

DATED 26 March 2025

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) HE4 N1 PARK ROYAL 1 LIMITED

(3) HE4 N2 PARK ROYAL 1 LIMITED

**DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND ALL
OTHER POWERS ENABLING RELATING TO
LAND AT 17 WESTERN ROAD, LONDON NW10
7LT**



Pinsent Masons

CONTENTS

	Page
1 DEFINITIONS AND INTERPRETATIONS	3
2 LEGAL BASIS	7
3 NATURE OF OBLIGATIONS	7
4 CONDITIONAL AGREEMENT	7
5 OBLIGATIONS GIVEN BY THE OWNERS	7
6 OBLIGATIONS OF OPDC	7
7 LEGAL COSTS AND MONITORING	8
8 OWNERSHIP	8
9 NO ENCUMBRANCES	8
10 REGISTRATION	9
11 RIGHT OF ACCESS	9
12 DEVELOPER AND OWNERS TO NOTIFY OPDC	9
13 NOTICES	10
14 PAYMENTS	10
15 NO WAIVER	10
16 NO FETTER OF DISCRETION	11
17 INTEREST ON LATE PAYMENT	11
18 INDEXATION	11
19 LIABILITY UNDER THE DEED	11
20 DISPUTES	11
21 MISCELLANEOUS PROVISIONS	13
22 GOVERNING LAW	13
23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	13
SCHEDULE 1 – HIGHWAYS AND TRANSPORT	17
SCHEDULE 2 – GREEN INFRASTRUCTURE AND OPEN SPACE	20
SCHEDULE 3 – TRAVEL PLAN	23
SCHEDULE 4 – EMPLOYMENT, TRAINING AND SKILLS	26
SCHEDULE 5 - ENERGY AND SUSTAINABILITY	30

SCHEDULE 6 - DESIGN MONITORING

THIS DEED OF AGREEMENT is made on

26 March

2025

BETWEEN:-

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of One West Point, 7 Portal Way, North Acton, London W3 6RT (the "**OPDC**");
- (2) **HE4 N1 PARK ROYAL 1 LIMITED** (No. 15458794) of 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB (the "**First Owner**"); and
- (3) **HE4 N2 PARK ROYAL 1 LIMITED** (No. 15458756) of 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB (the "**Second 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 First Owner and the Second Owner (together the "**Owners**") are the owners of the freehold interest in the Site as is registered at the Land Registry with title numbers AGL49447, AGL17202 and NGL610297.
- (C) The Goya Developments submitted the Planning Application to OPDC (but have no legal or equitable interest in the Site).
- (D) OPDC has resolved to grant the Planning Permission subject to the Owners entering into this Deed without which the Planning Permission would not be granted.
- (E) 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 " and " Commenced " 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 demolition of the existing building and structures and the redevelopment of the site for speculative employment floor space comprising a single building for flexible B2 general industrial, B8 storage and distribution, and (E(g)(iii) light industrial use with ancillary offices,

together with associated parking, external operational areas and landscape planting.

"Excluded Works"	means works of demolition, site investigations, archaeological investigation, decontamination and any remedial work in respect of decontamination or other adverse ground conditions, site clearance, the erection of hoardings or other means of enclosure for site security operations or the erection of temporary buildings structures and/or facilities associated with the development and site preparation works (including any enabling works, the diversion and/or laying of services, creation of temporary access and any underpinning of third party walls)
"Expert"	has the meaning given in Clause 20.3
"First Occupation"	means first Occupation of the Development or any part thereof and "First Occupy" shall be construed accordingly
"GLA"	means the Greater London Authority or any successor in statutory function
"Implementation"	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and "Implemented" , "Implement" and "Implementation Date" shall be construed accordingly
"Index"	means the 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"	the sum of £8,422.76 (eight thousand four hundred and twenty-two pounds and seventy six pence) (Index Linked) payable by the Owners 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 Owners or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupy" , "Occupying" , "Occupier" and "Occupied" shall be construed accordingly
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site

"Parties"	means the parties to this Deed
"Plan 1"	means the plan attached to this Deed at Appendix 1 marked "Plan 1" showing the Site
"Plan 2"	means the plan attached to this Deed at Appendix 1 marked "Plan 2" showing the area subject to Highway Reinstatement Works
"Plan 3"	means the plan attached to this Deed at Appendix 1 marked "Plan 3" showing the area within which the Green Infrastructure will be provided
"Planning Application"	means the application for full planning permission for the Development submitted to OPDC and allocated reference number 24/0103/FUMOPDC 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 Owners' 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
"Site"	means the land known as 17 Western Road, London NW10 7LT 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"	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 Owners shall include reference to their respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.7 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.8 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.9 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.10 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.11 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.12 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.13 References to the Site include any part of it.
- 1.14 Any notice, notification, consent, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owners 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 Owners is subject to the obtaining or securing of Requisite Consents, the Owners 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 Owners 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 Owners 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 Owners' freehold interest in the Site (as referred to in Recital (B)) with the intent that they shall be enforceable by OPDC not only against the Owners but also against any successors in title to or assigns of or transferees of the Owners and/or any person claiming through or under the Owners 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, 8, 9, 10, 12, 13, 14 and 23 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 being Schedule 1, paragraphs 2.1, Schedule 4, paragraphs 2.1, 3.1, 4.1 and 6.1.1, Schedule 5, paragraph 2.2.1 and Schedule 6 which shall come into effect immediately upon completion of this Deed.

