

Dated 14 May 2025

**OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION**

(1)

AND

URBAN PROP 8 S.À R.L.

(2)

AND

OXANE PARTNERS LIMITED

(3)

DEED OF AGREEMENT

**Under Section 106 of the Town and Country
Planning Act 1990 and all other powers
enabling relating to Aggregate House,
100 Twyford Abbey Road, NW10 7XE**



CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	1
2	LEGAL BASIS	5
3	NATURE OF OBLIGATIONS	5
4	CONDITIONAL AGREEMENT	5
5	OBLIGATIONS GIVEN BY THE OWNER	6
6	OBLIGATIONS OF THE OPDC	6
7	LEGAL COSTS AND MONITORING	6
8	OWNERSHIP	7
9	NO ENCUMBRANCES	7
10	REGISTRATION	7
11	RIGHT OF ACCESS	7
12	OWNER TO NOTIFY THE OPDC	8
13	NOTICES	8
14	PAYMENTS	9
15	NO WAIVER	9
16	NO FETTER OF DISCRETION	9
17	INTEREST ON LATE PAYMENT	9
18	INDEXATION	9
19	LIABILITY UNDER THE DEED	10
20	DISPUTES	10
21	MISCELLANEOUS PROVISIONS	11
22	GOVERNING LAW	12
23	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	12
24	MORTGAGEE'S CONSENT	12
	SCHEDULE 1	14
	COMPENSATORY WASTE FACILITY	14
	SCHEDULE 2	15
	TRANSPORT MANAGEMENT AND HIGHWAYS	15
	SCHEDULE 3	17
	WORKFORCE TRAVEL PLAN	17
	SCHEDULE 4	21
	ENERGY AND SUSTAINABILITY	21
	SCHEDULE 5	24
	EMPLOYMENT, TRAINING AND SKILLS	24
	SCHEDULE 6	28
	DESIGN MONITORING	28
	ANNEX 1	33
	SITE PLAN	33
	ANNEX 2	34
	DRAFT PLANNING PERMISSION	34
	ANNEX 3	35
	COMPENSATORY WASTE FACILITY SITE PLAN	35
	ANNEX 4	36
	HIGHWAY REINSTATEMENT AREA	36

THIS DEED OF AGREEMENT is made on

14 May 2025

BETWEEN:

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of One West Point, 7 Portal Way, North Acton, London, W3 6RT (the "**OPDC**");
- (2) **URBAN PROP 8 S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg (OE ID: OE006385), having its registered office at 1, rue Isaac Newton, L-2242 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg trade and companies register under the number B268394, and care of Patrizia AG, 166 Sloane Street, London SW1X 9QF (the "**Owner**"); and
- (3) **OXANE PARTNERS LIMITED** (Co. Regn. No. 08662744) of Office 103, Spaces, 77 New Cavendish Street, London W1W 6XB, United Kingdom (the "**Mortgagee**").

WHEREAS:

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is in the registered freehold proprietor of the Site which is registered with title absolute at the Land Registry under title number NGL345698.
- (C) The Mortgagee has the benefit of a registered charge dated 20 February 2023 against title number NGL345698.
- (D) The Owner has submitted the Planning Application to the OPDC which was registered on 11 August 2023.
- (E) At a meeting of its Planning Committee on 27 June 2024 the 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.
- (G) The OPDC is satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

1980 Act	the Highways Act 1980;
1990 Act	the Town and Country Planning Act 1990;
2011 Act	the Localism Act 2011;

Boroughs	LBE, LBHF and LBB and " Borough " shall be construed accordingly;
Class	a class of the Town and Country Planning (Use Classes) Order 1987 (as amended);
Commencement	the carrying out of a material operation (as defined in Section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out, whichever is earlier, but for the purposes of this Deed shall not include the carrying out of any Excluded Works and " Commence " and " Commenced " and " Commencement Date " shall be construed accordingly;
Commercial Floorspace	the commercial floorspace to be provided as part of the Development;
Deed	this Deed;
Development	removal of waste transfer site, demolition of existing buildings with retention of north elevation and erection of a part 3 to 4 storey single warehouse unit for flexible industrial use with ancillary offices (Class E(g)(iii), Class B2 and B8); provision of parking and landscaping and associated works at the Site;
Disposal	the sale or grant of a leasehold interest of more than 7 years at the Site;
Excluded Works	works of demolition, site investigations, archaeological investigation, decontamination and any remedial work in respect of decontamination or other adverse ground conditions, cut and fill works, party wall, precast retaining wall, site clearance, 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, [the laying of the planned public realm footpath shown on plan reference 20411 LE0001 revision P01, and creation of temporary access and any underpinning of third party walls);
Expert	has the meaning given in clause 20.3;
First Occupation	first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly;
GLA	the Greater London Authority or any successor in statutory function;
Implementation	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 the 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	the RPI Index;
Index Linked	subject to indexation in accordance with clause 18;
Interest	interest at a rate of 4% per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;
LBB	the London Borough of Brent;
LBE	the London Borough of Ealing;
LBHF	the London Borough of Hammersmith and Fulham;
London Plan	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 £11,255 (Eleven thousand two hundred and fifty-five pounds) Index Linked payable by the Owner to the OPDC towards the costs of the OPDC monitoring the obligations in this Deed;
Occupation	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 ", " Occupation Date ", " Occupier " and " Occupied " shall be construed accordingly;
On Site	on land within the Site;
Parties	the parties to this Deed;
Phase 1 of the Compensatory Waste Facility	has the same meaning as in Schedule 1;
Planning Application	the application for full planning permission for the Development at the Site submitted to the OPDC and allocated reference number 23/0178/FUMOPDC;
Planning Permission	the planning permission to be granted pursuant to the Planning Application substantially in the form of the draft annexed hereto at Annex 2;
Practical Completion	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;
RPI Index	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 the OPDC;

Site the land and buildings known as Aggregate House, 100 Twyford Abbey Road, London, NW10 7XE as shown edged red on the plan at Annex 1;

Varied Planning Permission any planning permission(s) issued to amend, vary or replace the Planning Permission granted pursuant to Section 73 or (once in force) 73B of the 1990 Act from time to time;

Working Day 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 the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.8 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 Implementation, 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 Working Days upon written request by the OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.
- 1.16 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to:
- (a) Section 106 of the 1990 Act;
 - (b) Sections 1, 201 and 205 of the 2011 Act; and
 - (c) all other powers so enabling.
- 2.2 The OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3 NATURE OF OBLIGATIONS

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

4 CONDITIONAL AGREEMENT

- 4.1 This Deed is conditional upon:
- (a) the grant of the Planning Permission; and
 - (b) Implementation of the Planning Permission,
- save in respect of clauses 1 to 4 and 7 to 24 and Schedule 6 which shall come into effect immediately upon completion of this Deed.

