

DATED 30 JUNE 2025

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) FC100 LIMITED

DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND ALL
OTHER POWERS ENABLING RELATING TO
LAND AT 1 LAKESIDE DRIVE, LONDON, NW10
7HQ



Pinsent Masons

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THIS DEED OF AGREEMENT is made on

2025

BETWEEN:-

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of One West Point, 7 Portal Way, North Acton, London W3 6RT (the "OPDC"); and
- (2) **FC100 Limited** (No. 15458794) of 33 Welbeck Street, London, England, W1G 8EX (the "Owner").

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number AGL564990.
- (C) The Owner is also the owner of the leasehold interest in the Site as is registered at the Land Registry with title number NGL810007.
- (D) The Planning Application was registered by OPDC on 28 October 2024.
- (E) On 11 March 2025 the OPDC Planning Committee resolved to grant the Planning Permission subject to the Owner entering into this Deed without which the Planning Permission would not be granted.
- (F) Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

"1980 Act"	means the Highways Act 1980
"1990 Act"	means the Town and Country Planning Act 1990
"2011 Act"	means the Localism Act 2011
"Commencement"	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) except for the carrying out of any Excluded Works and "Commence" , "Commenced" and "Commencement Date" shall be construed accordingly
"Commencement of Above Ground Works"	means the commencement of any works of construction of any building forming part of the Development above ground floor level and "Commence Above Ground Works" shall be construed accordingly;
"Development"	means development of the Site for the change of use of the existing building from office (class E) to a hotel (Class C1) with ground floor ancillary uses (GIA 18,467sqm), change of use of the basement to a self-storage use (Class B8) (GIA 7,951sqm) with associated car parking, bicycle pavilion, landscaping, external alterations to the building, installation of a pergola at the southern entrance of the building and associated works authorised by the Planning Permission

"Excluded Works"	means the erection of hoardings or other means of enclosure for site security operations, the temporary display of site notices or advertisements, the erection of temporary buildings structures and/or facilities associated with the development including the creation of a site compound and/or site welfare provision, site preparation works (including any enabling works, the diversion and/or laying of services, creation of temporary access and egress points and delivery/storage/parking areas for use during the construction phase of the Development and any underpinning of third party walls)
"Expert"	has the meaning given in Clause 20.3
"First Occupation"	means first Occupation of the Development or any part thereof and "First Occupy" shall be construed accordingly
"GLA"	means the Greater London Authority or any successor in statutory function
"Hotel"	means the hotel (Class C1) element of the Development authorised by the Planning Permission and as shown shaded blue on Plans 3, 4 and 5 as to the lower basement, basement level and ground floors only of the Development and also comprising levels 1 – 6 inclusive of the hotel element of the Development
"Implementation"	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission and "Implemented" , "Implement" and "Implementation Date" shall be construed accordingly
"Index"	means the Retail Price Index or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC
"Index Linked"	means subject to indexation in accordance with Clause 18
"Interest"	means interest at a rate of 4% (four per cent) per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment
"LBB"	means the London Borough of Brent
"LBE"	means the London Borough of Ealing
"LBHF"	means the London Borough of Hammersmith and Fulham
"London Plan"	means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time
"Monitoring Contribution"	means the sum of £13,464 (thirteen thousand, four hundred and sixty four pounds) (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed
"Occupation"	means the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupy" , "Occupying" , "Occupier" and "Occupied" shall be construed accordingly
"Off Site"	means on land outside the Site

"On Site"		means on land within the Site
"Parties"		means the parties to this Deed and the term "Party" shall be construed accordingly
"Plan 1"		means the plan attached to this Deed at Appendix 1 marked "Plan 1" showing the Site
"Plan 2"		means the plan attached to this Deed at Appendix 1 marked "Plan 2" showing the Highway Reinstatement Area
"Plan 3"		means the plan attached to this Deed at Appendix 1 marked "Plan 3" showing the lower basement floor of the proposed Development
"Plan 4"		means the plan attached to this Deed at Appendix 1 marked "Plan 4" showing the basement floor of the proposed Development
"Plan 5"		means the plan attached to this Deed at Appendix 1 marked "Plan 5" showing the ground floor of the proposed Development
"Plans 6a and 6b"		means the plans attached to this Deed at Appendix 1 marked "Plan 6a" and "Plan 6b" showing the Green Infrastructure
"Planning Application"		means the application for full planning permission for the Development submitted to OPDC and allocated reference number 24/0176/FULOPDC by OPDC
"Planning Permission"		means the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at Appendix 2
"Practical Completion"		means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and "Practically Complete" and "Practically Completed" shall be construed accordingly
"Requisite Consents"		means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other consents under the 1980 Act and/or the obtaining of consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Self Storage Facility"	Storage	means the self storage facility (Class B8) element of the Development authorised by the Planning Permission and as shown shaded pink on Plans 3, 4 and 5
"Site"		means the land known as 1 Lakeside Drive, London, NW10 7HQ as shown edged red on Plan 1
"TfL"		means Transport for London, the strategic transport authority for London with responsibility for the provision of public transport services within the Council's administrative area
"Varied Planning Permission"	Planning	means any planning permission(s) issued to amend, vary or replace the Planning Permission granted pursuant to section 73 of the 1990 Act from time to time
"Working Day"		means any day of the week other than Saturday Sunday any bank holiday and any public holiday

- 1.2 The Interpretation Act 1978 shall apply to this Deed.
- 1.3 Where referenced in this Deed reference to a Clause paragraph Schedule Recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a Clause paragraph Schedule or Recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.4 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.
- 1.5 The table of contents, clause headings in the body of this Deed, paragraph headings in the Schedules and the titles of plans are for reference purposes only and do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 References in this Deed to the Owner shall include reference to its respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.7 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.8 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.9 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.10 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.11 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.12 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.13 References to the Site include any part of it.
- 1.14 Any notice, notification, consent, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owner shall within 20 (twenty) Working Days upon written request by OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.
- 1.16 Where in this Deed the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents, the Owner shall:-
- 1.16.1 use reasonable endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and

- 1.16.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

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

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to:-

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

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

3. NATURE OF OBLIGATIONS

- 3.1 Subject to Clause 4 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 interest in the Site (as referred to in Recitals (B) and (C)) with the intent that they shall be enforceable by OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

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

4. CONDITIONAL AGREEMENT

- 4.1 This Deed is conditional upon:-

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

save in respect of clauses 7.1, 7.2, 7.3, 8, 9, 10, 12.1.1, 12.1.3, 12.2, 13 and 14 to 22 inclusive and paragraph 2.1 of Schedule 6 which shall come into effect immediately upon completion of this Deed and further save in respect of the planning obligations in this Deed which are required to be satisfied on or prior to Commencement of Development which shall come into effect immediately upon completion of this Deed.

