6.1 The Owner shall use reasonable endeavours to provide not less than 9 (nine) Apprenticeships during the Construction Period with a view to each Apprenticeship leading to a minimum qualification of NVQ Level 2.

6.2 Each Apprentice employed pursuant to paragraph 6.1 shall be:

6.2.1 a Local Resident;

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

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

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

6.3 The Owner shall use reasonable endeavours to provide not less than 9 (nine) Work Placements during the Construction Period.

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

7. **LOCAL PROCUREMENT**

7.1 The Owner shall no later than 1 (one) month prior to the Commencement of Development provide OPDC with a schedule of the construction contracts and suppliers required in connection with the Development during the Construction Period, such schedule to:

7.1.1 include the estimated value/budget of packages, expected start and completion timeframes and any additional health and safety requirements for specific packages; and

7.1.2 show all opportunities for contracted and sub-contracted supplies and services.

- 7.2 The Owner shall use reasonable endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 10% (ten per cent) of the total value of the goods and services procured.
- 7.3 The Owner shall report the value of all orders placed with Local Businesses to OPDC on the completion of the tendering stage for construction of the Development.
- 7.4 The Owner shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 7.
8. **LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (OPERATION PHASE)**
- 8.1 The Owner shall:
- 8.1.1 submit the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) to OPDC for written approval prior to Occupation of the Development;
 - 8.1.2 not Occupy the Development until the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) has been approved in writing by OPDC; and
 - 8.1.3 implement and comply at all times with the approved Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase), subject to such amendments as may be agreed in writing with OPDC from time to time.
- 8.2 The Owner shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 8.

SCHEDULE 4

ENERGY AND SUSTAINABILITY

1. DEFINITIONS

- "Air Quality Contribution"** means the sum of £9,262 (nine thousand two hundred and sixty two pounds) Index Linked to be used towards the delivery of air quality monitoring technology, collection and analysis of air quality data and ongoing maintenance of the equipment required
- "Be Seen Energy Monitoring Guidance"** means the guidance published by the GLA explaining how developers and owners of new major developments should monitor and report actual operational energy performance to comply with London Plan Policy SI 1
- "Be Seen Energy Performance Indicators"** means the 'Be Seen' energy performance indicators, as outlined in the 'Planning Stage' chapter of the GLA Be Seen Energy Monitoring Guidance
- "Carbon Offset Contribution"** means the sum (Index Linked) calculated in accordance with paragraph 4 of this Schedule 4 to be paid by the Owner to OPDC in the event that there is a shortfall in carbon emission savings as identified by the CO² Audit
- "CO² Audit"** means an audit of the CO² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
- "Defects Liability Period"** means such period of time following Practical Completion of the development in which a contractor may remedy defects as may be included in the building contracts for the Development
- "District Heating Network"** means an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site
- "Energy Performance Monitoring"** means monitoring of the energy performance of the completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance)
- "Energy Performance Monitoring Period"** means a period of not less than 5 (five) years commencing on the date of First Occupation
- "Energy Performance Monitoring Report"** means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
- "Future Proofing Measures"** means future proofing measures within the Development including but not limited to:
- (a) installation of sufficiently sized external buried pipework in identified distribution

routes to enable connection to a District Heating Network;

- (b) the installation of pipework in the fabric of buildings necessary to connect to a District Heating Network;
- (c) suitable plant space provision for a future plate heat exchanger;
- (d) heating system tap-offs, provision of 'tees' and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to the District Heating Network is not immediately technically feasible or economically viable when first provided prior to First Occupation of the Development; and
- (e) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

“Reportable Unit” means a Reportable Unit (Energy Centre) or a Reportable Unit (Non-Residential)

“Reportable Unit (Energy Centre)” means either a connection to a third-party District Heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or building)

“Reportable Unit (Non-Residential)” means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants

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

2. **DECENTRALISED ENERGY**

2.1 The Owner covenants with OPDC that the Development:

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

2.2 The Owner covenants with OPDC:

2.2.1 to submit and obtain OPDC's written approval to Future Proofing Measures prior to the Commencement of Development, and that no Development shall be Commenced until OPDC has given its written approval the Future Proofing Measures; and

2.2.2 no part of the Development shall be Occupied unless and until the Owner has submitted and obtained OPDC's approval to a report demonstrating that the approved Future Proofing Measures have been incorporated within the Development.

