

Dated 27 March 2024 | 16:24:31 GMT
2024

**OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION** (1)

AND

ONE PORTAL WAY LIMITED (2)

DEED OF AGREEMENT

**Under Section 106 of the Town and Country
Planning Act 1990 and all other powers
enabling relating to One Portal Way,
North Acton W3 6RS**

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THIS DEED OF AGREEMENT is made on 27 March 2024 | 16:24:31 GMT 2024

BETWEEN:

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley HA9 0FJ (the "**OPDC**"); and
- (2) **ONE PORTAL WAY LIMITED** (Company Registration. No. 13635347) of Level 1, Faculty Building, Exhibition Road, South Kensington, London SW7 2AZ (the "**Owner**")

WHEREAS:

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title numbers AGL103631, AGL147632, AGL150033 and AGL86780.
- (C) The Owner has submitted the Planning Application to the OPDC.
- (D) At a meeting of its Planning Committee on 12 October 2023 the OPDC resolved to grant the Planning Permission subject to the Owner entering into this Deed without which the Planning Permission would not be granted.
- (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 Deed:

1980 Act	the Highways Act 1980;
1990 Act	the Town and Country Planning Act 1990;
2011 Act	the Localism Act 2011;
Additional Affordable Housing Units	has the meaning given in schedule 2;
Affordable Housing Units	has the meaning given in schedule 2;
Building	any of Building A, Building B, Building C, Building D1, Building D2, Building E and Building F;
Building A	the building to be constructed pursuant to the Planning Permission labelled "Building A" on Plan 3;
Building B	the building to be constructed pursuant to the Planning Permission labelled "Building B" on Plan 3;

Building C	the building to be constructed pursuant to the Planning Permission labelled "Building C" on Plan 3;
Building D1	the building to be constructed pursuant to the Planning Permission labelled "Building D1" on Plan 3;
Building D2	the building to be constructed pursuant to the Planning Permission labelled "Building D2" on Plan 3;
Building E	the building to be constructed pursuant to the Planning Permission labelled "Building E" on Plan 3;
Building F	the building to be constructed pursuant to the Planning Permission labelled "Building F" on Plan 3;
Boroughs	LBE, LBHF and LBB and " Borough " shall be construed accordingly;
Build to Rent Units	has the meaning given in schedule 3;
Class	a class of the Town and Country Planning (Use Classes) Order 1987 (as amended);
Commencement	the carrying out of a material operation (as defined in Section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out, whichever is earlier, but for the purposes of this Deed shall not include the carrying out of any Excluded Works and " Commence " and " Commenced " shall be construed accordingly;
Commercial Floorspace	the commercial floorspace to be provided as part of the Development which falls within Classes C1, E, F and the sui generis uses that form part of the Development but excluding the Student Housing Units and the Co-Living Accommodation Units;
Co-Living Accommodation	has the meaning in schedule 14;
Co-Living Accommodation Units	has the meaning in schedule 14;
CPZ	any controlled parking zone enforced by the LBE as at the date of this Deed;
Development	demolition of all buildings and phased redevelopment to provide up to seven buildings comprising: (a) a building comprising residential units (Class C3) flexible commercial/community/town centre uses (Classes E/F) and a building providing co-living units (Sui Generis) OR student accommodation units (Sui Generis), co-working space (Class E) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis), along with basement, associated cycle and car parking, creation of publicly accessible landscaped open space and associated highway works

and public realm improvements (Detailed Planning Permission); and.

- (b) A building providing office floorspace (Class E) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis); a building providing residential units (Class C3) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis); a building providing a hotel (Class C1), OR office floorspace (Class E) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis); a building providing residential units (Class C3), and flexible commercial/community/town centre uses (Class E/F/Sui Generis); a building providing residential units (Class C3) and flexible commercial/community/town centre uses (Class E/F/Sui Generis); below ground space providing back of house space (including plant, cycle and car parking) ancillary to the residential development, flexible commercial / community / town centre uses, with back of house space (including plant, cycle and car parking) ancillary to the wider flexible commercial / community / town centre uses on the site, and associated publicly accessible landscaped open space, associated highway works and public realm improvements (Outline Planning Permission);

Disposal	the sale or grant of a leasehold interest of more than 7 years;
Excluded Works	works of demolition, any works to Portal Way, 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);
Existing Third Party Interests	the Leasehold Interests or any other interests or rights of third parties of whatever nature in, on or over the Site or any part of the Site existing at the date of this Deed;
Expert	has the meaning given in clause 20.3;
First Occupation	first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly;
GLA	the Greater London Authority or any successor in statutory function;
Implementation	the carrying out of the first material operation (as defined in Section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon the OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and

	"Implemented", "Implement" and "Implementation Date" shall be construed accordingly;
Index	the RPI Index;
Index Linked	subject to indexation in accordance with clause 18;
Interest	interest at a rate of 4% per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;
LBB	the London Borough of Brent;
LBE	the London Borough of Ealing;
LBHF	the London Borough of Hammersmith and Fulham;
Leasehold Interests	the leasehold interests which exist in the Site at the date of this Deed and "Leasehold Interest" shall be construed accordingly;
London Plan	the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time;
Monitoring Contribution	the sum of £75,000 Index Linked payable by the Owner to the OPDC towards the costs of the OPDC monitoring the obligations in this Deed;
Non-Residential Unit	a unit of non-residential floorspace comprised within the Development;
Occupation	the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupy", "Occupying", "Occupation Date", "Occupier" and "Occupied" shall be construed accordingly;
Off Site	on land outside the Site;
On Site	on land within the Site;
Open Market Housing Units	the Residential Units excluding the Affordable Housing Units and any Additional Affordable Housing Units (if applicable);
Parking Permit	a permit issued or to be issued in the future by LBE to an Occupier of a Residential Unit, a Co-Living Accommodation Unit or a Student Housing Unit to permit the parking of a motor vehicle on the highway within a CPZ;
Parties	the parties to this Deed;
Phase	a Phase of the Development as shown on the Phasing Plan;
Phase 1	the Phase of the Development shown shaded pink on Plan 2;

Phase 2	the Phase of the Development shown shaded blue on Plan 2;
Phasing Plan	the plan to be submitted pursuant to planning condition 41 of the Planning Permission showing how the Development is to be phased;
Plan	means a plan attached to this Deed at Appendix 1 marked "Plan 1", "Plan 2", "Plan 3" etc;
Planning Application	the hybrid application for planning permission for the Development submitted to the OPDC and allocated reference number 21/0181/OUTOPDC;
Planning Permission	the planning permission to be granted pursuant to the Planning Application substantially in the form of the draft annexed hereto at Appendix 2;
Portal Way	the area shown shaded orange on Plan 7;
Practical Completion	the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and " Practically Complete " and " Practically Completed " shall be construed accordingly;
Requisite Consents	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;
Reserved Matters	those matters that have been reserved for subsequent approval pursuant to the Planning Permission
Resident	an Occupier of a Residential Unit and " Residents " shall be construed accordingly;
Residential Units	units of Class C3 residential accommodation forming part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and where applicable the Additional Affordable Housing Units and which for the avoidance of doubt excludes Student Housing Units and Co-Living Accommodation Units;
RPI Index	the All Items Index of Retail Prices published by the Office for National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by the OPDC;
Site	the land known as One Portal Way, North Acton W3 6RS as shown edged red on Plan 1;
Student Housing Units	has the same meaning as in schedule 17;
Sub-Phase	part of a Phase;

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

Working Day any day of the week other than Saturday Sunday any bank holiday and any public holiday.

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

1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owner shall within 20 Working Days upon written request by the OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.

1.16 Where in this Deed the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents, the Owner shall:

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

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

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

2 LEGAL BASIS

2.1 This Deed is made pursuant to:

- (a) Section 106 of the 1990 Act;
- (b) Sections 1, 201 and 205 of the 2011 Act; and
- (c) all other powers so enabling.

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

3 NATURE OF OBLIGATIONS

3.1 Subject to clause 3.2 below, the obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of Section 106 of the 1990 Act and are given (subject to clause 19) so as to bind the Owner's freehold interest in the Site (as referred to in Recital (B)) with the intent that they shall be enforceable by the OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within Section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

3.2 The Parties acknowledge and agree that:

- (a) the Planning Permission will be granted on the basis that Occupiers of the Residential Units, Student Housing Units and Co-Living Accommodation Units should not be entitled

to any parking permit that would entitle them to park within any CPZ as at the date of this Deed;

- (b) paragraph 6.1 of schedule 7 prevents Commencement of the Development until the Owner has given a unilateral undertaking to LBE pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 to secure restrictions on the ability of Occupiers to obtain such parking permits, with the intent that such restrictions on parking permits shall be enforceable by LBE not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site, as if that person had been an original covenanting party; and
- (c) the obligations in paragraph 4, 5 and 6 of schedule 7 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 in any event are covenants also given pursuant to Section 201 of the 2011 Act.

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

4 CONDITIONAL AGREEMENT

4.1 This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) Implementation of the Planning Permission

save in respect of clauses 1 to 4 and 7 to 23, paragraph 6 of schedule 12 and schedule 13 which shall come into effect immediately upon completion of this Deed.

5 OBLIGATIONS GIVEN BY THE OWNER

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

6 OBLIGATIONS OF THE OPDC

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

6.2 The OPDC covenants with the Owner that:

- (a) it shall use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are paid;
- (b) on written request from the Owner (but not more than once each calendar year), account to the Owner in writing as to how any sums have been spent; and
- (c) if any sums received by the Owner remain unspent or uncommitted after a period of 20 years from the date of payment to repay any unspent or uncommitted sum to the original payee together with any interest accrued thereon Provided that:
 - (i) where sums are paid in relation to a contribution by instalments or is otherwise phased the 20-year period for that contribution shall run from the date of payment of the last instalment or phased payment;

- (ii) in the case of the repayment of the Initial Education Contribution the 20-year period shall commence on the payment of the final Further Education Contribution payable pursuant to paragraph 2.3 of schedule 9; and
- (iii) in the case of the repayment of the Initial Health Contribution the 20-year period shall commence on the payment of the Further Health Contribution payable pursuant to paragraph 2.3 of schedule 10 or where the OPDC agree (or it is determined by a quantity surveyor jointly appointed by the Owner and the OPDC) the Further Health Contribution is zero the date the Development is Commenced in Phase 2.

6.3 Where any payment is made by the Owner to the OPDC pursuant to the terms of this Deed the OPDC may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the OPDC's requirement to comply with clause 6.2 shall cease to apply in respect of those monies.

7 LEGAL COSTS AND MONITORING

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

7.2 The Owner covenants with the OPDC:

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

7.3 The Owner covenants with the OPDC that:

- (a) unless otherwise agreed by the OPDC in writing, on the first anniversary of the date on which Commencement occurred and every six months thereafter until the Occupation of the last Residential Unit constructed pursuant to the Planning Permission the Owner shall provide a monitoring report to the OPDC ("**Regular Monitoring Report**") which shall set out the following:
 - (i) details of progress in relation to each of the obligations contained in this Deed; and
 - (ii) the number, bedroom size and tenure of Residential Units Occupied in the preceding six months and in total since Commencement,

and the Owner shall provide a final Regular Monitoring Report within 20 Working Days of Occupation of the last Residential Unit.

- (b) within 15 Working Days of service of each Regular Monitoring Report on the OPDC (or such later date as may either be proposed by the Owner in writing and approved by the OPDC or as may be imposed by the OPDC and notified in writing to the Owner) the Owner and the OPDC shall meet to discuss any defaults in performance as identified by the Regular Monitoring Report and will agree forthwith such remedial action as may be required PROVIDED THAT where the Regular Monitoring Report does not identify any defaults in performance such a meeting shall not be required to be convened and

FURTHER PROVIDED THAT the OPDC may agree at any time that a meeting is not required to be convened.

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

8 OWNERSHIP

- 8.1 The Owner warrants and undertakes to the OPDC that it is the freehold owner of the Site and has full power to enter into this Deed.
- 8.2 The Owner covenants with the OPDC to give the OPDC written notice of any change in ownership of any of its interest in the Site or part thereof (save in respect of individual Residential Units, individual Student Housing Units, individual Co-Living Accommodation Units, or individual units of Commercial Floorspace) occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the Disposal relates.

9 NO ENCUMBRANCES

- 9.1 The Owner covenants with the OPDC that it will not Commence the Development until either:
- (a) all Existing Third Party Interests have been extinguished; or
 - (b) all Existing Third Party Interests are bound by the terms of this Deed.
- 9.2 The Owner covenants with the OPDC that if a third party with an Existing Third Party Interest Implements the Development or procures the Implementation of the Development the Owner shall observe and perform the covenants obligations and duties contained in this Deed.
- 9.3 If a third party with an Existing Third Party Interest Implements the Development or procures the Implementation of the Development the Owner shall use all reasonable endeavours to prevent any further works pursuant to the Development being carried out and shall use all reasonable endeavours to ensure that the party responsible for carrying out or procuring the Implementation shall promptly and permanently be removed from the Site.
- 9.4 The Owner shall not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owner from encumbering or otherwise dealing with its interest in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Deed.
- 9.5 The Owner shall not:
- (a) extend the term of any lease the subject of a Leasehold Interest (other than as required pursuant to statute or court order);
 - (b) agree to change the permitted use in any lease that is the subject of a Leasehold Interest; nor

- (c) provide any consent or agreement to the owner of a Leasehold Interest

that would enable the undertaking of the Development or any part by such owner under the terms of a lease that is the subject of a Leasehold Interest.

10 REGISTRATION

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

11 RIGHT OF ACCESS

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

12 OWNER TO NOTIFY THE OPDC

- 12.1 The Owner covenants with the OPDC to notify the OPDC in writing of:
- (a) the intended Implementation Date, at least one month prior to such intended date;
 - (b) the actual Implementation Date, within five Working Days of such actual date;
 - (c) the intended Commencement Date, at least one month prior to such intended date;
 - (d) the actual Commencement Date, within five Working Days of such actual date;
 - (e) the intended Commencement of Phase 1, at least one month prior to such intended date;
 - (f) the actual date of Commencement of Phase 1, within five Working Days of such actual date;
 - (g) the intended Commencement of Phase 2, at least one month prior to such intended date;

- (h) the actual date of Commencement of Phase 2, within five Working Days of such actual date;
- (i) the intended Commencement of each Building in Phase 1, at least one month prior to such intended date;
- (j) the actual date of Commencement of each Building in Phase 1, within five Working Days of such actual date;
- (k) the intended Commencement of each Building in Phase 2, at least one month prior to such intended date;
- (l) the actual date of Commencement of each Building in Phase 2, within five Working Days of such actual date;
- (m) the intended Occupation of each Building in Phase 1, at least one month prior to such intended date;
- (n) the actual date of Occupation of each Building in Phase 1, within five Working Days of such actual date;
- (o) the intended Occupation of each Building in Phase 2, at least one month prior to such intended date and in the case of Building F at least 10 months prior to the intended date of Occupation;
- (p) the actual date of Occupation of each Building in Phase 2, within five Working Days of such actual date;
- (q) the anticipated date of Substantial Implementation, at least one month prior to such intended date;
- (r) the actual date of Substantial Implementation, within five Working Days of such actual date;
- (s) the intended date for First Occupation of the Development, at least one month prior to such intended date;
- (t) the actual date of First Occupation of the Development, within five Working Days of such actual date;
- (u) the intended date for First Occupation of the first Open Market Housing Unit, at least 20 Working Days prior to such date;
- (v) the actual date of the First Occupation of the first Open Market Housing Unit, within five Working Days of such actual date;
- (w) the intended date for Occupation of 65% of the Open Market Housing Units in each of Building A, Building C, Building E and Building F, at least 20 Working Days prior to each such date;
- (x) the actual date of the Occupation of 65% of the Open Market Housing Units in each of Building A, Building C, Building E and Building F, within five Working Days of each such actual date;
- (y) the intended date for Occupation of 50% of the Market Student Housing Units in Building F, at least 20 Working Days prior to each such date;

- (z) the actual date of the Occupation of 50% of the Market Student Housing Units in Building F, within five Working Days of each such actual date;
- (aa) the intended date for Practical Completion of Phase 1 of the Development, at least 12 months prior to such intended date;
- (bb) the actual date of Practical Completion of Phase 1 of the Development, with five Working Days of such actual date;
- (cc) the intended date for Practical Completion of the Development, at least 12 months prior to such intended date;
- (dd) the actual date of Practical Completion of the Development, within five Working Days of such actual date; and
- (ee) its intentions in respect of Building F (as to whether it intends to develop Building F as Student Accommodation or Co-Living Accommodation) prior to Commencement of Building F or, if this information is known earlier, alongside the information to be submitted pursuant to paragraph 3.1(a) of schedule 4.

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

13 NOTICES

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

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

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

(a) **The OPDC**

Director of Planning, Old Oak and Park Royal Development Corporation, Brent Civic Centre, 32 Engineers Way, Wembley HA9 0FJ.

Email: planningapplications@opdc.gov.uk

(b) **The Owner**

The Directors of One Portal Way Limited, Level 1, Faculty Building, Exhibition Road, South Kensington, London SW7 2AZ

Property Team Representative: a.sewell@imperial.ac.uk

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

14 PAYMENTS

- 14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to the OPDC by way of electronic transfer marked for the attention of The Head of Development Management and using reference number 21/0181/OUTOPDC.
- 14.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 14.3 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15 NO WAIVER

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

16 NO FETTER OF DISCRETION

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

17 INTEREST ON LATE PAYMENT

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

18 INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Index from the date of the planning committee meeting referred to in Recital (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 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:
- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or

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

19.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers, lessees, tenants or Occupiers of individual Residential Units (which for the avoidance of doubt excludes a purchaser of the Build to Rent Housing or an Affordable Housing Provider) or their mortgagees or successors in title to either the purchaser or lessee or tenant or Occupier or mortgagee, save in respect of the obligations in:

- (a) paragraph 6 of schedule 2 (*Affordable Housing*);
- (b) paragraph 2.3 and 2.4 of schedule 3 (*Build to Rent*) to the extent that the Residential Management Plan includes obligations, restrictions or requirements on individual tenants of the Build to Rent Units.
- (c) paragraph 2.3 of schedule 7 (*Car and Cycle Parking*) to the extent that the approved Car Parking Management Plan and or Cycle Parking Management Plan includes obligations, restrictions or requirements on purchasers or lessees or Occupiers of individual Residential Units.
- (d) paragraphs 4.1, 4.3 and 5.1 of schedule 7 (*Car and Cycle Parking*); and
- (e) paragraph 2.3 and 3.3 of schedule 8 (*Framework Travel Plan*) to the extent that the approved Phase 1 Framework Travel Plan and/or the approved Phase 2 Travel Plan includes obligations, restrictions or requirements on purchasers or lessees or Occupiers of individual Residential Units.