5. **OBLIGATIONS GIVEN BY THE OWNER**

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

6. **OBLIGATIONS OF OPDC**

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

7. **LEGAL COSTS AND MONITORING**

- 7.1 The Owner covenants with OPDC to pay upon completion of this Deed OPDC's reasonable and proper legal costs incurred the preparation, negotiation and completion of this Deed (inclusive of any reasonable legal costs incurred by external lawyers appointed by OPDC).
- 7.2 The Owner covenants with OPDC:-
- 7.2.1 to pay the Monitoring Contribution to OPDC prior to Commencement of the Development; and
- 7.2.2 Not to Commence the Development until the Monitoring Contribution has been paid to OPDC.
- 7.3 The Owner covenants with OPDC to notify OPDC immediately if the Owner has a liquidator, receiver, administrative receiver, administrator, manager or trustee in bankruptcy appointed or a winding up order made or a resolution for voluntary winding up passed or possession taken by or on behalf of any debentures secured by a floating charge or a proposal in respect of the Owner for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or any such appointments, orders, resolutions, possessions or proposals for a voluntary arrangement are threatened.
8. **OWNERSHIP**
- 8.1 The Owner warrants and undertake to OPDC that they are the freehold owner of the Site and has full power to enter into this Deed.
- 8.2 The Owner covenants with OPDC to give OPDC written notice of any change in ownership of any of their interest in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 (twenty) Working Days following the change and to

give details of the transferee's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the disposal relates.

9. NO ENCUMBRANCES

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

10. REGISTRATION

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

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

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

11. RIGHT OF ACCESS

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

12. OWNER TO NOTIFY OPDC

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

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

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

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

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

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

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

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

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

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

13. NOTICES

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

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

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

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

13.2.1 OPDC:-

Director of Planning, Old Oak and Park Royal Development Corporation, One West Point, 7 Portal Way, North Acton, London W3 6RT with a duplicate copy of such notice to be sent by email to planningapplications@opdc.london.gov.uk

13.2.2 The Owner:-

Daniel Cavanagh
FC100 Ltd
33 Welbeck Street
London W1G8EX

Alex Archer –
FC100 Ltd
33 Welbeck Street
London W1G8EX

with a duplicate copy of such notice to be sent by email to – daniel@islp Partners.co.uk and alexarcher@centprov.com

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

14. PAYMENTS

14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of The Head of Development Management and using reference 24/0176/FULOPDC.

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

14.3 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been

previously charged in respect of that contribution OPDC shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15. NO WAIVER

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

16. NO FETTER OF DISCRETION

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

17. INTEREST ON LATE PAYMENT

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

18. INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Index from the date of the planning committee meeting referred to in Recital (E) until the date of each payment (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the Retail Price 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 (excepting always where a sum is Index Linked and the % change in the index is zero, it shall be deemed to be zero) such that indexation pursuant to this Clause shall never result in a sum or value being less than the amount set out in this Deed).

19. LIABILITY UNDER THE DEED

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

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

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

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

19.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

20. **DISPUTES**

- 20.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 (twenty) Working Days of the Dispute arising.
- 20.2 Failing the resolution of any such Dispute within the said 20 (twenty) Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this Clause 20 on the reference of any of the parties to the Dispute.
- 20.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least 10 (ten) years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of 10 (ten) Working Days following a failure of the parties to resolve the Dispute within the period set out in Clause 20.1, then any party may request:-
- 20.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
- 20.3.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
- 20.3.3 if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
- 20.3.4 if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- 20.3.5 if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; and
- 20.3.6 in all other cases, the President of the Law Society to nominate the Expert.
- 20.4 If the Dispute shall relate to matters falling within two or more of Clauses 20.3.1 to 20.3.6 (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 20.3.1 to 20.3.6 (inclusive) to act as joint Experts.
- 20.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties (in the absence of manifest error).
- 20.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 (thirty) Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 20.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 20.7.1 he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;

- 20.7.2 he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in Clause 20.7.1 to make counter-representations;
- 20.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
- 20.7.4 he shall provide the parties with a written decision (including his reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;
- 20.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
- 20.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

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

21. MISCELLANEOUS PROVISIONS

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:-

21.3.1 expires without the Development having been Implemented; or

21.3.2 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 OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.

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

21.9 If OPDC agrees pursuant to a Varied Planning Permission to any variation or release of any condition contained in the Planning Permission (or if any such condition is varied or released following an appeal under section 78 of the 1990 Act) the covenants and provisions of this Deed shall be deemed to bind the Varied Planning Permission and to apply in equal terms to the Varied Planning Permission save where OPDC in their determination of such an application for a Varied Planning Permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the

1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

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.

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

SCHEDULE 1

HIGHWAYS AND TRANSPORT

1. DEFINITIONS

- | | |
|--|---|
| "Highway Reinstatement Works" | means the works being the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to at least the same condition and standards as shown in the Schedule of Highway Condition approved by OPDC pursuant to paragraph 2.1.2 of Schedule 1 |
| "Highway Reinstatement Area" | means the highways, footways and cycleways within the vicinity of the Site, and shown on Plan 2 |
| "Schedule of Highway Condition" | means a schedule of condition relating to the highways, footways and cycle lanes within the Highway Reinstatement Area which shall include but not be limited to: <ul style="list-style-type: none"> (a) the line and level of footways and carriageways; and (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages) |

2. HIGHWAY WORKS

2.1 The Owner shall:

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

2.2 Within 20 (twenty) Working Days of Practical Completion of the Development (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Area), the Owner shall give written notification of such fact to OPDC together with the following information for written approval:

- 2.2.1 a further Schedule of Highway Condition;
- 2.2.2 a proposed specification for the Highway Reinstatement Works in respect of the repair and reinstatement works to the Highway Reinstatement Area; and
- 2.2.3 a proposed programme for the Highway Reinstatement Works referred to in paragraph 2.2.2.

2.3 Following written approval of the information submitted for approval in accordance with paragraph 2.2 by OPDC, the Owner shall carry out the Highway Reinstatement Works.

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

- 2.4.1 the information submitted for approval in accordance with paragraph 2.2 has been approved in writing by OPDC; and
- 2.4.2 the Owner has Practically Completed the Highway Reinstatement Works in accordance with the programme and specification of the Highway Reinstatement Works approved by OPDC pursuant to paragraphs 2.2.2 and 2.2.3 of Schedule 1.