3. **CARBON OFFSET CONTRIBUTION**

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

3.2 Prior to Practical Completion of the Development the Owner shall commission the CO² Audit in accordance with the details approved pursuant to paragraph 3.1 of this Schedule 4 and give written notification of such to OPDC.

3.3 Prior to First Occupation, the Owner shall submit the CO² Audit to OPDC for written approval, and the Owner will pay the Carbon Offset Contribution to OPDC within 20 Working Days of ODPC's approval of the CO² Audit if the CO² Audit identifies that the Development is not a Zero Carbon Development.

4. **REDUCTION OF ENERGY DEMAND**

4.1 The Owner shall use reasonable endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

4.1.2 the promotion of the use of energy efficient appliances; and

4.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

5. **BE SEEN MONITORING**

5.1 Not to Implement the Development until the Owner has submitted accurate and verified estimates of the 'Be seen' energy performance indicators to the Greater London Authority as outlined in the 'Planning stage' section / chapter of the Greater London Authority's 'Be seen' energy monitoring guidance document (or any document that may replace it) for the Development. This shall comprise of a TM54 analysis and the Part L requirements that apply for this typology and be submitted to the Greater London Authority in accordance with the 'Be seen' energy monitoring guidance using the agreed 'be seen' reporting template (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>).

5.2 Not to Occupy the Development until the Owner has submitted updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the Development as per the methodology outlined in the 'As-built stage' chapter / section of the Greater London Authority's 'Be seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence shall be submitted to the Greater London Authority using the 'be seen' as-built reporting template (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). In addition, the Owner shall 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 Greater London Authority 'Be seen' energy monitoring guidance document (or any document that may replace it).

- 5.3 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner shall 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 Greater London Authority 'Be seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence shall be submitted to the Greater London Authority using the 'be seen' in-use reporting template (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/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 Greater London Authority's 'Be seen' energy monitoring guidance document (or any document that may replace it) for at least five years. Timings may need to be adjusted to account for the large phased developments, particularly for energy centre reporting, as per the relevant section of the 'Be seen' energy monitoring guidance document.
- 5.4 In the event that the 'In-use stage' evidence shows that the 'As-built stage' performance estimates have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the Greater London Authority's Energy Monitoring Portal. An action plan comprising remedial measures which would be reasonably practicable to implement and a proposed timescale for such implementation shall be submitted to the Greater London Authority for approval. The action plan and measures approved by the Greater London Authority should be implemented by the Owner as soon as reasonably practicable.

6. AIR QUALITY CONTRIBUTION

- 6.1 The Owner shall:
- 6.1.1 pay the Air Quality Contribution to OPDC prior to Occupation of the Development; and
 - 6.1.2 not Occupy the Development until the Air Quality Contribution has been paid in full to ODPC.
- 6.2 OPDC covenants with the Owner to use the Air Quality Contribution towards the delivery of air quality monitoring technology, collection and analysis of air quality data, and on-going maintenance of equipment.

SCHEDULE 5

DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to condition 1 of the Planning Permission
"Architect"	means Mountford Pigott
"Design Monitoring Costs"	means the monies paid in accordance with paragraph 3.2.2 of this Schedule 5 to meet OPDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
"Development"	means for purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

2. DESIGN TEAM STATEMENT

2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the details of the design team who were involved in the preparation of these details (the "**Design Team Statement**");

2.1.1 an application pursuant to condition 1 of the Planning Permission;

2.1.2 an application for a S96A Amendment;

2.1.3 an application for a S73 Permission.

2.2 The Owner shall also submit a statement to OPDC specifying the design team retained in connection with the Development upon Commencement of the Development and shall thereafter retain the design team (save for in the event that the appointed design team is no longer able to continue its appointment by reason of the design team becoming insolvent or ceasing to carry on its business), subject to the provisions of this Schedule 5.

3. DESIGN MONITORING COSTS

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

- 3.1.1 OPDC agrees in writing that a specified nominated alternative architect shall be appointed by the Owner. If the Owner appoints the approved alternative architect to oversee the delivery of the Development in place of the Architect, that approved alternative architect shall be treated for the purposes of this Schedule as if it is the Architect and OPDC acknowledges that the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule shall not become payable and the Owner shall pay the fees of the alternative architect directly; or
- 3.1.2 the Owner appoints an alternative architect to oversee the delivery of the Development in place of the Architect otherwise than in accordance with the provisions of paragraph 3.1.1 of this Schedule but in which case the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule become payable.