5. **OBLIGATIONS GIVEN BY THE OWNERS**

5.1 The Owners on behalf of themselves and where appropriate their 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 Owners contained in the Schedules to this Deed.

6. **OBLIGATIONS OF OPDC**

6.1 OPDC covenants with the Owners 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 Owners that it shall use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are paid SAVE THAT any sum (or part of a sum) may be applied to a different purpose if that purpose is accepted by the Director as compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 PROVIDED THAT notice of any reallocation of funds is provided to the Owners with evidence of such compliance.

PROVIDED THAT notice of any reallocation of funds is provided to the Owners with evidence of such compliance.

6.3 Subject to Clause 6.4, OPDC covenants with the Owners that it will repay to the Owners (or the person who made the payment if not the Owners) such amount of any payment made by the Owners 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 Owners 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 Owners 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 Owners covenant 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 Owners covenant with OPDC to notify OPDC immediately if the Owners have 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 Owners 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 Owners warrant and undertake to OPDC that they are the freehold owner of the Site and have full power to enter into this Deed.

8.2 The Owners 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**

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

9.2 The Owners 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 Owners 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 Owners 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 Recital (B) above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide OPDC with written notification as soon as reasonably practicable that such applications have been made.

10.2 If the Owners fail 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 Owners and the Owners hereby covenant with OPDC to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

10.3 The Owners 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 Owners 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 Owners' health and safety and site security rules and regulations from time to time in force and the Owners shall comply with any reasonable request made by OPDC for documentation held by the Owners for such purposes.

12. OWNERS TO NOTIFY OPDC

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

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

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

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

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

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

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

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

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

12.2 In the event that the Owners fail 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:-**

13.2.2 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.gov.uk

13.2.3 **The First Owner:-**

Harry Ingham, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB with a duplicate copy of such notice to be sent by email to harry.ingham@hillwood.com

13.2.4 **The Second Owner:-**

Harry Bodian, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0DB with a duplicate copy of such notice to be sent by email to harry.bodian@hillwood.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 Owners 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 24/0103/FUMOPDC.

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

14.3 The Owners hereby acknowledge and agree 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 Owners 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 Owners.

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 (D) 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 (D) and as at the date of each payment respectively (provided that for the avoidance of doubt such indexation shall be upwards-only such that indexation pursuant to this Clause shall never result in a sum or value being less than the amount set out in this Deed).

19. **LIABILITY UNDER THE DEED**

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

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

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

19.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge on the whole or any part of the Owners' 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 Owners.

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

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

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

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

22.2.1 expires without the Development having been Implemented; or

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

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

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

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

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

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

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

23. GOVERNING LAW

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

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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 adjacent to the access to the Site, known as Western Road, and shown on Plan 2
- "Schedule of Highway Condition"** means a schedule of condition relating to the highways and footways within the Highway Reinstatement Area which shall include but not be limited to:
- (a) the line and level of footways and carriageways; and
 - (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages)

2. HIGHWAY WORKS

2.1 The Owners 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 Owners 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 paragraphs 2.2 by OPDC, the Owners shall carry out the Highway Reinstatement Works.

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

- 2.4.1 the information submitted for approval in accordance with paragraphs 2.2 has been approved in writing by OPDC; and
- 2.4.2 the Owners have 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

GREEN INFRASTRUCTURE AND OPEN SPACE

1. DEFINITIONS

- "Green Infrastructure"** means the green infrastructure to be shown on the Green Infrastructure and OS Delivery Plan (to be submitted and approved in writing by OPDC pursuant to the provisions of this Schedule) within the area shown on Plan 3
- "Green Infrastructure and OS Delivery Plan"** means a detailed plan for the delivery and layout 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
- "Management and Maintenance Plan"** means a plan for 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;
 - (a) measures to replace any trees, shrubs, grass or other plants (in perpetuity) which may die or become diseased;
 - (b) 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);
 - (c) 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;
 - (d) details of any Management Entity
- "Management Entity"** either a company (including a management company) trust or other body established or appointed by the Owners (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 OS Delivery 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 Owners 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 Owners shall submit a Green Infrastructure and OS Delivery Plan to OPDC for approval prior to Commencement of Above Ground Works and shall not Commence Above Ground Works until the Green Infrastructure and OS Delivery Plan has been submitted to and approved by OPDC.
- 2.2 The Owners shall Practically Complete the Green Infrastructure and Open Space in strict accordance with the Green Infrastructure and OS Delivery Plan to OPDC's satisfaction and the Development shall not be First Occupied until the Open Space and the Green Infrastructure are so completed.

3. MANAGEMENT AND MAINTENANCE OF OPEN SPACE AND GREEN INFRASTRUCTURE

- 3.1 The Owners shall submit a Management and Maintenance Plan to OPDC for approval prior to Commencement of Above Ground Works and shall not Commence Above Ground Works the Management and Maintenance Plan has been submitted to and approved by OPDC.
- 3.2 The Owners covenant with OPDC to operate, manage and maintain the Open Space and the Green Infrastructure in accordance with the approved Management and Maintenance 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 Management and Maintenance Plan in perpetuity in accordance with this paragraph as successor in title.