SCHEDULE 2

PUBLIC REALM, GREEN INFRASTRUCTURE AND OPEN SPACE

1. DEFINITIONS

"Green Infrastructure" means the green infrastructure to be shown on the Green Infrastructure and Open Space Strategy and Management Plan (to be submitted and approved in writing by OPDC pursuant to the provisions of this Schedule) within the area shown on Plans 6a and 6b

"Green Infrastructure and Open Space Strategy and Management Plan" means a detailed plan for the delivery, layout, management and maintenance of the Green Infrastructure and Open Space which shall contain details of: the hard and soft landscaping features of the Green Infrastructure and Open Space, including the design, specification, landscaping and boundary treatments and details of any equipment for the Green Infrastructure and Open Space; details of the ongoing operation, management and maintenance of the Open Space and the Green Infrastructure which shall set out:

- (a) full details of the permanent operation, management and maintenance specifications for the Open Space and Green Infrastructure, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained;
- (b) measures to replace any trees, shrubs, grass or other plants (in perpetuity) which may die or become diseased;
- (c) where it is the case that certain areas of the Open Space and Green Infrastructure will be publicly accessible, details of the management of the Open Space and Green Infrastructure to ensure it shall remain available for use in perpetuity (save in respect Permitted Closures);
- (d) details of funding arrangements to ensure that the operation, maintenance and management of the Open Space and Green Infrastructure is funded in perpetuity and that funding shall be sufficient to properly manage and maintain the Open Space and Green Infrastructure and for the avoidance of doubt this shall include details of funding arrangements to cover the periodic costs of replacement and/or refurbishment of features and/or facilities;
- (e) details of any Management Entity; and
- (f) details as to how the Green Infrastructure and Open Space will be managed in line with the Public London Charter and the London Plan Policy D8 (Public Realm) (or any such replacement Policy)

"Healthy Streets and Public Realm Contribution" means the sum of £581,196 (five hundred and eighty one thousand, one hundred and ninety six pounds) (Index Linked) payable by the Owner to OPDC towards the costs of improvement works within the vicinity of the Site, including for the improvement works to the pedestrian bridge linking between the Site and the London Underground station (Masons Green Lane)

"Management Entity" either a company (including a management company) trust or other body established or appointed by the Owner (and approved in writing by

OPDC) to operate, manage and maintain the Open Space and Green Infrastructure in perpetuity

"Open Space"

means the areas of land to be shown on the Green Infrastructure and Open Space Strategy and Management Plan (to be submitted and approved in writing by OPDC pursuant to the provisions of this Schedule) which are to be laid out within the Site as areas of open space in accordance with details to be submitted and approved in writing by OPDC pursuant to the provisions of this Schedule

"Permitted Closure"

means temporary closure of any area of Open Space or the Green Infrastructure (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Open Space or Green Infrastructure in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Open Space or Green Infrastructure
- (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
- (e) any other closure not covered by the above in relation to which OPDC's prior written Approval has been obtained

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

2. PROVISION OF OPEN SPACE AND GREEN INFRASTRUCTURE

- 2.1 The Owner shall submit a Green Infrastructure and Open Space Strategy and Management Plan to OPDC for approval prior to Commencement of Development and shall not Commence Development until the Green Infrastructure and Open Space Strategy and Management Plan has been submitted to and approved by OPDC.
- 2.2 The Owner shall Practically Complete the Green Infrastructure and Open Space in strict accordance with the Green Infrastructure and Open Space Strategy and Management Plan to OPDC's satisfaction prior to First Occupation and the Development shall not be First Occupied until the Open Space and the Green Infrastructure are so completed.
- 2.3 The Owner covenants with OPDC to operate, manage and maintain the Open Space and the Green Infrastructure in accordance with the approved Green Infrastructure and Open Space Strategy and Management Plan in perpetuity or until such time as the freehold of the Open Space and the Green

Infrastructure is transferred (as necessary) to a Management Entity who shall thereafter become responsible and liable for the operation, management and maintenance of the Open Space and the Green Infrastructure in accordance with the approved Green Infrastructure and Open Space Strategy and Management Plan in perpetuity in accordance with this paragraph as successor in title.

3. HEALTHY STREETS AND PUBLIC REALM CONTRIBUTION

- 3.1 The Owner shall pay the Healthy Streets and Public Realm Contribution to OPDC in the following instalments:

3.1.1 50% prior to Commencement of Development; and

3.1.2 50% prior to First Occupation of the Hotel.

- 3.2 The Owner further covenants that:

3.2.1 it shall not Commence the Development until 50% of the Healthy Streets and Public Realm Contribution has been paid to OPDC; and

3.2.2 it shall not First Occupy the Hotel until the remaining 50% of the Healthy Streets and Public Realm Contribution has been paid to OPDC.

SCHEDULE 3

TRAVEL PLAN

1. DEFINITIONS

"Framework Travel Plan"	Travel	means the travel plan to be submitted to OPDC for approval pursuant to paragraph 2.1 of this Schedule which shall: (a) promote sustainable modes of transport and discourage use of single car occupancy by occupiers and visitors to the Development; (b) include the information and measures set out at paragraph 3 of this Schedule; and (c) be in accordance with and expand upon the travel plan prepared by RPS Group with document reference "TRP-00137-03. Version 1. Dated 21 October 2024." submitted with the Planning Application and titled "Travel Plan"
"Modal Split Targets"		means the modal split targets identified in the approved Framework Travel Plan
"Sustainable Transport Measures"		means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Monitoring"	Plan	means monitoring of the approved Framework Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: - (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development.
"Travel Monitoring Period"	Plan	means from First Occupation until 5 (five) years after First Occupation
"Travel Monitoring Officer"	Plan	means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Framework Travel Plan
"Travel Monitoring Report"	Plan	means a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of (i) First Occupation (in the case of the first such report) or (ii) the previous Travel Plan Monitoring Report (in the case of subsequent reports) and such report shall include:- (a) details of trip generation rates;

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

2. SUBMISSION OF FRAMEWORK TRAVEL PLAN

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

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

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

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

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

3. CONTENTS OF FRAMEWORK TRAVEL PLAN

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

- 3.1.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 3.1.2 include a specimen welcome pack for all for tenants, employees and customers of (and visitors to) the Development;
- 3.1.3 contain clear commitments to measures aimed at:
 - (a) providing and promoting public transport information (for example, maps, routes and timetables);

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

4. REVIEW OF FRAMEWORK TRAVEL PLAN

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

5. MODAL SPLIT TARGETS

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

6. TRAVEL PLAN MONITORING CONTRIBUTIONS

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

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

SCHEDULE 4

EMPLOYMENT, TRAINING AND SKILLS

1. DEFINITIONS

"Affordable Workspace Contribution"	means the sum of £49,150.80 (forty nine thousand, one hundred and fifty pounds and eighty pence) (Index Linked) to be used towards the provision of off-site affordable workspace
"Apprenticeship"	means a work based training programme which combines employment with learning and training and leads towards a nationally recognised qualification for the apprentice and can be aimed at different levels and operates within the applicable 'National Apprenticeship Service' guidelines and "Apprentice" shall be construed accordingly
"Construction Phase"	means the period from the Implementation Date to the date of Practical Completion of the Development
"Employment, Training and Skills Contribution"	means the sum of £211,425 (two hundred and eleven thousand, four hundred and twenty five pounds) (Index Linked) to support employment, training and skills (including off-site skills and training centres) and local supply chain initiatives
"Fit Out Works"	means works beyond Practical Completion to fit out and decorate any Building forming part of the Development
"London Living Wage"	means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save
"Local Business"	means any business, trade, service, profession or industry whose established place of business is within the LBB, LBE and/or LBHF
"Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase and Fit Out Works)"	means a management plan for the Construction Phase and Fit Out Works of the Development to be submitted to OPDC in accordance with this Schedule 4 which sets out the partnership arrangements regarding how the Owner and their contractors and sub-contractors will work with OPDC 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; and (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)"	means a management plan relating to the operational phase of the Development to be submitted to OPDC in accordance with this Schedule 3 which sets out the partnership arrangements regarding how the Owner and its tenants will work with the OPDC, LBE, LBHF, LBB and any local employment or training agencies, such arrangements to include: (a) regular reporting and review mechanisms; (b) a methodology for vacancy sharing for the purpose of recruiting Local Residents for a period of at least 10 Working Days;

- (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates; and
- (d) plans for using reasonable endeavours to provide that a minimum of 12 end user jobs for the operational phase of the Development employ Local Residents.