5 OBLIGATIONS GIVEN BY THE OWNER

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

6 OBLIGATIONS OF THE OPDC

- 6.1 The OPDC covenants with the Owner to observe and perform and cause to be observed and performed the obligations and covenants on the part of the OPDC contained in this Deed.
- 6.2 The 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 OPDC 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, the 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 the OPDC under this Deed which has not been expended or committed in accordance with the provisions of this Deed within fifteen (15) years of the date of receipt by the OPDC of such payment together with interest accrued from the date of payment by the Owner to the date of repayment by the OPDC (if any).
- 6.4 Where any payment is made by the Owner to the 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 the OPDC's requirement to comply with clause 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 the OPDC to pay upon completion of this Deed the 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 the OPDC).
- 7.2 The Owner covenants with the OPDC:
- (a) to pay the Monitoring Contribution to the OPDC prior to Commencement of the Development; and
 - (b) not to Commence the Development until the Monitoring Contribution has been paid to the OPDC.
- 7.3 The Owner covenants with the OPDC to notify the 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 the 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 the OPDC to give the 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 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 the OPDC that the Site is free from any encumbrances which would prevent the Development from being carried out and brought into beneficial use.
- 9.2 The Owner shall not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owner from encumbering or otherwise dealing with its 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 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 the OPDC with written notification as soon as reasonably practicable that such applications have been made.
- 10.2 If the Owner fails to notify the OPDC that it has made the applications in accordance with clause 10.1, the OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with 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 the OPDC.
- 10.4 The OPDC shall request registration of this Deed as a Local Land Charge by LBB or their successor(s) in statutory function.

11 RIGHT OF ACCESS

Without prejudice to the OPDC's statutory rights of entry and subject to reasonable prior notice, the Owner shall permit the OPDC and its authorised employees, agents, surveyors and other representatives to enter the Site and any buildings erected thereon pursuant to the Development at all reasonable times 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 the OPDC for documentation held by the Owner for such purposes.

12 OWNER TO NOTIFY THE OPDC

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

- (a) the intended Implementation Date, at least one month prior to such intended date;
- (b) the actual Implementation Date, within five Working Days of such actual date;
- (c) the intended Commencement Date, at least one month prior to such intended date together with evidence that Phase 1 of the Compensatory Waste Facility has been completed and is ready to be brought into use;
- (d) the actual Commencement Date, within five Working Days of such actual date;
- (e) the intended date of Occupation, at least one month prior to such intended date;
- (f) the actual date of Occupation, within five Working Days of such actual date;
- (g) the intended date for First Occupation of the Development, at least one month prior to such intended date;
- (h) the actual date of First Occupation of the Development, within five Working Days of such actual date;
- (i) the intended date for Practical Completion of the Development, at least twelve (12) months prior to such intended date;
- (j) the actual date of Practical Completion of the Development, within five Working Days of such actual date.

12.2 In the event that the Owner fails to provide notification in accordance with clause 12.1, the relevant notifiable event shall be deemed by the 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:

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

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

- (a) **The OPDC**

Director of Planning, Old Oak and Park Royal Development Corporation, One West Point, 7 Portal Way, North Acton, London, W3 6RT.

Email: planningapplications@opdc.london.gov.uk

(b) **The Owner**

Trudy Revell, 6 Cavendish Square, London, W1G 0PD

Email: Trudy@ksp.london

(c) **The Mortgagee**

Oxane Partners, Office 103, Spaces, 77 New Cavendish Street, London W1W 6XB, United Kingdom

Email: LS@oxanepartners.com.

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

14 PAYMENTS

- 14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to the OPDC by way of electronic transfer marked for the attention of The Head of Development Management and using reference number 23/0178/FUMOPDC.
- 14.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 14.3 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15 NO WAIVER

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

16 NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the 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 for the Index as at the date of the planning committee meeting referred to in Recital (E) 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:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
- (b) 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 Working Days of the Dispute arising.

20.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 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 ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 20.1, then any party may request:

- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
- (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
- (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;

- (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
 - (e) if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; and
 - (f) 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(a) to 20.3(f) (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(a) to 20.3(f) (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 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:
- (a) he shall call for representations from all parties with ten Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - (b) he shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 20.7(a) to make counter representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) he shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
 - (f) 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

- 21.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Deed.
- 21.2 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.

21.3 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:

- (a) expires without the Development having been Implemented; or
- (b) is quashed, revoked or (without the consent of the Owner) modified.

21.4 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court PROVIDED THAT any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.

21.5 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.

21.6 No variation to this Deed shall be effective unless made by deed.

21.7 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.

21.8 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

21.9 If the 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 the 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 and or Section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

22 GOVERNING LAW

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

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

24 MORTGAGEE'S CONSENT

24.1 The Mortgagee acknowledges and declares that:

- (a) this Deed has been entered into by the Owner with its consent;

- (b) the Site shall be bound by the obligations contained in this Deed; and
- (c) the security of the Mortgagee over the Site shall take effect subject to this Deed.

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

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

SCHEDULE 1

COMPENSATORY WASTE FACILITY

1 DEFINITIONS

Compensatory Waste Facility

a purpose built waste facility at Collett Way in Southall on the site identified on the plan at Annex 3 to compensate for the loss of the existing waste management capacity on the Site and designed to process and transfer 150,000 tonnes of municipal, commercial and industrial and construction demolition excavation waste per annum;

Phase 1 of the Compensatory Waste Facility

means the following:

- (a) the repair of the rail sidings adjoining the Compensatory Waste Facility; and
- (b) the construction of the main building and external hardstanding identified on the Plan at Annex 3 and that are required to process and transfer 150,000 tonnes of waste at the Compensatory Waste Facility.

2 COMPENSATORY WASTE FACILITY

The Owner shall:

- 2.1 Unless otherwise agreed by the OPDC in its absolute discretion not to Implement the Development until planning permission has been granted by LBE for the Compensatory Waste Facility pursuant to LBE planning application reference 24/0602FUL or such replacement application.
- 2.2 Not to Commence the Development until:
 - (a) all relevant planning conditions (if any) attached to the planning permission referred to in paragraph 2.1 of this Schedule to enable the Phase 1 of the Compensatory Waste Facility to be constructed and operated have been discharged;
 - (b) a bespoke environmental permit has been issued by the Environment Agency to enable Phase 1 of the Compensatory Waste Facility to be operational; and
 - (c) Phase 1 of the Compensatory Waste Facility has been completed and is ready to be brought into use.

SCHEDULE 2

TRANSPORT MANAGEMENT AND HIGHWAYS

1 DEFINITIONS

Highway Agreement	an agreement entered into with the Highway Authority pursuant to inter alia Sections 38 and 278 of the 1980 Act;
Highway Authority	LBB and/or Transport for London as applicable;
Highway Reinstatement Works	works of 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 the OPDC pursuant to paragraph 2.1(b) of this Schedule 2;
Highway Reinstatement Area	means 50 metres either side of the highway access as shown on drawing no. 20411 LE0002 revision P01 annexed to this Deed at Annex 4;
Highway Works	the highway works to be carried out on Twyford Abbey Road and Rainsford Road comprising new and/or altered crossovers;
Necessary Consents	means requisite consents, approvals, orders, agreements, authorisations, licences and permissions as may be required by law or otherwise in order to lawfully complete the Highways Reinstatement Works;
Schedule of Highway Condition	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:

- (a) prior to Commencement of the Development submit an initial Schedule of Highway Condition to the OPDC (in consultation with the Highway Authority) for written approval; and
- (b) not Commence the Development until the OPDC (in consultation with the Highway Authority) has approved the associated initial Schedule of Highway Condition in writing.