SCHEDULE 3

TRAVEL PLAN

1. DEFINITIONS

"Framework Travel Plan"	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 Stunt Consulting Ltd with document reference " B2192/TP01" 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 Owners 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 Owners 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 Owners have:

- 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 Owners 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 Owners and OPDC.

3. **CONTENTS OF FRAMEWORK TRAVEL PLAN**

3.1 The Owners covenant 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 Owners shall during the Travel Plan Monitoring Period carry out the Travel Plan Monitoring.
 - 4.2 The Owners 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 Owners 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 Owners 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 Owners 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 Owners 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 £222,950.82 (two hundred and twenty two thousand, nine hundred and fifty pounds and eighty two 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 £68,900 (sixty eight thousand and nine hundred pounds) (Index Linked) to support employment, training and skills (including off-site skills and training centres) and local supply chain initiatives
"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)"	Means a management plan for the Construction Phase of the Development to be submitted to OPDC in accordance with this Schedule 4 which sets out the partnership arrangements regarding how the Owners 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 Owners 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 7 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 Owners 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)**

3.1 The Owners shall:

- 3.1.1 submit the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to OPDC for written approval prior to the Commencement of the Development;
- 3.1.2 not Commence Development until the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) 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), subject to such amendments as may be agreed in writing with OPDC from time to time.

4. **LOCAL PROCUREMENT**

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

4.3 The Owners 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 Owners 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 Owners shall use reasonable endeavours to employ not less than 7 (seven) construction trade apprentices during the Construction Phase 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 Owners 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 Owners 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 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 Owners shall use reasonable endeavours to provide 6 (six) paid Work Placements during the Construction Phase.

6. AFFORDABLE WORKSPACE CONTRIBUTION

6.1 The Owners shall:

6.1.1 pay the Affordable Workspace Contribution prior to the Commencement of Development; and

6.1.2 not Commence any part of the Development 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 Owners 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; and

7.1.3 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 Owners 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

"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
"CO² Audit"	means an audit of the CO ² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
"Defects Liability Period"	means such period of time following 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 Owners covenant 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 Owners 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 Owners have submitted and obtained OPDC's approval to a report demonstrating that the approved Future Proofing Measures have been incorporated within the Development

3. CARBON OFF-SET CONTRIBUTION

- 3.1 Prior to Practical Completion of the Development, the Owners will submit to OPDC for written approval details of the consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.
- 3.2 Within 20 (twenty) Working Days of First Occupation the Owners shall commission the CO² Audit and give written notification of such fact to OPDC.
- 3.3 On completion of the CO² Audit the CO² Audit shall be submitted to OPDC for written approval, and the Owners will pay the Carbon Offset Contribution to OPDC within 20 (twenty) Working Days of submission of OPDC's approval of the CO² Audit.

4. BE SEEN

- 4.1 The Development shall not be Occupied until the Owners have 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 Owners 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 Owners 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.

- 4.2 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 Owners are 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 Owners have 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.
- 4.3 In the event that the 'In-use stage' evidence submitted under paragraph 4.2 shows that the 'As-built stage' performance estimates derived from paragraph 4.1 have not been or are not being met, the Owners 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 Owners 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 PRC Architecture & Planning Limited of 12 Warren Yard, Warren Park, Milton Keynes, MK12 5NW
"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 Owners specifying the details of the design team who were involved in the preparation of these details (the "**Design Team Statement**"):
- 2.1.1 an application pursuant to Condition 8 (Materials), Condition 9 (Secured by Design) or Condition 10 (Hard and Soft Landscaping) of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment; and
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Owners 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 Owners 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 Owners. If the Owners appoint 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 Owners shall pay the fees of the alternative architect directly; or

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

3.2 If the Architects (or any alternative architect appointed pursuant to paragraph 3.1.1 of this Schedule 6) cease to be retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 of this Schedule and overseeing the construction of the Development) and OPDC's consent to any such alternative architect is not obtained, the Owners 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 Owners 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 Owners have 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 Architects unless agreed in writing by OPDC, such agreement not to be unreasonably withheld or delayed.

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


Authorised Officer

main

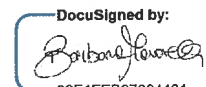


Name (BLOCK) *Emma Williams*
Position *DIRECTOR OF PLANNING*

CLAIRE O'BRIEN
HEAD OF PLANNING –
DEVELOPMENT MANAGEMENT

EXECUTED by HE4 N1 PARK ROYAL 1
LIMITED acting by two directors

DIRECTOR SIGNATURE

DocuSigned by:

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Name (in BLOCK
CAPITALS) BARBARA MAROVELLI

DIRECTOR SIGNATURE

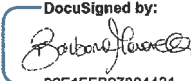
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Name (in BLOCK CAPITALS) CATERINA JUER

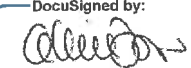
EXECUTED by HE4 N2 PARK ROYAL 1 LIMITED
acting by two directors

DIRECTOR SIGNATURE

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Name (in BLOCK CAPITALS) BARBARA MAROVELLI