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

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

"Work Placement" means a placement for a maximum of 6 months (and such 6 month period shall not be required to be a consecutive period) whereby the placement worker is paid (and where reasonably practicable is paid the London Living Wage)

2. EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTION

2.1 The Owner shall:

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

3. LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (CONSTRUCTION PHASE AND FIT OUT WORKS)

3.1 The Owner shall:

- 3.1.1 submit the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase and Fit Out Works) to OPDC for written approval prior to the Commencement of the Development;
- 3.1.2 not Commence Development until the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase and Fit Out Works) has been approved in writing by OPDC; and
- 3.1.3 implement and comply at all times with the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase and Fit Out Works), subject to such amendments as may be agreed in writing with OPDC from time to time.

4. LOCAL PROCUREMENT

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

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

- 4.1.2 show all opportunities for contracted and sub-contracted supplies and services.
- 4.2 The Owner shall use reasonable endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Phase and Fit Out Works shall be no less than 10% (ten per cent) of the total value of the goods and services procured.
- 4.3 The Owner shall report the value of all orders placed with Local Businesses to OPDC on the completion of the tendering stage for construction of the Development.
- 4.4 The Owner shall upon written request provide OPDC with written evidence of their compliance with the provisions of this paragraph 4.

5. APPRENTICESHIPS AND WORK PLACEMENTS

- 5.1 The Owner shall use reasonable endeavours to employ not less than 27 (twenty seven) construction trade apprentices during the Construction Phase and Fit Out Works with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2.
- 5.2 Each apprentice employed pursuant to paragraph 5.1 shall be:-
 - 5.2.1 a Local Resident;
 - 5.2.2 employed for a period of not less than 52 weeks and paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub-contract the Owner shall ensure the continuation of the relevant apprenticeship elsewhere on the Development;
 - 5.2.3 supported through paid day release to undertake relevant training; and
 - 5.2.4 provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.
- 5.3 The Owner shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 5.
- 5.4 where the programme of works for the Construction Phase and/or Fit Out Works 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:
 - 5.4.1 the use of an established Apprenticeship training agency to bring apprentices onto the site of the Development for a defined period.
 - 5.4.2 apprenticeships for business administration or office-based roles which might be applicable.
 - 5.4.3 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.
- 5.5 The Owner shall use reasonable endeavours to provide 26 (twenty six) paid Work Placements during the Construction Phase and Fit Out Works.

6. AFFORDABLE WORKSPACE CONTRIBUTION

- 6.1 The Owner shall:
 - 6.1.1 pay the Affordable Workspace Contribution prior to First Occupation of the Self Storage Facility; and

- 6.1.2 Not First Occupy the Self Storage Facility until the Affordable Workspace Contribution has been paid in full to OPDC.

7. LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (OPERATIONAL PHASE)

7.1 The Owner shall:

- 7.1.1 submit the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for written approval prior to Occupation of the Development;
- 7.1.2 not Occupy the Development until the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) has been approved in writing by OPDC;
- 7.1.3 use reasonable endeavours to provide that a minimum of 12 end user jobs for the Operational Phase of the Development employ Local Residents at not less than London Living Wage; and
- 7.1.4 implement and comply at all times with the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase), subject to such amendments as may be agreed in writing with OPDC from time to time.

7.2 The Owner shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 7.

SCHEDULE 5

ENERGY AND SUSTAINABILITY

1. DEFINITIONS

"Air Quality Contribution"	Monitoring means the sum of £52,836 (fifty two thousand and eight hundred and thirty six pounds) (Index Linked) payable by the Owner to OPDC towards the costs of delivery of air quality monitoring technology within the vicinity of the Site, collection and analysis of the data and ongoing maintenance of the equipment
"Building"	means the building referred to in the definition of "Development"
"Carbon Offset Contribution"	means the sum equivalent to £2,850 (two thousand eight hundred and fifty pounds) per tonne of carbon (being £95 per tonne of carbon over 30 (thirty) years) shortfall in carbon emission savings as identified by the CO ² Audit
"CO ² Audit"	means an audit of the CO ² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
"Defects Liability Period"	means such period of time following Practical Completion of the Building in which a contractor may remedy defects as may be included in the building contract for the Building
"District Heating Network"	means an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site
"Energy Performance Monitoring"	means monitoring of the energy performance of the completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance)
"Energy Performance Monitoring Period"	means a period of not less than 5 (five) years commencing on the date of First Occupation
"Energy Performance Monitoring Report"	means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
"Future Proofing Measures"	means future proofing measures within the Development including but not limited to: (a) installation of sufficiently sized external buried pipework in identified distribution routes to enable connection to a District Heating Network;

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

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

2. DECENTRALISED ENERGY

2.1 The Owner covenants with OPDC that the Development:

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

2.2 The Owner covenant with OPDC:

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

3. CARBON OFF-SET CONTRIBUTION

3.1 Prior to Practical Completion of the Development:-

- 3.1.1 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; and

- 3.1.2 upon written approval of OPDC the Owner shall commission the CO² Audit and give written notification of such fact to OPDC.
- 3.2 Upon completion of the CO² Audit and prior to First Occupation of the Development the CO² Audit shall be submitted to OPDC for written approval, and the Owner will pay the Carbon Offset Contribution to OPDC within 20 (twenty) Working Days of submission of OPDC's approval of the CO² Audit.
- 3.3 The Owner shall not First Occupy any of the Development until the CO² Audit has been approved by OPDC and any Carbon Offset Contribution has been paid in full to OPDC.
4. **AIR QUALITY MONITORING CONTRIBUTION**
- 4.1 The Owner shall:
- 4.1.1 pay the Air Quality Monitoring Contribution prior to First Occupation of the Hotel; and
- 4.1.2 Not First Occupy the Hotel until the Air Quality Monitoring Contribution has been paid in full to OPDC.
5. **BE SEEN**
- 5.1 The Development shall not be Occupied until the Owner has provided updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the Building, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform ([Be Seen As-built Stage webform | London City Hall](#)). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). The Owner shall prepare and submit to OPDC for approval an Energy Performance Monitoring Report by no later than 2 weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.
- 5.2 Upon the first anniversary of the date of First Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators for the Building as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform ([Be Seen As-built Stage webform | London City Hall](#)). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
- 5.3 In the event that the 'In-use stage' evidence submitted under paragraph 4.2 shows that the 'As-built stage' performance estimates derived from paragraph 4.1 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in paragraph 4.2 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.