2.2 Prior to Practical Completion of the Development the Owner shall give the OPDC (in consultation with the Highway Authority) the following information for written approval:

- (a) a proposed specification for the Highway Works; and
- (b) a proposed programme for the Highway Works referred to in paragraph 2.2(a).

- 2.3 Following written approval of the information submitted for approval in accordance with paragraphs 2.2(a) and 2.2(b) by the OPDC, the Owner shall:
- (a) unless otherwise agreed with the OPDC, enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Works; and
 - (b) thereafter carry out the Highway Works in accordance with the Highway Agreement(s).
- 2.4 Within 20 Working Days of Practical Completion of the Development (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Area), the Owner shall give written notification of such fact to the OPDC together with the following information for written approval:
- (a) a further Schedule of Highway Condition;
 - (b) a proposed specification for the Highway Reinstatement Works in respect of the repair and reinstatement works to the Highway Reinstatement Area; and
 - (c) a proposed programme for the Highway Reinstatement Works referred to in paragraph 2.4(b).
- 2.5 Following written approval of the information submitted for approval in accordance with paragraphs 2.2(a) and 2.2(b) by the OPDC, the Owner shall:
- (a) unless otherwise agreed with the OPDC, obtain all Necessary Consents in respect of the Highway Reinstatement Works; and
 - (b) thereafter carry out the Highway Reinstatement Works in accordance with Necessary Consents and the approved specification and approved programme referred to in 2.4.
- 2.6 Unless otherwise agreed with the OPDC the Owner shall not permit Occupation of the Development until:
- (a) the information submitted for approval in accordance with paragraphs 2.2 and 2.4 has been approved in writing by the OPDC;
 - (b) the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Works in accordance with paragraph 2.3 and obtained all Necessary Consents in respect of the Highways Reinstatement Works in accordance with paragraph 2.5.
- 2.7 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this Schedule and shall provide details of the Highway Authority's responses to the OPDC when submitting those details for approval.

SCHEDULE 3

WORKFORCE TRAVEL PLAN

1 DEFINITIONS

Workforce Travel Plan

the travel plan for the Development, as applicable, to be submitted to the OPDC for approval pursuant to paragraph 2.1 of this Schedule which shall:

- (a) promote the use of sustainable modes of transport by visitors to, and staff of, the Development;
- (b) include the information and measures set out at paragraph 3 of this Schedule; and
- (c) be in accordance with and expand upon the framework travel plan submitted with the Planning Application entitled "PR3 – 100 Twyford Abbey Road Framework Travel Plan January 2024";

Modal Split Targets

the modal split targets identified in the approved Workforce Travel Plan;

Sustainable Transport Measures

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 Monitoring

monitoring of the approved Workforce Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:

- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
- (b) monitoring of the usage of the car parking which is available for use in the Development; and
- (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development;

Travel Plan Monitoring Period

from First Occupation until five (5) years after First Occupation of the Development;

Travel Plan Monitoring Officer

a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Workforce Travel Plan;

Travel Plan Monitoring Report

a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of:

- (a) First Occupation of the Development (in the case of the first such report); or
- (b) the previous Travel Plan Monitoring Report (in the case of subsequent reports) and such report shall include:
 - (i) details of trip generation rates;
 - (ii) details of mode share and change in mode share over time;
- (c) details of how effectively the Workforce 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 Workforce Travel Plan have not been met or are unlikely to be met, a proposed revision to the Workforce Travel Plan for approval by the OPDC setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Workforce 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 Workforce Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

2 SUBMISSION OF WORKFORCE TRAVEL PLAN

- 2.1 No later than one (1) month prior to First Occupation of the Development the Owner shall:
 - (a) submit the Workforce Travel Plan to the OPDC for written approval;
 - (b) notify the 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:
 - (a) submitted and obtained the OPDC's written approval to the Workforce Travel Plan; and
 - (b) appointed a Travel Plan Monitoring Officer for the Development and notified the 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 Workforce Travel Plan for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the Owner and the OPDC.

3 CONTENTS OF WORKFORCE TRAVEL PLAN

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

- 3.1 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;
- 3.2 include a specimen welcome pack for all occupiers, tenants, employees and customers of (and visitors to) the Development;
- 3.3 contain clear commitments to measures aimed at:
 - (a) promoting public transport information (for example, google maps, Citymapper routes and TfL website 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;
- 3.4 provide objectives and targets over the life of the Workforce Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- 3.5 set out how monitoring travel surveys will be undertaken;
- 3.6 contain proposals for monitoring compliance with the Workforce Travel Plan and achievement of the objectives and targets; and
- 3.7 set out a clear process for review, consultation and approval of changes (and specifically targets) with the OPDC.

4 REVIEW OF THE WORKFORCE TRAVEL PLAN

- 4.1 In order to monitor the effectiveness of the Workforce Travel Plan the Owner shall during the Travel Plan Monitoring Period carry out the Travel Plan Monitoring.
- 4.2 The Owner shall within ten Working Days of the first, third and fifth anniversaries of the First Occupation of the Development submit a Travel Plan Monitoring Report to the OPDC for approval.
- 4.3 Following submission of each Travel Plan Monitoring Report, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Workforce 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

Where a Travel Plan Monitoring Report shows that any of the Modal Split Targets in the Workforce Travel Plan have not been achieved or are unlikely to be achieved, the Owner or Occupier 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 the OPDC.

6 TRAVEL PLAN MONITORING CONTRIBUTIONS

The Owner shall:

- 6.1 pay £1,000 (Index Linked) to the OPDC prior to Occupation of the Development;
- 6.2 pay £1,000 (Index Linked) to the OPDC prior to the third anniversary of Occupation of the Development; and
- 6.3 pay £1,000 (Index Linked) to the OPDC prior to the fifth anniversary of Occupation of the Development;

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

SCHEDULE 4

ENERGY AND SUSTAINABILITY

1 DEFINITIONS

- 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 2;
- Be Seen Energy Performance Indicators** means the 'Be Seen' energy performance indicators, as outlined in the 'Planning Stage' section/chapter of the GLA Be Seen Energy Monitoring Guidance;
- Carbon Offset Contribution** means the sum equivalent to £2,850 (two thousand eight hundred and fifty pounds) per tonne of carbon (being £95 per tonne of carbon over 30 (thirty) years) shortfall in carbon emission savings as identified by the CO₂ Audit;
- CO₂ Audit** means an audit of the CO₂ emissions of a completed Building to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development;
- District Heating Network** an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site;
- 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,
- or such other future proofing measures as may be agreed in writing with the OPDC;

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 properties (within the Site) or a self-contained energy system serving a block or building;
Reportable Unit (Non-Residential)	means a building with a single occupier/tenant (or a Building with multiple tenants);
Zero Carbon Development	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 the OPDC that the Development:

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

2.2 The Owner covenants with OPDC:

- (a) to submit and obtain the OPDC's approval to the Future Proofing Measures as per the energy statement dated January 2024 (document reference: 14841-WBS-ZZ-ZZ-RP-SU-10001 P06) prior to the Commencement of Development, and that no Development shall be Commenced until the OPDC has given its approval of the Future Proofing Measures; and
- (b) no part of the Development shall be Occupied unless and until the Owner has submitted and obtained the OPDC's approval to a report demonstrating that the approved Future Proofing Measures have been incorporated within the Development.