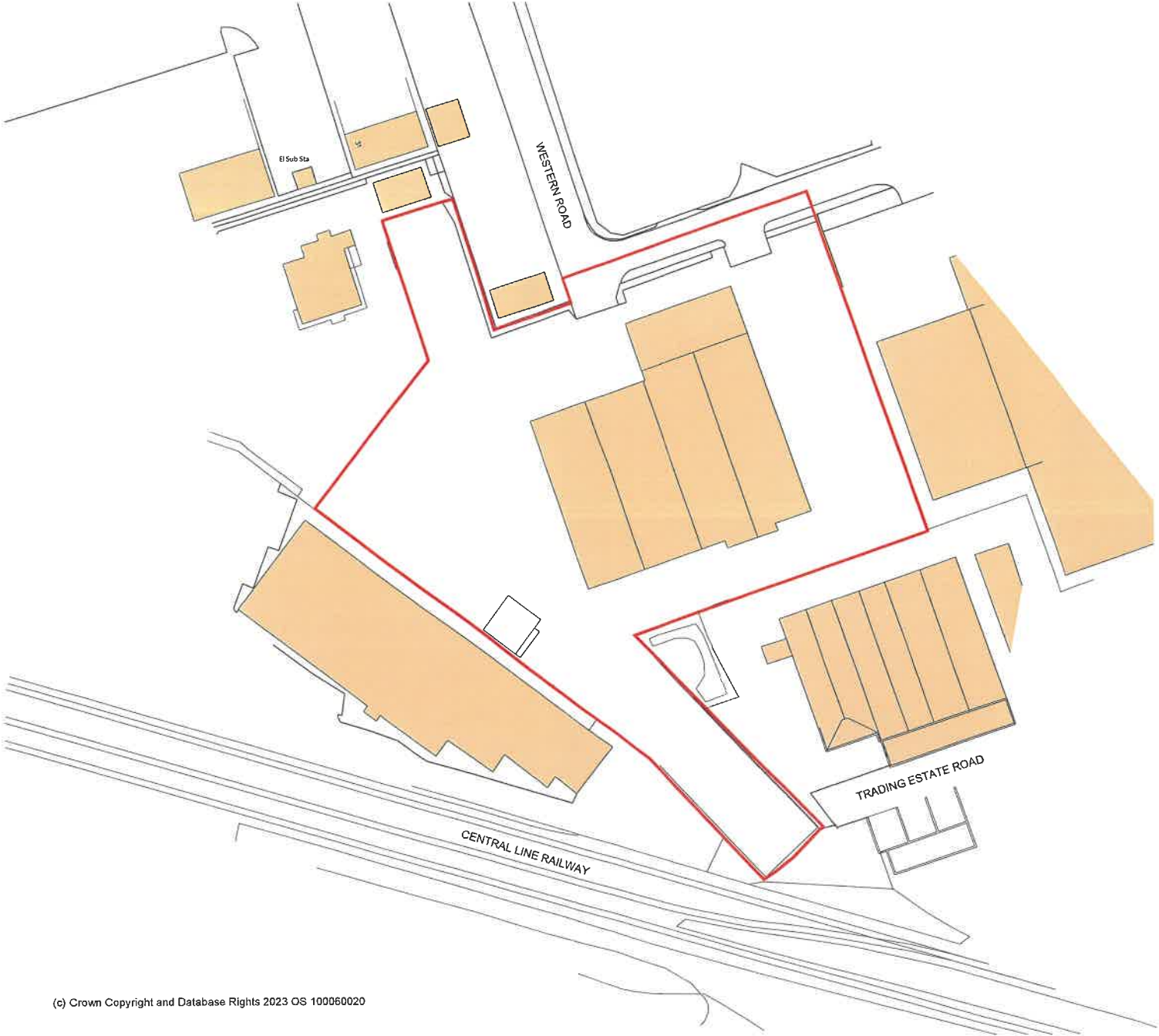
DIRECTOR SIGNATURE

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Name (in BLOCK CAPITALS) CATERINA JUER

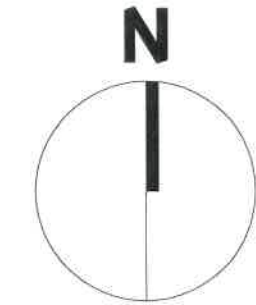
APPENDIX 1

PLAN 1 – SITE PLAN



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ESJ DS
CB DS



0 50 100
Scale 1:1250

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info@prc-group.com
www.prc-group.com

Revisions:

Drawn/Chkd: Date:

Figured dimensions only are to be used. All dimensions to be checked onsite. Differences between drawings and between drawings and specification or bills of quantities to be reported to the PRC Group. The copyright of the drawings and designs contained therein remains vested in the PRC Group