SCHEDULE 6

DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
"Architect"	means GRID Architects, 128 Southwark Street, London, SE1 0SW.
"Design Monitoring Cost"	means the monies paid in accordance with paragraph 3.2.2 of this Schedule 6 to meet OPDC's reasonable costs incurred in monitoring the design quality of the Development as details drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the details of the design team who were involved in the preparation of these details (the "**Design Team Statement**");
- 2.1.1 an application for a S96A Amendment; and
 - 2.1.2 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 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 provision of this Schedule 6.

3. DESIGN MONITORING COSTS

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

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

3.1.2 the Owner appoints an alternative architect to oversee the delivery of the Development in place of the Architect otherwise than in accordance with the provisions of paragraph 3.1.1 of this Schedule but in which case the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule become payable.

3.2 If the Architect (or any alternative architect appointed pursuant to paragraph 3.1.1 of this Schedule 6) ceases to be retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 of this Schedule and overseeing the construction of the Development) and OPDC's consent to any such alternative architect is not obtained, the Owner shall:

3.2.1 notify OPDC of such non-retention within 5 Working Days of that event being confirmed; and

3.2.2 pay to OPDC (in the case where paragraph 3.1.2 of this Schedule applies) within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:

(a) such costs may relate either to staff employed directly by OPDC or third party consultants retained by OPDC;

(b) OPDC may make more than one demand for payment of Design Monitoring Costs; and

(c) when OPDC notifies the Owner of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed breakdown setting out how the amount has been calculated and how such monies will be spent

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

4. RESTRICTION ON DEVELOPMENT

4.1 No further works on the Development shall be carried out if OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 3.2 of this Schedule 6 when they become due.

4.2 No Development shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Architect appointed (or any architect appointed pursuant to paragraph 3.1.1 of this Schedule 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.

4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by OPDC, such agreement not to be unreasonably withheld or delayed.

SCHEDULE 7

COMMUNITY BENEFITS

1. DEFINITIONS

"Community Benefits Scheme"	means the written scheme prepared by the Owner to be approved by OPDC that sets out how the Local Community will benefit from the Community Access Areas within the Development, and shall as a minimum include: (a) how the Owner will ensure that the Community Access Areas will be utilised for use by the Local Community and how the Owner will develop long term working relationships with the local organisations to promote their use (b) the methods the Owner will use to publicise and market the Community Access Areas for use by the Local Community including details of the membership options (to be provided at a minimum discount of 30%) (c) in respect of the co-working space and multi-function space, details of the set up of the space, including: the details of screens/projectors, number of desks, break out rooms/meeting rooms (d) in respect of the multi-function space, details of the booking system including making it available to the Local Community free of charge during a specified number of hours a week (without membership) (e) how the Owner will manage and maintain the Community Access Areas to ensure they are utilised by the Local Community, including a strategy for periodic review and reporting to OPDC
"Community Access Areas"	means the co-working space, multi-function space, gym/wellness facilities and lounge within the Development that shall be accessible to the Local Community on a membership basis at a minimum discount of 30% in accordance with the Community Benefits Scheme
"Local Community"	means local residents whose permanent residence is within 1 (one) mile radius of the Site

2. COMMUNITY BENEFITS SCHEME

- 2.1 Prior to Commencement of Development the Owner shall submit the Community Benefits Scheme for the written approval of OPDC.
- 2.2 The Owner shall not Commence any part of the Development until the Community Benefits Scheme has been approved in writing by OPDC.
- 2.3 The Owner shall thereafter comply with the terms of the Community Benefits Scheme for the lifetime of the Development.



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

Emma Williams
.....
Authorised Officer

EMMA WILLIAMS
Name (BLOCK)

DIRECTOR OF PLANNING
Position

C. O'Brien
.....
Authorised Officer

CLAIRE O'BRIEN
Name (BLOCK)

*HEAD OF PLANNING - DEVELOPMENT
MANAGEMENT*
Position

EXECUTED as a DEED by FC100 acting by :

Daniel Cavanagh

.....
Name of Director

a director, in the presence of:

Witness Name: Mandy Mellet
.....

Witness Address: C/o 33 Welbeck Street,
..... London, W1G 8EX

Witness Occupation:
Office Manager
.....

DocuSigned by:

Daniel Cavanagh
.....
Signature of Director

APPENDIX 1

PLAN 1 – SITE PLAN

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Plan 1



1999



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GRID

1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439
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100

Fluid Name	Leakage Time
Water	10 min
Oil	15 min
Acid	20 min
Alkaline	25 min
Gas	30 min
Solvent	35 min
Corrosive	40 min
Flammable	45 min
Toxic	50 min
Radioactive	55 min
Biological	60 min
Chemical	65 min
Electrical	70 min
Mechanical	75 min
Thermal	80 min
Acoustic	85 min
Optical	90 min
Magnetic	95 min
Gravitational	100 min

2000

Submitted by _____	Received by _____
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Training No.	Session
1. 10. 2010 to 10. 11. 2010	P01

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 性别: _____
 年龄: _____
 职业: _____
 住址: _____
 电话: _____
 邮编: _____
 电子邮箱: _____

—Downloaded by

Daniel Courage

— *English text*

Mrs. M. M. Mallet

1984-1985

(Signature)

PLAN 2 – HIGHWAY REINSTATEMENT AREA

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NOTES

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3. This drawing is to be read in conjunction with all relevant scheme drawings.