19.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual tenants or Occupiers of individual Co-Living Accommodation Units (which for the avoidance of doubt excludes a purchaser or lessee of the Co-Living Accommodation) save in respect of the obligations in:

- (a) paragraph 2.3 of schedule 7 (*Car and Cycle Parking*) to the extent that the approved Car Parking Management Plan and or Cycle Parking Management Plan includes obligations, restrictions or requirements on tenants or Occupiers of individual Co-Living Accommodation Units.
- (b) paragraphs 4.1, 4.3 and 5.1 of schedule 7 (*Car and Cycle Parking*); and
- (c) paragraph 2.3 and 3.3 of schedule 8 (*Framework Travel Plan*) to the extent that the approved Phase 1 Framework Travel Plan and/or the approved Phase 2 Travel Plan includes obligations, restrictions or requirements on tenants or Occupiers of individual Co-Living Accommodation Units;
- (d) paragraph 3.1(c) of schedule 14 (*Purpose Built Co-Living Accommodation*) to the extent that the Co-Living Management Plan includes obligations, restrictions or requirements on individual tenants or Occupiers of the Co-Living Accommodation Units.

19.4 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual tenants or Occupiers of individual Student Housing Units (which for the avoidance of doubt excludes a purchaser or lessee of the Student Accommodation) save in respect of the obligations in:

- (a) paragraph 2.3 of schedule 7 (*Car and Cycle Parking*) to the extent that the approved Car Parking Management Plan and or Cycle Parking Management Plan includes obligations, restrictions or requirements on tenants or Occupiers of individual Student Housing Units.

- (b) paragraphs 4.1, 4.3 and 5.1 of schedule 7 (*Car and Cycle Parking*); and
 - (c) paragraph 2.3 and 3.3 of schedule 8 (*Framework Travel Plan*) to the extent that the approved Phase 1 Framework Travel Plan and/or the approved Phase 2 Travel Plan includes obligations, restrictions or requirements on tenants or Occupiers of individual Student Housing Units;
 - (d) paragraph 5.3 of schedule 17 (*Student Accommodation*) to the extent that the Student Accommodation Management Plan includes obligations, restrictions or requirements on individual tenants or Occupiers of the Student Housing Units.
- 19.5 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of individual completed Non-Residential Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee, save in respect of the obligations in:
- (a) paragraphs 4.1, 4.3 and 5.1 of schedule 7 (*Car Parking*);
 - (b) paragraph 2.3 and 3.3 of schedule 8 (*Framework Travel Plan*) to the extent that the approved Phase 1 Framework Travel Plan and/or the approved Phase 2 Travel Plan of individual Non-Residential Units includes obligations, restrictions or requirements on individual purchasers or lessees or Occupiers of individual Non-Residential Units;
 - (c) paragraph 9.1(c) of schedule 11 (*Training and Skills*) to the extent that the Jobs and Employment Strategy and Management Plan (Operational) includes obligations, restrictions or requirements on individual purchasers or lessees or Occupiers of individual Non-Residential Units);
 - (d) paragraphs 3.1(e) of schedule 16 (*Affordable Workspace*).
- 19.6 Subject to paragraph 8 of schedule 2, no obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Owner's interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owner.
- 19.7 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

20 DISPUTES

- 20.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 20.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 20 on the reference of any of the parties to the Dispute.
- 20.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within

a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 20.1, then any party may request:

- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
- (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
- (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
- (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
- (e) if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; and
- (f) in all other cases, the President of the Law Society to nominate the Expert.

20.4 If the Dispute shall relate to matters falling within two or more of clauses 20.3(a) to 20.3(f) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 20.3(a) to 20.3(f) (inclusive) to act as joint Experts.

20.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties (in the absence of manifest error).

20.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.

20.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:

- (a) he shall call for representations from all parties with ten Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
- (b) he shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 20.7(a) to make counter representations;
- (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
- (d) he shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

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

21 MISCELLANEOUS PROVISIONS

- 21.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Deed.
- 21.2 Without prejudice to the terms of this Deed and the obligations imposed on the Owner herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or a Varied Planning Permission) granted after the date of this Deed.
- 21.3 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
 - (b) is quashed, revoked or (without the consent of the Owner) modified.
- 21.4 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court PROVIDED THAT any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties
- 21.5 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.
- 21.6 No variation to this Deed shall be effective unless made by deed.
- 21.7 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 21.8 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.
- 21.9 If the OPDC agrees pursuant to a Varied Planning Permission to any variation or release of any condition contained in the Planning Permission (or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act) the covenants and provisions of this Deed shall be deemed to bind the Varied Planning Permission and to apply in equal terms to the Varied Planning Permission save where the OPDC in their determination of such an application for a Varied Planning Permission indicate that consequential amendments are required to this Deed to reflect the impact of the Section 73 application and in such circumstances a separate deed pursuant to Section 106 and or Section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

22 GOVERNING LAW

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

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

SCHEDULE 1

Phasing Plan and Strategy

1 DEFINITIONS

- Phasing Plan and Strategy** an overarching phasing plan and strategy setting out the timing and delivery of each Phase or Sub-Phase, as applicable, and which shall include the following:
- (a) programme for submission of planning applications for each Phase or Sub-Phase;
 - (b) programme for construction of each Phase or Sub-Phase;
 - (c) details of and timing for delivery of the Affordable Housing Units in each Phase or Sub-Phase;
 - (d) details of and timing for delivery of highway works; and
 - (e) details of and timing for delivery of cycle parking, car parking, vehicle servicing bays, landscaping and open space in each Phase or Sub-Phase.

2 PHASING PLAN

The Owner shall:

- 2.1 submit a Phasing Plan and Strategy to the OPDC for written approval prior to the Implementation of the Development;
- 2.2 not Implement any Phase or Sub-Phase until the Phasing Plan and Strategy for that Phase or Sub-Phase has been approved in writing by the OPDC;
- 2.3 submit an updated Phasing Plan and Strategy to the OPDC for written approval:
 - (a) unless otherwise agreed in writing by the OPDC, on each anniversary of Implementation of the Development until the Development as a whole is Practically Completed; and
 - (b) with each application for the approval of Reserved Matters.
- 2.4 implement and comply at all times with the approved Phasing Plan and Strategy associated with that Phase or Sub-Phase PROVIDED that:
 - (a) the Owner may at any time submit an updated Phasing Plan and Strategy for a Phase or Sub-Phase to the OPDC for written approval by the OPDC; and
 - (b) this obligation does not require the Owner to continue to implement the Development and/or carry out the Development in its entirety.

SCHEDULE 2

Affordable Housing

1 DEFINITIONS

Affordable Co-Living Accommodation Contribution	the sum of £22,500,000 Index Linked payable by the Owner to the OPDC towards the provision of off-site affordable housing within the administrative area of the OPDC;
Affordable Housing	housing including London Affordable Rented Housing, London Living Rent Housing, London Shared Ownership Housing and Discounted Market Rent Housing (but not Affordable Student Housing) provided to eligible households whose needs are not met by the market and which housing should: (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in Section 2 of the London Government Act 1963);
Affordable Housing Provider	(a) a provider of Affordable Housing registered under Section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing, in each case either nominated or approved by the OPDC (such approval not to be unreasonably withheld or delayed);
Affordable Housing Statement	a statement to be prepared for each relevant Building in Phase 2 setting out the proportion of Affordable Housing, the tenure split and unit size mix proposed to be provided in the relevant Building;
Affordable Housing Tenure Split	the Phase 1 Tenure Split and or the Phase 2 Tenure Split, as applicable;
Affordable Housing Units	the Residential Units (which for the avoidance of doubt excludes Student Housing Units and Co-Living Accommodation Units) to be provided as Affordable Housing comprising not less than 35% (by Habitable Room) of the said

Residential Units and "**Affordable Housing Unit**" shall be construed accordingly;

Affordable Student Housing has the meaning in schedule 17;

Charge a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;

Chargee any mortgagee or chargee of a provider of Affordable Housing registered under Section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

Co-Living Accommodation has the definition set out in schedule 14 of this Deed;

Co-Living Accommodation Units has the definition set out in schedule 14 of this Deed;

CPI the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the OPDC may determine, acting reasonably;

Date of Deemed Service in each instance where a Chargee has served a Default Notice under paragraph 8.1(a) of schedule 2:

- (a) in the case of service by delivery by hand of the Default Notice to the OPDC's offices at Brent Civic Centre, 32 Engineers Way, Wembley HA9 0FJ (or such alternative address as may be specified by the OPDC pursuant to clause 13.2) during office hours, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the OPDC's offices at Brent Civic Centre, 32 Engineers Way, Wembley HA9 0FJ (or such alternative address as may be specified by the OPDC pursuant to clause 13.2), the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the OPDC (by Royal Mail proof of delivery or otherwise)

Default Notice a notice in writing served on the OPDC by the Chargee under paragraph 8.1(a) of schedule 2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

Discounted Market Rent Housing

housing offered to Eligible Renters:

- (a) at a rent that is not more than 80% of market rent and, in respect of the following sizes of units, not more than the following:
 - (i) studio: 70% of market rent;
 - (ii) one bedroom: 59% of market rent;
 - (iii) two-bedroom: 51% of market rent;
 - (iv) three-bedroom: 47% of market rent;
 - (b) on the basis that annual housing costs, including rent and Service Charges:
 - (i) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report; and
 - (ii) in respect of the following sizes of units, on first letting, must not exceed 28% of the corresponding annual gross income upper limit specified below (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income):
 - (A) studio: £54,000;
 - (B) one-bedroom: £56,000;
 - (C) two-bedroom: £58,000;
 - (D) three-bedroom: £60,000;
- or such increased annual gross income upper limits as may be published by the GLA between the date of this Deed and the date of first letting;

Discounted Market Rent Housing Units

the Affordable Housing Units to be provided in Building A and Building E (comprising 112 Affordable Housing Units in Building A and up to 104 Affordable Housing Units in Building E) to be made available for Discounted Market Rent Housing in accordance with this schedule 2 together with any Additional Affordable Housing Units which are to be delivered as Discounted Market Rent Housing;

Discounted Market Rent Housing Units Marketing Procedure

that in respect the Discounted Market Rent Housing Units only:

- (a) Eligible Renters who live or work in the OPDC area or anywhere in LBE have priority for the first month of marketing;

(b) Eligible Renters who live or work in the OPDC area or anywhere in LBE, LBHF or LBB have priority for the second month of marketing;

(c) Eligible Renters who are key workers in the OPDC area or who are key workers in any London Borough have priority from the third month of marketing

(d) Eligible Renters who live or work in the OPDC area or live or work in any London Borough have priority from the fourth month of marketing;

Eligible Purchaser

means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the GLA Shared Ownership Income Cap;

Eligible Renter

an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit or the Discounted Market Rent Housing Unit (as applicable) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;

GLA

the Greater London Authority or any successor in statutory function;

GLA Shared Ownership Income Cap

the maximum Household Income threshold specified for shared ownership in the latest London Plan Annual Monitoring Report such upper limit not to be lower than the amount set out at the date of this Deed being £90,000 (ninety thousand pounds);

Habitable Room

any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

Household

in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;

Household Income

- (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and
- (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;

Intention Notice	a notice in writing served on the Chargee by the OPDC under paragraph 8.2 of schedule 2 that the OPDC is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
London Affordable Rented Housing	rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: (a) including Service Charges, up to 80% of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA in 2022/23 plus any increase permitted by the Regulator of Social Housing;
London Affordable Rented Housing Units	the Affordable Housing Units to be provided in Building D2 comprising up to 53 Affordable Housing Units if made available for London Affordable Rented Housing in accordance with schedule 2 together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing;
London Design Standards	means the applicable housing design standards set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (2016) and the Mayor of London's and Homes and Communities Agency's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time;
London Living Rent Housing	rented housing that is required to be offered to Eligible Renters on a time-limited tenancy: (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant; (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice; (c) at rents not exceeding the relevant maximum rents published by the GLA annually; and (d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;
London Living Rent Housing Units	the Affordable Housing Units comprising 49 Affordable Housing Units in Building A and 30% of the Affordable Housing Units in Building E to be made available for London Living Rent Housing in accordance with this schedule 2

	together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing;
London Plan	the London Plan published in 2021 as revised from time to time;
London Plan Annual Monitoring Report	the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
London Shared Ownership Housing	housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in Section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report and " London Shared Ownership Lease " and " London Shared Ownership Lessee " shall be construed accordingly;
London Shared Ownership Housing Units	the Affordable Housing Units to be provided in Building C comprising up to 84 Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with this schedule 2 together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing;
London Shared Ownership Housing Units Marketing Procedure	means that in respect the London Shared Ownership Housing only: (a) Eligible Purchasers who live or work in the OPDC area or anywhere in LBE have priority for the first month of marketing; (b) Eligible Purchasers who live or work in the OPDC area or anywhere in LBE, LBHF or LBB have priority for the second month of marketing; (c) Eligible Purchasers who are key workers in the OPDC area or who are key workers in any London Borough have priority from the third month of marketing (d) Eligible Purchasers who live or work in the OPDC area or live or work in any London Borough have priority from the fourth month of marketing;
Marketing Period	four months of the relevant London Shared Ownership Housing Unit being marketed and in the case of the Discounted Market Rent Housing Units five months of the relevant Discount Market Rent Housing Unit being marketed;

Mayor's Funding Guidance	"Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2020 or any update or replacement guidance;
Moratorium Period	in each instance where a Chargee has served a Default Notice under paragraph 8.1(a) of schedule 2, the period from (and including) the Date of Deemed Service on the OPDC of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the OPDC);
Nominations Cascade Procedure	in respect of the London Living Rent Housing Units only: (a) Eligible Renters on the LBE intermediate housing waiting list or equivalent have priority in respect of the London Living Rent Housing Units; (b) if LBE is unable to nominate to a London Living Rent Housing Unit it will be offered to Eligible Renters on the equivalent intermediate housing lists in LBHF and LBB; (c) if LBHF and LBB are unable to nominate to a London Living Rent Housing Unit it will be made available to Eligible Renters through the London Wide Register for a period of 3 months; and (d) if all three Boroughs are unable to nominate to a London Living Rent Housing Unit and the unit is not allocated through the London Wide Register in accordance with the step set out at (c) above, the nomination right returns to the Owner to be allocated to an Eligible Renter on the basis of criteria to be agreed with the OPDC;
Open Market Housing Units	the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units;
Option	the option to be granted to the OPDC (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 8.3 of schedule 2 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;
Phase 1 Tenure Split	shall have the meaning in paragraph 4.1(b) of this schedule;
Phase 2 Tenure Split	shall have the meaning in paragraph 5.1(a) of this schedule;
Public Subsidy	funding from the OPDC and/or the GLA together with any additional public subsidy secured by the Owner or Affordable Housing Provider to support the delivery of the Development;
Rent Guidance	the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 and/or the Direction on the Rent Standard 2023 issued by the Department for Levelling Up, Housing and Communities in December 2022 or such other replacement guidance or direction or legislation;

Rent and Nominations Agreement

in the case of the London Affordable Rent Housing Units an agreement to be entered into between the Affordable Housing Provider and the Boroughs (where the Affordable Housing Provider is not any of the Boroughs) in the form annexed to this Deed at Annex 3 and providing the Boroughs with nomination rights in respect of the London Affordable Rent Housing Units as follows:

- (a) 70% to LBE;
- (b) 10% to LBHF;
- (c) 10% to LBB; and
- (d) 10% to GLA

(using the OPDC's rounding calculator and the OPDC's nominations policy principles to adjust to whole numbers of units);

Rent Standard

any standard set by the Regulator of Social Housing in relation to rent (including any associated explanatory notes, statements or guidance) from time to time under section 194 of the Housing and Regeneration Act 2008 pursuant to any applicable Direction on the Rent Standard;

RTA Purchaser

a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes;

Service Charges

all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit;

Social Rented Housing

rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents and "**Social Rent**" shall be construed accordingly;

Social Rented Housing Units

the Affordable Housing Units to be provided in Building D2 comprising up to 53 Affordable Housing Units if made available for Social Rented Housing in accordance with schedule 2 together with any Additional Affordable Housing Units which are to be delivered as Social Rented Housing;

Staircasing

the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit

up to a maximum of 100% equity and "**Staircased**" shall be construed accordingly;

Sums Due

all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;

Target Rent

rent set at a level and in accordance with the Rent Standard;

Working Day

any day except Saturday, Sunday and any bank or public holiday.

2 AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 2.1 The Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split (as may be amended following assessment of Development Viability Information pursuant to paragraph 4 of schedule 4) and the remaining paragraphs of this schedule 2.
- 2.2 The Affordable Housing Units and Additional Affordable Housing Units shall together not exceed 50% (by Habitable Room) of the Residential Units PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Tenure Split.

3 AFFORDABLE HOUSING PROVISION GENERALLY

- 3.1 Prior to the Commencement of the Development the Owner shall submit to the OPDC and obtain its approval to a list of companies or organisations involved in the provision of Affordable Housing who if approved shall be capable of being Affordable Housing Providers for the Development.
- 3.2 The Owner shall:
 - (a) ensure that 10% of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
 - (b) provide details (including 1:50 floor plans) of the proposed wheelchair accessible Affordable Housing Units in a Building to the OPDC for approval prior to Commencement of that Building;
 - (c) not Commence a Building until the details of the proposed wheelchair accessible Affordable Housing Units to be provided in that Building have been approved in writing by the OPDC; and
 - (d) ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards and to be tenure blind from the Open Market Housing Units.

4 AFFORDABLE HOUSING IN PHASE 1 OF THE DEVELOPMENT

- 4.1 Prior to the Occupation of Building A the Owner shall submit to the OPDC for approval the initial locations of Discounted Market Rent Housing Units and London Living Rent Housing Units to

be provided pursuant to and in accordance with paragraph 4.4 of this schedule (including the Phase 1 Tenure Split).

- 4.2 Not to Occupy Building A until the OPDC has approved the initial locations of Discounted Market Rent Housing Units and London Living Rent Housing Units to be provided pursuant to and in accordance with paragraph 4.4 of this schedule.
- 4.3 The Owner shall on each anniversary of first Occupation of Building A notify the OPDC of the locations of the Discounted Market Rent Housing Units and London Living Rent Housing Units within Building A which shall at all times accord with the Phase 1 Tenure Split.
- 4.4 The Owner shall provide:
- (a) the Discounted Market Rent Housing Units and London Living Rent Housing Units in Building A in the initial locations approved by the OPDC pursuant to paragraph 4.1 of this schedule 2 (and for the avoidance of doubt the Owner may provide the Discounted Market Rent Housing Units and London Living Rent Housing Units in alternative locations within Building A following first lettings provided that at all times the Owner accords with the Phase 1 Tenure Split and unit size mix); and
 - (b) in the following tenure split (the "**Phase 1 Tenure Split**") and unit size mix:

Unit Size	1 bed 1 person	1 bed 2 person	2 bed 4 person	3 bed 6 person	Total
London Living Rent	0	15 (31%)	18 (37%)	16 (33%)	49
Discounted Market Rent	40 (36%)	51 (46%)	17 (15%)	4 (4%)	112
Total	40 (25%)	66 (41%)	35 (22%)	20 (12%)	161

- 4.5 The Owner shall:
- (a) prior to first Occupation of more than 65% of the Build to Rent Units in Building A Practically Complete the Affordable Housing Units in Building A and make them available for Occupation;
 - (b) not first Occupy more than 65% of the Build to Rent Units in Building A until the requirements of paragraph 4.5(a) has been satisfied in full.