3.2 If the Architects (or any alternative architect appointed pursuant to paragraph 3.1.1 of this Schedule 5) cease to be retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 of this Schedule and overseeing the construction of the Development) and OPDC's consent to any such alternative architect is not obtained, the Owner shall:

- 3.2.1 notify OPDC of such non-retention within 5 Working Days of that event being confirmed; and
- 3.2.2 pay to OPDC (in the case where paragraph 3.1.2 of this Schedule applies) within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
 - (a) such costs may relate either to staff employed directly by OPDC or third party consultants retained by OPDC;
 - (b) OPDC may make more than one demand for payment of Design Monitoring Costs; and
 - (c) when OPDC notifies the Owner of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed breakdown setting out how the amount has been calculated and how such monies will be spent

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

4. **RESTRICTION ON DEVELOPMENT**

- 4.1 No further works on the Development shall be carried out if OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 3.2 of this Schedule 5 when they become due.
- 4.2 No Development shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Architect appointed (or any architect appointed pursuant to paragraph 3.1.1 of this Schedule 5) in respect of the Development shall be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings.

SCHEDULE 6

AFFORDABLE WORKSPACE CONTRIBUTION

1. DEFINITIONS

"Affordable Workspace Contribution"

means a sum to be calculated at the date of grant of the first reserved matters approval as follows:

$X = \text{Net Internal Area (square feet)} \times 0.05 \text{ (5\% of floorspace to be affordable)} \times \text{£}17.76 \text{ (agreed market rent)} \times 15 \text{ (length of affordable workspace term)} \times 0.8 \text{ (80\% affordable discount)} \times 0.6 \text{ (representing 40\% SPD calculation discount factor)}$

which sum shall be used for the provision of affordable workspace Off Site

2. AFFORDABLE WORKSPACE CONTRIBUTION

- 2.1 The Owner shall pay 50% of the Affordable Workspace Contribution to OPDC prior to Commencement of Development.
- 2.2 The Owner shall not Commence Development until 50% of the Affordable Workspace Contribution has been paid to OPDC.
- 2.3 The Owner shall pay the remaining 50% of the Affordable Workspace Contribution to ODPC prior to Occupation of the Development.
- 2.4 The Owner shall not Occupy the Development until 100% of the Affordable Workspace Contribution has been paid to OPDC.

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

DocuSigned by:
David Wurts
.....B3885F3937A3478.....
Authorised Signatory

DocuSigned by:
Emma Williamson
.....2E86482727A841E.....
Authorised Signatory

Executed as a Deed by **LINDEN HILL – CAPITAL ASSETS – INTC LIMITED**
acting by:

Haroun S Al-Mishwit
.....
Full Name (Director)

DocuSigned by:
Haroun Al-Mishwit
.....49CBD6606157471.....
Signature of Director

in the presence of:

Arif Sheikh
.....
Full Name (Witness)

DocuSigned by:
Arif Sheikh
.....446B141428994C2.....
Signature of Witness

Address: 55 Grosvenor Street, London
W1K 3HY

Executed as a Deed by **QIB (UK) PLC**
acting by two directors

Ludwig Krause
.....
Full Name (Director)