Plan 2

FOR
INFORMATION
ONLY

No	Description	Rev	Date
1	Issue Issued	AJ	10/10/09

rps
RPS GROUP
A TITINA TRIST COMPANY

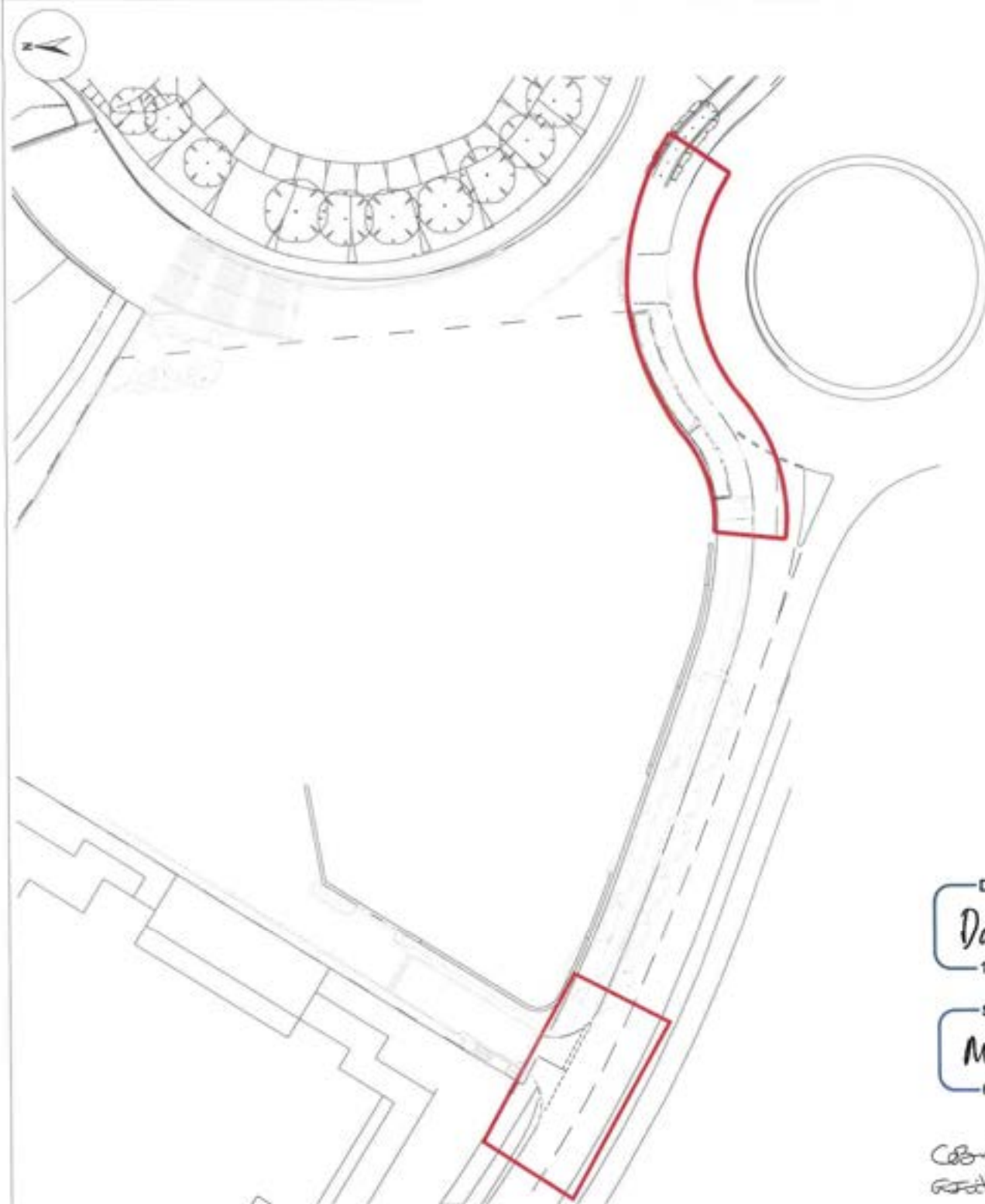
20 Fawcett Street, London EC6A 4UD
T: +44(0)20 7611 0000 E: enquiries@rpsgroup.com

Client FC100 Limited

Project FC100 Lakeside Drive

Title Highway Reinstatement Area

Status: Drawn By: AJ
 RE-COMMATION: JC
 Project Number: Scale @ A3: 2800/2525
 TRF-00137 1:500
 RPS Drawing Number: 794-PUN-TRF-00137-DR-011
 Rev: A

rpsgroup.com

Scale 1:500
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DocuSigned by:

Daniel Canano

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Signed by:

Mandy Mellet

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Canano
 Mellet

PLAN 3 – LOWER BASEMENT FLOOR

PLAN 4 – BASEMENT FLOOR

PLAN 5 – GROUND FLOOR

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Plan 4



Key
 Self Storage
 Hotel



Project Name
 S108

GRID

Client
 PCDC

Project Name
 1. Laramie Drive

Location
 811 North 10th Street, Reno, NV

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Scale
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Scale
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Designed by:
 Daniel Cavanagh
 10101 10th Street, Reno, NV

Drawn by:
 Mandy Mellet
 10101 10th Street, Reno, NV

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Legend	
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Site Boundary - 1000' Buffer	

Plan 6b



GRID

GRID

GRID

Project Name	GRID
Project Number	GRID-001
Project Location	GRID
Project Date	GRID
Project Status	GRID
Project Owner	GRID
Project Manager	GRID
Project Designer	GRID
Project Engineer	GRID
Project Architect	GRID
Project Planner	GRID
Project Surveyor	GRID
Project Contractor	GRID
Project Installer	GRID
Project Maintainer	GRID
Project Operator	GRID
Project User	GRID
Project Support	GRID
Project Training	GRID
Project Documentation	GRID
Project Communication	GRID
Project Collaboration	GRID
Project Innovation	GRID
Project Creativity	GRID
Project Problem Solving	GRID
Project Decision Making	GRID
Project Risk Management	GRID
Project Quality Management	GRID
Project Cost Management	GRID
Project Time Management	GRID
Project Resource Management	GRID
Project Stakeholder Management	GRID
Project Team Management	GRID
Project Leadership	GRID
Project Management	GRID

Designed by:
Daniel Cavanagh
Reviewed by:
Mandy Mellet



PLANS 6a and 6b – GREEN INFRASTRUCTURE

APPENDIX 2



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
FC100 Ltd
100 Pall Mall
London
SW1Y 5NQ

Agent
Miss Elisha Robjant
DP9
100 Pall Mall
London
SW1Y 5NQ

Part I - Particulars of Application

Date of Application: 28-October-2024

Application No: 24/0176/FULOPDC

Proposal: Change of use of the existing building from office (Class E) to a hotel (Class C1) with ground floor ancillary uses, change of use of the basement to a self-storage use (Class B8) with associated car parking, bicycle pavilion, landscaping, external alterations to the building, installation of a pergola at the southern entrance of the building and associated works.

Location: 1 Lakeside Drive, London, NW10 7HQ

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 Number	Date
Location Plan	PL-001. Rev P01.	21.10.2024
Site Plan.	PL-002. Rev P01.	21.10.2024
Level 00 - Existing	PL-050. Rev P01.	21.10.2024
Level 01 - Existing	PL-051. Rev P01.	21.10.2024
Level 02 - Existing	PL-052. Rev P01.	21.10.2024
Level 03 - Existing	PL-053. Rev P01.	21.10.2024
Level 04 - Existing	PL-054. Rev P01.	21.10.2024
Level 05 - Existing	PL-055. Rev P01.	21.10.2024
Level 06 - Existing	PL-056. Rev P01.	21.10.2024
Roof Plan – Existing	PL-057. Rev P01.	21.10.2024
Upper Roof Plan – Existing	PL-058. Rev P01.	21.10.2024
Basement – Existing	PL-048. Rev P01.	21.10.2024
Lower Ground Floor - Existing	PL-049. Rev P01.	21.10.2024
Elevations North and South – Existing	PL-200. Rev P01.	21.10.2024
Elevations East and West – Existing	PL-201. Rev P01.	21.10.2024
Internal Elevations - Existing	PL-202. Rev P01.	21.10.2024
Level 00 - Proposed	PL-100. Rev P03.	13.02.2025
Level 01 - Proposed	PL-101. Rev P02.	13.02.2025
Level 02 - Proposed	PL-102. Rev P01.	21.10.2024