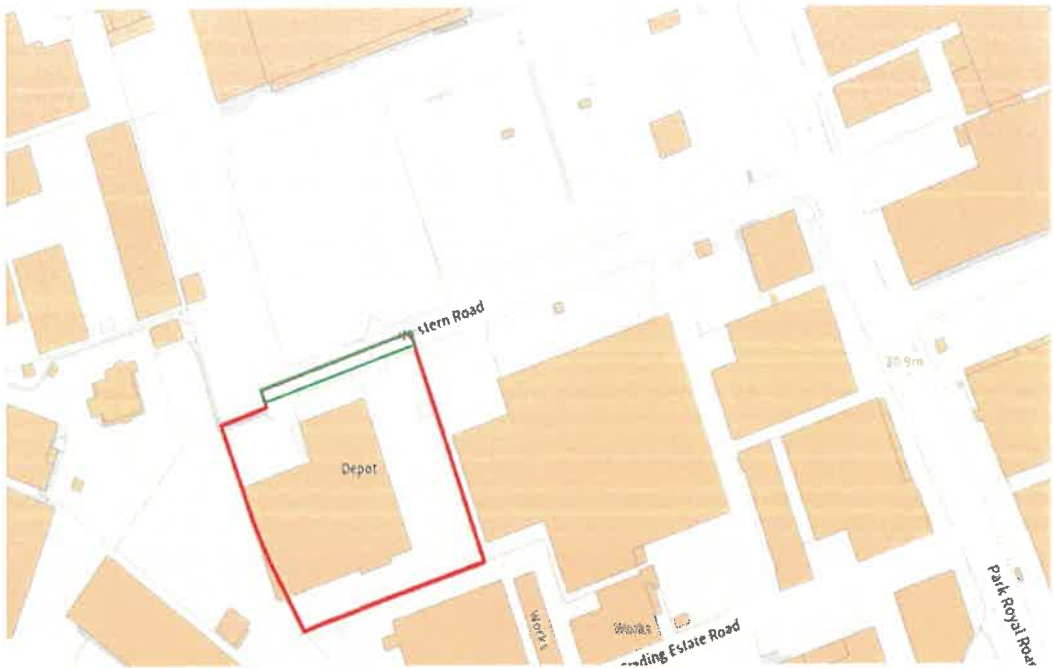
Client:
HE4 PARK ROYAL 1 GP LTD
Project:
17 WESTERN ROAD, PARK ROYAL, LONDON
Drawing Title:
LOCATION PLAN

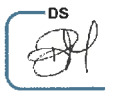
Scale @ A3: 1:1250	Checked by : AMC	Date : JUNE 24
Job No: 11646	Stage : PL	Drawing No : 100
Construction ☐	Preliminary ☐	Information ☐
Approval ☒	Tender ☐	

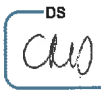
PRC Architecture & Planning



PLAN 2 – HIGHWAY REINSTATEMENT AREA



DS

ESW

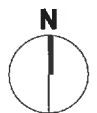
DS

CEO

PLAN 3 – GREEN INFRASTRUCTURE

REVISIONS:	Drawn/Rev:	Date:
A. Fire consultant comments added.	AMc	July 24
B. Fire consultant comments added.	AMc	July 24
C. Western Road frontage revised and areas updated.	AMc	Oct 24
D. GIA area total corrected.	AMc	Nov 24



KEY	
APPLICATION AREA	
SOFT LANDSCAPE	
PROPOSED TREES	
PROPOSED GREEN ROOF	



Scale 1:250

Client:
HE4 PARK ROYAL 1 GP LTD

Project:
17 WESTERN ROAD
PARK ROYAL
LONDON

Drawing Title:
PLAN 3 GREEN
INFRASTRUCTURE

Scale 1:250
Date: 12/01/2025
Author: AMc
Check: FEB 25
Job No: 11646
Step: PL 124
Rev: 1

Issue Sheet:
Construction ☐ Preliminary ☐
Information ☐ Approval ☒
Plan Set ☐

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PRC: www.prcgroup.com

12 Huron Way
Woking Park
Woking Surrey
GU24 0PH
01483 252244
info@prcgroup.com
www.prcgroup.com

PRC

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

Goya Developments&HE4 Park Royal1GP

Agent

Chris Malone
PRC Architecture & Planning Ltd
24 Church Street West
Woking
GU21 6HT

Part I - Particulars of Application

Date of Application: 10-Jul-2024

Application No: 24/0103/FUMOPDC

Proposal: Demolition of the existing building and structures and the redevelopment of the site for employment floor space comprising a single building for flexible B2 (general industrial), B8 (storage and distribution), and (E(g)(iii) (light industrial use) with ancillary offices, together with associated parking, external operational areas and landscape planting.

Location: 17 Western Road, London, NW10 7LT

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Old Oak and Park Royal Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN**

GRANTED for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

Conditions

1. Time limit for commencement – compliance

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

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

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

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

Drawing Title	Drawing No.	Date
Site Location Plan	11646_PL_100	June 2024
Existing Site Plan	11646_PL_102	June 2024
Existing Elevations and Roof Plan	11646_PL_103	June 2024
Existing Elevations and Roof Plan	11646_PL_103	June 2024
Proposed Site Sections	11646_PL_111_Rev B.	June 2024
Proposed Ground Floor Plan	11646_PL_112_Rev D.	November 2024
Proposed First Floor Plan	11646_PL_113_Rev A.	November 2024
Proposed Second Floor Plan	11646_PL_114_Rev A.	November 2024
Proposed Third Floor Plan	11646_PL_115_Rev A.	June 2024
Proposed Roof Plan	11646_PL_116_Rev A.	June 2024
Proposed Elevations	11646_PL_117_Rev B.	June 2024
Proposed Elevations	11646_PL_118_Rev B.	June 2024
Landscape General Arrangements Plan Sheet 1 of 2	11646_PL_120_Rev B.	June 2024
Landscape General Arrangements Plan Sheet 2 of 2	11646_PL_121_Rev A.	June 2024
Landscape Detail	11646_PL_122_Rev A.	June 2024
Demolition Plan	11646_PL	July 2024
CGI	11646_PL	July 2024