5 AFFORDABLE HOUSING IN PHASE 2 OF THE DEVELOPMENT

- 5.1 The Owner shall:
- (a) submit to the OPDC for approval an Affordable Housing Statement with each Reserved Matters application for a Building or Buildings in Phase 2 of the Development which proposes the inclusion of Affordable Housing. Unless approved in writing by the OPDC or amended following assessment of Development Viability Information submitted pursuant to paragraph 4 of schedule 4, the proposed tenure split and unit mix for each Building in Phase 2 of the Development shall be such that the following tenure split (the "**Phase 2 Tenure Split**") and unit size mix is provided for Phase 2 of the Development and such that a minimum of 30% (by unit) and 42% (by Habitable Room) of the

Discounted Market Rent Housing Units to be provided within the entire Development (across Phase 1 and Phase 2 combined) are London Living Rent Housing:

Unit Size	1 bed 1 person	1 bed 2 person	2 bed 4 person	3 bed 6 person	Total
London Affordable Rent	0	6 (11%)	18 (34%)	29 (55%)	53
Shared Ownership	0	56 (67%)	28 (33%)	0	84
London Living Rent	0	15 (33%)	13 (29%)	17 (38%)	45
Discounted Market Rent	39 (37.5%)	51 (49%)	12 (11.5%)	2 (2%)	104
Total	39 (13.5%)	128 (44.5%)	71 (25%)	48 (17%)	286

- (b) not Commence construction of a Building in Phase 2 of the Development until the Affordable Housing Statement for that Building has been approved by the OPDC.

5.2 In the event that Building C and or Building D2 is being carried out by an Affordable Housing Provider the Owner (being that Affordable Housing Provider) shall:

- (a) prior to first Occupation of more than 65% of the Private Residential Units in Building C:
- (i) Practically Complete the Affordable Housing Units in both Building C and or Building D2, as applicable, and make them available for Occupation; and
 - (ii) enter into a Rent and Nominations Agreement with the Boroughs giving nomination rights in respect of any London Affordable Rent Housing Units or Social Rented Housing Units in both Building C and or Building D2, as applicable, for the life of the Development.
- (b) not first Occupy more than 65% of the Private Residential Units in Building C until the requirements of paragraph 5.2(a) have been satisfied in full.

5.3 In the event that Building C and or Building D2 is being carried out by the Owner or an owner who is not an Affordable Housing Provider the Owner shall:

- (a) prior to first Occupation of more than 65% of the Private Residential Units in Building C:
- (i) Practically Complete the Affordable Housing Units in both Building C and or Building D2, as applicable, and make them available for Occupation;
 - (ii) dispose of the Affordable Housing Units in either or both of Building C and Building D2, as applicable, to an Affordable Housing Provider either by way of sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will enter into a Rent and Nominations Agreement to provide the Boroughs with nomination rights in respect of any London Affordable Rent Housing Units or Social Rented Housing Units in Building C and or Building D2, as applicable, for the life of the Development;

- (b) not first Occupy more than 65% of the Private Residential Units in Building C until the requirements of paragraph 5.3(a) have been satisfied in full.

5.4 The Owner shall:

- (a) prior to first Occupation of more than 65% of the Private Residential Units in Building E Practically Complete the Affordable Housing Units in Building E and make them available for Occupation;
- (b) not first Occupy more than 65% of the Private Residential Units in Building E until the requirements of paragraph 5.4(a) have been satisfied in full.

5.5 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Owner in this schedule in relation to those Affordable Housing Units shall be binding on and shall be observed and performed by the Affordable Housing Provider as the Owner's successor in title and where any obligation is expressed as an obligation on the Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

6 ELIGIBILITY CRITERIA AND OCCUPATION RESTRICTIONS

6.1 It is agreed that the restrictions contained in this paragraph 6 shall be subject to the provisions of paragraph 7.

London Affordable Rented Housing Units

6.2 The London Affordable Rented Housing Units shall not be Occupied for any purpose other than for London Affordable Rented Housing for the lifetime of the Development and all occupational leases and tenancies of such units shall include a provision preventing sub letting and underletting.

Social Rented Housing Units

6.3 The Social Rented Housing Units shall not be Occupied for any purpose other than for Social Rented Housing for the lifetime of the Development and all occupational leases and tenancies of such units shall include a provision preventing sub letting and underletting.

London Living Rent Housing Units

6.4 The London Living Rent Housing Units shall for the lifetime of the Development:

- (a) not be Occupied for any purpose other than for London Living Rent Housing; or
- (b) not be let to any person other than an Eligible Renter in accordance with the Nominations Cascade Procedure;

and all occupational leases and tenancies of such units shall include a provision preventing sub letting and underletting.

Shared Ownership Units

6.5 Prior to the Disposal or First Occupation of any London Shared Ownership Unit the Owner shall submit and obtain the approval of the OPDC to a scheme containing details of how the London

Shared Ownership Housing Units will be marketed to accord with the London Shared Ownership Housing Units Marketing Procedure.

- 6.6 The Owner shall not commence the marketing of any London Shared Ownership Housing Units unless and until it has notified the OPDC of the date on which the marketing of London Shared Ownership Housing Units will commence PROVIDED THAT such date shall not be prior to the OPDC's approval of the scheme required to be submitted pursuant to paragraph 6.5.
- 6.7 Subject always to paragraph 6.8 below, the Owner covenants to use reasonable endeavours during the relevant Marketing Period, to dispose of the London Shared Ownership Housing Units in accordance with the London Shared Ownership Housing Units Marketing Procedure approved pursuant to paragraph 6.5 above.
- 6.8 If at the end of the relevant Marketing Period, a London Shared Ownership Housing Unit has not been disposed of to an Eligible Purchaser who lives or works in the OPDC area or any London Borough:
- (a) the Owner shall submit a written report to the OPDC detailing the steps it has taken in using its reasonable endeavours to dispose of that London Shared Ownership Housing Unit in accordance with the London Shared Ownership Housing Units Marketing Procedure as required by paragraph 6.7; and
 - (b) the relevant London Shared Ownership Housing Unit may thereafter be disposed of to any Eligible Purchaser.
- 6.9 The London Shared Ownership Housing Units shall not be occupied for any purpose other than London Shared Ownership Housing or sold to any purchaser other than an Eligible Purchaser for the lifetime of the Development, except where Staircasing applies and where the London Shared Ownership Lessee has Staircased to 100% equity in respect of a particular London Shared Ownership Housing Unit.

Discounted Market Rent Housing Units

- 6.10 Prior to the letting or First Occupation of any Discounted Market Rent Housing Unit the Owner shall submit and obtain the approval of the OPDC to a scheme containing details of how the Discounted Market Rent Housing Units will be marketed to accord with the Discounted Market Rent Housing Units Marketing Procedure.
- 6.11 The Owner shall not commence the marketing of any Discounted Market Rent Housing Units unless and until it has notified the OPDC of the date on which the marketing of the Discounted Market Rent Housing Units will commence PROVIDED THAT such date shall not be prior to the OPDC's approval of the scheme required to be submitted pursuant to paragraph 6.10.
- 6.12 Subject always to paragraph 6.13 below, the Owner covenants to use reasonable endeavours during the relevant marketing period referenced in the Discounted Market Rent Housing Units Marketing Procedure to let the Discounted Market Rent Housing Units in accordance with the Discounted Market Rent Housing Units Marketing Procedure approved pursuant to paragraph 6.10 above.
- 6.13 If at the end of the Marketing Period, a Discounted Market Rent Housing Unit has not been let to an Eligible Renter who lives or works in the OPDC area or any London Borough:
- (a) the Owner shall submit a written report to the OPDC detailing the steps it has taken in using its reasonable endeavours to let that Discounted Market Rent Housing Unit in accordance with the Discounted Market Rent Housing Units Marketing Procedure as required by paragraph 6.12; and

- (b) the relevant Discounted Market Rent Housing Unit may thereafter be let to any Eligible Renter.

6.14 The Discounted Market Rented Housing Units shall not be Occupied for any purpose other than for Discounted Market Rented Housing for the lifetime of the Development and all occupational leases and tenancies of such units shall include a provision preventing subletting and underletting.

7 EXCLUSION OF LIABILITY

7.1 The obligations and restrictions contained in paragraph 6 of this schedule shall not bind:

- (a) a Chargee PROVIDED THAT they have first complied with the provisions of paragraph 8;
- (b) any RTA Purchaser;
- (c) any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;
- (d) any person or body deriving title through or from any of the Parties mentioned in paragraphs 7.1(a) to 7.1(c); or
- (e) any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100% of the equity in such unit through Staircasing.

8 CHARGE IN POSSESSION

8.1 In order to benefit from the protection granted by paragraph 7.1(a), a Chargee must:

- (a) serve a Default Notice on the OPDC by delivery by hand to the OPDC's offices during the OPDC's office hours or using first class registered post to the OPDC's offices in either case addressed to the Head of Planning of the OPDC prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
- (b) when serving the Default Notice, provide to the OPDC official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
- (c) subject to paragraph 8.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 8.3 below.

8.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the OPDC may serve an Intention Notice on the Chargee.

8.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the OPDC and the Chargee), the Chargee will grant the OPDC (and/or the OPDC's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

- (b) the price for the sale and purchase will be agreed in accordance with paragraph 8.4(b) below or determined in accordance with paragraph 8.5 below;
- (c) PROVIDED THAT the purchase price has been agreed in accordance with paragraph 8.4(b) below or determined in accordance with paragraph 8.5 below, but subject to paragraph 8.3(d) below, the OPDC (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of:
 - (i) notification in writing by the OPDC (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and
 - (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

8.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the OPDC (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this schedule 2; and
 - (ii) (unless otherwise agreed in writing between the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

8.5 On the date falling ten Working Days after service of the Intention Notice, if the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 8.4(b)(i) above:

- (a) the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 8.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;

- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the OPDC, the OPDC's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

8.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraph 6 of this schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the OPDC has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the OPDC (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the OPDC (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

8.7 The OPDC (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 8.1 to 8.6 above (inclusive).

9 AFFORDABLE CO-LIVING ACCOMMODATION CONTRIBUTION

9.1 This paragraph 9 of schedule 2 shall only apply if Building F is delivered as Co-Living Accommodation.

9.2 The Owner shall:

- (a) prior to the First Occupation of 50% of the Co-Living Accommodation pay to the OPDC 50% of the Affordable Co-Living Accommodation Contribution;
- (b) not Occupy more than 50% of the Co-Living Accommodation until 50% of the Affordable Co-Living Accommodation Contribution has been paid to and received by the OPDC in full;
- (c) prior to the First Occupation of 75% of the Co-Living Accommodation pay to the OPDC the remaining 50% of the Affordable Co-Living Accommodation Contribution;
- (d) not Occupy more than 75% of the Co-Living Accommodation until the remaining 50% of the Affordable Co-Living Accommodation Contribution has been paid to and received by the OPDC in full.

SCHEDULE 3**Build to Rent****1 DEFINITIONS**

Build to Rent Housing	purpose built housing that is available for rent;
Build to Rent Units	all the Residential Units in Building A and Building E and which are to be let on the open market;
Clawback Amount	a sum of money (A) to be paid prior to a Clawback Disposal and to be determined by the OPDC under paragraphs 3.3 to 3.6 of schedule 3 using the following formula: $A=B-C$ where: B is the value of the Build to Rent Units to be valued on the assumption that such units are to be sold free of the restrictions in schedule 3 and based on the consideration to be paid under that Clawback Disposal for each Build to Rent Unit which is intended to be Disposed; and C is £296,743,613 being the value of the Build to Rent Units as at the date of the Planning Permission valued on the assumption that such units are subject to the restrictions in schedule 3 such valuation to be adjusted by the percentage change in the average rental values for the OPDC's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function);
Clawback Disposal	a Disposal of one or more Build to Rent Units during the Covenant Period other than: (a) a letting of Build to Rent Unit in accordance with the Approved Residential Management Plan; or (b) a Disposal that is part of a Disposal of the Build to Rent Units in a Building to a single purchaser PROVIDED THAT the Build to Rent Units remain in rented tenure;
Covenant Period	in respect of each of Building A and Building E, 15 years starting from (and including) the later of the first Occupation Date of the Build to Rent Units in the Building or the date on which all of the Build to Rent Units in the Building are available for occupation;
Residential Management Plan	a plan to be prepared for each of Building A and Building E setting out details of the management of the Build to Rent Housing, and which shall include the following requirements unless otherwise agreed in writing with the OPDC: (a) each Build to Rent Unit shall be self-contained and let separately for residential use;

- (b) the length of each tenancy agreement of each Build to Rent Unit shall be offered at a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (c) each tenancy agreement of each Build to Rent Unit shall contain a break clause allowing the tenant to end the tenancy agreement any time after the first six months of the tenancy agreement with at least one month's notice;
- (d) the Build to Rent Units in the Building shall be managed as a whole by a single professional property manager which:
 - (i) provides a consistent and quality level of housing management;
 - (ii) has some daily on-site presence;
 - (iii) is part of an accredited ombudsman scheme;
 - (iv) is a member of the British Property Federation and/or regulated by the Royal Institution of Chartered Surveyors;
 - (v) complies with the Royal Institution of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
 - (vi) has a complaints procedure; and
 - (vii) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and
- (e) all rent increases within the term of each tenancy agreement of each Build to Rent Unit shall be calculated by reference to the method of calculation and formula which shall be made clear to the tenant before the start of each tenancy.

2 BUILD TO RENT HOUSING PROVISION

The Owner shall:

- 2.1 submit to the OPDC a Residential Management Plan for approval in respect of each of Building A and Building E (as approved, the "**Approved Residential Management Plan**") prior to Occupation of any Build to Rent Unit in the relevant Building;
- 2.2 not Occupy or cause or permit the Occupation of any Build to Rent Unit in each of Building A or Building E until the Residential Management Plan for the relevant Building has been submitted to and approved by the OPDC;
- 2.3 provide the Build to Rent Units in accordance with the relevant Approved Residential Management Plan (subject to any minor amendments agreed in writing with the OPDC);

- 2.4 not Occupy or cause or permit the Occupation of the Build to Rent Units except in accordance with the relevant Approved Residential Management Plan (subject to any minor amendments agreed in writing with the OPDC); and
- 2.5 upon reasonable notice from the OPDC and no more frequently than every six months, provide to the OPDC such evidence as the OPDC reasonably requires to demonstrate the Owner's compliance with the relevant Approved Residential Management Plan,

PROVIDED THAT this paragraph 2 shall cease to apply in respect of a Build to Rent Unit upon a Clawback Disposal (PROVIDED THAT the Owner has paid the Clawback Amount).

3 BUILD TO RENT HOUSING COVENANT

- 3.1 Subject to paragraph 3.8 of this schedule 3, the Owner shall not cause or permit a Clawback Disposal unless and until the Clawback Amount has been paid to the OPDC.
- 3.2 Not less than 30 Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the OPDC of such Clawback Disposal including the following information:
 - (a) the anticipated date of that Clawback Disposal;
 - (b) the Build to Rent Unit(s) which is intended to be Disposed and its size in m² and number of Habitable Rooms;
 - (c) the amount of consideration to be paid under that Clawback Disposal for each Build to Rent Unit which is intended to be Disposed (including documentary evidence);
 - (d) the Owner's calculation of the Clawback Amount; and
 - (e) the identity and address of the person(s) to whom the Build to Rent Unit(s) are intended to be Disposed.
- 3.3 The OPDC shall assess the information submitted under paragraph 3.2 of this schedule 2 to determine the Clawback Amount.
- 3.4 The OPDC may appoint an external consultant to assess the information submitted under paragraph 3.2 of this schedule 3 and to determine the Clawback Amount.
- 3.5 If the OPDC and/or its external consultant requests from the Owner further information or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to the OPDC and/or the external consultant (as applicable and with a copy to the other party) within ten Working Days of receiving the relevant request and this process may be repeated until the OPDC and/or its external consultant has all the information it reasonably requires to determine the Clawback Amount.
- 3.6 The OPDC shall notify the Owner in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 3.2 of this schedule 3.
- 3.7 The Owner shall pay the OPDC's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 3.2 of this schedule 3 and in determining the Clawback Amount including those of any external consultant appointed under paragraph 3.4 of this schedule 3 within 20 Working Days of receipt of a written request for payment.
- 3.8 If the OPDC has not notified the Owner in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 3.2 of this schedule 3, the Owner may cause or permit a Clawback Disposal once it has paid to the OPDC an amount that the

Owner reasonably estimates to be the Clawback Amount (the "**Estimated Clawback Amount**") PROVIDED THAT no later than ten Working Days after the OPDC notifies the Owner in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 20, no later than ten Working Days after the final determination of the Clawback Amount), the Owner shall pay to the OPDC the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is zero) together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with clause 20 and FOR THE AVOIDANCE OF DOUBT, the OPDC shall repay to the Owner the difference between the Clawback Amount and the Estimated Clawback Amount if the Clawback Amount is less than the Estimated Clawback Amount.

- 3.9 The OPDC shall use the Clawback Amount to provide Affordable Housing in its administrative area.
- 3.10 The Owner shall notify the OPDC in writing promptly upon the completion of a Clawback Disposal.