DocuSigned by:
Ludwig Krause
.....F0524748F71D431.....
Signature of Director

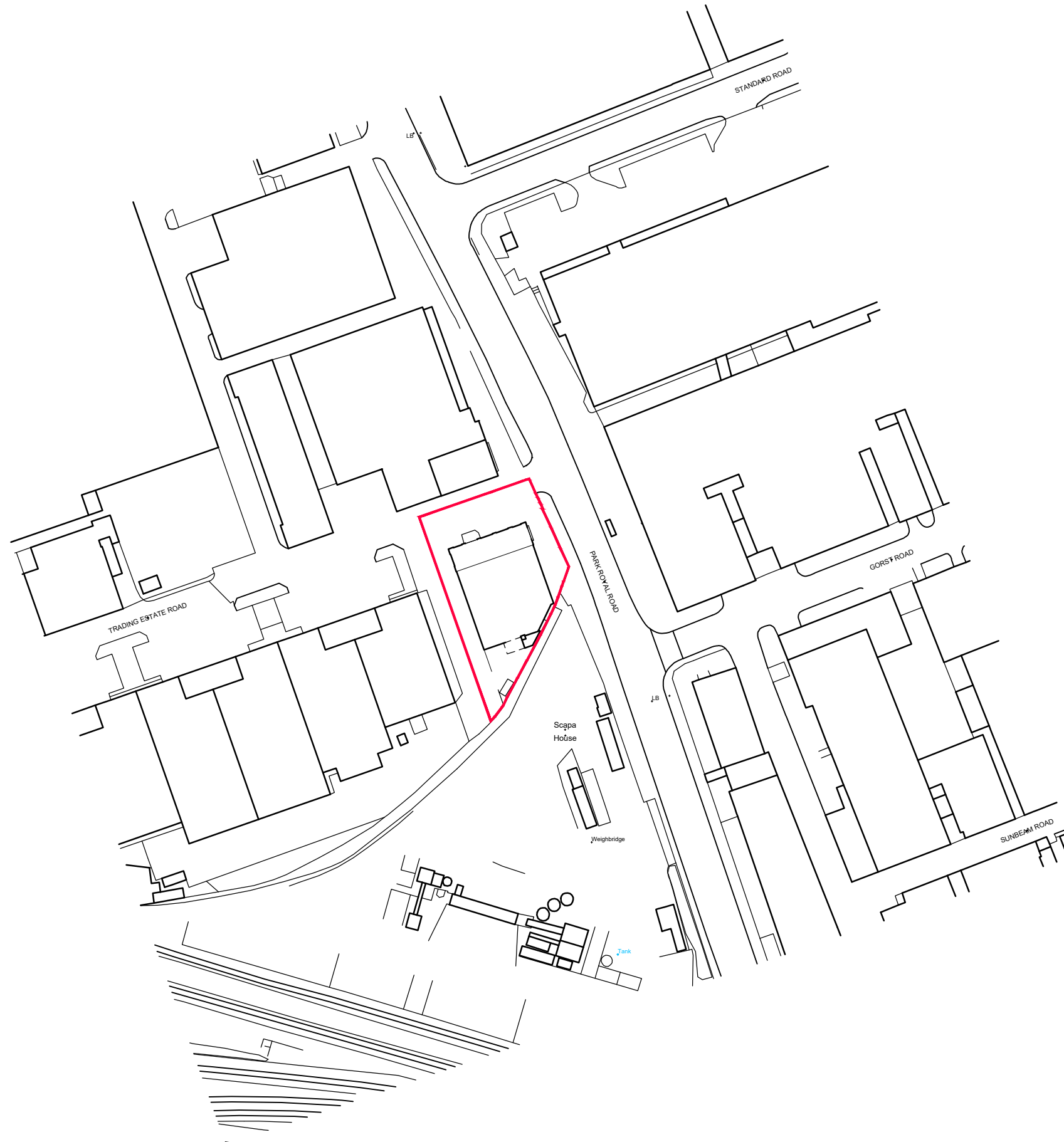
Richard Musty
.....
Full Name (Director/Secretary)

DocuSigned by:
Richard Musty
.....FEDA22E9CE5942D.....
Signature of Director/Secretary

APPENDIX 1

PLANS

Plan 1



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LIST OF INFORMANTS:
ORDNANCE SURVEY
TOPOGRAPHIC SURVEY

-
-

REVISIONS	DATE	DRN	REV
UPDATED	07.11.22	RM	A
KEY UPDATED	25.11.22	WMS	B
PARK ROYAL ROAD LABEL ADDED	05.12.22	WMS	C

KEY:

— APPLICATION BOUNDARY

DS
Hd

DS
Lk

DS
RM

DS
DL

DS
EW

North



0m 10m 20m 30m 40m

MountfordPigott

PARK ROYAL ROAD EALING

SITE LOCATION PLAN
AS EXISTING
2389-A11-X01-C

1:1250 @ A3
DRAWN BY OB





11.10.22



Highway Reinstatement Works

26 Park Royal Road

Key

-  Site Boundary
-  Highway Reinstatement Works - Footway
-  Highway Reinstatement Works - Carriageway
-  Highways Works

DS
Hd

DS
Lk

DS
RM

DS
DL

DS
EW



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 2. This drawing to be read & printed in colour.
 3. This drawing is for illustrative purposes only.