3 CARBON OFF-SET CONTRIBUTION

- 3.1 Prior to Commencement 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 and give written notification of such fact to the 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 (twenty) Working Days of the OPDC's approval of the CO₂ Audit if the CO₂ Audit identifies that the Development is not a Zero Carbon Development,

4 'BE SEEN' ENERGY MONITORING

- 4.1 Prior to Commencement the Owner shall submit to the GLA accurate and verified estimates of the Be Seen Energy Performance Indicators for the Development to the GLA's Energy Monitoring Portal in accordance with the Be Seen Energy Monitoring Guidance.
- 4.2 Prior to Occupation of the Development, the Owner shall provide updated accurate and verified 'as built' design estimates of the Be Seen Energy Performance Indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter/section of the Be Seen Energy monitoring Guidance. All data and supporting evidence should be submitted to the GLA using the Be Seen as-built stage reporting webform.
- 4.3 Prior to Occupation of the Development, the Owner shall also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the Be Seen Energy Monitoring Guidance (or any document that may replace it).
- 4.4 On the first anniversary of Occupation or following the end of the defects liability period (whichever is the later) and at least for the following four (4) years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each reportable unit of the development as per the methodology outlined in the 'in-use stage' chapter/section of the GLA using the Be Seen in-use stage reporting webform. This requirement will be satisfied after the Owner has reported on all relevant indicators included in the 'in-use stage' chapter of the Be Seen Energy Monitoring Guidance for at least five years.
- 4.5 In the event that the in-use stage evidence submitted under paragraph 4.4 shows that the 'as-built stage' performance estimates derived from paragraph 4.2 have not been or are not being met, the Owner should use reasonable endeavours to investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the Be Seen in-use reporting webform. An action plan comprising measures identified in paragraph 4.4 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

5 REDUCTION OF ENERGY DEMAND

- 5.1 The Owner shall use reasonable endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:
- (a) dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
 - (b) the promotion of the use of energy efficient appliances; and
 - (c) 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).

SCHEDULE 5

EMPLOYMENT, TRAINING AND SKILLS

1 DEFINITIONS

Affordable Workspace Contribution	the sum of £311,940 (three hundred and eleven thousand nine hundred and forty pounds) (Index Linked) to be paid by the Owner to the OPDC and to be applied by the OPDC towards the provision of local affordable workspaces in the OPDC's administrative area;
Construction Period	the period from the Implementation to the date of Practical Completion of the Development which shall include the demolition and fitting-out of the Development;
Development Costs	the build costs plus the cost of the demolition and fit out phases of the Development;
Employment, Training and Skills Contribution	the sum of £102,050 (one hundred and two thousand and fifty pounds) to be paid to the OPDC to be applied to support the OPDC's employment, training and skills and local supply chain initiatives;
Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase)	a management plan relating to the construction phase of the Development (as envisaged by Policy E5 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it)) which sets out the partnership arrangements regarding how the Owner's contractors and sub-contractors will work with the OPDC, LBB, LBE and LBHF, and any local employment or training agencies as part of a training consortium, such arrangements to include: (a) regular reporting and review mechanisms; (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents; (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;
Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase)	a management plan relating to the operational phase of the Development (as envisaged by Policy E5 of the OPDC's Local Plan 2018-2038 adopted on 22 June 2022 (or any document that may replace it)) which sets out the partnership arrangements regarding how the occupier will work with the OPDC, LBB, LBE and LBHF, and any local employment or training agencies as part of a training consortium, such arrangements to include: (a) regular reporting and review mechanisms; (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents for a period of at least 10 Working Days; and

(c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates; and

(d) a minimum target of nine (9) end/operational use jobs being taken up by Local Residents;

Local Business(es)

any business, trade, service, profession, or industry whose established place of business is within the LBB, LBE and/or LBHF;

Local Resident(s)

a person who is resident in the LBB, LBE and/or LBHF such residency to be proven by the production of two (2) valid proofs of address which are no more than three (3) months old, for example:

(a) council tax statement;

(b) utility bills;

(c) bank statements; or

(d) other correspondence from government or state bodies;

London Living Wage

the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save, the current rate at the date of this Deed being £13.85 per hour.

2 EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTION

2.1 The Owner shall:

(a) pay the Employment, Training and Skills Contribution to OPDC prior to Commencement of Development; and

(b) not Commence the Development until the Employment, Training and Skills Contribution has been paid to OPDC.

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

3 LOCAL EMPLOYMENT

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

(a) the target number of apprenticeships to be provided (being not less than 11) at a salary not less than the London Living Wage;

(b) the target number of paid work placements (being not less than 10) at a salary not less than the London Living Wage; and

- (c) where the programme of works for the Construction Period does not lend itself to the employment of each apprentice for the duration of their qualification, the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) shall include alternative mechanisms for creating apprenticeship opportunities including consideration of the following:
 - (i) the use of an established Apprenticeship Training Agency to bring apprentices onto the site of the Development for a defined period.
 - (ii) apprenticeships for business administration or office-based roles which might be applicable.
 - (iii) Bringing in apprentices from other projects to finish apprenticeships on the site of the Development; or taking on a direct apprentice, and once the works package is complete, commit to keeping that apprentice on and moving them to another site.

3.2 And the Owner covenants not to Commence the Development prior to the approval of the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase). The Owner shall require that its contractors shall:

- (a) ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) throughout the Construction Period;
- (b) use reasonable endeavours to ensure the recruitment of Local Residents accounts for at least twenty per cent (20%) of the construction jobs arising from the Development during the Construction Period;
- (c) use reasonable endeavours to ensure that during the Construction Period the requisite number of construction apprenticeships at a minimum of NVQ level 2 are available at the Development where each apprenticeship shall be for a period of not less than 36 (or such shorter period to be agreed between the Owner and the OPDC) weeks and at a salary not less than the London Living Wage;
- (d) use reasonable endeavours to provide opportunities for Local Businesses to bid/tender for sub-contracting opportunities and the supply of goods and services during the Construction Period and for a minimum of 10% of build cost to be paid to these businesses during the Construction Period; and
- (e) ensure that all jobs, apprenticeships and paid work placements arising from the Development during the Construction Period are paid at no less than the London Living Wage.

3.3 Prior to First Occupation of the Development, the Owner or its contractor shall:

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

3.4 Any Occupier shall submit prior to the Occupation of the Development to the OPDC for its written approval the Local Labour, Skills and Employment Strategy and Management Plan

(Operational Phase) that shall include a target of a minimum of nine (9) end use jobs taken up by host Borough residents.

3.5 The Owner covenants with the OPDC:

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

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

3.7 For the purposes of paragraphs 3.1 and 3.2 of this Schedule only, the definition of Excluded Works does not include demolition works.