SCHEDULE 4

Viability Review

1 DEFINITIONS

Additional Affordable Co-Living Accommodation Contribution	a payment in addition to the Affordable Co-Living Accommodation Contribution in lieu of affordable Co-Living Accommodation on the Site calculated in accordance with the Formula;
Additional Affordable Housing Contribution	a payment in lieu of Additional Affordable Housing on the Site calculated in accordance with the relevant Formula;
Additional Affordable Housing Scheme	a scheme to be prepared by the Owner and submitted to the OPDC in accordance with schedule 4 detailing the Additional Affordable Housing Units to be provided and which: (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); (b) confirms which Discounted Market Rent Housing Units (if any) are to be let at lower rents including at London Living Rent Levels to achieve a greater level of affordability for Eligible Renters (and, the level of the rents); (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 4.6 of schedule 4 applies; and (f) sets out the amount of any Additional Affordable Housing Contribution;
Additional Affordable Housing Units	the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 4.4 or 4.5 of schedule 4;
Additional Affordable Student Housing Units	the Market Student Housing Units to be converted to Affordable Student Housing Units calculated in accordance with the relevant Formula;
Affordable Student Housing Units	shall have the same meaning as in schedule 17;
Benchmark Land Value	the Existing Use Value plus a landowner's premium for the whole Site (unless otherwise agreed with the OPDC) at the date of the Planning Permission as evidenced and agreed with the OPDC and which is to be assessed in line with national,

Mayoral and professional guidance on viability in planning at the time of the Full Viability Appraisal including the Planning Practice Guidance on Viability, the London Plan Affordable Housing and Viability Supplementary Planning Guidance, and RICS Assessing Viability under the NPPF or successor documents;

Build Costs

- (a) the build costs calculated using the applicable formula at the Annex to schedule 4 and comprising costs associated with construction of the Development attributable to the Open Market Housing Units and the Commercial Floorspace supported by evidence of these costs to the OPDC's reasonable satisfaction including but not limited to:
- (b) details of payments made or agreed to be paid in the relevant building contract;
- (c) receipted invoices;
- (d) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;

Development Viability Information

the information required by each of the Formula and including in each case supporting evidence to the OPDC's reasonable satisfaction and where the intentions regarding Building F and whether it is to be developed as Student Accommodation or Co-Living Accommodation is unknown Development Viability Information shall be submitted which covers both uses;

Estimated Build Costs

the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date; and
- (b) the actual Build Costs incurred at the Review Date;

Estimated GDV

the price at which a sale of the relevant part of the Development being assessed by each Formula would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 3 of schedule 4 based on detailed comparable market evidence to be assessed by the OPDC and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the

proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;

(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

Existing Use Value

the value of the Site at the date of the Planning Permission based on the lawful existing use of the Site AND FOR THE AVOIDANCE OF DOUBT the value of the land with the benefit of the Planning Permission is not to be taken into consideration;

External Consultant

the external consultant(s) appointed by the OPDC to assess the information submitted pursuant to paragraph 3 of schedule 4;

Formula

each of the review formula within the annex to schedule 4;

Full Viability Appraisal

a full viability appraisal of the Development that is undertaken in accordance with the most recent national, Mayoral and professional guidance on viability in planning at the time of the appraisal including the Planning Practice Guidance on Viability, the London Plan Affordable Housing and Viability Supplementary Planning Guidance, and RICS Assessing Viability under the NPPF or successor documents in order to assess whether there is a surplus profit above target levels of developer profit for Additional Affordable Housing Units, and or an Additional Affordable Housing Contribution, and or Additional Affordable Student Housing Units, and or an Additional Affordable Co-Living Accommodation Contribution where the target level of developer profit as a percentage of gross development value shall be the same as those included in the Formula and in the case of London Affordable Rent and Shared Ownership housing shall be 6% and in the case of the Commercial Floorspace shall be 15% and for the avoidance of doubt such viability appraisal shall include the Benchmark Land Value as part of the development costs;

GLA

the Greater London Authority or any successor in statutory function;

Habitable Room

any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

Market Student Housing Units

shall have the same meaning as in schedule 17;

Public Subsidy	funding from the OPDC and/or the GLA together with any additional public subsidy secured by the Owner or Affordable Housing Provider to support the delivery of the Development;
Review Date	the date of the submission of the Development Viability Information pursuant to paragraph 3 of schedule 4;
Student Accommodation	shall have the same meaning as in schedule 17;
Student Housing Units	shall have the same meaning as in schedule 17;
Substantial Implementation	the Planning Permission has been Implemented and occurrence of the following in respect of the Development: (a) completion of all ground preparation works in respect of either Building A or Building F; and (b) construction to ground floor slab of either Building A or Building F;
Substantial Implementation Target Date	the date 24 months from but excluding the date of grant of the Planning Permission.

2 VIABILITY REVIEW TRIGGER

- 2.1 The Owner shall notify the OPDC in writing of the date on which it considers that the Substantial Implementation has been achieved no later than ten Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the OPDC to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 2.2 No later than five Working Days after receiving a written request from the OPDC, the Owner shall provide to the OPDC any additional documentary evidence reasonably requested by the OPDC to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 2.3 Following the Owner's notification pursuant to paragraph 2.1 of this schedule 4, the Owner shall afford the OPDC access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the OPDC shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 2.4 No later than 20 Working Days after the OPDC receives:
- (a) notice pursuant to paragraph 2.1 of this schedule 4; or
 - (b) if the OPDC makes a request under paragraph 2.2 of this schedule 4, the additional documentary evidence,

the OPDC shall inspect the Site and thereafter provide written confirmation to the Owner within ten Working Days of the inspection date as to whether or not the OPDC considers that the

Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 2.5 If the OPDC notifies the Owner that the OPDC considers that the Substantial Implementation has not been achieved then this paragraph 2 shall continue to apply mutatis mutandis until the OPDC has notified the Owner pursuant to paragraph 2.4 of this schedule 4 that the Substantial Implementation has been achieved.
- 2.6 The Owner shall not Occupy the Development or any part thereof until:
- (a) the OPDC has notified the Owner pursuant to paragraph 2.4 of this schedule 4 that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
 - (b) the OPDC has notified the Owner pursuant to paragraph 4.4 of this schedule 4 that no Additional Affordable Housing Units nor Additional Affordable Student Housing Units are required nor Additional Affordable Housing Contribution nor Additional Affordable Co-Living Accommodation Contribution; or
 - (c) if the OPDC notifies the Owner pursuant to paragraph 4.4 of this schedule 4 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 4.4 or paragraph 4.5 of this schedule 4.

3 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the OPDC under paragraph 2.4 of this schedule 4 or pursuant to dispute resolution in accordance with clause 20):
- (a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 2.4 of this schedule 4 that the Substantial Implementation has been achieved, on the basis that the OPDC may make such information publicly available:
 - (i) the Development Viability Information;
 - (ii) a written statement that applies the applicable Development Viability Information to the Formula (PROVIDED ALWAYS THAT if the result produced by the Formula is that the surplus profit is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided or an Additional Affordable Housing Contribution and or an Additional Affordable Co-Living Accommodation Contribution paid; and
 - (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
 - (b) paragraphs 4 to 7 (inclusive) of this schedule 4 shall apply.

4 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 4.1 The OPDC shall assess the information submitted pursuant to paragraph 3 of this schedule 4 and assess whether in its view Additional Affordable Housing Units and or Additional Affordable Student Housing Units and or an Additional Affordable Housing Contribution and or an Additional Affordable Co-Living Accommodation Contribution are required to be delivered in accordance with the Formula, as the case may be, and for the avoidance of doubt the OPDC

will be entitled to rely on its own evidence in determining inputs into the Formula subject to such evidence also being provided to the Owner.

- 4.2 The OPDC may appoint an External Consultant to assess the information submitted pursuant to paragraph 3 of this schedule 4.
- 4.3 In the event that the OPDC and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the OPDC or any External Consultant (as applicable and with copies to the other parties) within ten Working Days of receiving the relevant request and this process may be repeated until the OPDC and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units and or Additional Affordable Student Housing Units are required to be delivered and or an Additional Affordable Housing Contribution paid and or an Additional Affordable Co-Living Accommodation Contribution paid in accordance with the Formula.
- 4.4 When the OPDC or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3 of this schedule 4 the OPDC shall notify the Owner in writing of the OPDC's decision as to whether any Additional Affordable Housing Units and or Additional Affordable Student Housing Units and or an Additional Affordable Housing Contribution and or an Additional Affordable Co-Living Accommodation Contribution are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 4.5 Where the OPDC concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the OPDC for approval (such approval not to be unreasonably withheld or delayed) within ten Working Days of the date on which it receives the OPDC's notice pursuant to paragraph 4.4 of this schedule 4.
- 4.6 If the OPDC's assessment pursuant to paragraph 4.4 of this schedule 4 concludes that:
 - (a) a surplus profit arises following the application of the Formula but such surplus profit is insufficient to provide any Additional Affordable Housing Units or Additional Affordable Student Housing Units pursuant to the Formula; or
 - (b) a surplus profit arises following the application of the Formula but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units or Additional Affordable Student Housing Units,

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit or Additional Affordable Student Housing Unit to the OPDC as a financial contribution towards offsite Affordable Housing.

- 4.7 The Owner shall pay the OPDC's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 4 of this schedule 4 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

5 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 5.1 Where it is determined pursuant to paragraph 4.4 of this schedule 4 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 65% of the Open Market Housing Units in any Building within which Additional Affordable Housing Units are to be located unless and until it has:
 - (a) Practically Completed all of the Additional Affordable Housing Units to be provided in that Building in accordance with the Additional Affordable Housing Scheme approved by the OPDC and made them available for Occupation; and

- (b) paid any remaining surplus profit pursuant to paragraph 4.6 of this schedule 4 to the OPDC towards the delivery of offsite Affordable Housing within the OPDC's administrative area.
- 5.2 Where it is determined pursuant to paragraph 4.4 of this schedule 4 that one or more Additional Affordable Student Housing Units are required and Building F is delivered as Student Accommodation the Owner shall not Occupy more than 50% of the Market Student Housing Units until it has:
 - (a) Practically Completed all of the Additional Affordable Student Housing Units so that they are in a condition capable of being Occupied; and
 - (b) paid any remaining surplus profit pursuant to paragraph 4.6 of this schedule 4 to the OPDC towards the delivery of offsite Affordable Housing within the OPDC's administrative area.
- 5.3 Where it is determined pursuant to paragraph 4.4 of this schedule 4 that an Additional Affordable Housing Contribution and or Additional Affordable Co-Living Accommodation Contribution are required the Owner shall not Occupy more than 65% of the Open Market Housing Units in any Building within which Affordable Housing Units or Co-Living Accommodation Units are to be located unless and until it has paid the Additional Affordable Housing Contribution and or the Additional Affordable Co-Living Accommodation Contribution, as applicable.
- 5.4 The Parties agree that the terms of paragraphs 6 to 8 (inclusive) of schedule 2 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.
- 5.5 The Parties agree that the terms of paragraphs 3, 4 and 5 of schedule 17 shall apply mutatis mutandis to the provision of any Additional Affordable Student Housing Units.
- 5.6 Any Additional Affordable Housing Units provided pursuant to this paragraph 5 shall cease to be Open Market Housing Units.
- 5.7 Any Additional Affordable Student Housing Units provided pursuant to this paragraph 5 shall cease to be Market Student Housing Units.

6 FULL VIABILITY REAPPRAISAL

- 6.1 In the event that a surplus profit is evidenced through the application of the Formula, the Owner may (in its absolute discretion) submit at the same time as submitting the information required pursuant to paragraph 3 of this schedule 4 a Full Viability Appraisal and the following provisions shall apply:
 - (a) the Full Viability Appraisal shall be submitted to the OPDC with the full working model and all the calculation and assumptions included in the modelling together with detailed evidence to support the inputs and assumptions, as well as an executive summary;
 - (b) the Full Viability Appraisal shall be reviewed alongside the information required pursuant to paragraph 3 of this schedule 4 and paragraphs 4 and 5 shall apply mutatis mutandis to the assessment of the Full Viability Appraisal;
 - (c) the Affordable Housing Units shall not be less than 35% (by Habitable Room) of the Residential Units and the Affordable Student Housing Units shall not be less than 35% of the Student Housing Units, and the Affordable Co-Living Accommodation Contribution shall not be less than the Index Linked sum of £22,500,000.
- 6.2 Having undertaken the review of the Full Viability Appraisal and the information required pursuant to paragraph 3 of this schedule 4 the OPDC shall at its sole discretion provide a direction as to which approach is to be preferred (the Formula approach or the Full Viability

Appraisal) and the provisions of paragraph 4.4 to 4.7 of this schedule together with paragraph 5 shall apply. For the avoidance of doubt the OPDC is entitled to disregard the content of the viability information submitted within the report associated with the viability approach that has not been selected by the OPDC.

7 PUBLIC SUBSIDY

Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of the Formula.

8 MONITORING

- 8.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the OPDC shall report to the GLA through the Planning London Datahub the number and tenure of the Affordable Housing Units by units and Habitable Room.
- 8.2 The Parties acknowledge and agree that the OPDC shall report the following information to the GLA through the Planning London Datahub as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraph 4.4 or 4.5 of this schedule 4 or, if an Additional Affordable Housing Scheme is not required by the OPDC, the conclusion of the assessment under paragraph 4.4 of this schedule 4:
- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
 - (c) the amount of any Additional Affordable Housing Contribution or Additional Affordable Co-Living Accommodation Contribution;
 - (d) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 4.6 of this schedule 4.

9 SITE WIDE AFFORDABLE HOUSING CAP

The total amount that the Owner shall be required to provide either as on-site affordable units (whether Affordable Housing Units, Additional Affordable Housing Units, Affordable Student Housing Units or Additional Affordable Student Housing Units) and or by way of a financial contribution (whether Affordable Co-Living Accommodation Contribution, Additional Affordable Co-Living Accommodation Contribution, Additional Affordable Housing Contribution or any remaining surplus profit payable pursuant to paragraph 4.6) shall not be more than the equivalent of providing 50% (by Habitable Room) of the Residential Units in accordance with the policy compliant tenure split, 50% of the Student Housing Units and 50% (by unit) of the Co-Living Accommodation Units as affordable units.

ANNEX TO SCHEDULE 4**FORMULA****Part 1 – Early-Stage Review Formulas****Review Stage Build Costs = C**

C = Estimated scheme wide build cost comprising (site enabling works, services & highway costs, external works, basement, shell & core build costs as well as residential fit out costs, contingency) to be provided for agreement at the time of the review (£) ÷ the Scheme GIA (£psf) (contingency to be excluded for costs incurred at the point of the review)

$$C1 = C * \text{Market sale GIA}$$

$$C2 = C * \text{Build to Rent GIA}$$

$$C3 = C * \text{Co Living GIA}$$

Application Stage Build Costs = D

D = Estimated scheme wide build cost to be agreed at time of the grant of planning permission (£) to comprise (site enabling works, services & highway costs, external works, basement, shell & core build costs as well as residential fit out costs, contingency) ÷ the Scheme GIA (£psf)

The cost plan submitted evidenced at scheme GIA of **1,995,678sqft** which based of the agreed Build Costs of £724,765,000 equates to a £psf rate of £363.69psf

$$D = £363.16$$

The Application Stage Areas for each residential element have been based on the P&P accommodation schedule provided in August 2023

Market Sale Building C GIA (excluding Shared Ownership and London Living Rent) = 308,948sqft

Build to Rent Building A & E GIA (excluding DMR) = 277,080sqft + 244,987sqft = 522,067sqft

Co-Living Building F GIA = 188,273sqft

Student Building F (excluding 35% AH) GIA = 122,376sqft

$$D1 = C * \text{Market sale GIA } (£363.16 * 308,948 \text{sqft} = £112,197,556)$$

$$D2 = C * \text{Build to Rent GIA } (£363.16 * 522,067 \text{sqft} = £189,593,852)$$

$$D3 = C * \text{Co Living GIA } (£363.16 * 188,273 \text{sqft} = £68,373,223)$$

$$D4 = C * \text{Student GIA (excluding Student AH) } (£363.16 * 122,376 \text{sqft} = £44,442,068)$$

1. Proposed Market Sale Formula & Additional Affordable Housing Requirement

Review Formula

X1 = Surplus profit available for additional affordable housing from market sale (onsite or PIL)

$$X1 = (A1 - B1) - (C1 - D1) - P$$

A1 = Estimated GDV of development as determined at the time of review (£)

B1 = Estimated GDV of development as determined at the grant of planning permission (£)
(£200,411,525)

C1 = Estimated build costs as determined at the time of review (£)

D1 = Estimated build costs as determined at grant of planning permission (£) (£112,197,556)

P = (A1 - B1) * Y1 Developer profit on change in GDV (£)

Y1 = 17.5% developer profit as a percentage of GDV (%)

Additional Affordable Housing Requirement

X = Additional London Affordable Rent housing requirement (habitable rooms) (as Payment in Lieu)

$$X = ((E * F)$$

Y = Additional intermediate housing requirement (habitable rooms) (as Onsite delivery)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average value of market housing per m² (£)

B = Average value of London Affordable Rent per m² (£)

C = Average value of Shared Ownership housing per m² (£)

D = Average habitable room size for scheme (m²)

E = Surplus profit available for additional affordable housing (£)

F = 60% of surplus profit available for additional affordable housing to be used for London Affordable Rent housing (%)

G = 40% of surplus profit available for additional affordable housing to be used for Shared Ownership housing (%)

2. Proposed Build to Rent Formula & Additional Affordable Housing Requirement

Review Formula

X2 = Surplus profit available for additional on-site affordable housing from build to rent

$$X2 = (A2 - B2) - (C2 - D2) - P$$

A2 = Estimated GDV of development as determined at the time of review calculated on basis of yield at 4%*, opex at 25%, 3% purchaser costs and rents at the time of the review (£)

B2 = Estimated GDV of development as determined at the grant of planning permission (£) (£296,743,613)

C2 = Estimated build costs as determined at the time of review (£)

D2 = Estimated build costs as determined at grant of planning permission (£) (£189,593,852)

$$P = (A2 - B2) * Y2 \text{ Developer profit on change in GDV (£)}$$

Y2 = 12.5% developer profit as a percentage of GDV (%)

*4% yield is assuming a forward funded yield, if non forward funded yield to be reduced to 3.75%. B2 would amend to £316,526,520 on this basis

Additional Affordable Housing Requirement

X = Additional DMR at LLR equivalent rent (habitable rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional DMR at DMR rent (habitable rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average value of market housing per m² (£)

B = Average value of DMR at LLR equivalent rent per m² (£)

C = Average value of DMR at DMR rent per m² (£)

D = Average habitable room size for scheme (m²)

E = Surplus profit available for additional affordable housing (£)

F = 30% of surplus profit available for additional affordable housing to be used for DMR at LLR equivalent rent housing (%)

G = 70% of surplus profit available for additional affordable housing to be used for DMR at DMR rent housing (%)

3. Proposed Co-Living Formula & Additional Contribution

Review Formula

X3 = Surplus profit available for additional affordable housing financial contribution from the Co-Living

$$X3 = (A3 - B3) - (C3 - D3) - P3$$

A3 = Estimated GDV of development as determined at the time of review calculated on the basis of yield at 4.5%, opex at 35%, 3% purchaser costs and rents at the time of the review (£)

B3 = Estimated GDV of development as determined at the grant of the Planning Permission (£) (£100,256,225)

C3 = Estimated build costs as determined at the time of review (£)

D3 = Estimated build costs as determined at grant of the Planning Permission (£) (£68,373,223)

$P = (A - B) * Y$; Developer profit on change in GDV (£)

Y = 15% developer profit as a percentage of GDV as determined at the application stage (%)

*4.5% yield is assuming a forward funded yield, if non forward funded yield to be reduced to 4.25%. B2 would amend to £106,153,650 on this basis.

4. Proposed Student Accommodation Formula & Additional Affordable Student Housing Unit Requirement

Review Formula

X1 = Surplus profit available for Additional Affordable Student Housing Units

$$X1 = (A1 - B1) - (C1 - D1) - P$$

A1 = Estimated GDV of development as determined at the time of review calculated on the basis of yield at 4.9%*, opex** at £3,600 per unit, 3% purchaser costs and rents at the time of the review (£)

B1 = Estimated GDV of development as determined at the grant of planning permission (£) (£89,417,569)

C1 = Estimated build costs as determined at the time of review (£)

D1 = Estimated build costs as determined at grant of planning permission (£) (£44,442,068)

P = (A1 - B1) * Y1 Developer profit on change in GDV (£)

Y1 = 15% developer profit as a percentage of GDV (%)

*4.9% yield is assuming a forward funded yield, if non forward funded yield to be reduced to 4.25%. B2 would amend to £103,093,198 on this basis.