APPENDIX 2
DRAFT PLANNING PERMISSION



DECISION NOTICE

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

Please see notes at the end of this notice

Applicant

Linden Hill - Capital Assets - INTC Ltd
C/O Agent

Agent

Alice Higgitt
Savills
33 Margaret Street
London
WG1 0JD

Part I - Particulars of Application

Date of Application: 21/07/2023

Application No: 23/0166/OUTOPDC

Proposal: Outline Planning Application (with all matters reserved except access) for the redevelopment of the site and the erection of a self-storage facility (Class Use B8) with ancillary office floorspace, together with associated parking and landscaping.

Location: 26 Park Royal Road, London, NW10 7JW

Part II - Particulars of Decision

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

1. **Reserved Matters - compliance**

No development shall commence, including any works of demolition, until details of the appearance, layout, scale and the landscaping of the development (hereinafter referred to as the 'Reserved Matters') have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out only in accordance with the approved details.

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

2. **Time Limit for Submission of Reserved Matters - compliance**

An application for approval of the Reserved Matters must be made to the Local Planning Authority not later than the expiration of three years beginning with the date of the grant of outline planning permission.

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

3. **Time Limit for Commencement of Development - compliance**

The development hereby permitted shall be begun not later than the expiration of two years from the final approval of the Reserved Matters.

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

4. **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:

2389-A11-X01-C Site Location Plan
2389-A11-P21-B Parameter Plan Maximum Building Footprint
2389-A11-P28-A Parameter Plan Maximum Building Heights
2389-A11-P31-A Parameter Plan Proposed Access Points
2389-A11-P30-A Parameter Plan Proposed Landscape
2389-A11-P24-A Parameter Plan Proposed Levels 1 to 3 Uses
Design Code and Design & Access Statement dated November 2023

Reason: For the avoidance of doubt and to ensure the development accords with the

outline planning permission.

5. No independent use of office floorspace - compliance

Any office space provided as part of the development shall only be used as ancillary to the primary B8 use of the development, and shall not at any time be used as separate self-contained accommodation. The office floorspace shall not exceed 10% of the total floorspace of the development.

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 OPDC Local Plan (2018-2038) policy TCC1 'Locations for and Impacts of Town Centre Uses'.

6. Air Quality Assessment - compliance

The reserved matters details submitted in connection with condition 1 shall include an updated Air Quality Assessment. The assessment shall accord with the methodology in the Air Quality Assessment by Aether dated November 2023 and shall include Air Quality Neutral calculations and details of any proposed mitigation measures and shall demonstrate that the development does not result in unacceptable levels of air quality.

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

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2021) policy SI 1 'Improving air quality', and OPDC Local Plan (2018-2038) policy EU4 'Air Quality'.

7. Delivery and Servicing Plan - compliance

The reserved matters details submitted in connection with condition 1 shall include a detailed Delivery and Servicing Plan. The statement shall include details of any measures, including restrictions on maximum dwell times, required to ensure any unacceptable highway impacts are mitigated, and details of a Cargo Bike Strategy.

Reason: To ensure the proposed development does not give rise to unacceptable highway impacts, in accordance with OPDC Local Plan (2018-2038) policies T1 'Roads and Streets' and T9 'Transport Assessments and Travel Plans'.

8. Fire Statement - compliance

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

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

9. Secured by Design - compliance

The reserved matters details submitted in connection with condition 1 shall include

details of the 'Secured by Design' measures to be incorporated in the development. The details shall demonstrate how the development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and permanently retained in accordance with the approved details.

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

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

10. Wind – compliance

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

Reason: To ensure the proposed development does not significantly adversely impact upon the local microclimate in accordance with OPDC Local Plan (2018-2038) policy D5 'Amenity'.

11. Drainage Strategy – compliance

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

- i. it complies with the drainage hierarchy of the London Plan;
- ii. it has been prepared with reference to OPDC's Integrated Water Management Strategy;
- iii. it is designed to ensure the peak rate of surface water run-off generated during peak rainfall events up to the 1 in 100 years plus 40% climate change allowance does not exceed greenfield run-off rates;
- iv. it is designed such that storm water flows are attenuated; and
- v. additional SUDs measures have been explored.

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

Reason: To reduce the risk of flooding and to prevent pollution of the water environment in accordance with London Plan (2021) policy SI 13 'Sustainable drainage' and OPDC Local Plan (2018-2038) policy EU3 'Water'.