4 AFFORDABLE WORKSPACE CONTRIBUTION

The Owner shall:

- 4.1 pay the Affordable Workspace Contribution to the OPDC prior to the Commencement of Development; and
- 4.2 not Commence any part of the Development until the Affordable Workspace Contribution has been paid in full to the OPDC.

SCHEDULE 6

DESIGN MONITORING

1 DEFINITIONS

Approved Drawings	the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to conditions 13 (Material Samples), 14 (Detailed Drawings), 16 (Hard and Soft Landscaping), 21 (External Equipment), 26 (Signage Strategy) of the Planning Permission (or any variations thereto approved by the OPDC); ;
Architect	UMC Architects;
Design Monitoring Costs	monies paid in accordance with paragraph 3.2(b) of this Schedule 6 to meet OPDC's reasonable and evidenced 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	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"	a permission granted pursuant to an application to vary the Planning Permission pursuant to section 73 or Section 73B (once in force) of the 1990 Act;
S96A Amendment"	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**"):
- (a) an application pursuant to conditions 13 (Material Samples), 14 (Detailed Drawings), 16 (Hard and Soft Landscaping), 21 (External Equipment), 26 (Signage Strategy) of the Planning Permission;
 - (b) an application for a S96A Amendment;
 - (c) 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 6.

3 DESIGN MONITORING COSTS

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

- (a) 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
- (b) 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(a) 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(a) of this Schedule 6) 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:

- (a) notify OPDC of such non-retention within 10 Working Days of that event being confirmed;
- (b) pay to OPDC (in the case where paragraph 3.1(b) of this Schedule applies) within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
 - (i) such costs may relate either to staff employed directly by OPDC or third party consultants retained by OPDC which are reasonable and evidenced;
 - (ii) OPDC may make more than one demand for payment of Design Monitoring Costs which are reasonable and evidenced; and
 - (iii) 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 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 6 when they become due.

4.2 No part of the 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(a) of this Schedule 6) 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.



EXECUTED as a **DEED** by affixing the
Common Seal of
**OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION**

)
)
)

Authorised Signatory

E. Williams

Name (BLOCK)

ANNA WILLIAMS

Position

DIRECTOR OF PLANNING

Authorised Signatory

C. O'Brien

Name (BLOCK)

CLAIRE O'BRIEN

Position

HEAD OF PLANNING - DEVELOPMENT
MANAGEMENT

EXECUTED AS A DEED on behalf of
URBAN PROP 8 S.À R.L. a company
incorporated in Luxembourg by two managers and
authorised signatories being persons who, in
accordance with the laws of that territory, are
acting under the authority of that company

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Signed by:

AAC046079EB1448...

Authorised Signatory
Ibrahim Güner

Print Name

DocuSigned by:

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Authorised Signatory
Linda Bradaia

Print Name

EXECUTED AS A DEED
By OXANE PARTNERS
LIMITED

acting by Sumit Gupta , a director
in the presence of:

)
)
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)
)

DocuSigned by:

Sumit Gupta

268295BCA5A443C...

Director

Signature of witness:

Signed by:

Sumi Gupta

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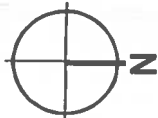
Name: Sumi Gupta

Address: 41 Lyndale Avenue, London NW2 2QB

Occupation: Marketing Manager

ANNEX 1

SITE PLAN



KEY:

Planning Boundary
2.89 acres / 1.17 ha

- Dimensions are in millimeters, unless stated otherwise.
- The user accepts responsibility to print this document to the correct scale.
- All relevant drawings and specifications should be read in conjunction with this drawing.

PLANNING

THIS DRAWING IS FOR PLANNING CONSIDERATION ONLY
AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE

rev	amendments	by	dd	date
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DS	16	Initial	16	DS	56
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COO EJR

Twyford Abbey Road
London

Site Location Plan



Newark Beacon, California Way, Newark, Nottinghamshire NG24 2TN
+44 (0)1538 633027 info@umcarchitects.com

Drawing Status:	Planning
Drawn / Checked:	DN / JIM
Date:	30.11.2022
Scale:	1:1250 A2
Drawing no:	Revision:
20411	P0001 C

ANNEX 2

DRAFT PLANNING PERMISSION

OPDC
OLD OAK AND
PARK ROYAL
DEVELOPMENT
CORPORATION

FULL PLANNING PERMISSION APPROVAL

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

URBAN PROP 8 S.À R.L.
26 Boulevard Royal
Grand Duchy of Luxembourg
Luxembourg
L-2449

Agent

Miss Eleanor Leach
RPS
20 Farringdon Street
London
EC4A 4AB

Part I - Particulars of Application

Date of Application: 10-Aug-2023

Application No: 23/0178/FUMOPDC

Proposal: Removal of waste transfer site, demolition of existing buildings with retention of north elevation and erection of a part 3 to 4 storey single warehouse unit for flexible industrial use with ancillary offices (Class E(g)(iii), Class B2 and B8); provision of parking and landscaping and associated works.

Location: Aggregate House, 100 Twyford Abbey Road, NW10 7XE

Part II - Particulars of Decision

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

Conditions

1. Time Limit for Commencement – compliance

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

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

2. Development in Accordance with Approved Plans and Documents – compliance

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

Drawing Title	Drawing No.	Date
Design and Access Statement	Rev H	19.01.24
Design and Access Statement Addendum	Rev C	23.02.24
Site Location Plan	P0001– Rev C	July 2023
Proposed Site Plan 1:500	P0002– Rev D	23.02.24
Proposed Site Plan	P0002– Rev L	23.02.24
Building Plan	P0003– Rev D	23.02.24
Office Layouts	P0004– Rev D	23.02.24
Building Elevations	P0005– Rev C	23.02.24
Building Sections	P0006– Rev D	23.02.24
Existing Building Plan	P0007– Rev C	July 2023
Mezzanine Layout	P0008– Rev C	27.02.24
Roof Plan	P0009– Rev C	23.02.24
Site Layout External Finishes	P0010– Rev D	23.02.24
Existing Topographical Survey Plan	P0011– Rev B	July 2023
Cycle Shelters	P0012– Rev E	23.02.24
Fence Plan	P0013– Rev F	23.02.24
Demolition Plan 1:500	P0014– Rev B	July 2023

Demolition Plan	P0014– Rev B	July 2023
Building Plan – Fire Strategy	P0015– Rev D	23.02.24
Office Layouts – Fire Strategy	P0016– Rev D	23.02.24
Existing Building Elevations	P0017– Rev B	July 2023
Waste Storage Details	P0018– Rev B	23.02.24
Landscape Plan	11449-FPCR-XX-XX-DR-L-0001– Rev P08	19.01.24
Urban Greening Factor	11449-FPCR-XX-XX-DR-L-0002– Rev P04	19.01.24
Aerial CGI	P0020– Rev D	23.02.24
Aerial CGI	P0021– Rev D	23.02.24
Street View CGI	P0022– Rev D	23.02.24
Service Yard CGI	P0023– Rev B	19.01.24
Service Yard CGI	P0024– Rev A	19.01.24