**opex is based on all Student Housing comprising studios rather than cluster rooms

Additional Affordable Housing Requirement

X = Additional Affordable Student Housing Unit Requirement

$$X = E \div (A - B)$$

A = Average value of Market Student Housing Unit (£)

B = Average value of Affordable Student Housing Unit (£)

E = Surplus profit available for Additional Affordable Student Housing Units (£)

SCHEDULE 5

Highways and Transport

1 DEFINITIONS

Air Quality Focus Area the focus areas indicated on the plan at Figure 3.2 of the OPDC Air Quality Study (June 2018);

Bus Contribution the total sum of £838,500 (Index Linked) to be paid to the OPDC (for payment to Transport for London) in the following instalments (or such other instalments to be agreed in writing with the OPDC from time to time):

Building A	£158,309
Building B	£198,046
Building C	£136,697
Building D1	£142,654
Building D2	£18,190
Building E	£141,830
Building F	£42,774

and applied towards increasing the capacity of the local bus network to meet the needs of the Development;

Healthy Streets and Public Realm Contribution the total sum of £2,787,860 (Index Linked) to be paid in four instalments of £696,965 (Index Linked) and applied towards mitigating air quality impacts of intensified development within the Air Quality Focus Area and street and public realm enhancements in the vicinity of the Site which may include some or all of:

- (a) an accident remediation scheme around the Gypsy Corner Gyratory;
- (b) a cycle quiet way between Gypsy Corner and Ealing Broadway;
- (c) public realm improvements in North Acton and between the Site and the proposed Old Oak Common Station and Acton Mainline Station;
- (d) cycle route improvements;
- (e) footways replacements;
- (f) Legible London signage;
- (g) CPZ consultation and review of CPZ proposals including changes to restrictions and the timing of the existing CPZ in order to reduce parking congestion around the Site;

	(h) the Portal Way (South) Works; and (i) other enhancements or initiatives which in the opinion of the OPDC and the Highway Authority are necessary to meet the needs of the Development;
Highway Agreement	an agreement entered into with the Highway Authority pursuant to inter alia Sections 38 and 278 of the 1980 Act;
Highway Authority	LBE;
Highway Reinstatement Works	works of repair and reinstatement of the highway and footways within the Highway Reinstatement Area in the vicinity of a Phase or Sub-Phase so as to repair and/or reinstate them to the same condition and standards as shown in the schedule of Highway Condition approved by the OPDC pursuant to paragraph 2.1(b) of this schedule 5;
Highway Reinstatement Area	the area shaded light orange on Plan 9;
Highway Improvement Works (Building A)	the highway works to be carried out on the A4000 comprising: (i) works to create vehicular access to a layby and servicing area adjacent to Building A as shown indicatively on Plan 6 together with such other works which the Highway Authority and the OPDC consider necessary in connection with these works to meet the needs of the Development; and (ii) the upgrading of the pavements in the area shown coloured yellow on Plan 10;
Highway Improvement Works (Pedestrian Crossing)	the highway works to be carried out on the A4000 comprising the installation of a raised pedestrian crossing on the A4000 as shown indicatively on Plan 10 together with such other works which the Highway Authority and the OPDC consider necessary in connection with these works to meet the needs of the Development;
Highway Improvement Works (Phase 2)	(a) the highway works to be carried out on Wales Farm Road and A4000 which will include reinstatement of a raised kerb on the A4000 following cessation of the use of the temporary car park shown on Plan 6 together with such other works which the Highway Authority and the OPDC consider necessary in connection with these works to meet the needs of the Development; and (b) the upgrading of the pavements around the boundary of the Site (excluding the pavements that are the subject of the Highway Improvement Works (Building A));
Highway Improvement Works (Phase 2) Programme	a programme for the delivery of the Highway Improvement Works (Phase 2);

Schedule of Highway Condition

a schedule of condition relating to the highways and footways within the Highway Reinstatement Area in the vicinity of a Phase or Sub-Phase 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);

North Acton Station Contribution

the total sum of up to £3,200,000 (Index Linked) to be paid to the OPDC (for payment to Transport for London) in the following instalments (or such other instalments to be agreed in writing with the OPDC from time to time):

Building A	£604,233
Building B	£755,677
Building C	£521,744
Building D1	£544,323
Building D2	£69,428
Building E	£541,335
Building F	£163,260

and to be used towards measures to improve North Acton London Underground Station to mitigate the impact of additional residential and employment trips; and

Portal Way (North) Works

improvements to Portal Way in the area shown shaded green and orange on Plan 8

Portal Way (South) Works

shall have the meaning given in schedule 6

2 HIGHWAY REINSTATEMENT WORKS**2.1 The Owner shall:**

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

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

- (a) a further Schedule of Highway Condition; and
- (b) to the extent necessary, a proposed specification and programme for the Highway Reinstatement Works.

- 2.3 Following written approval of the information submitted for approval in accordance with paragraphs 2.2(a) and 2.2(b) by the OPDC, the Owner shall:
- (a) unless otherwise agreed with the OPDC, enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Reinstatement Works; and
 - (b) thereafter carry out the Highway Reinstatement Works in accordance with the Highway Agreement(s).
- 2.4 Unless otherwise agreed with the OPDC the Owner shall not permit Occupation of more than 25% of the Residential Units in a Phase or Sub-Phase until:
- (a) the information submitted for approval in accordance with paragraphs 2.2(a) and 2.2(b) for that Phase or Sub-Phase have been approved in writing by the OPDC;
 - (b) the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Reinstatement Works for that Phase or Sub-Phase in accordance with paragraph 2.2(a); and
 - (c) the Owner has Practically Completed the Highway Reinstatement Works in accordance with the Highway Agreement(s) for that Phase or Sub-Phase.
- 2.5 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to the OPDC when submitting those details for approval.

3 HIGHWAY IMPROVEMENT WORKS (BUILDING A)

- 3.1 Prior to Commencement of Building A the Owner shall give the OPDC the following information for approval:
- (a) a proposed specification for the Highway Improvement Works (Building A); and
 - (b) a proposed programme for the Highway Improvement Works (Building A).
- 3.2 Following written approval of the information submitted for approval in accordance with paragraphs 3.1(a) and 3.1(b) by the OPDC, the Owner shall:
- (a) enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Improvement Works (Building A); and
 - (b) thereafter carry out the Highway Improvement Works (Building A) in accordance with the Highway Agreement(s).
- 3.3 Unless otherwise agreed with the OPDC the Owner shall not permit any Occupation of Building A until:
- (a) the information submitted for approval in accordance with paragraphs 3.1(a) and 3.1(b) has been approved in writing by the OPDC;
 - (b) the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Improvement Works (Building A) in accordance with paragraph 3.2(a); and
 - (c) the Owner has Practically Completed the Highway Improvement Works (Building A) in accordance with the Highway Agreement(s).

- 3.4 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to the OPDC when submitting those details for approval.

4 HIGHWAY IMPROVEMENT WORKS (PEDESTRIAN CROSSING)

- 4.1 Prior to Commencement of Building A and/or Building F (whichever is the earlier) the Owner shall give the OPDC the following information for approval:
- (a) a proposed specification for the Highway Improvement Works (Pedestrian Crossing); and
 - (b) a proposed programme for the Highway Improvement Works (Pedestrian Crossing).
- 4.2 Following written approval of the information submitted for approval in accordance with paragraphs 4.1(a) and 4.1(b) by the OPDC, the Owner shall:
- (a) enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Improvement Works (Pedestrian Crossing); and
 - (b) thereafter carry out the Highway Improvement Works (Pedestrian Crossing) in accordance with the Highway Agreement(s).
- 4.3 Unless otherwise agreed with the OPDC the Owner shall not permit any Occupation of Building A or F until:
- (a) the information submitted for approval in accordance with paragraphs 4.1(a) and 4.1(b) has been approved in writing by the OPDC;
 - (b) the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Improvement Works (Pedestrian Crossing) in accordance with paragraph 4.2(a); and
 - (c) the Owner has Practically Completed the Highway Improvement Works (Pedestrian Crossing) in accordance with the Highway Agreement(s).
- 4.4 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to the OPDC when submitting those details for approval.

5 HIGHWAY IMPROVEMENT WORKS (PHASE 2)

- 5.1 Prior to Commencement of Phase 2 the Owner shall give the OPDC the following information for approval:
- (a) a proposed specification for the Highway Improvement Works (Phase 2); and
 - (b) a proposed programme for the Highway Improvement Works (Phase 2).
- 5.2 Following written approval of the information submitted for approval in accordance with paragraphs 5.1(a) and 5.1(b) by the OPDC, the Owner shall:
- (a) enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Improvement Works (Phase 2); and
 - (b) thereafter carry out the Highway Improvement Works (Phase 2) in accordance with the Highway Agreement(s).

- 5.3 Unless otherwise agreed with the OPDC the Owner shall not permit any Occupation of Phase 2 until:
- (a) the information submitted for approval in accordance with paragraphs 5.1(a) and 5.1(b) has been approved in writing by the OPDC;
 - (b) the Owner has entered into a Highway Agreement(s) in respect of the approved Highway Improvement Works (Phase 2); and
- 5.4 The Owner shall Practically Complete the Highway Improvement Works (Phase 2) in accordance with the Highway Agreement(s) for the Highway Improvement Works (Phase 2) and the programme approved by the OPDC pursuant to paragraph 5.1(b) or any revisions of the same agreed within the Highway Agreement(s) for the Highway Improvement Works (Phase 2).
- 5.5 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to the OPDC when submitting those details for approval.

6 PORTAL WAY (NORTH) WORKS

- 6.1 Prior to Commencement of Building F the Owner shall give the OPDC the following information for approval:
- (a) a proposed specification for the Portal Way (North) Works; and
 - (b) a proposed programme for the Portal Way (North) Works.
- 6.2 Not Commence Building F until the information submitted for approval in accordance with paragraphs 6.1(a) and 6.1(b) has been approved in writing by the OPDC.
- 6.3 The Owner shall Practically Complete the Portal Way (North) Works in accordance with the specification and the programme approved by the OPDC pursuant to paragraph 6.1(a) and 6.1(b).
- 6.4 The Owner and the OPDC agree that the programme to be submitted for approval pursuant to paragraph 6.1(b) shall permit those Portal Way (North) Works within the area coloured orange to be linked to the programme for the completion of Building E.

7 HEALTHY STREETS AND PUBLIC REALM CONTRIBUTION

The Owner shall:

- 7.1 pay the first instalment of the Healthy Streets and Public Realm Contribution to the OPDC prior to the Commencement of Phase 1 of the Development; and
- 7.2 not to Commence any part of Phase 1 of the Development until the first instalment of the Healthy Streets and Public Realm Contribution has been paid in full to the OPDC;
- 7.3 pay the second instalment of the Healthy Streets and Public Realm Contribution to the OPDC prior to First Occupation of Phase 1 of the Development;
- 7.4 not Occupy Phase 1 of the Development until the second instalment of the Healthy Streets and Public Realm Contribution has been paid in full to the OPDC;
- 7.5 pay the third instalment of the Healthy Streets and Public Realm Contribution to the OPDC prior to the Commencement of Phase 2 of the Development; and

- 7.6 not Commence any part of Phase 2 of the Development until the third instalment of the Healthy Streets and Public Realm Contribution has been paid in full to the OPDC;
- 7.7 pay the fourth instalment of the Healthy Streets and Public Realm Contribution to the OPDC prior to First Occupation of Phase 2 of the Development; and
- 7.8 not Occupy Phase 2 of the Development until the fourth instalment of the Healthy Streets and Public Realm Contribution has been paid in full to the OPDC.

8 BUS CONTRIBUTION

The Owner shall:

- 8.1 pay to the OPDC prior to Commencement of Building A, Building B, Building C, Building D1, Building D2, Building E or Building F respectively the part of the Bus Contribution attributable to that Building and the OPDC shall thereafter pay each part of the Bus Contribution received to Transport for London within 30 days of payment being received; and
- 8.2 not Commence Building A, Building B, Building C, Building D1, Building D2, Building E or Building F respectively until the part of the Bus Contribution attributable to that Building has been paid to the OPDC.

9 NORTH ACTON STATION CONTRIBUTION

The Owner shall:

- 9.1 pay to the OPDC prior to Commencement of Building A, Building B, Building C, Building D1, Building D2, Building E or Building F respectively the part of the North Acton Station Contribution attributable to that Building and the OPDC shall thereafter pay each part of the North Acton Station Contribution received to Transport for London within 30 days of payment being received; and
- 9.2 not Commence Building A, Building B, Building C, Building D1, Building D2, Building E or Building F respectively until the part of the North Acton Station Contribution attributable to that Building has been paid to the OPDC.

SCHEDULE 6

Green Infrastructure and Public Open Space

1 DEFINITIONS

Delivery Plan	a detailed plan for the delivery and layout of the Green Infrastructure and PAOS which shall contain at least the following information: (a) the location, phasing, quantum, access and function of Green Infrastructure and PAOS including details of the Buildings that are to be served by the Green Infrastructure and PAOS; (b) the hard and soft landscaping features of the PAOS, including the design, specification, landscaping and boundary treatments and details of any equipment for the PAOS; and (c) the specification of the Green Infrastructure including details of how the proposals provide a range of benefits, including urban cooling, air quality enhancement, surface water management, biodiversity, noise mitigation, healthy lifestyles, recreation and amenity and cycling and walking; (d) details of how the proposal's Green Infrastructure provision contributes to and fits in with the wider area-wide green infrastructure network; (e) details of the quality of green infrastructure provision in terms of its Urban Greening Factor score; and (f) details of the programme for delivery of the Green Infrastructure and PAOS;
Green Infrastructure	the land shown edged and hatched light green on Plan 4 within the Site on which green infrastructure will be located in accordance with details to be submitted and approved in writing by the OPDC pursuant to the provisions of this schedule;
Management and Maintenance Plan	a plan for the ongoing operation, management and maintenance of the PAOS and Green Infrastructure which shall set out: (a) full details of the permanent operation, management and maintenance specifications for the PAOS and Green Infrastructure, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained; (b) measures to replace any trees, shrubs, grass or other plants (in perpetuity) which may die or become diseased;

- (c) details of the management of the PAOS to ensure it shall (save in respect of Permitted Closures) remain available for use by the general public in perpetuity;
- (d) details of funding arrangements to ensure that the operation, maintenance and management of the PAOS and Green Infrastructure is funded in perpetuity and that funding shall be sufficient to properly manage and maintain the PAOS and Green Infrastructure and for the avoidance of doubt this shall include details of funding arrangements to cover the periodic costs of replacement and/or refurbishment of features and/or facilities;
- (e) details of any Management Entity; and
- (f) how the ongoing operation, management and maintenance of the PAOS and Green Infrastructure addresses the principles within the Public London Charter;

Management Entity

either a company (including a residents' management company) trust or other body established or appointed by the Owner (and approved in writing by the OPDC) to operate, manage and maintain the PAOS and Green Infrastructure in perpetuity;

Permitted Closures

temporary closure of any area of PAOS (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 PAOS 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 PAOS;
- (c) where such temporary closure is required for the purposes of 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 the OPDC's prior written approval has been obtained,

PROVIDED THAT save in the case of an emergency the Owner will be required to provide notice to the public of any

	Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence;
Publicly Accessible Open Space or PAOS	the areas of land shown shaded green on Plan 5 which are to be laid out within the Site as areas of publicly accessible open space in accordance with details to be submitted and approved in writing by the OPDC pursuant to the provisions of this schedule;
Portal Way (South)	the land shown shaded purple on Plan 8;
Portal Way (South) Works	improvements to Portal Way (South) in accordance with details to be agreed between the Owner and the OPDC pursuant to the provisions of this schedule;
Portal Way (South) Public Realm Specification	all details of the features, design, specification of and materials to be used in the Portal Way (South) Works; and
Public London Charter	the London Plan Guidance "Public London Charter" dated September 2021 and any replacement or update thereof.

2 PROVISION OF PAOS AND GREEN INFRASTRUCTURE

- 2.1 The Owner shall submit a Delivery Plan for each Sub-Phase of Phase 1 and Phase 2 to the OPDC for approval prior to the Commencement of that Sub-Phase and shall not Commence a Sub-Phase of Phase 1 or Phase 2, until the Delivery Plan for that Sub-Phase has been submitted to and approved by the OPDC.
- 2.2 The Owner shall Practically Complete the PAOS and the Green Infrastructure in strict accordance with the relevant approved Delivery Plan (as may be amended from time to time with the approval of the OPDC) to the OPDC's satisfaction and make available the PAOS and the Green Infrastructure in accordance with the programme in the relevant approved Delivery Plan (as may be amended from time to time with the approval of the OPDC) and shall not Occupy any Building until the PAOS and Green Infrastructure that is identified in the relevant approved Delivery Plan to serve that Building has been Practically Completed and ready for use.
- 2.3 Subject to paragraph 3, the Owner shall ensure that each part of the PAOS shall remain available free of charge for public access at all times for the life of the Development from the date that it is Practically Completed.

3 PUBLIC ACCESS TO PAOS

- 3.1 On First Occupation of a Sub-Phase the Owner shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the PAOS (and each part thereof) in that Sub-Phase at all times free of charge SUBJECT TO:
 - (a) Permitted Closures; and
 - (b) any lawful requirements of the police or any other competent authority.
- 3.2 Where PAOS (or any part thereof) is subject to a Permitted Closure, it shall be re-opened as soon as reasonably practicable thereafter in accordance with a programme and timescales previously approved in writing by the OPDC and such re opening will be notified promptly to the OPDC in writing.

- 3.3 The Owner shall not without the OPDC's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the completed PAOS except in accordance with the Delivery Plan.

4 MANAGEMENT AND MAINTENANCE OF PAOS AND GREEN INFRASTRUCTURE

- 4.1 The Owner shall submit a Management and Maintenance Plan in respect of Phase 1 to the OPDC for approval prior to the Occupation of Phase 1 and shall not Occupy Phase 1, until the Management and Maintenance Plan for Phase 1 has been submitted to and approved by OPDC.
- 4.2 The Owner shall operate, manage and maintain the PAOS and the Green Infrastructure in Phase 1 in accordance with the approved Management and Maintenance Plan for Phase 1 (as may be amended from time to time with the approval of the OPDC) in perpetuity or until such time as the freehold of the PAOS 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 PAOS and the Green Infrastructure in accordance with the approved Management and Maintenance Plan for Phase 1 (as may be amended from time to time with the approval of the OPDC) in perpetuity in accordance with paragraph 3 and this paragraph 4 as successor in title.
- 4.3 The Owner shall submit a Management and Maintenance Plan in respect of Phase 2 to the OPDC for approval prior to the Occupation of Phase 2 and shall not Occupy Phase 2, until the Management and Maintenance Plan for Phase 2 has been submitted to and approved by the OPDC.
- 4.4 The Owner shall operate, manage and maintain the PAOS and the Green Infrastructure in Phase 2 in accordance with the approved Management and Maintenance Plan for Phase 2 (as may be amended from time to time with the approval of the OPDC) in perpetuity or until such time as the freehold of the PAOS 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 PAOS and the Green Infrastructure in accordance with the approved Management and Maintenance Plan for Phase 2 (as may be amended from time to time with the approval of the OPDC) in perpetuity in accordance with paragraph 3 and this paragraph 4 as successor in title.