12. Carbon Savings - compliance

The reserved matters details submitted in connection with condition 1 shall include an updated Energy Strategy which includes carbon emission saving information. This should demonstrate that the London Plan 'Be Lean' target of a minimum 15% improvement on 2021 Building Regulations from energy efficiency is achieved.

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

Reason: To accord with London Plan (2021) policy SI 2 'Minimising greenhouse gas emissions' and SI 3 'Energy infrastructure', and Policy EU9 'Minimising Carbon Emissions and Overheating' of the OPDC Local Plan (2018-2038).

13. Air Source Heat Pumps - compliance

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

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

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

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2021) policy SI 2 'Minimising greenhouse gas emissions' and OPDC Local Plan (2018-2038) policy EU9 'Minimising Carbon Emissions and Overheating'.

14. Photovoltaic (PV) Panels - compliance

The reserved matters details submitted in connection with condition 1 shall include further information on the proposed PV panels including a detailed roof layout demonstrating that the roof's potential for a PV installation has been maximised and clearly outlining any constraints to the provision of further PV, such as plant space or solar insolation levels. The applicant is expected to situate PV on any green/brown

roof areas using biosolar arrangement and should indicate how PV can be integrated with any amenity areas. The on-site savings from renewable energy technologies should be maximised regardless of the London Plan targets having been met.

PV Panels shall only be incorporated in accordance with the agreed details.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2021) policy SI 2 'Minimising greenhouse gas emissions' and OPDC Local Plan (2018-2038) policy EU9 'Minimising Carbon Emissions and Overheating'.

15. Overheating Assessment - compliance

The reserved matters details submitted in connection with condition 1 shall include a Dynamic Overheating Assessment to demonstrate that the risks of overheating have been addressed through the design of the development and that the actual building's cooling demand is lower than the notional for the treated spaces. The assessment shall:

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

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

Reason: To reduce the potential for overheating in accordance with London Plan (2021) policy SI 4 'Managing heat risk' and OPDC Local Plan (2018-2038) policy EU9 'Minimising Carbon Emissions and Overheating'.

16. Green Infrastructure Statement - compliance

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

- a. The location and quantum of habitat and any urban greening;
- b. The type of habitats to be provided in the development, with detailed planting schemes (to include native species and pollinators);
- c. Demonstration the scheme achieves a biodiversity net gain;
- d. Details of any urban greening measures, including green roofs/walls and how this targets a UGF score of 0.23;
- e. Consideration of alternatives to sedum roofs and the inclusion of biosolar roofs;
- f. A timetable for the implementation/provision and future maintenance arrangements for the items/features specified at a)-d) above.

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

Reason: To accord with OPDC Local Plan (2018-2038) policies EU1 'Open Space' and EU2 'Urban Greening and Biodiversity'.

17. Circular Economy Statement - compliance

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

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

Reason: To accord with London Plan policy SI 7 'Reducing waste and supporting the circular economy', and OPDC Local Plan (2018-2038) policy EU7 'Circular and Sharing Economy'.

18. Inclusive Design Statement - compliance

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

Reason: To accord with London Plan (2021) policy D5 'Inclusive design'.

19. Tree Protection Plan – prior to commencement

Prior to commencement, a tree protection plan, shall be submitted and approved in writing by the Local Planning Authority. The tree protection plan should set out how retained trees, including nearby street trees, will be protected during construction work. The approved tree protection plan shall be adhered to at all times during construction.

Reason: In the interests of supporting biodiversity in accordance with the London Plan (2021) policies G6 'Biodiversity and access to nature' and G7 'Trees and woodlands' and OPDC Local Plan (2018-2038) policy EU2 'Urban Greening and Biodiversity'.

20. Land Contamination – prior to commencement

- i. No development shall commence, including any works of demolition enabling works or construction, until there has been submitted to and approved in writing by the Local Planning Authority:
 - a) An intrusive site investigation report documenting the ground conditions of the site and incorporating the scope identified as appropriate by the Desk Study-Preliminary Risk Assessment Report dated 23 January 2023 in accordance with BS10175:2011 (+A1:2013); and if required pursuant to part a) in the opinion of the Local Planning Authority;
 - b) a detailed scheme for remedial works and measures to be undertaken to avoid risk from contaminants and/or gases and vapours when the site is developed and proposals for future maintenance and monitoring. Such scheme shall include the nomination of a competent person to oversee the implementation of the works.