Document Title	Prepared By	Date
Cover Letter	PRC	08 July 2024
Planning Statement	PRC	June 2024
Design and Access Statement	PRC	June 2024
Design and Access Statement Addendum	PRC	November 2024
Fire Statement	Clarke Banks	28 June 2024
Healthy Streets Transport Assessment	Stunt Consulting	24 June 2024
Framework Travel Plan	Stunt Consulting	24 June 2024
Bat Survey and Report	Phlorum	June 2024
BNG Assessment and Calculations	Phlorum	January 2025
Landscape and Ecological Management Plan	Phlorum	July 2024
Flood Risk Assessment and Drainage Strategy	I&L Consulting Ltd	05 June 2024
Phase 1 Geotechnical and Contamination Report	AA Enviromental Limited	July 2023
Generic Quantitative Risk Assessment (Land Contamination)	AA Enviromental Limited	August 2023
Energy Statement Issue 5	Shepherd Brombley Partnership	January 2025
BREEAM Pre-Assessment	I&L Consulting Ltd	05 June 2024
Noise Impact Assessment	Accon UK Environmental Consultants	21 July 2024
Air Quality Assessment	Accon UK Environmental Consultants	04 June 2024
Air Quality Neutral Assessment	Accon UK Environmental Consultants	03 June 2024
Air Quality Construction Dust Assessment	Accon UK Environmental Consultants	31 May 2024
Arboricultural Impact Assessment	SJ Stephens Associates	18 March 2024
External Lighting Proposals	Shepherd Brombley Partnership	20 June 2024
Archaeology Desk Based Assessment	RPS Group	March 2024
Delivery and Servicing Plan	Stunt Consulting	June 2024
Draft Waste Management Strategy	PRC	June 2024

Outline Construction Logistics Plan	Stunt Consulting	July 2024
Rapid Health Impact Assessment	Hodkinson	July 2024
Statement of Community Involvement	PRC	June 2024
Urban Greening Factor Assessment	PRC	June 2024
Circular Economy Statement	Goya Developments	08 August 2024
Pre-Demolition Waste Audit	Metro Deconstruction Services Ltd	02 August 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
Flexible Industrial (B2/B8/E(g)(iii))	6,357sqm (GIA)

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

4. Contaminated land – prior to commencement

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

- A) site investigation report documenting the ground conditions of the site and having regard to the conclusions and recommendations of the Preliminary Risk Assessment (Land Contamination) (dated July 2023); and, unless otherwise agreed in writing by the local planning authority;
- B) a detailed scheme for remedial works and measures to be undertaken to avoid risk from contaminants and/or gases and vapours when the site is developed and proposals for future maintenance and monitoring. Such scheme shall include the nomination of a competent person to oversee the implementation of the works.

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

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

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

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

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

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

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

Reason: To limit impacts on the local highway, to minimise air quality impacts and to protect the amenity of local residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity, and safeguarding', D14 'Delivering good design' and SI 1, 'Improving air quality' and OPDC Local Plan (2018-2038)) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'. The details are required prior to commencement because demolition works must be addressed in the CEMP.

6. Construction Logistics Plan - prior to commencement

No development shall commence, including any works of demolition, until a detailed Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority. The CLP shall comply with the 'Old Oak and Park Royal Construction Logistics Strategy' and Transport for London's 'Construction Logistics Plan Guidance', and shall include, but not be limited to, the following details:

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

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

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2022) policy T7 'Deliveries, Servicing and Construction' and OPDC Local Plan (2018-2038) T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

7. Waste Management Strategy – prior to occupation

The development shall not be occupied until an updated waste management strategy to show sufficient capacity for the waste and recycling generated during the operational phase of the development and details of how waste collection will be safely managed across the site, 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 waste management strategy.

Reason: To ensure that adequate arrangements have been made for the storage and collection of waste and recycling in accordance with London Plan (2021) Policies SI 7 'Reducing waste and supporting the circular economy', SI 8 'Waste capacity and net waste self-sufficiency' and T7 'Deliveries, servicing and construction', and OPDC Local Plan (2018-2038) Policy EU6 'Waste'.

8. Delivery and Servicing Plan – Prior to occupation

The development shall not be occupied until an updated delivery and servicing plan (DSP) has been submitted to and approved in writing by the Local Planning Authority. The submitted DSP shall include:

- a) providing a forecast of delivery activity associated with the development and relevant movement data that OPDC and TfL can use for dynamic modelling purposes;
- b) how delivery and servicing trips associated with the development will be reduced;

- c) identification of safe and legal loading locations;
- d) the use of delivery companies who can demonstrate their commitment to best practice such as FORS members;
- e) delivery booking systems, which could be implemented to ensure that deliveries are managed according to the capacity of the loading facilities available;
- f) moving deliveries outside of peak or normal working hours;
- g) investigating alternative routings to avoid congestion;
- h) encouraging the adoption of low emission vehicle options (buying or leasing); and i) encouraging collaboration amongst companies.

The development shall only be carried out in accordance with the approved servicing and delivery plan.

Reason: In order to minimise servicing and delivery trips where feasible and appropriate in accordance with OPDC Local Plan (2018-2038) Policy T7 'Freight, Servicing and Deliveries'.