5 PORTAL WAY (SOUTH) WORKS

- 5.1 Without prejudice to paragraph 2.2 of this schedule the Owner shall not for a period of ten years commencing on the date of this Deed (or such other period of time agreed in writing with the OPDC) (the "**Safeguarding Period**") build any permanent structure on Portal Way (South) or in any way prevent construction of the Portal Way (South) Works without the prior written consent of the OPDC to enable the delivery by the OPDC of the Portal Way (South) Works and to ensure a coordinated approach with the construction of the Development.
- 5.2 The OPDC will notify the Owner in writing within 12 months of Commencement of Phase 2 confirming whether or not the OPDC intends to procure and carry out the construction of the Portal Way (South) Works. Where the OPDC notifies the Owner that it will not procure and carry out the construction of the Portal Way (South) Works, paragraphs 5.1 and 5.3 to 5.5 in this schedule shall cease to have effect.
- 5.3 Where the OPDC notifies the Owner pursuant to paragraph 5.2 that it intends to procure and carry out the construction of the Portal Way (South) Works, the Owner shall afford the OPDC, its authorised employees, agents, surveyors and other representatives unrestricted access to Portal Way (South) for the purposes of all feasibility, design and procurement work, preparation and construction of the Portal Way (South) Works.

- 5.4 Not less than three months prior to the anticipated commencement of the Portal Way (South) Works, the OPDC shall provide the Portal Way (South) Public Realm Specification to the Owner for its agreement, such agreement not to be unreasonably withheld or delayed and in the event of a dispute the matter shall be referable to Dispute Resolution in accordance with clause 20.
- 5.5 Following agreement with the Owner of the Portal Way (South) Public Realm Specification the OPDC shall procure, implement and complete the construction of the Portal Way (South) Works utilising contractors and employees with appropriate qualifications and experience and completing the Portal Way (South) Works within a reasonable time to be agreed with the Owner and commensurate with the construction program for the Development.
- 5.6 Following completion of the Portal Way (South) Works by the OPDC the Owner shall manage and maintain Portal Way (South) along with the PAOS and the Owner shall submit to the OPDC an updated Management and Maintenance Plan including Portal Way (South) for approval and paragraphs 2.3, 3 and 4.2 of this schedule shall apply to Portal Way (South).

SCHEDULE 7

Car and Cycle Parking

1 DEFINITIONS

Blue Badge Holders	the holder of a disabled person's badge pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation as may be in force from time to time;
Car Club	a club, operated by a company accredited by CoMoUK, that Residents may join and which makes cars available to hire to members;
Car Club Parking Spaces	the parking bays on the Site to be allocated for the sole use of the Car Club and identified in the Car Club Strategy approved by the OPDC pursuant to this schedule;
Car Club Strategy	a strategy to secure a publicly accessible onsite Car Club as part of the Development such strategy to include details of the operator for the Car Club, and the number and location of parking bays that will be allocated for the sole use of the Car Club;
Car-Free Housing Scheme	a development in which occupiers are not entitled to parking permits allowing them or their visitors to park their vehicles within a CPZ in the vicinity of the Development;
Car Parking Management Plan	a plan for each Phase in the Development for management of the car parking provided in that Phase and which shall contain the following: (a) details of the proposed operational management of the car parking; (b) details of the proposed allocation of car parking spaces including any visitor car parking and the allocation of Blue Badge parking bays; (c) details of proposed measures to prevent unauthorised car parking; (d) details of proposed security and crime prevention measures;
CoMoUK	CoMoUK (registered charity No. 1093980) or its successor or equivalent organisation as may be agreed in writing with the OPDC being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use;
Cycle Parking Management Plan	a plan for each Phase in the Development for management of the cycle parking provided in that Phase and which shall contain the following:

- (a) details of the proposed operational management of the cycle parking;
- (b) details of proposed security and crime prevention measures;

Deed of Covenant

a deed of covenant in substantially the same form as the draft deed of covenant annexed to this Deed at Appendix 6 subject to amendments as may be agreed by the parties acting reasonably in which the transferee or lessee (as the case may be) gives covenants to the OPDC identical to the covenants within paragraphs 3, 4 and 5 of this schedule;

Restriction

a restriction in the same form as the restriction annexed to this Deed at Appendix 5;

Unilateral Undertaking

a unilateral undertaking pursuant to Section 16 of the Greater London Council (General Powers) Act 1974 in substantially the same form as the draft undertaking annexed to this Deed at Appendix 7 subject to such reasonable amendments as may be required by LBE.

2 CAR PARKING MANAGEMENT PLAN AND CYCLE PARKING MANAGEMENT PLAN

- 2.1 Prior to First Occupation of each Phase, the Owner shall submit a Car Parking Management Plan and a Cycle Parking Management Plan to the OPDC for approval.
- 2.2 No part of a Phase in the Development which contains car parking and or cycle parking shall be Occupied unless and until the Owner has submitted and obtained the OPDC's approval to a Car Parking Management Plan and or a Cycle Parking Management Plan, as applicable.
- 2.3 The Owner shall thereafter implement, comply with and procure compliance with the approved Car Parking Management Plan and or Cycle Parking Management Plan, as applicable, for the duration of the beneficial use of that Phase in the Development, subject to any variations that may be agreed from time to time in writing between the Owner and the OPDC.

3 CAR CLUB PROVISION AND MEMBERSHIP

- 3.1 Prior to First Occupation the Owner shall submit to the OPDC for its approval a Car Club Strategy and the Owner shall not Occupy the Development until a Car Club Strategy has been approved by the OPDC.
- 3.2 Unless a later date is agreed in the approved Car Club Strategy, not to Occupy the Development unless a Car Club has been established on the Site and the Car Club Parking Spaces have been provided in accordance with the approved Car Club Strategy.
- 3.3 The Owner shall:
 - (a) notify the OPDC in writing if the Car Club operator no longer utilises the Car Club Parking Spaces; and
 - (b) use reasonable endeavours for a period of six months from the date that it notified the OPDC under paragraph 3.3(a) above to secure another Car Club operator to provide the Car Club and provide the OPDC with evidence of attempts to secure another Car Club operator and if having used such reasonable endeavours the OPDC agrees that the Owner is unable to secure another Car Club operator then the provisions of this paragraph 3 shall no longer apply.

- 3.4 Prior to First Occupation of each Residential Unit and Co-Living Accommodation Unit, the Owner shall write to the relevant first Occupiers to notify them of the existence of the Car Club and to offer three years' free membership of the Car Club for:
- (a) up to two Occupiers for each Residential Unit (other than studios); and
 - (b) up to one Occupier only for each Co-Living Accommodation Unit and each Residential Unit comprising a studio.
- 3.5 In the event that following receipt of written notice pursuant to paragraph 3.4 above an Occupier notifies the Owner that they wish to become a member of the Car Club, the Owner shall procure a free membership for that Occupier (or pay the full cost of that Occupier's membership to the Car Club Operator where the Owner has been unable to procure free membership) to the Car Club for a period of not less than three years.
- 3.6 As soon as reasonably practicable following a written request from the OPDC (such request to be made no more than once each calendar year), the Owner shall provide the OPDC with evidence of the acceptance or non acceptance of the Car Club membership by the Occupiers.
- 3.7 It is hereby agreed that the Owner shall only be required to offer to pay for three years' membership of the Car Club to:
- (a) two Occupiers per Residential Unit (other than studios); and
 - (b) one Occupier for each Co-Living Accommodation Unit and each Residential Unit comprising a studio.
- 3.8 The Owner undertakes that any advert or marketing in relation to the sale or letting of any of the Residential Units and the Co-Living Accommodation Units shall include reference to the provision of membership of the Car Club pursuant to the terms of this Deed and the Owner shall provide evidence of the same to the OPDC as soon as reasonably practicable following a written request (such request to be made no more than once in each calendar year).
- 3.9 The Owner further undertakes that any advert or marketing in relation to the sale or letting of any of the Student Housing Units shall include reference to the existence of the Car Club and the Owner shall provide evidence of the same to the OPDC as soon as reasonably practicable following a written request (such request to be made no more than once in each calendar year).

4 CONTROLLED PARKING ZONES – GENERAL

- 4.1 The Owner for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Owner to a parking permit in the CPZ.
- 4.2 The Owner covenants that all material utilised for advertising or marketing:
- (a) each and every individual Residential Unit for letting or sale;
 - (b) each and every Student Housing Unit for letting;
 - (c) each and every Co-Living Accommodation Unit for letting;

will make it clear to prospective purchasers, tenants and Occupiers that no parking permit (other than for a Blue Badge Holder) will be issued by the LBE for any Residential Unit, Student Housing Unit or Co-Living Accommodation Unit as applicable.

4.3 The Owner shall not Occupy nor allow or suffer any part of the Development to be Occupied unless and until the Owner has informed the intended Occupier of the Development or relevant part thereof by notice in writing:

- (a) that save for the Residential Units which are allocated Car Parking the Development is a Car-Free Housing Scheme; and
- (b) that (save for any Blue Badge Holders) intended Occupiers of the Development (or any person having any connection whatsoever or relationship with any such Occupier whether contractual, personal or otherwise and who is resident at the Development) shall not be entitled to any form of permit from LBE which would allow them to park any motor vehicle within a CPZ.

4.4 Upon receiving written request from the OPDC, the Owner shall provide the OPDC with such evidence as the OPDC may reasonably require to demonstrate that the Owner is complying with the requirements of paragraphs 4.2 and 4.3.

5 CONTROLLED PARKING ZONES – RESTRICTIONS ON TITLE

5.1 The Owner for itself and its successors in title (other than Blue Badge Holders) hereby covenants not to lease, let or transfer the whole or any part of the Site unless it has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Site covenants not to apply to LBE for a Parking Permit for a CPZ.

5.2 The Owner hereby covenants for itself and its successors in title not to transfer its interest in the Site or grant a leasehold interest in the Site or any part thereof (other than a leasehold interest in an individual Residential Unit, an individual Student Housing Unit, an individual Co-Living Accommodation Unit or Non-Residential Unit or to a service supplier) unless the transferee or lessee (as the case may be) enters into a Deed of Covenant with the OPDC.

5.3 The Owner shall not implement the Development or any part thereof until it has entered the Restriction on its interest(s) in the Site prohibiting registration of any disposition of said registered estate(s) without a certificate signed by the OPDC that the provisions of paragraph 5.1 above have been complied with.

6 CONTROLLED PARKING ZONES – UNDERTAKINGS TO THE BOROUGH

6.1 No Development or any part thereof shall be Commenced unless and until:

- (a) the Owner has given a Unilateral Undertaking to LBE and submitted a copy of the same to the OPDC; and
- (b) the OPDC has provided written confirmation of discharge of the obligation in paragraph 6.1(a) (such discharge not to be withheld or delayed unreasonably).

6.2 Upon receiving written request from the OPDC, the Owner shall provide the OPDC with such evidence as the OPDC may reasonably require to demonstrate that the Owner is complying with the requirements of the Unilateral Undertaking.

SCHEDULE 8

Framework Travel Plan

1 DEFINITIONS

Phase 1 Framework Travel Plan	the travel plan for Phase 1 or each Sub-Phase of the Development, as applicable, to be submitted to the 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 4 of this schedule; (c) be in accordance with and expand upon the travel plan submitted with the Planning Application entitled "Framework Travel Plan" prepared by Motion and dated October 2021; and (d) be prepared in two parts to focus on the residential element and separately on the non-residential element of the Phase, as applicable;
Phase 2 Travel Plan	the travel plan for Phase 2 or each Sub-Phase of Phase 2 of the Development, as applicable, to be submitted to the 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 4 of this schedule; (c) be in accordance with and expand upon the travel plan submitted with the Planning Application entitled "Framework Travel Plan" prepared by Motion and dated October 2021; and (d) be prepared in two parts to focus on the residential element and separately on the non-residential element of the Phase or Sub-Phase, as applicable;
Modal Split Targets	the modal split targets identified in the approved Phase 1 Framework Travel Plan and Phase 2 Travel Plan, as applicable;
Sustainable Transport Measures	measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in

accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;

Travel Plan Monitoring

monitoring of the approved Phase 1 Framework Travel Plan and or Phase 2 Travel Plan, as applicable, by carrying out the following monitoring of travel to and from the Phase or Sub-Phase, as applicable, which shall as a minimum include the following:

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

Travel Plan Monitoring Period

from First Occupation until five years after First Occupation of each Phase or Sub-Phase in the Development;

Travel Plan Monitoring Officer

a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Phase 1 Framework Travel Plan or Phase 2 Travel Plan, as applicable;

Travel Plan Monitoring Report

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

- (a) First Occupation of a Phase or Sub-Phase (in the case of the first such report); or
- (b) the previous Travel Plan Monitoring Report for that Phase or Sub-Phase (in the case of subsequent reports) and such report shall include:
 - (i) details of trip generation rates;
 - (ii) details of mode share and change in mode share over time;
- (c) details of how effectively the Phase 1 Framework Travel Plan or Phase 2 Travel Plan, as applicable, 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 Phase 1 Framework Travel Plan or Phase 2 Travel Plan, as applicable, have not been met or are unlikely to be met, a proposed revision to the Phase 1 Framework Travel Plan or Phase 2 Travel Plan for approval by the OPDC setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and

targets of the Phase 1 Framework Travel Plan or Phase 2 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 Phase 1 Framework Travel Plan or Phase 2 Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

2 SUBMISSION OF PHASE 1 FRAMEWORK TRAVEL PLAN

2.1 No later than six months prior to First Occupation of Phase 1 or each Sub-Phase of Phase 1 of the Development the Owner shall:

- (a) submit the Phase 1 Framework Travel Plan to the OPDC for approval;
- (b) notify the OPDC of the name and contact details of the proposed Travel Plan Monitoring Officer for that Phase.

2.2 No part of Phase 1 or a Sub-Phase of Phase 1 of the Development shall be Occupied unless and until the Owner has:

- (a) submitted and obtained the OPDC's approval to the Phase 1 Framework Travel Plan; and
- (b) appointed a Travel Plan Monitoring Officer for Phase 1 and notified the OPDC of the name and contact details of such officer.

2.3 The Owner shall thereafter implement, comply with and procure compliance with the approved Phase 1 Framework Travel Plan for the duration of the beneficial use of Phase 1 or that Sub-Phase of Phase 1 of the Development, subject to any variations that may be agreed from time to time in writing between the Owner and the OPDC.

3 SUBMISSION OF PHASE 2 TRAVEL PLAN

3.1 No later than six months prior to First Occupation of Phase 2 or each Sub-Phase of Phase 2 of the Development, as applicable, the Owner shall:

- (a) submit the Phase 2 Travel Plan to the OPDC for approval;
- (b) notify the OPDC of the name and contact details of the proposed Travel Plan Monitoring Officer for that Phase or Sub-Phase.

3.2 No part of Phase 2 or a Sub-Phase of Phase 2 of the Development shall be Occupied unless and until the Owner has:

- (a) submitted and obtained the OPDC's approval to the Phase 2 Travel Plan; and
- (b) appointed a Travel Plan Monitoring Officer for Phase 2 or that Sub-Phase and notified the OPDC of the name and contact details of such officer.

3.3 The Owner shall thereafter implement, comply with and procure compliance with the approved Phase 2 Travel Plan for the duration of the beneficial use of Phase 2 or that Sub-Phase of Phase 2, as applicable, subject to any variations that may be agreed from time to time in writing between the Owner and the OPDC.

4 CONTENTS OF PHASE 1 FRAMEWORK TRAVEL PLAN AND PHASE 2 TRAVEL PLAN

The Owner covenants with and undertakes to the OPDC that the Phase 1 Framework Travel Plan and Phase 2 Travel Plan shall:

- 4.1 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;
- 4.2 include a specimen welcome pack for all Occupiers of the Residential Units and for tenants, employees and customers of (and visitors to) Non-Residential Units, as applicable;
- 4.3 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 residents, 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;
- 4.4 provide objectives and targets over the life of the Phase 1 Framework Travel Plan and the Phase 2 Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- 4.5 set out how monitoring travel surveys will be undertaken;
- 4.6 contain proposals for monitoring compliance with the Phase 1 Framework Travel Plan and the Phase 2 Travel Plan and achievement of the objectives and targets; and
- 4.7 set out a clear process for review, consultation and approval of changes (and specifically targets) with the OPDC.

5 REVIEW OF PHASE 1 FRAMEWORK TRAVEL PLAN AND PHASE 2 TRAVEL PLAN

- 5.1 In order to monitor the effectiveness of the Phase 1 Framework Travel Plan and the Phase 2 Travel Plan the Owner shall during the Travel Plan Monitoring Period carry out the Travel Plan Monitoring.
- 5.2 The Owner shall within ten Working Days of the first, third and fifth anniversaries of the First Occupation of each Phase or Sub-Phase, as applicable, submit a Travel Plan Monitoring Report to the OPDC for approval.
- 5.3 Following submission of each Travel Plan Monitoring Report, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Phase 1 Framework Travel Plan or Phase 2 Travel Plan, as applicable, to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

6 MODAL SPLIT TARGETS

Where a Travel Plan Monitoring Report shows that any of the Modal Split Targets in the Phase 1 Framework Travel Plan or the Phase 2 Travel Plan have not been achieved or are unlikely to be achieved, the Owner shall implement the Sustainable Transport Measures that are set out

in such Travel Plan Monitoring Report in accordance with the timetable set out therein as approved by the OPDC.

7 TRAVEL PLAN MONITORING CONTRIBUTIONS

The Owner shall:

- 7.1 pay £1,000 (Index Linked) to the OPDC prior to the first anniversary of First Occupation of each of Phase 1 and Phase 2;
- 7.2 pay £1,000 (Index Linked) to the OPDC prior to the third anniversary of First Occupation of each of Phase 1 and Phase 2; and
- 7.3 pay £1,000 (Index Linked) to the OPDC prior to the fifth anniversary of First Occupation of each of Phase 1 and Phase 2,

each contribution being towards the OPDC's costs involved in monitoring compliance with the Phase 1 Framework Travel Plan and Phase 2 Travel Plan, as applicable.

SCHEDULE 9

Education

1 DEFINITIONS

Further Education Contribution	a contribution calculated at £13,200 Index Linked per Place Required;
Initial Education Contribution	the sum of £434,280 Index Linked as a contribution towards the provision of education facilities in the OPDC area;
Places Required	the number of primary school and secondary school places required to serve Phase 2 of the Development based upon the number of predicted school age children generated by Phase 2 (based upon the latest version of the GLA population yield calculator) and “ Place Required ” shall be construed accordingly;

2 Education Contribution

- 2.1 The Owner shall pay the Initial Education Contribution to the OPDC prior to Commencement of Building A and shall not Commence Building A until the Initial Education Contribution has been paid to the OPDC.
- 2.2 Prior to Commencement of any of the Residential Units in Phase 2 the Owner shall submit details of the Places Required and the amount of the Further Education Contribution attributable to Building C, Building D2 or Building E to the OPDC for approval.
- 2.3 Not to Commence Building C, Building D2 or Building E respectively until the relevant part of the Further Education Contribution approved pursuant to paragraph 2.2 attributable to that Building has been paid to the OPDC.
- 2.4 In respect of the total amount payable by the Owner there shall be no double counting such that the Owner is mitigating a Place Required more than once.