- ii. Unless otherwise agreed in writing pursuant to paragraph (i) above, no part of the development shall be brought into use until the remedial works and measures approved under paragraph (i) (b) above have been carried out in full and there has been submitted to the Local Planning Authority a verification report prepared by the competent person approved under the provisions of paragraph (i) above confirming that any remediation scheme required and approved under the provisions of paragraph (i) above has been implemented in full accordance with the approved details. The verification shall comprise:
 - a. as built drawings of the implemented scheme;
 - b. photographs of the remediation works in progress; and
 - c. certificates demonstrating that imported and/or material left in situ is free from contamination.
- iii. Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under paragraph (i).

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with paragraphs 189 and 190 of the NPPF and OPDC Local Plan (2018-2038) policy EU13 'Land Contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

21. Construction and Environmental Management Plan – prior to commencement

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

- i. a construction programme including a 24-hour emergency contact number;
- ii. complaints procedures, including complaint response procedures;
- iii. measures to minimise the emission of noise and pollution during construction;
- iv. locations for the storage of plant and materials used in constructing the development;
- v. details showing the siting, design and maintenance of security hoardings;
- vi. details of proposed cranes and heights to ensure they don't infringe the Obstacle Limitation Surface (OLS);
- vii. wheel washing facilities and measures to minimise emission of dust and dirt to the highway during construction;
- viii. site lighting details;
- ix. site drainage control measures;
- x. a scheme for recycling/disposing of waste resulting from construction works;
- xi. membership of the Considerate Constructors Scheme; and
- xii. ecology mitigation measures.

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

Reason: To limit impacts on the local highway, to ensure the scheme is air quality positive, to protect biodiversity and ecology, and to protect the amenity of local residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity and safeguarding', T7 'Deliveries, servicing and construction', SI 1 'Improving air quality' and D14 'Noise', and OPDC Local Plan (2018-2038) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'.

22. Construction Logistics Plan – prior to commencement

No development shall commence 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;
- iii. secure off-street loading and drop off facilities;
- iv. use of logistics and consolidation centres;
- v. re-use of materials on-site;
- vi. collaboration with other sites in the area;
- vii. use of rail and water for freight;
- viii. implementation of a staff travel plan;
- ix. any areas for the parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction).

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

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity and safeguarding', and T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) policy T8 'Construction'.

23. Site Waste Management Plan (SWMP) – prior to commencement

No development shall commence until details of a Site Waste Management Plan (SWMP) showing how waste and recycling during construction of the development will be stored on site and collected have been submitted to and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

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

Reason: To ensure adequate provision for waste and recycling storage and to encourage higher rates of recycling in accordance with London Plan (2021) policy SI 8 'Waste capacity and net waste self-sufficiency' and OPDC Local Plan (2018-2038)

policy EU6 'Waste'. The details are required prior to commencement because the demolition phase must be addressed in the SWMP.

24. Piling Method Statement – prior to piling

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

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

25. Landscaping and Public Realm – prior to above ground works

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

- i. all hard landscaping materials;
- ii. street furniture;
- iii. a planting schedule showing the number, size, species and location of trees and shrubs;
- iv. biodiversity enhancements;
- v. existing and proposed site levels;
- vi. a programme for the planting of soft-landscaping; and
- vii. a landscaping management and maintenance plan.

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

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2021) policies G6 'Biodiversity and access to nature', G5 'Urban greening', and D8 'Public realm', and OPDC Local Plan (2018-2038) policies D1 'Public realm' and EU2 'Urban Greening and Biodiversity'.

26. BREEAM Assessment – prior to above ground works

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

achieved BREEAM “Excellent” shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) policy SI 2 ‘Minimising greenhouse gas emissions’ and OPDC Local Plan (2018-2038) policy EU9 ‘Minimising Carbon Emissions and Overheating’.

27. 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 is suitable and it contributes to the character and appearance of the area in accordance with London Plan (2021) policy D4 ‘Delivering good design’ and OPDC Local Plan (2018-2038) policy D3 ‘Well Designed Buildings’.

28. Car Parking/Blue Badge/EVCP – prior to above ground works

Prior to above ground works details of on-site car parking, including a Car Parking Management Plan (CPMP); provision for dedicated blue badge parking, and electric vehicle charging points (EVCP) have been submitted to and approved in writing by the Local Planning Authority. The car parking, blue badge car parking spaces and EVCP shall be completed and made available for use in full accordance with the approved details before any of the development is brought into use. The car parking spaces, including blue badge car parking spaces, shall be retained thereafter and managed in accordance with the agreed CPMP. The EVCP shall be maintained in full working order.