9. Materials – prior to above ground works

No above ground works shall commence until:

- a. samples of all external materials, including windows, doors and glazing, and elevation drawings annotated to show where the materials are to be located have been submitted to and approved in writing by the Local Planning Authority; and
- b. sample panels have been constructed on site to show the typical building façades, and have been made available for inspection and approved in writing by the Local Planning Authority

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

Reason: To ensure that the appearance of the development contributes positively to the character and appearance of the area in accordance with London Plan (2021) Policy D4 'Delivering Good Design' and OPDC Local Plan (2018-2038) Policy D3 'Well Designed Buildings'.

10. Secured by Design – prior to above ground works

Prior to the commencement of above ground works, details of the 'Secured by Design' measures, including details of boundary treatments, to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The details demonstrate how the Development incorporates the principles and practices of Secured by Design.

The development shall only be carried out in accordance with the approved details and the approved boundary treatments shall be installed prior to occupation and thereafter maintained.

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

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

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

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

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

The final scheme shall be in accordance with principles of the OPDC Public Realm and Green Infrastructure SPD (2024).

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

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility, to support biodiversity and to ensure a consistent public realm treatment with the wider area, in accordance with London Plan (2021) policies G6 'Biodiversity and Access to Nature' and D9 'Public Realm', OPDC Local Plan (2018-2038) Policies D1 'Public Realm' and EU2 'Urban Greening and Biodiversity' and the OPDC Public Realm and Green Infrastructure SPD (2024).

12. Cycle parking details – prior to above ground works

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

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

13. Noise Mitigation Measures – prior to occupation

Prior to the commencement of above ground works, details of the noise mitigation measures identified within the Noise Impact Assessment (dated 21.06.2024), including that the fixed plant noise level remains 5dB below the background sound level, shall be submitted to and approved in writing by the local planning authority.

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'.

14. Landscape and Ecological Management Plan – Prior to above ground works

Prior to the commencement of above ground works, an updated landscape and ecological management plan (LEMP) covering a 30-year period shall be submitted to and approved in writing by the Local Planning Authority.

The approved details shall be implemented prior to first occupation of the development and shall be managed and maintained in accordance with the approved LEMP.

Reason: To support biodiversity and ensure the development is in accordance with the Environment Act (2021) and OPDC Local Plan (2018-2038) Policy EU2 'Urban Greening and Biodiversity'

15. External lighting approved details – prior to occupation

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

Reason: In the interests of the amenities of occupiers of the development, the appearance of the site, to prevent light pollution, and to prevent harm to railway operations and in accordance with OPDC Local Plan (2018-2038) Policies D1, D3, D5 and T5.

16. Car parking implementation – prior to occupation

No part of the development shall be brought into use until the vehicle delivery yard and car parking spaces including dedicated Blue Badge parking indicated on drawing ref. '11646_PL_100_Rev D' have been completed and made available for use in full accordance with the approved plans. The car parking spaces, including Blue Badge car parking space, shall be retained thereafter and the Electric Vehicle Charging Points (EVCPs) shall be maintained in full working order.

Reason: To ensure that the provision of suitable off-road servicing and car parking to meet the operational needs of the development, including accessibility requirements, and to encourage the use of less polluting vehicles in accordance with London Plan (2021) Policies T7 'Deliveries, Servicing and Construction', T6 'Car Parking' and OPDC Local Plan (2018-2038) Policy T7 'Freight, Servicing and Deliveries' and Policy T4 'Parking', and to encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2021) Policy T6.2 'Office Parking'.

17. BREEAM review report – Within 6 months of occupation

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

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) Policy 5.2 'Minimising Greenhouse Gas Emissions' and OPDC Local Plan (2018-2038) Policies EU8 'Sustainable Materials' and EU9 'Minimising Carbon Emissions and Overheating'.

18. Demolition works to commence outside of bat hibernation period - compliance

Demolition works are to commence outside of the bat hibernation period, when bats are considered least vulnerable. The hibernation period lasts between 15th November and 15th March.

Reason: In order to prevent harm to the habitat of protected species and protect biodiversity in accordance with OPDC Local Plan (2018-2038) Policy EU2

19. Unexpected contamination – compliance

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

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

20. Drainage strategy – compliance

The development shall be carried out in accordance with the submitted Flood Risk Assessment and Drainage Strategy (dated 05.06.2024) and this approved strategy and schedule 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'.

21. Non-Road Mobile Machinery – compliance

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

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

22. Energy Statement – compliance

The development shall be carried out and thereafter maintained in accordance with the on-site energy demand reduction, energy supply, renewable energy measures and cooling strategy set out within the submitted Energy Statement (Rev 5, dated 27th January 2025).

Reason: In the interests of minimising carbon emissions arising from the development and in accordance with London Plan Policy SI 2 and OPDC Local Plan (2018-2038) Policy EU9.

23. Active Frontage – compliance

The ground floor area labelled 'low level undercroft area for future tenant fit out' on drawing ref: '11646_PL_100_Rev D' shall remain visually-permeable at all times and shall not at any time be used for storage which may impede visual-permeability into the building.

Reason: To ensure a high-quality active facade design in accordance with OPDC Local Plan (2018-2038) Policy D3 'Well-designed buildings' and Principle BFP5

24. Fencing – compliance

The site boundary fencing is required to be set back at least 1m from the railway to ensure that Network Rail can maintain and renew its boundary treatments.