SCHEDULE 10**Healthcare****1 DEFINITIONS**

Further Health Contribution	the sum of £593,140 Index Linked as a contribution towards provision of healthcare facilities in the vicinity of the Development or a reduced contribution in accordance with paragraph 2.4 of this schedule 10;
Healthcare Centre	a healthcare facility to be provided at the Site;
Healthcare Centre Lease Terms	the material terms upon which the Healthcare Centre Lease shall be entered into include: (a) open market rent at a level appropriate for a building which is restricted to being used for the provision of primary healthcare services and which shall be agreed by the OPDC and the North West London Integrated Care Board (or successor NHS body) or determined (at the request by either the Owner or the OPDC or the North West London Integrated Care Board (or successor NHS body)) by a quantity surveyor jointly appointed by the Owner, the OPDC and the North West London Integrated Care Board (or successor NHS body) or determined by the District Valuer; (b) a minimum lease term of 25 years; (c) a minimum rent-free period of 12 months; (d) the permitted use for the Healthcare Centre will be use of the premises for the provision of primary healthcare services to serve the Development and the wider area; (e) the tenant will be granted a right to use the estate roads and accessways; (f) the tenant will be responsible for paying all outgoings, rates and taxes in respect of the premises and all utilities consumed in respect of the premises and for insuring the premises; and (g) such other commercial terms as may be agreed between the landlord and the tenant;
Healthcare Delivery Plan	a plan confirming the requirement of a new Healthcare Centre within the Site, its location and size, lease arrangements including details of the proposed NHS lessee, design and specification; the timescale for its completion and details of the Landlord's Incentives (if any);
Initial Health Contribution	the sum of £427,961 Index Linked as a contribution towards provision of healthcare facilities in the vicinity of the Development;

Landlord Incentives

works and features beyond those set out in the Healthcare Centre Lease Terms and the Shell and Core Standard that are provided free of charge and which are to be agreed as part of the Healthcare Delivery Plan;

Shell and Core Standard

means constructed to shell and core finish (as that expression is understood in the real estate development industry) and not fitted out, decorated or furnished.

2 HEALTH CARE CENTRE

2.1 Unless otherwise agreed with the OPDC (in consultation with the North West London Integrated Care Board (or successor NHS body) and subject to paragraph 2.5:

- (a) the Owner shall submit the Healthcare Delivery Plan to the OPDC with the first Reserved Matters application for the Phase 2 Development for approval of the OPDC and shall not Commence the Phase 2 Development until the OPDC has approved the Healthcare Delivery Plan;
- (b) the Owner shall construct the Healthcare Centre to Shell and Core Standard in accordance with the date agreed in the approved Healthcare Delivery Plan;
- (c) use reasonable endeavours to enter into an agreement for lease or lease of the Healthcare Centre in accordance with the Healthcare Centre Lease Terms no later than six months following certification of construction of the Healthcare Centre to Shell and Core Standard.

2.2 The Owner shall not Commence the Development in Phase 1 until the Initial Healthcare Contribution has been paid to the OPDC.

2.3 Subject to paragraphs 2.1(b) and 2.4, the Owner shall not Commence the Development in Phase 2 unless the Further Healthcare Contribution has been paid to the OPDC, unless a later date is agreed by the OPDC in the Healthcare Delivery Plan in which case the Further Healthcare Contribution shall be paid to the OPDC in accordance with the approved Healthcare Delivery Plan.

2.4 The amount payable by the Owner as the Further Health Contribution may be reduced by a value equivalent to any Landlord Incentives provided or committed by the Owner in respect of the Healthcare Centre PROVIDED THAT the Landlord Incentives are:

- (a) substantiated by documentary evidence of any costs or spend incurred or committed; and
- (b) agreed by the OPDC or determined (at the request by either the Owner or the OPDC) by a quantity surveyor jointly appointed by the Owner and the OPDC,

and for the avoidance of doubt the Further Health Contribution may be £0 in the event that the Landlord Incentives are of a value equivalent to more than £593,140 Index Linked.

2.5 In the event that the North West London Integrated Care Board or successor NHS body notifies the Owner that it does not want to lease the Healthcare Centre or it chooses not to enter into an agreement for lease of the Healthcare Centre within six months following receipt of an offer from the Owner, the Owner is not required to develop the Healthcare Centre to Shell and Core Standard.

SCHEDULE 11**Training and Skills****1 DEFINITIONS**

Construction Period	the period from the Implementation to the date of Practical Completion of the Development;
Development Costs	the Build Costs plus the cost of the demolition and fit out phases of the Development;
Employment and Skills Contribution	the sum of £706,425 to be paid to the OPDC in the following instalments (or such other instalments to be agreed in writing with the OPDC from time to time):

Building A	£165,171
Building B	£81,497
Building C	£151,274
Building D1	£50,306
Building D2	£30,064
Building E	£151,495
Building F	£76,619

to be applied to support the OPDC's employment, training and skills and local supply chain initiatives;

Jobs and Employment Monitoring Report	a report setting out the Development's progress towards achievement of the targets and results of the initiatives set out in the Jobs and Employment Strategy and Management Plan (Construction) and Jobs and Employment Strategy and Management Plan (Operational), as applicable;
Jobs and Employment Strategy and Management Plan (Construction)	a written strategy for the construction (including site preparation works, demolition and fit out and Excluded Works) of each Phase or Sub-Phase a draft of which prior to being submitted for approval has been shared with OPDC and takes account of their reasonable recommendations and sets out: (a) commitments related to local labour, skills/training and local supply chains and strategies to aim to deliver the following targets:

- 20% of onsite construction job opportunities to be taken by Local Residents
- 105 apprenticeships, 53 paid work placements and 53 unpaid work placements during the Construction Period
- 10% of build cost to be spent on Local Businesses during the demolition and construction (including fit out phases)

- (b) the partnership arrangements for how the Owner and its contractors and sub-contractors will work with the OPDC (and the LBE as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms; and
- (c) the agreed protocols and processes for joint working between the Owner and the OPDC and LBB, LBE and LBHF (as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

**Jobs and Employment
Strategy and Management
Plan (Operational)**

a written strategy for the operation of each Phase or (at the Owner's discretion) Sub-Phase of the completed Development comprising Commercial Floorspace a draft of which prior to being submitted for approval has been shared with the OPDC and takes account of their reasonable recommendations and which sets out:

- (a) commitment and strategy to deliver the target of minimum of 6.2% of end use jobs to be secured by Local Residents;
- (b) the partnership arrangements for how the Owner and its contractors and sub-contractors will work with the OPDC (and the LBE as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms;
- (c) agreed protocols and processes for joint working between the Owner and the OPDC (and the LBE as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

Local Business

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

Local Resident(s)

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

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

London Living Wage

the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save, the current rate at the date of this Deed being £13.15 per hour;

2 EMPLOYMENT AND SKILLS CONTRIBUTION

- 2.1 The Owner shall not Commence Building A, Building B, Building C, Building D1, Building D2, Building E or Building F respectively until the part of the Employment and Skills Contribution attributable to that Building has been paid to the OPDC.

3 LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (CONSTRUCTION PHASE)

- 3.1 The Owner shall:

- (a) submit a Jobs and Employment Strategy and Management Plan (Construction) for each Phase or Sub-Phase to the OPDC for written approval prior to the Implementation of that Phase or Sub-Phase, as applicable;
- (b) not Commence a Phase or Sub-Phase until the Jobs and Employment Strategy and Management Plan (Construction) for that Phase or Sub-Phase has been approved in writing by the OPDC; and
- (c) implement and comply at all times with the approved Jobs and Employment Strategy and Management Plan (Construction) for the Construction Period of the relevant Phase or Sub-Phase, subject to such amendments as may be agreed in writing with the OPDC from time to time.

4 LOCAL LABOUR

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

5 LOCAL PROCUREMENT

- 5.1 The Owner shall no later than three months prior to the Implementation of each Phase or Sub-Phase provide the OPDC with a schedule of the construction contracts and suppliers required in connection with the Phase or Sub-Phase during the Construction Period, such schedule to:

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

(b) show all opportunities for contracted and sub-contracted supplies and services.

5.2 The Owner shall use reasonable endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 10% of the total Development Costs.

5.3 The Owner shall report:

(a) efforts to transact business with Local Businesses; and

(b) the value of all orders placed with Local Businesses

to the OPDC on a quarterly basis from the date of submission of the schedule pursuant to paragraph 5.1 for each Phase or Sub-Phase until the completion of the tendering stage for construction of that Phase or Sub-Phase.

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

6 APPRENTICESHIPS

6.1 The Owner shall use reasonable endeavours to employ, or procure that its contractors employ, not less than 105 construction trade apprentices during the Construction Period with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2.

6.2 Each apprentice employed pursuant to paragraph 6.1 shall be:

(a) a Local Resident;

(b) employed for a period of not less than 52 weeks and apprentices shall be paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub contract the Owner shall use reasonable endeavours to ensure the continuation of the relevant apprenticeship elsewhere on the Development;

(c) supported through paid day release to undertake relevant training; and

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

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

7 WORK PLACEMENTS

7.1 The Owner shall use reasonable endeavours to employ, or procure that its contractors employ, not less than 53 paid and 53 unpaid work placements during the Construction Period.

7.2 Each work placement employed pursuant to paragraph 7.1 shall be:

(a) a Local Resident;

(b) employed for a period of up to six months if paid (can be non-consecutive) and a minimum of two weeks and maximum of four weeks if unpaid;

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

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

8 REVIEW OF JOBS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (CONSTRUCTION)

- 8.1 The Owner shall within ten Working Days of each anniversary of the Implementation of each Phase or Sub-Phase, as applicable, until Completion of the Development submit a Jobs and Employment Monitoring Report to the OPDC for approval.
- 8.2 Following submission of each Jobs and Employment Monitoring Report pursuant to paragraph 8.1, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Jobs and Employment Strategy and Management Plan (Construction) for that Phase or Sub-Phase to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

9 LOCAL LABOUR SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (OPERATIONAL)

- 9.1 The Owner shall:
- (a) submit a Jobs and Employment Strategy and Management Plan (Operational) for the Commercial Floorspace (or part) for each Phase or Sub-Phase to the OPDC for written approval prior to the Occupation of any Commercial Floorspace (or part) in the relevant Phase or Sub-Phase, as applicable;
 - (b) not Occupy any Commercial Floorspace (or part) in a Phase or Sub-Phase until the Jobs and Employment Strategy and Management Plan (Operational) for the Commercial Floorspace (or part) in that Phase or Sub-Phase has been approved in writing by the OPDC; and
 - (c) implement and comply at all times with each approved Jobs and Employment Strategy and Management Plan (Operational) for the Commercial Floorspace (or relevant part), subject to such amendments as may be agreed in writing with the OPDC from time to time.
- 9.2 The Owner shall notify the OPDC of the intended Occupier of each part of the Commercial Floorspace and a named contact prior to Occupation of each part of the Commercial Floorspace.
- 9.3 The Owner shall use reasonable endeavours to ensure that at least 6.2% of people employed and working within the Commercial Floorspace will be drawn from Local Residents.
- 9.4 The Owner shall upon written request provide the OPDC with written evidence of its compliance with the provisions of paragraphs 9.2-9.4 of this schedule.

10 REVIEW OF JOBS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (OPERATIONAL)

- 10.1 The Owner shall within ten Working Days of the first, second, third, fourth and fifth anniversaries of the First Occupation of the Commercial Floorspace (or part) within a Phase or Sub-Phase, as applicable, submit a Jobs and Employment Monitoring Report to the OPDC for approval.
- 10.2 Following submission of each Jobs and Employment Monitoring Report pursuant to paragraph 10.1, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to any Jobs and Employment Strategy and Management Plan (Operational) for the Commercial Floorspace (or part) to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

SCHEDULE 12

Energy and Sustainability

1 DEFINITIONS

Carbon Offset Contribution	the sum equivalent to £2,850 Index Linked per tonne of carbon (being £95 per tonne of carbon over 30 years) shortfall in carbon emission savings as identified by the CO ² Audit;
CO² Audit	an audit of the CO ² emissions of a completed Building to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development;
District Heating Network	an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site;
Energy Monitoring Contribution	the sum of £17,018 (Index Linked) payable by the Owner to the OPDC towards the costs of the OPDC monitoring the obligations in this schedule;
Energy Strategy	the energy strategy contained within the Energy Statement submitted with the Planning Application prepared by WSP and dated October 2021;
Sustainability Compensatory Measures	measures to remedy or otherwise provide compensatory measures to secure an acceptable or comparable level of sustainable design and construction within the relevant part of Development in the event that the BREEAM Excellent rating is not achieved;
Sustainability Penalty	an amount equivalent to the cost at the date of the post completion review of the BREEAM rating of meeting the sustainability targets associated with a BREEAM Excellent rating by other means in the event that the BREEAM Excellent rating has not been achieved and the OPDC agrees it is impractical to apply Sustainability Compensatory Measures which sum shall be utilised by the OPDC towards the provision of measures towards securing sustainability on other sites within its administrative area;
Zero Carbon Development	a development whose net carbon dioxide emissions, taking account of emissions associated with all energy use, is equal to zero or negative across the year where "energy use" will cover both energy uses currently regulated by any applicable building regulations and other energy used in the home.

2 BREEAM RATING

- 2.1 Prior to Commencement of each Phase or Sub-Phase of the Development to obtain a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Non-Residential Units contained within that Phase or Sub-Phase with a target of achieving an "Excellent" rating and submit the same to the OPDC for approval.
- 2.2 The Owner shall not Commence Development of a Phase or Sub-Phase of the Development until the report referred to in paragraph 2.1 has been approved in writing by the OPDC.

- 2.3 Prior to the First Occupation of the Non-Residential Units contained within a Phase or Sub-Phase of the Development to obtain and submit to the OPDC for approval a post construction stage BREEAM review report completed by a licensed BREEAM assessor in respect of the Non-Residential Units contained within that Phase or Sub-Phase containing the following:
- (a) confirmation that the measures incorporated in the approved report referred to in paragraph 2.1 have been incorporated into the Non-Residential Units;
 - (b) confirmation of whether or not the Non-Residential Units have achieved the target of an “Excellent” rating; and
 - (c) if the Non-Residential Units have not achieved the target of an “Excellent” rating:
 - (i) setting out the reasons why it has not been possible to achieve an “Excellent” rating; and either
 - (ii) detailing the proposed Sustainability Compensatory Measures to address the shortfall; or
 - (iii) if it is impractical to apply Sustainability Compensatory Measures (in respect of which detailed reasons shall be given) setting out the proposed Sustainability Penalty (together with details of the calculation thereof).
- 2.4 Not to Occupy the Non-Residential Units contained within that Phase or Sub-Phase unless and until:
- (a) the report referred to in paragraph 2.3 has been approved in writing by the OPDC;
 - (b) if the approved report identifies Sustainability Compensatory Measures, unless otherwise agreed in writing by the OPDC, those Sustainability Compensatory Measures have been implemented to the OPDC’s satisfaction;
 - (c) if the approved report identifies a Sustainability Penalty, the Sustainability Penalty has been paid to the OPDC.

3 DECENTRALISED ENERGY

- 3.1 The Owner covenants with the OPDC that the Development:
- (a) will be designed and constructed to connect to or not prejudice the future connection to a District Heating Network; and
 - (b) will be provided with a single connection point at which the Development may be connected to a District Heating Network in a location in Phase 1 of the Development to be approved by the OPDC as part of the Energy Strategy.
- 3.2 The Owner shall ensure that the Development is designed and constructed consistent with the approved Energy Strategy so that it is capable of being connected to a District Heating Network and such provision shall include:
- (a) the installation of sufficiently sized external buried pipework at the time of available connection in positions agreed with the OPDC to enable connection to a District Heating Network;
 - (b) the installation of pipework in the fabric of buildings in accordance with the approved Energy Strategy;

- (c) the 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;
- (d) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

3.3 In the event that a District Heating Network becomes available in the vicinity of the Development, the OPDC will notify the Owner in writing of this and the Owner shall use reasonable endeavours to connect the Development to the District Heating Network that has become available. The Owner shall inform the OPDC in writing of the connection date and for the avoidance of doubt OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network.

4 CARBON OFF-SET CONTRIBUTION

- 4.1 Prior to Practical Completion of a Building, the Owner will submit to the OPDC for written approval details of the consultants who will undertake the CO² Audit for that Building and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.
- 4.2 Within 20 Working Days of First Occupation of a Building the Owner shall commission the CO² Audit and give written notification of such fact to the OPDC.
- 4.3 Within 20 Working Days of providing the notification under paragraph 4.2 of this schedule the CO² Audit shall be submitted to the OPDC for approval, such approval not to be unreasonably withheld or delayed.
- 4.4 The OPDC will notify the Owner of whether or not it approves the CO² Audit within 20 Working Days of receipt of the CO² Audit. Where the CO² Audit is not approved then the Owner and the OPDC shall use all reasonable endeavours to agree the matter failing which either party will have the ability to refer to the Expert in accordance with the provisions of clause 20 of this Deed.
- 4.5 The OPDC will determine the Carbon Offset Contribution for a Building on the basis of the approved or determined CO² Audit for that Building within 10 Working Days of such approval or determination.
- 4.6 The Owner will pay the Carbon Offset Contribution for each Building within 20 Working Days of approval or determination of the CO² Audit for that Building.
- 4.7 Without prejudice to the obligation in paragraph 4.6 to pay the Carbon Offset Contribution for each Building within 20 Working Days of approval or determination of the CO² Audit, not to Occupy more than 50% of the Residential Units or Student Housing Units or Co-Living Accommodation Units or any Commercial Floorspace in a Building unless and until the Carbon Offset Contribution for that Building has been paid to the OPDC.

5 'BE SEEN' ENERGY MONITORING

- 5.1 The Development shall be constructed to comply with the GLA 'Be Seen' energy monitoring requirements set out below for at least five years:
 - (a) within four weeks of the date of the Agreement in the case of Phase 1 or of the determination of Reserved Matters Applications for Phase 2, accurate and verified estimates of the 'be seen' energy performance indicators, as outlined in Chapter 3 'Planning stage' of the GLA Be Seen Energy Monitoring Guidance shall be submitted to the GLA's monitoring portal and the OPDC for information;

- (b) once the as-built design has been completed (upon commencement of RIBA Stage 6) and prior to Occupation of each Phase, updated accurate and verified estimates of the 'be seen' energy performance indicators for each reportable unit of the Development, as well as supporting evidence, as per the methodology outlined in Chapter 4 'As-built stage' of the GLA Be Seen Energy Monitoring Guidance shall be uploaded to the GLA's monitoring portal and submitted to the OPDC for information. The Owner must also provide in writing details of the monitoring devices that have been installed and confirm they are suitable and will be maintained for the monitoring of the in-use energy performance indicators, as outlined in Chapter 5 'In-use stage' of the GLA Be Seen Energy Monitoring Guidance;
- (c) upon completion of the first year of Occupation following the end of the defects liability period (DLP) and for the following four years, accurate and verified annual in-use energy performance data as well as supporting evidence for all relevant indicators under each reportable unit of the development as per the methodology outlined in Chapter 5 'In-use stage' of the GLA 'Be seen' energy monitoring guidance shall be uploaded to the GLA's monitoring portal and submitted to the OPDC for information; and
- (d) in the event that the in-use evidence submitted shows that the as-built performance estimates have not been or are not being met, the legal Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'be seen' spreadsheet. Where measures are identified, which can be reasonably practicable to implement, an action plan comprising such measures shall be prepared and submitted to the OPDC for written approval within six weeks. The measures approved by the OPDC shall be implemented by the legal Owner as soon as reasonably practicable and based on the agreed action plan timescales.