Reason: To ensure that adequate levels of car parking are provided to meet the demand from the development, including accessibility requirements, and to encourage the use of less polluting vehicles in accordance with London Plan (2021) policy T6 ‘Car parking’ and OPDC Local Plan (2018-2038) policy T4 ‘Parking’.

29. Cycle Storage and Facilities – prior to above ground works

Prior to above ground works, details of secure cycle storage (compliant with the London Cycling Design Standards) and on-site changing facilities and showers shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the approved storage and changing facilities have been provided in accordance with the agreed details. The cycle storage and

changing facilities shall thereafter be made available at all times and shall not be used for any other purpose.

Reason: To ensure adequate provision of cycle parking and facilities in the interests of supporting sustainable modes of transport in accordance with London Plan (2021) policy T5 'Cycling' and OPDC Local Plan (2018-2038) policy T3 'Cycling'.

30. Fixed Plant Noise – prior to installation

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

Reason: To minimise the risk of noise or vibration disturbance for local residents and other sensitive land uses in accordance with London Plan (2021) policy D14 'Noise' and OPDC Local Plan (2018-2038) policy EU5 'Noise and Vibration'.

31. External Equipment – prior to installation

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

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

32. Circular Economy Statement – prior to occupation

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

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

Reason: To accord with London Plan (2021) policy SI 7 'Reducing waste and supporting the circular economy', and OPDC Local Plan (2018-2038) policy EU7 'Circular and Sharing Economy'.

33. Site Waste Management Plan – prior to use

No part of the development shall be brought into use until details of a Site Waste

Management Plan (SWMP) showing how waste and recycling during operation of the development will be stored on site and collected have been submitted to and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

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

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

Reason: To ensure adequate provision for waste and recycling storage and to encourage higher rates of recycling in accordance with London Plan (2021) policy SI 8 'Waste capacity and net waste self-sufficiency' and OPDC Local Plan (2018-2038) policy EU6 'Waste'. The details are required prior to commencement because the demolition phase must be addressed in the SWMP.

34. Delivery and Servicing Plan – prior to use

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

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

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

Reason: To limit impacts on the local highway and to protect the amenity of neighbouring residents in accordance with London Plan (2021) policy T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) policy T7 'Freight, Servicing and Deliveries'.

35. External Lighting Scheme – prior to use

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

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

Reason: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution on the highway network, adjoining neighbours and nature habitats in line with London Plan (2021) policies D8 'Public Realm' and G6 'Biodiversity and access to nature' and OPDC Local Plan (2018-2038) policies D1 'Public Realm' and D3 'Well-designed buildings'.

36. Water Efficiency – prior to use

The development shall ensure that mains water consumption achieves at least the BREEAM 'Excellent' standard for the 'Wat 01' water category or equivalent. The water efficiency measures proposed in the Sustainability Statement dated November 2023 (water efficient fittings, water monitoring, and a leak detection system) shall all be installed prior to the occupation of the development and maintained for the lifetime of the development.

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

37. Whole Life Carbon Assessment – prior to use

Prior to the use of the building the post-construction tab of the GLA's whole life carbon assessment template shall be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the relevant building.

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

38. Flood Risk Measures - compliance

The flood risk mitigation measures detailed in the Flood Risk Assessment by Farrow Walsh dated November 2023 should be incorporated into the development.

Reason: To reduce the risk of flooding and to prevent pollution of the water environment in accordance with London Plan (2021) policy SI 13 'Sustainable drainage' and OPDC Local Plan (2018-2038) policy EU3 'Water'.

39. 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'.

40. Demolition and Construction Hours - compliance

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

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

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

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

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. The applicant is advised that prior to making a submission in relation to conditions requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
3. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and can reduce the risk to life.
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 <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
5. 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.
6. Thames Water – Underground Assets

The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide to working near our assets to ensure your workings are in line with the necessary processes you need to follow if you are considering working above or near our pipes or other structures <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-yourdevelopment/Working-near-or-diverting-our-pipes> . Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

7. Thames Water – Groundwater

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk . Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

8. Thames Water – Water Pressure

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

Proactive and Positive Statement

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

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

Dated this:

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

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.
- * 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.

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.

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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