Document Title	Prepared By	Date
Planning Cover Letter	RPS	January 2024
Biodiversity Net Gain Report, with: Biodiversity Metric 4.1 Calculations (Appendix A)	FPCR	January 2024
Townscape & Visual Appraisal	FPCR	January 2024
Landscape & Ecology Management Plan	FPCR	January 2024
Arboricultural Assessment	FPCR	January 2024
Daylight and Sunlight Assessment	TFT	January 2024
Sustainability Statement and BREEAM Pre-Assessment	Turley	January 2024
Energy Statement (Minimising Carbon Emissions and Overheating) with: GLA Carbon Emission Reporting Spreadsheet TM54 Operational Energy Assessment Be Seen Spreadsheet Heat Pump Efficiency Datasheet Foil SRD Acoustic Suspended Lighting System Datasheet	Waterman	January 2024

Circular Economy Statement, with: GLA Memo GLA Circular Economy Spreadsheet Material Efficiency and Recycled Content Calculations (Appendix D) Operational Waste Management Plan by Turley	Turley	January 2024
Whole Life Cycle Carbon Assessment, with: GLA Spreadsheet GLA Memo	Turley	January 2024
Heritage Statement Addendum	KM Heritage	January 2024
Fire Safety Statement	Hoare Lea	January 2024
Transport Assessment, with Nighttime ATZ Assessment	Steer	January 2024
Framework Travel Plan	Steer	January 2024
Outline Delivery and Servicing Plan	Steer	January 2024
Construction Environmental Management Plan (CEMP)	Faircloth	January 2024
Outline Construction Logistics Management Plan	Faircloth	January 2024
Flood Risk Assessment and Drainage Strategy Report, with: Proposed Levels (22186-BGL-XX-XX-DR-C-0020 Rev P05) Proposed Drainage (22186-BGL-XX-XX-DR-C-002 Rev P04)	Burrows Graham	January 2024
Archaeological desk-based assessment	RPS	January 2024
Health Impact Assessment	RPS	January 2024
Waste Assessment and Compensatory Waste Provision	AA Environmental	January 2024
Preliminary Ecological Appraisal	FPCR	March 2023
Bat Report	FPCR	July 2023
Air Quality Assessment	Waterman	July 2023
Heritage Statement	KM Heritage	July 2023
Noise Impact Assessment	Waterman	July 2023
Contamination Consultation Comments Response	Burrows Graham	November 2023
Geo-environmental and Geotechnical Site Assessment	TRC	July 2023

Phase 1 Preliminary Risk Assessment	Paragon	January 2023
Phase 2 Site Investigation Report	Paragon	February 2023
Planning Statement	RPS	July 2023
Statement of Community Involvement	Polity	July 2023

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

3. Floorspace – compliance

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

Use	Approved Floorspace
Industrial floorspace [Use Class E(g)(iii), B2 and B8]	10,018sqm (GIA)

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

4. Building Height – compliance

The development hereby permitted shall comprise a new building of part 3 and part 4 storeys, having a maximum height of 19.5 metres above ground level.

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

5. No independent use of office floorspace – compliance

Any office floorspace provided as part of the approved development shall only be used as ancillary to the primary industrial use of the development (Use Class E(g)(iii), B2 and B8), and shall not at any time be used as separate self-contained accommodation.

Reason: The potential impact of an independent use has not been assessed within the application, and the non-town centre location is not suitable for standalone office use in accordance OPDC Local Plan (2018-2038) Policy TCC1 'Locations for and Impacts of Town Centre Uses'.

6. Façade Retention and Demolition Method Statement – prior to demolition

No demolition shall take place until a Method Statement, detailing the works to ensure the stability of the front elevation which shall be retained, has been submitted to and approved in writing by the Local Planning Authority. The Method Statement shall be prepared by a suitably qualified person, namely a Member of the Institute of Structural Engineers or a Member of the Institution of Civil Engineers. The development shall only take place in accordance with the approved Method Statement.

Reason: To safeguard the structural integrity of the front elevation and to preserve the historic interest of the locally listed building in accordance with London Plan (2021) Policy HC1 'Heritage conservation and growth' and OPDC Local Plan (2018-2038) Policy D7 'Heritage'.

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

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

- i) a construction programme including a 24 hour emergency contact number;
- ii) complaints procedures, including complaint response procedures;
- iii) air quality mitigation measures, including dust suppression;
- iv) arrangements to minimise the potential for noise and vibration disturbance;
- v) locations for loading/unloading and storage of plant and materials used in constructing the development;
- vi) details showing the siting, design and maintenance of security hoardings;
- vii) wheel washing facilities and measures to control the emission of dust and dirt during construction;
- viii) site lighting details;
- ix) site drainage control measures;
- x) details of biodiversity and arboricultural mitigation measures including a pre-commencement check by an ecological clerk of works (ECoW) to determine whether bats and/or nesting birds are present;
- xi) a scheme for recycling/disposing of waste resulting from demolition and construction works in accordance with the waste hierarchy and circular economy principles;
- xii) membership of the Considerate Constructors Scheme; and

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

Reason: To limit impacts on the local highway, to minimise air quality impacts and to protect the amenity of local residents in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity and safeguarding', D14 'Noise' and SI 1 'Improving air quality' and OPDC Local Plan (2018-2028) Policies T7 'Freight, Servicing and Deliveries' and T8 'Construction', EU4 'Air quality' and EU5 'Noise and Vibration'. The details are required prior to commencement because the demolition phase must be addressed in the CEMP.

8. Construction Logistics Plan (CLP) – prior to commencement

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

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

- viii) use of rail and water for freight;
- ix) implementation of a staff travel plan;
- x) any areas for the parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction); and
- xi) compliance with the 'Old Oak and Park Royal Construction Logistics Strategy' and Transport for London's 'Construction Logistics Plan Guidance'.

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

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

9. Contaminated Land – prior to commencement

- i) The development hereby permitted shall not be commenced until the following have been submitted to and approved in writing by the local planning authority:
 - a) a report that includes an Asbestos Refurbishment and Demolition Survey and a specialist UXO risk assessment as identified in the recommendations of the 'Phase 2 Site Investigation Report' (Dated: 23 February 2023); and, unless otherwise agreed in writing by the local planning authority;
 - b) a detailed scheme for remedial works and measures to be undertaken to avoid risk from contaminants and/or gases and vapours when the site is developed and proposals for future maintenance and monitoring. This scheme should take into account the recommendations of the 'Phase 2 Site Investigation Report' (Dated: 23 February 2023) and any additional recommendations identified in the report approved under part a). Such a scheme shall include the nomination of a competent person to oversee the implementation of the works.
- ii) Unless otherwise agreed in writing pursuant to paragraph (i) above, the development hereby permitted shall not be occupied or brought into use until there has been submitted to and approved in writing by the local planning authority a verification report prepared by the competent person approved under the provisions of (i) b) above confirming that any remediation scheme required and approved under the provisions of (i) b) above has been implemented fully in accordance with the approved details (unless varied with the written agreement of the local planning authority in advance of implementation).

Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under (i) b).

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with the NPPF, and OPDC Local Plan (2018-2038) policy EU13 'Land Contamination'. The details in respect of part i) are required prior to commencement because the demolition phase may disturb potentially contaminative materials.