Reason: To ensure that maintenance of the railway boundaries can be carried out without adversely affecting the safety and operational needs of the railway and in accordance with Policy T5 of the Local Plan.

25. Circular Economy Statement – compliance

The development hereby approved shall be implemented in accordance with the Circular Economy Statement (dated 08 August 2024), or as otherwise agreed in writing with the Local Planning Authority. The measures contained in the circular economy statement shall be maintained for the lifetime of the development.

Reason: To ensure the development contributes towards the principles of the circular and sharing economy in accordance with London Plan (2021) policy SI 7 'Reducing waste and supporting the circular economy', and OPDC Local Plan (2018-2038) Policy EU7 'Circular and Sharing Economy'.

26. No independent use of office floorspace - compliance

The first and second floor office space hereby approved (as shown on drawing refs: '11646_PL_113. Rev A' and "11646_PL_114. Rev A") shall only be used as ancillary to the warehouse/industrial use hereby approved, and shall not at any time be used as separate self-contained accommodation.

Reason: The potential impact of independent use has not been assessed within the application, and office use is not compliant with Part A of London Plan (2021) Policy E4 'Land for industry, logistics and services to support London's economic function'.

27. Air Quality Construction Dust Assessment – compliance

The development hereby approved shall be implemented in accordance with the Air quality Construction Dust Assessment (Dated 31 May 2024) and the Air Quality Neutral Assessment (Dated 03 June 2024), or as otherwise agreed in writing with the Local Planning Authority. The measures contained in the Air Quality Construction Dust Assessment and Air Quality Neutral Assessment shall be maintained for the lifetime of the development.

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

Informatives

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development will be liable to

pay the Mayor of London's Community Infrastructure Levy. This will be calculated in accordance with the MCIL2 Charging Schedule 2019. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Form to OPDC at planningapplications@opdc.london.gov.uk.

3. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development
4. You are advised that under the Wildlife and Countryside Act 1981, it is an offence to intentionally or recklessly disturb bats while they occupy a structure or place used for shelter or protection.
5. You are advised that building work hours should be in line with the Control of Pollution Act 1974.

Biodiversity Gain Information

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be Old Oak and Park Royal Development Corporation.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These are listed below.

Based on the information available this permission is considered to be one which will require the approval of a biodiversity gain plan before development is begun because none of the statutory exemptions or transitional arrangements listed below are considered to apply.

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition.

1. The application for planning permission was made before 12 February 2024.

2. The planning permission relates to development to which section 73A of the Town and Country Planning Act 1990 (planning permission for development already carried out) applies.

3. The planning permission was granted on an application made under section 73 of the Town and Country Planning Act 1990 and

(i) the original planning permission to which the section 73 planning permission relates* was granted before 12 February 2024; or

(ii) the application for the original planning permission* to which the section 73 planning permission relates was made before 12 February 2024.

4. The permission which has been granted is for development which is exempt being:

4.1 Development which is not 'major development' (within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015) where:

i) the application for planning permission was made before 2 April 2024;

ii) planning permission is granted which has effect before 2 April 2024; or

iii) planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 where the original permission to which the section 73 permission relates* was exempt by virtue of (i) or (ii).

4.2 Development below the de minimis threshold, meaning development which:

i) does not impact an onsite priority habitat (a habitat specified in a list published under section 41 of the Natural Environment and Rural Communities Act 2006); and

ii) impacts less than 25 square metres of onsite habitat that has biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat (as defined in the statutory metric).

4.3 Development which is subject of a householder application within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015. A "householder application" means an application for planning permission for development for an existing dwellinghouse, or development within the curtilage of such a dwellinghouse for any purpose incidental to the enjoyment of the dwellinghouse which is not an application for change of use or an application to change the number of dwellings in a building.

4.4 Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the payment of a fee).

4.5 Self and Custom Build Development, meaning development which:

- i) consists of no more than 9 dwellings;
- ii) is carried out on a site which has an area no larger than 0.5 hectares; and
- iii) consists exclusively of dwellings which are self-build or custom housebuilding (as defined in section 1(A1) of the Self-build and Custom Housebuilding Act 2015).

4.5 Development forming part of, or ancillary to, the high speed railway transport network (High Speed 2) comprising connections between all or any of the places or parts of the transport network specified in section 1(2) of the High Speed Rail (Preparation) Act 2013.

* “original planning permission means the permission to which the section 73 planning permission relates” means a planning permission which is the first in a sequence of two or more planning permissions, where the second and any subsequent planning permissions are section 73 planning permissions.

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

The effect of section 73D of the Town and Country Planning Act 1990

If planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 (application to develop land without compliance with conditions previously attached) and a Biodiversity Gain Plan was approved in relation to the previous planning permission (“the earlier Biodiversity Gain Plan”) there are circumstances when the earlier Biodiversity Gain Plan is regarded as approved for the purpose of discharging the biodiversity gain condition subject to which the section 73 planning permission is granted.

Those circumstances are that the conditions subject to which the section 73 permission is granted:

- i) do not affect the post-development value of the onsite habitat as specified in the earlier Biodiversity Gain Plan, and

ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat the conditions do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier Biodiversity Gain Plan.

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

Claire O'Brien

Head of Planning – Development Management
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).