Level 03 - Proposed	PL-103. Rev P01.	21.10.2024
Level 04 - Proposed	PL-104. Rev P02.	13.02.2025
Level 05 - Proposed	PL-105. Rev P02.	13.02.2025
Level 06 - Proposed	PL-106. Rev P02.	13.02.2025
Roof Plan - Proposed	PL-107. Rev P01.	21.10.2024
Upper Roof Plan – Proposed	PL-108. Rev P01.	21.10.2024
Basement – Proposed	PL-098. Rev P01.	21.10.2024
Lower Ground Floor – Proposed	PL-099. Rev P01.	21.10.2024
Elevations North and South – Proposed	PL-250. Rev P02.	13.02.2025
Elevations East and West – Proposed	PL-251. Rev P01.	21.10.2024
Internal Elevations - Proposed	PL-252. Rev P01.	21.10.2024
Self-Storage Office Elevations	PL-400. Rev P01.	21.10.2024
Bike Store Pavillion	PL-401. Rev P01.	21.10.2024
Bike Store Pavillion	PL-402. Rev P01.	21.10.2024
Level 00 – Landscape Plan	PL-500. Rev P02.	04.02.2025
Roof Plan – Landscape Plan	PL-507. Rev P01.	21.10.2024
Lower Ground Floor – Landscape Plan	PL-499. Rev P01.	21.10.2024

Document Title	Prepared By	Date
Cover Letter	DP9	25 October 2025
Planning Statement	DP9	October 2024
Operational Management Plan		
Design and Access Statement	GRID	
Lifecycle Carbon Assessment	Circle	22 October 2024
Sustainability Statement incorporating BREEAM Pre-Assessment	Envision	22 October 204
Statement of Community Involvement	Kanda	October 2024
Operational Waste Management Strategy	RPS Group	16 October 2024
Noise Impact Assessment	Heyda Acoustics	15 October 2024
Foul and Surface Water Drainage Strategy	Cube Consulting Engineers	21 October 2024
Flood Risk Assessment	Cube Consulting Engineers	21 October 2024
Energy Statement including Overheating Assessment	Taylor Project Services LLP	October 2024

Economic Benefit Statement	Trium	October 2024
Hotel Demand Study	GeraldEve	
Framework Travel Plan	RPS Group	21 October 2024
Construction Management Plan	Legendre UK	24 October 2024
Circular Economy Statement	Envision	23 October 2024
CCTV Drainage Survey Scope	Cube Consulting Engineers	07 October 2024
Biodiversity Net Gain Assessment	Tunley Environmental	21 October 2024
Air Quality Assessment	RPS Group	18 October 2024
Delivery and Servicing Plan	RPS Group	21 October 2024
Outline Construction Logistics Plan	RPS Group	23 October 2024
Healthy Streets Transport Assessment	RPS Group	21 October 2024
Fire Strategy	Affinity	21 October 2024

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
Hotel (Use Class C1) including ancillary facilities	• 18,467sqm • 429 hotel rooms
Self Storage Facility (Use Class B8)	• 7,951sqm

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

4. Construction and Environmental Management Plan – Prior to commencement

No development shall commence until an updated Construction and Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London and the relevant Highways 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 through an Air Quality and Dust Management Plan (AQDMP) having regard to the mitigation measures set out in the Air Quality Assessment (18 October 2024)) hereby approved, and of the requirements of the GLA's Control of Dust and Emissions during Construction and Demolition SPG;

- iv) parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);
- v) arrangements to demonstrate how the construction will not impede the construction of the HS2 works;
- vi) arrangements to manage construction traffic through a construction traffic management plan;
- vii) arrangements to minimise the potential for noise and vibration disturbance, taking account of the mitigation measures and best practice measures outlined in the Noise Impact Assessment (NIA) (dated 15 October 2024);
- viii) locations for loading/unloading and storage of plant and materials used in constructing the development;
- ix) details showing the siting, design and maintenance of security hoardings;
- x) wheel washing facilities and measures to control the emission of dust and dirt during construction;
- xi) site lighting details;
- xii) site drainage control measures;
- xiii) details of biodiversity and arboricultural mitigation measures;
- xiv) membership of the Considerate Constructors Scheme; and
- xv) details of cranes and other tall construction equipment (including details of obstacle lighting).
- xvi) details of proposed sustainable transport measures for contractors and parking details for essential journeys to

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

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties, and to support ecology/retention of trees, and to ensure that the site does not obstruct air traffic movements or impede the effective operation of air traffic navigation transmitter systems in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity and safeguarding', D14 'Noise', G6 'Biodiversity and access to nature', and G7 'Trees and woodlands' and OPDC Local Plan (2018-2038) Policies T7 'Freight, Servicing and Deliveries' and T8 'Construction', EU5 'Noise and Vibration' and EU2 'Urban Greening and Biodiversity'.

5. Fire Strategy – Prior to commencement

No development shall commence until a Fire Strategy Report, produced by competent and suitably qualified fire safety engineers, has been submitted to and approved in writing by the Local Planning Authority, in consultation with the London Fire Brigade as part of the Building Control approval for the development to demonstrate compliance with Part B of Schedule 1 to the Building Regulations 2010 (as amended).

The development shall be carried out in accordance with the approved details. The fire safety measures contained in the Fire Strategy shall be maintained for the lifetime of the development.

Reason: To ensure compliance with the Building Regulations with respect to fire safety and to maintain the fire safety considerations in the London Plan (2021) Policy D12 'Fire Safety'.

6. Site Waste Management Plan – Prior to commencement

No development shall commence until an updated site waste management plan has been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved site waste management plan.

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

7. Construction Logistics Plan – Prior to commencement

No development shall commence until a detailed Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority, in accordance with relevant Transport for London guidance and in consultation with Transport for London and the relevant Highways Authority. The CLP shall include, but not be limited to, the following details (where appropriate):

- 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) measures to taken to ensure pedestrian and cycle safety along Lakeside Drive;
- vi) use of logistics and consolidation centres;
- vii) re-use of materials on-site;
- viii) a commitment to collaborate with other sites in the area;
- ix) use of rail;
- x) implementation of a staff travel plan;
- xi) 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
- xii) compliance with the Construction Logistics Strategy for the wider OPDC area, if available.

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

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

8. Hard and Soft Landscaping – Prior to commencement of relevant works

Prior to the commencement of relevant works, full details of the hard and soft landscaping for 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 shrub and tree planting across the site;
- iii) details of biodiversity enhancements including how the development meets the target UGF score;
- iv) details of all signage;
- v) details of a wayfinding strategy/signage including the pedestrian/cycle route to the cycle store;
- vi) details of all external lighting;
- vii) a landscaping maintenance and management plan.

The landscaping scheme shall be carried out in accordance with the agreed details prior to any part of the development being brought into use and thereafter shall be maintained for the lifetime of the development

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', D8 'Public Realm', 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'.

9. Cycle Parking and Storage – Prior to occupation

Prior to occupation of the corresponding part of the development, 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 in consultation with Transport for London.

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, unless otherwise agreed in writing. 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'.

10. Delivery and Servicing Plan – Prior to occupation

No part of the development shall be brought into use until a full Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London. The DSP shall be prepared in line with TfL guidance with the aim to manage and minimise the impact of delivery and servicing movements on the transport network.