10. Removal of existing fuel tanks – prior to commencement

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

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

11. Piling Method Statement – prior to commencement of any piling

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

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

12. Digital Connectivity – prior to commencement

Prior to the commencement of development, excluding any works of demolition, detailed plans demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: In the interest of delivering digital connectivity infrastructure in accordance with London Plan (2021) Policy SI 6 'Digital connectivity infrastructure'. The details are required prior to commencement because the details affect works below ground.

13. Material Samples – prior to above ground works

Prior to the commencement of above ground works:

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

- b) Sample panels have been constructed on site to show the typical building facades, 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 building contributes positively to the character and appearance of the area in accordance with London Plan (2021) Policies D3 'Optimising site capacity through the design-led approach' and D4 'Delivering good design', and OPDC Local Plan (2021) Policy D3 'Well-designed Buildings'.

14. Detailed Drawings – prior to above ground works

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

- a) A bay study of the materials, cladding and glazing;
- b) Building entrances (including any canopies);
- c) Principle features on all facades;
- d) Typical window openings including surrounds;
- e) The parapets/roof edges at the top of the building;
- f) Any roof level structures including flues and lift overruns; and
- g) Details of any works to the retained façade of the locally listed building.

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

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

15. Secured by Design – prior to above ground works

Prior to the commencement of above ground works, details of the 'Secured by Design' measures, including details of boundary treatments, to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details prior to occupation and thereafter maintained.

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

Reason: To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with London Plan (2021) Policy D11 'Safety, security and resilience to emergency' and OPDC Local Plan (2018-2038) Policies D3 'Well designed buildings' and T5 'Rail' of the Local Plan.

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

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

- i) details of all materials and hard landscaping across the site;
- ii) details of all boundary treatments to the development;
- iii) details of any fences, walls or other means of enclosure;
- iv) details of shrub and tree planting across the site;
- v) details of any urban greening measures, including how the development targets a UGF score of 0.3;
- vi) details of any furniture;
- vii) details of any signage;
- viii) details of any external lighting equipment;
- ix) a programme of the implementation of the landscaping and the bringing into use of all landscaped areas;
- x) a landscaping maintenance and management plan.

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

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2021) Policies D3 'Optimising site capacity through the design-led approach', D4 'Delivering good design', G5 'Urban greening' and G6 'Biodiversity and access to nature', and OPDC Local Plan (2018-2038) Policies D1 'Public Realm' and EU2 'Urban Greening and Biodiversity'.

17. Cycle Parking and Storage – prior to above ground works

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

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2021) Policy T5 'Cycling', and OPDC Local Plan (2018-2038) Policy T3 'Cycling'.

18. PV Panels – prior to above ground works

Prior to the commencement of above ground works, a detailed roof layout plan showing the siting, size and number of photovoltaic panels shall be submitted to and approved in writing by the local planning authority. The development shall not be

brought into use until the photovoltaic panels have been provided in accordance with the approved details.

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

19. Oil Interceptor Details – prior to above ground works

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

Reason: In order to prevent the pollution of watercourses and in accordance with OPDC Local Plan (2018-2038) Policies EU3 'Water' and EU6 'Waste'.

20. Fixed Plant Noise – prior to installation

Prior to the installation of any fixed plant, a technical report covering details of fixed plant, including any noise mitigation and predicted noise levels at any sensitive receptor, shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall be submitted following the calculation methodology under BS 4142 and will be undertaken with reference to fixed plant rating noise limits set out in the the Noise and Vibration Impact Assessment dated July 2023. 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'.

21. External Equipment – prior to installation

Prior to the installation of any external equipment, details of any external equipment to be installed on the building including window cleaning equipment and mechanical plant shall be submitted to and approved in writing by the local planning authority.

The equipment shall only be installed in accordance with the approved details.

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

22. Parking implementation – prior to occupation

No part of the development shall be brought into use until the car parking spaces, including Blue Badge parking, indicated on Drawing No. 20411 P0002 Rev. L have been completed and made available for use in full accordance with the approved plans. 100% of the car parking spaces shall be installed with active electric vehicle charging points (EVCP). The car parking spaces, including Blue Badge car parking

spaces, shall be retained thereafter and the EVCPs shall be maintained in full working order for the lifetime of the development.

Reason: To ensure that the provision of suitable off-road car parking to meet operational needs of 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'.

23. Parking management plan – prior to occupation

Prior to occupation of the development, a Parking Management Plan shall be submitted to and approved in writing by the local planning authority. The development shall be carried out and maintained in accordance with the approved plan.

Reason: To ensure that parking is managed appropriately in accordance with London Plan (2021) Policy T6 'Car parking' and OPDC Local Plan (2018-2038) Policy T4 'Parking'.

24. Delivery and Servicing Plan (DSP) – prior to occupation

No part of the development shall be brought into use until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The updated 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) details of how deliveries and servicing will be managed; and
- iv) Measures to reduce interference with the public realm.

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

Reason: To avoid blocking the highway network and to protect the amenity of people in neighbouring properties in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity and safeguarding' and T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) Policies T1 'Roads and Streets' and T7 'Freight, Servicing and Deliveries'.

25. Site Waste Management Plan – prior to occupation

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):

- i. source segregation of bio-waste and other recyclables;
- ii. control of odour, nuisance and air and noise pollution from waste storage and collection;
- iii. how waste collection will be safely managed across the site.

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) Policies SI 7 'Reducing waste and supporting the circular economy', SI 8 'Waste capacity and net waste self-sufficiency' and T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) Policy EU7 'Circular and Sharing Economy'.

26. Signage Strategy – prior to occupation

Prior to the occupation of the development, a signage strategy setting out full details of any signage to be installed on the site shall be submitted to and approved in writing by the Local Planning Authority. The signage 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'.

27. Whole Life Cycle Carbon Assessment – prior to occupation

Prior to the occupation of the development, the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

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

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with London Plan (2021) Policy S1 7 'Reducing waste and supporting the circular economy' and OPDC Local Plan (2018-2038) Policy EU7 'Circular and Sharing Economy'.

28. Circular Economy – prior to occupation

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

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

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials in accordance with London Plan (2021) Policy S1 7 'Reducing

waste and supporting the circular economy' and OPDC Local Plan (2018-2038) Policy EU7 'Circular and Sharing Economy'.

29. BREEAM – within three months of first occupation

Within three months of the date of first occupation of the development, a BREEAM certificate confirming the development has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure 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 D3 'Well- Designed Buildings'.

30. Fire Statement – compliance

The development hereby approved shall be implemented in accordance with the Fire Safety Statement dated January 2024, or as otherwise agreed in writing with the local planning authority. The measures contained in the Fire Statement, in addition to providing protected routes from both Stair 01 and Stair 02 to a final exit, shall be maintained for the lifetime of the development.

Reason: In the interests of fire safety in accordance with London Plan (2021) Policy D12 'Fire Safety'.

31. 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'.