The Delivery and Servicing Plan shall include, but not be limited to, the following details:

- i) deliveries to the site, including the size and type of vehicles and when they will access the site;
- ii) measures to reduce vehicle movements;
- iii) the routing of delivery/servicing vehicles including swept-path analysis, with particular consideration given to the refuse loading area for the north tower to ensure that vehicle loading/collection does not create conflict with pedestrians/cycles nor impede the shared pedestrian/cycle route to the north of the site;
- iv) dedicated areas for the loading/unloading of vehicles; and
- v) exploration of further consolidation of delivery and servicing vehicles visiting the site.

The approved Delivery and Servicing Plans 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'.

11. Parking Design Management Plan – Prior to occupation

Prior to the occupation of the development, details of a parking design management plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include details of coach parking arrangements. The approved management plan shall thereafter be maintained for the lifetime of the development.

Reason: To ensure that the resulting parking arrangements do not adversely impact on the amenity of the area, and in accordance with London Plan (2021) Policy T1 'Strategic approach to transport, and Policy T6 'Car parking' and OPDC Local Plan (2018-2038) Policy T4 'Parking'.

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

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

13. BREEAM Review Report – Prior to commencement

No development shall commence until a BREEAM review report with a target of achieving an 'Excellent' rating shall be submitted to and approved in writing by the local planning authority.

Following this, within six months of the date of first occupation of the hotel, a BREEAM Certificate confirming the scheme has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the Local Planning Authority.

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

14. External Lighting Strategy – Prior to occupation

Prior to the occupation of the development, a lighting strategy to address all external lighting across the development including a lux plan and any CCTV scheme shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

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

15. Circular Economy Post-Construction Assessment – 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, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to occupation of the development.

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

16. Ventilation/Extraction System – Prior to occupation of the hotel

Prior to the occupation of the hotel, details of a ventilation/extraction system from the kitchen serving the café/bar and event space, shall be submitted to and approved in writing by the local planning authority. The approved system shall be installed in full accordance with the approved details before any of the units are brought into use and maintained thereafter.

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

17. Hotel management plan – Prior to commencement of the hotel use

A Hotel Management Plan shall be submitted to and approved by the Local Planning Authority prior to the hotel use first commencing. The management plan shall contain details of:

- Servicing and delivery times/arrangements;
- Measures to protect the amenity of neighbouring residents;
- Security arrangements including any proposed CCTV and security lighting;
- Capacity (of each of the ancillary uses);
- Visitor Accommodation Operation including arrangements for monitoring the length and frequency of stays by individual guests;
- Private hire functions;
- An accessibility strategy;
- Coach parking arrangements; and
- Any other relevant operation of the site.

The hotel shall be operated in accordance with the approved Hotel Management Plan for the lifetime of the development.

Reason: To safeguard the amenity of neighbouring residents and to ensure compliance with London Plan (2021) Policy E10 'Visitor Infrastructure' and OPDC Local Plan (2018-2038) Policy TCC9 'Visitor Accommodation.'

18. Hotel Use - Compliance

The development hereby approved shall be used under Use Class C1 only, without the prior written permission of the Local Planning Authority, with the exception of the B8 space as detailed within the approved plans which may be used for those purposes.

Reason: To ensure the development operates in accordance with the uses for which it is intended and accords with London Plan (2021) Policy E10 'Visitor Infrastructure' and OPDC Local Plan (2018-2038) Policy TCC9 'Visitor Accommodation'

19. Restrict use class – Self-storage – Compliance

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), the floorspace attributed to the Self-Storage Centre on the Basement and Lower Ground Floor plans hereby approved shall only be used as a self-storage facility and not for any other use, including any other use within Class B8 of the Town and Country Planning (Use Classes) Order 1987 (as amended) (or any equivalent class in any order that may replace it)

Reason: Alternative uses may give rise to greater/unacceptable impacts which have not been assessed and to safeguard the amenities of neighbouring occupiers and the general locality in accordance with London Plan (2021) Policy D13 'Agent of Change and OPDC Local Plan (2018 – 2038) Policy SP2 'Good Growth'.

20. Noise Mitigation Measures – Compliance

Details of the noise mitigation measures identified within the Noise Impact Assessment (dated 15 October 2024), shall be submitted to and approved in writing by the Local Planning Authority. The identified operating plant noise of 50dB shall not be exceeded.

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

21. Energy Strategy - Compliance

The development hereby approved shall be implemented in accordance with the Energy Strategy (dated October 2024), or as otherwise agreed in writing with the Local Planning Authority. Within 3 months following practical completion of the development, a post completion verification report, shall be submitted to and approved in writing by the Local Planning Authority to confirm that all of the approved energy efficiency and sustainability measures have been implemented.

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

22. Accessibility – Compliance

No fewer than 10% of the hotel bedrooms hereby approved shall be wheelchair accessible and shall be retained as such for the lifetime of the development.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2021) Policy E10 'Visitor Infrastructure', and OPDC Local Plan (2018-2038) Policy TCC9 'Visitor Accommodation'.

23. SuDS and Drainage Strategy – Compliance

The development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment (dated 21 October 2024) and Foul and Surface Water Drainage Strategy (dated 21 October 2024) or as otherwise agreed in writing with the Local Planning Authority, and this approved report shall thereafter be maintained for the lifetime of the development.

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

24. Ancillary Facilities Hours of Operation – Compliance

Non-hotel guests shall not be permitted to use the hotel lounge, games room, co-working space, event space, cafe/bar or gym and wellness facilities:

- Before 06:00 or after 23:00 Monday to Saturday (excluding public holidays); and;
- Before 07:00 or after 23:00 on Sundays and public holidays

Reason: To protect the amenity of the local area in accordance with Local Plan Policy D5 'Amenity', and reduce the risk of noise or disturbance for local residents in accordance with Local Plan Policy TCC10 'Night-time Economy'.

25. Public access to cafe bar – Compliance

The cafe bar shown on the lower ground floor plan hereby approved must be open to members of the general public (whether or not they are guests at the hotel) and shall not be used for any other use.

Reason: to ensure an appropriate mix of uses within the scheme and to provide an amenity for the local community.

26. Electric Vehicle Charging Points – Compliance

Active electric vehicle charging points (EVCP) shall be provided for all car parking spaces. The EVCPs shall be constructed and marked out and the charging points installed prior to occupation and thereafter retained permanently to serve the vehicles of occupiers.

Reason: To encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2021) Policies T6.2 'Office Parking' and T7 'Deliveries, servicing and construction' and OPDC Local Plan (2018-2038) Policy T4 'Parking'.

27. Use of level 06 terraces - Compliance

No outdoor cooking equipment shall be installed and no amplified music shall be played on the level 06 roof terraces.

Reason: To protect the amenity of the local area in accordance with Local Plan Policy D5 'Amenity', and reduce the risk of noise or disturbance for local residents in accordance with Local Plan Policy TCC10 'Night-time Economy'.

Informatives

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. You are 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;
- Not at all on Sundays, bank holidays and public holidays.

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).