32. Energy: No warehouse fixed building services – compliance

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

Reason: In the interests of minimising carbon emissions arising from the development (warehouse fixed services are excluded from the submitted energy statement) and in accordance with London Plan (2021) Policy SI 2 'Minimising greenhouse gas emissions' and OPDC Local Plan (2018-2038) Policy EU9 'Minimising Carbon Emissions and Overheating'.

33. Unexpected contamination – compliance

If during construction, contamination not previously identified is found to be present at the Site then no further development (unless otherwise agreed in writing by the LPA), shall be carried out until a method statement identifying, assessing the risk

and proposing remediation measures, together with a programme, shall be submitted to and approved in writing by the LPA. The remediation measures shall be carried out as approved and in accordance with the approved programme. If no unexpected contamination is encountered during development works, on completion of works and prior to occupation a letter confirming this should be submitted to the LPA. If unexpected contamination is encountered during development works, on completion of works and prior to occupation, the agreed information, results of investigation and details of any remediation undertaken will be produced to the satisfaction of and approved in writing by the LPA.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (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.

Informatives

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development will be liable to pay the Mayor of London's Community Infrastructure Levy and OPDC's Community Infrastructure Levy. This will be calculated in accordance with the MCIL2 Charging Schedule 2019 and OPDC CIL Charging Schedule 2024. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Form to OPDC at planningapplications@opdc.london.gov.uk.
3. The applicant is advised that prior to making a submission in relation to conditions requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
4. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and can reduce the risk to life.
5. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
6. 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 online via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

7. The applicant is advised that under the Control of Pollution Act 1974 building work which can be heard at the boundary of the site should 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.

Proactive and Positive Statement

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

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

Dated this: XX MMM YYYY

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

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 the Environment under Section 78 of the Town and Country Planning Act 1990.
- * If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to Old Oak and Park Royal Development Corporation Planning Policy and Decisions Team) or complete an application 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).

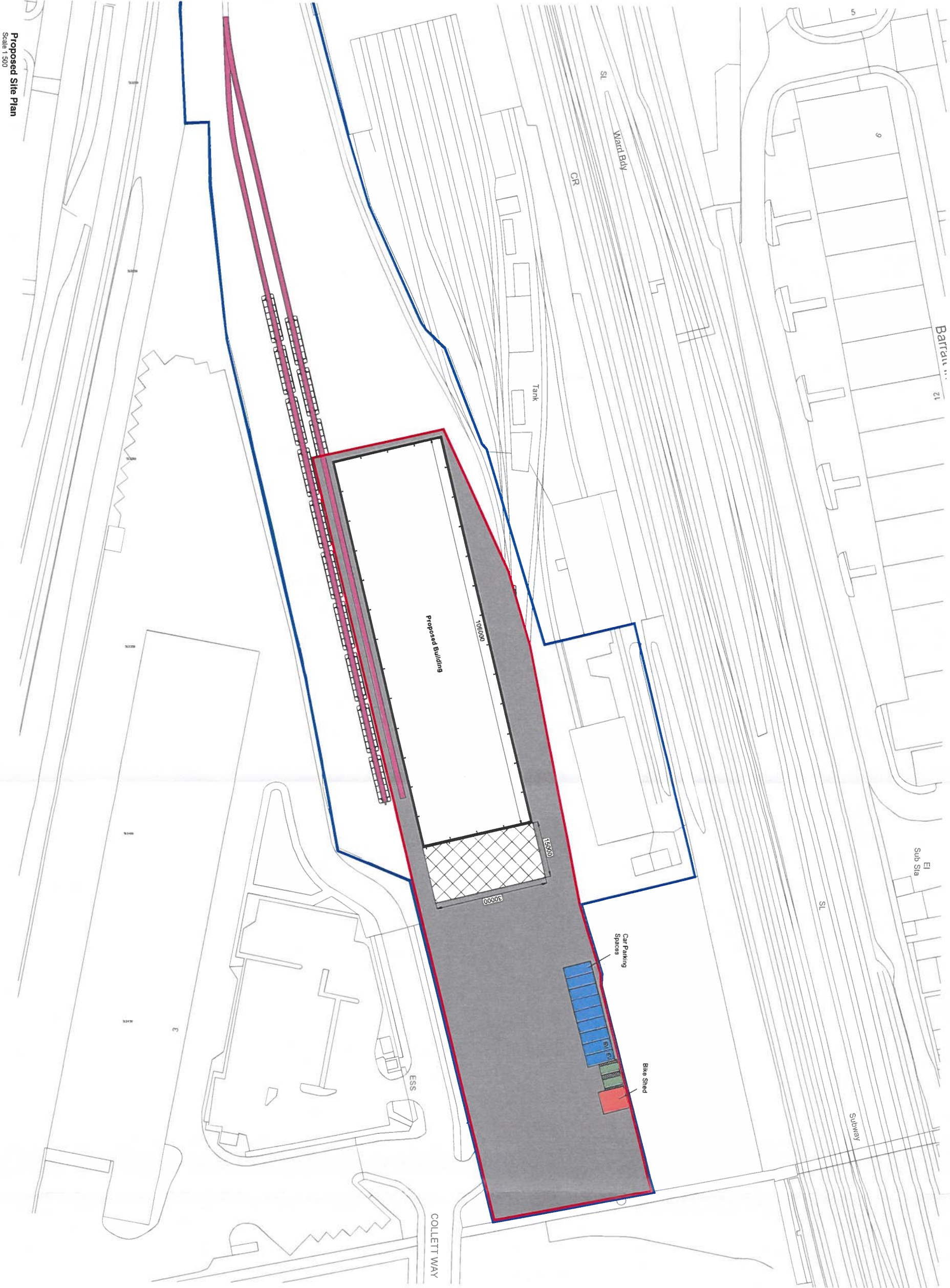
- * To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, 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 he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the 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 him.

Purchase Notice

- * 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 he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by 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 interest in the land in accordance with Part VI of the Town and Country Planning Act 1990 (as amended).

ANNEX 3

COMPENSATORY WASTE FACILITY SITE PLAN



Proposed Site Plan
Scale 1:500

10m
SCALE 1:500



- This drawing is to be read in conjunction with the other drawings.
- Scaling within drawings is not recommended.
- It is the recipient's responsibility to refer the document to the correct scale.
- All other site drawings and specifications should be read in conjunction with this drawing.

- Export to be confirmed

- Revision reference

- Hard standing as existing
- Railway / streets requiring repair
- Proposed External Hardstanding
- 910c, Paving Spaces (inc. 310c, EV)
- 210c, Accessible Spaces
- Bike Shed
- Paving Boundary
- Lease Boundary

080 E 20



PD2 Updated to suit comments JDS JUN 27.03.25

PD1 Initial Issue JDS JUN 25.03.25

Waste Transfer Facility, Collett Way,
Southall

S106 - Phase 1 Site Plan

LOD 4 LOD 4



BIA POY Site		3 Spatial Coordinator	
Document Drafting		JDS / JLM	
Drawn / Checked		25.03.2025	
Date		1:500	
Scale		A1	
Site Project Number		25123	
Document Reference		Drawing no	
25123 - UMC - 0100 - SI - DR - A - 0002		Revision	
		PD2	

ANNEX 4

HIGHWAY REINSTATEMENT AREA