6 ENERGY MONITORING

- 6.1 The Owner shall pay £8,509 of the Energy Monitoring Contribution to the OPDC within 30 days of the date of this Deed.
- 6.2 The Owner shall not Commence the Development until a further £8,509 (Index Linked) of the Energy Monitoring Contribution has been paid to the OPDC.

SCHEDULE 13

Design Monitoring

Part 1

Operative Provisions

1 DEFINITIONS

Approved Drawings	the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions;
Architect	Pilbrow & Partners or a replacement architect approved by the OPDC;
Design and Access Statement	the Design and Access Statement dated April 2023 approved as part of the Planning Permission;
Design Application	one of the following: (a) an application to the OPDC for the approval of details pursuant one or more Design Conditions; (b) an application to the OPDC for a S96A Amendment which seeks amendments to the Approved Drawings; (c) an application to the OPDC for a S73 Permission which seeks amendments to the Approved Drawings; (d) an application to the OPDC for approval of Reserved Matters pursuant to the Planning Permission
Design Application Report	a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following: (a) report on the compliance of the Design Application with the Approved Drawings, the Design and Access Statement and the Design Code; (b) commentary in respect of any deviations from the Approved Drawings, the Design and Access Statement and the Design Code with reference where applicable to Design Monitoring Reports showing the decision-making process; and (c) conclusion stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons;
Design Code	the design code approved as part of the Planning Permission;
Design Conditions	conditions 2, 7, 8, 21, 22, 25, 26, 27, 29, and 31 of the Planning Permission, any conditions imposed on Reserved Matters approvals and any obligations contained in this

Deed requiring the submission and approval of design details, materials and samples and "**Design Condition**" means any one of them;

Design Monitoring Completion Letter

a letter (incorporating an executive summary) from the Monitoring Team to include the following:

- (a) report on the compliance of the completed Development with the Approved Drawings; and
- (b) conclusion stating clearly whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings, giving reasons;

Design Monitoring Contribution

the maximum sum of £100,000 to be paid in accordance with 3.1 of this schedule to meet the OPDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the OPDC's internal staff costs and/or the costs of third party consultants retained by the OPDC (including the costs of the Monitoring Team);

Design Monitoring Plan

a written document identifying the following:

- (a) the Design Conditions (including target dates for submission and discharge);
- (b) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team;
- (c) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the OPDC (typically monthly at specified stages);
- (d) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the OPDC;
- (e) key dates and milestones for information release and package reviews;
- (f) technical requirements in respect of the information to be submitted to the Monitoring Team for review;
- (g) the construction phasing plan;
- (h) elements requiring development and resolution;
- (i) any risk elements (such as those matters requiring resolution with suppliers and/or subcontractors); and

a summary of the actions required of the Owner and the

	Design Team to ensure the implementation of the plan;
Design Monitoring Report	a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable): (a) report on workshops held with overview of conclusions; (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the OPDC for review: physical materials; samples; details; design information; sub-contractor/ supplier information; (c) comments and recommendations on Design Applications; (d) any deviations from the Approved Drawings, Design and Access Statement and Design Code; (e) progress of construction of the Development and conformity with Approved Drawings; (f) status of previous comments and recommendations; (g) actions and decisions required in the next period; (h) conclusions; and (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan;
Design Team	the design team companies instructed by the Owner as set out in the relevant Design Team Statement;
Design Team Statement	a written statement by the Owner setting out the following information which shall be factually correct at the date the statement is given: (a) the company members of the Design Team retained by the Owner in connection with the Development and their contact details; and (b) the scope of appointment of each company member of the Design Team; and (c) if applicable identifying any company members of the Planning Team no longer retained and the Design Team member(s) taking over their role;

Development	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;
Initial Design Monitoring Workshop	the workshop to be held pursuant to paragraph 5.2;
Landscape Architect	West8 or a replacement landscape architect approved by the OPDC;
Monitoring Team	a team to be appointed pursuant to paragraph 5.5 comprising: (a) the Architect, Landscape Architect and any other consultant(s) from the Planning Team that the OPDC considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles; or (b) such architect(s), landscape architect(s) and other design consultant(s) the OPDC considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles;
Original Design Principles	the key design principles, elements, strategies, details and materials underpinning the Development as set out in the drawings referenced on the Planning Permission, the Design and Access Statement and the Design Code;
Planning Team	the Architect and the Landscape Architect;
RIBA Stage 3	RIBA Stage 3 Spatial Coordination as defined by the RIBA Plan of Work;
RIBA Stage 4	RIBA Stage 4 Technical Design as defined by the RIBA Plan of Work;
RIBA Stage 5	RIBA Stage 5 Manufacturing and Construction as defined by the RIBA Plan of Work;
S73 Permission	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	a non-material amendment to the Planning Permission approved pursuant to Section 96A of the 1990 Act;
Terminated	(in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly;

Trigger Event

the occurrence of one of the following events:

- (a) a Design Team Statement submitted pursuant to paragraph 2.1 confirms one or more members of the Planning Team are no longer retained;
- (b) a Design Team Statement submitted pursuant to paragraph 2.2(a) confirms RIBA Stage 3 is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (c) a Design Team Statement submitted pursuant to paragraph 2.2(b) confirms RIBA Stage 4 is being commenced at a time when one or more members of the Planning Team are no longer retained;
- (d) a Design Team Statement submitted pursuant to paragraph 2.2(c) confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 in respect of the entire Development;
- (e) a Design Team Statement submitted pursuant to paragraph 2.2(d) confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings.

2 DESIGN TEAM STATEMENT

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the Design Team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 the Owner shall submit a Design Team Statement to the OPDC:
 - (a) prior to commencement of the preparation of RIBA Stage 3 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - (b) prior to commencement of the preparation of RIBA Stage 4 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - (c) save where RIBA Stage 4 has been completed in respect of the entire Development, within ten Working Days of Termination of the appointment of one or more members of the Planning Team; and
 - (d) prior to Commencement of the Development and thereafter every six months during the construction of the Development until its Practical Completion.

3 DESIGN MONITORING CONTRIBUTION

- 3.1 The Owner shall pay at the request of the OPDC an amount from the Design Monitoring Contribution to the OPDC to cover the OPDC's expenses (as certified by the OPDC) within ten Working Days of a Trigger Event.

- 3.2 It is hereby acknowledged and agreed that there may be more than one Trigger Event, however the Design and Monitoring Contribution shall be the maximum payable for all Trigger Events.

4 RESTRICTION ON DEVELOPMENT

- 4.1 The Development of Phase 1 and each Building in Phase 2 shall not be Commenced until the Owner has submitted all Design Team Statements required by paragraph 2 of this schedule and either:
- (a) provided evidence to the OPDC's reasonable satisfaction that the Planning Team are retained to oversee the delivery of the Development of Phase 1 or each Building in Phase 2, as applicable, in accordance with the Approved Drawings; or
 - (b) paid the relevant Design Monitoring Contribution(s) to the OPDC in accordance with paragraph 3 above and submitted and obtained the OPDC's approval of the proposed Design Team for carrying out the relevant part of the Development.
- 4.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

5 DESIGN MONITORING PROCESS

- 5.1 The Parties hereby agree that:
- (a) this paragraph 5 shall apply (and shall only apply) following a Trigger Event;
 - (b) the obligations on the OPDC in this paragraph 5 are subject to the payment of an amount from the Design Monitoring Contribution to the OPDC to cover the OPDC's expenses (as certified by the OPDC) in respect of that Trigger Event.
- 5.2 Not more than 20 Working Days following the Trigger Event the Owner and the OPDC shall hold an initial workshop to:
- (a) discuss and agree how the Original Design Principles will be safeguarded;
 - (b) discuss the appointment of the Monitoring Team;
 - (c) discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and
 - (d) review the draft Design Monitoring Plan prepared by the Owner pursuant to paragraph 5.4.
- 5.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:
- (a) the Design Team;
 - (b) the Planning Team;
 - (c) (if already appointed and different to the Planning Team) the Monitoring Team.
- 5.4 The Owner shall prepare and submit a draft Design Monitoring Plan to the OPDC not less than ten Working Days in advance of the Initial Design Monitoring Workshop.
- 5.5 Not later than ten Working Days following the Initial Design Monitoring Workshop the OPDC shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:
- (a) to monitor the design of the Development;

- (b) to oversee compliance with the Original Design Principles;
- (c) to oversee compliance with the quality of the Approved Drawings;
- (d) to ensure technical issues do not give rise to conflicts with the Original Design Principles;
- (e) to work together with the Design Team in a collaborative manner, in order to achieve the best quality-built outcomes that realise the original design aspiration and vision;
- (f) to review the draft Design Monitoring Plan prepared by the Owner pursuant to paragraph 5.4 and prepare and submit the final Design Monitoring Plan to the OPDC for agreement not more than 20 Working Days following the Initial Design Monitoring Workshop;
- (g) to prepare and submit Design Monitoring Reports to the OPDC periodically (in the frequency set out in the final Design Monitoring Plan);
- (h) to prepare and submit a Design Application Report to the OPDC in respect of each Design Application;
- (i) to prepare and submit a Design Monitoring Completion Letter to the OPDC upon completion of the Development;
- (j) to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- (k) to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan, and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- (l) to undertake site visits to review each building block during construction and monitor against design intent and Approved Drawings, and sample, mock-up and benchmark areas; and
- (m) to undertake site inspections prior to the OPDC determining applications to discharge Design Conditions,

and the appointment of the Monitoring Team will incorporate the table set out in part 2 of this schedule.

5.6 The Owner shall:

- (a) comply with the requirements of the Owner identified in the final Design Monitoring Plan; and
- (b) procure the compliance of the Design Team with the requirements of the Design Team identified in the final Design Monitoring Plan,

including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

Part 2

Monitoring Team - Actions and Deliverables

Workstage	Action	Deliverables	Completion Date
Pre RIBA Stage 3/4 Significantly before any work developing the detail of the design beyond that which is already consented	Initial Design Monitoring Workshop: Following submission of the Design Team Statement, a workshop meeting should take place between the Owner and the OPDC and should include discussion about: - Proposed Design Team members / organisations - Proposed Monitoring Team members / organisations - Proposed ways of working between the Monitoring Team and the Design Team Representatives of the Planning Team should be present for this meeting. A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safe guarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.	Draft Design Monitoring Plan (provided by the Owner) for discussion with the OPDC	Submission: DDMMYY Approval: DDMMYY
At RIBA Stage 3/4 Commencement Immediately prior to design commencing the relevant workstage depending on the nature of the application	Design Monitoring Plan: Design Monitoring Plan to be produced by Monitoring Team & submitted to the OPDC for sign off, identifying: The Original Design Principles being applied	Design Monitoring Plan to be submitted to the OPDC prior to start of RIBA Stage 3/4 and/	Submission: DDMMYY Approval:

Workstage	Action	Deliverables	Completion Date
	- Physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/ the OPDC (including relevant planning conditions) - Elements requiring development and resolution - Risk elements (such as those requiring resolution with suppliers / subcontractors) - Scope of Design Monitoring Reports - Plan of how Monitoring Team will be involved, including workshops between Monitoring Team and the Design Team, package reviews, key dates & milestones - Identify relevant planning conditions, and target dates for discharge - Frequency and dates for submission of Design Monitoring Reports to LLDC (typically monthly at specified stages) - Information release schedule and construction phase plan		DDMMYY
RIBA Stage 3 – 5 During the above RIBA Work Stages	Design Monitoring Reports: Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.	Submit Design Monitoring Reports to the OPDC as supporting information to discharge of each relevant design condition	Submission: DDMMYY Approval: DDMMYY

Workstage	Action	Deliverables	Completion Date
	Monitoring Team to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows; • Executive summary • Report on progress against the Design Monitoring Plan • Report on workshops held, with overview of conclusions • Report and provide comments and recommendations in regard to: physical materials; samples; details; design information; sub-contractor/ supplier information, as reviewed by Monitoring Team or submitted to the OPDC in the period • Provide commentary and recommendations regarding submission of Design Applications by Design Team • Report on any deviations from the Approved Drawings • Report on progress on site, and conformity with design / approved planning documents (during stage 5) • Commentary on S73 or 96A applications in the period if applicable		

Workstage	Action	Deliverables	Completion Date
	• Status of previous comments and recommendations • Actions and decisions required in the next period • Conclusions		
RIBA Stage 3 – 5 During the above RIBA Work Stages	Design Application Report For each design related condition discharge a supporting report should be provided including: • Executive summary • Report on compliance with the Approved Drawings • For any deviations from the Approved Drawings provide commentary, and reference where applicable Design Monitoring Reports, showing the decision making process • Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition	Submit Design Application Report(s) to the OPDC	Submission: DDMMYY Approval: DDMMYY
RIBA Stage 5 During the above RIBA Work Stage	Design Monitoring Sample Reviews & Site Visits: Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure	Monitoring Team to attend site visits with OPDC as requested	Submission: DDMMYY Approval: DDMMYY

Workstage	Action	Deliverables	Completion Date
	the remainder of the Works. Reviews to be combined with site visits where possible. Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings, and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the OPDC of building elements such as façade brickwork or landscaping.		
RIBA Stage 6 During the above RIBA Work Stage	Design Monitoring Completion Letter: For each design related condition a supporting letter at completion should be provided including: • Executive summary • Report on compliance with the Approved Drawings • Commentary on compliance with the information submitted for discharge of conditions • Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings	Submit Design Monitoring Completion Letter to the OPDC	Submission: DDMMYY Approval: DDMMYY

SCHEDULE 14

Purpose Built Co-Living Accommodation

- 1 In this schedule 14 (and elsewhere in this Deed where specifically stated) the following expressions shall have the following meanings:

Co-Living Accommodation purpose built units in Building F for single or two person households that are not self-contained with access to communal amenity spaces including shared kitchens and meeting spaces, which is not Student Accommodation;

Co-Living Accommodation Strategy a statement demonstrating the following criteria:

- (a) the Co-Living Accommodation Units are under single management;
- (b) all Co-Living Accommodation Units are for rent only with minimum tenancy lengths of no less than three months;
- (c) communal facilities and services are provided that are sufficient to meet the requirements of the intended number of residents and offer as a minimum:
 - (i) convenient access to a communal kitchen;
 - (ii) outside communal amenity space;
 - (iii) internal communal amenity space (such as dining rooms, lounges);
 - (iv) laundry and drying facilities;
 - (v) concierge facilities;
 - (vi) availability of bedding and linen changing and/or room cleaning services

(which may be amended from time to time with the agreement of the OPDC);

Co-Living Accommodation Units the units to be provided as Co-Living Accommodation but excluding all shared common spaces including communal, amenity and circulation spaces;

Co-Living Management Plan a management plan for the Co-Living Accommodation providing detailed information which should include but not be limited to: security and fire safety procedures; move in and move out arrangements; how all internal and external areas of the development will be maintained; how communal spaces and private units will be cleaned and how linen charging services will operate; how deliveries for servicing the Co-Living Accommodation and residents' deliveries will be managed (which may be amended from time to time with the agreement of the OPDC).

2 GENERAL PROVISION

2.1 This schedule 14 shall only apply if Building F is delivered as Co-Living Accommodation.

3 CO-LIVING ACCOMMODATION STRATEGY

3.1 The Owner shall:

- (a) prior to First Occupation of the Co-Living Accommodation submit to the OPDC for approval a Co-Living Accommodation Strategy and Co-Living Management Plan;
- (b) not First Occupy the Co-Living Accommodation until the OPDC has approved in writing the Co-Living Accommodation Strategy and the Co-Living Management Plan; and
- (c) implement and Occupy the Co-Living Accommodation for its lifetime in accordance with the approved Co-Living Accommodation Strategy and the Co-Living Management Plan unless otherwise agreed with the OPDC;

3.2 The obligations in this schedule 14 shall only bind Building F.

SCHEDULE 15

Wind Mitigation

1 DEFINITIONS

Application Wind Assessment	the wind assessment entitled "Pedestrian Level Wind Microclimate Assessment" prepared by RWDI and dated 29 October 2021 which was submitted as part of the Planning Application;
Cash Deposit	the sum of £300,000 to be paid by the Owner to the OPDC and held by the OPDC for the purpose of providing Approved Wind Mitigation Works if required in accordance with paragraph 2.7 of this schedule 15.
Bond	a bond substantially in the form attached to this Deed at Appendix 8 for £300,000;
Material Wind Impacts	wind conditions that are one or more Lawson Public Comfort Criteria categories above the suitable wind comfort conditions for the intended use;
Wind Monitoring Methodology Plan	the methodology for monitoring the wind conditions in the Wind Assessment Area over an 18 month period following each of (i) Practical Completion of Phase 1 of the Development and (ii) Practical Completion of Phase 2 of the Development, which shall include: (a) a commitment to attend the Site on at least 4 occasions (the "Wind Assessment Dates") over the 18 month period with at least two of the assessment dates being during the winter months (1 October – 1 March); (b) details of how the Wind Assessment Dates will be selected; (c) details of the locations within the Wind Assessment Area where monitoring will take place (which for the avoidance of doubt should be a selection of locations assessed in the Application Wind Assessment); (d) details of the equipment to be used to carry out the monitoring; (e) details of how the data will be collated and provided to the OPDC;
Wind Assessment Area	the area shown shaded turquoise on Plan 11;
Wind Mitigation Works	minor or non-material measures/works/modifications to be carried out by the Owner on the Site in the Wind Assessment Area (for example tree planting, installation of porous screens and erection of canopies and fins) to mitigate any Material Wind Impacts in the Wind Assessment Area as are identified during monitoring and for the avoidance of doubt such minor or non-material measures/works/modifications may (a) require additions to the buildings in the Development (for example erection of canopies and fins) but shall not require any changes to the approved superstructure of the buildings in the Development and (b) may be temporary only if they relate to Material Wind Impacts caused by Practical Completion of Phase 1 of the Development but that will no longer be Material Wind Impacts on Practical Completion of Phase 2 of the Development;

2 WIND MONITORING

- 2.1 Prior to Practical Completion of Phase 1 of the Development, the Owner shall submit to the OPDC a Wind Monitoring Methodology Plan for approval and provide the Bond or Cash Deposit (at the Owner's discretion) to the OPDC.
- 2.2 Following Practical Completion of Phase 1 of the Development, the Owner shall carry out monitoring of the wind conditions in the Wind Assessment Area in accordance with the approved Wind Monitoring Methodology Plan and shall submit the data to the OPDC within 20 Working Days (or such later date as may be agreed) of completion of the monitoring.
- 2.3 Following Practical Completion of Phase 2 of the Development, the Owner shall carry out monitoring of the wind conditions in the Wind Assessment Area in accordance with the approved Wind Monitoring Methodology Plan and shall submit the data to the OPDC within 20 Working Days (or such later date as may be agreed) of completion of the monitoring.
- 2.4 If the wind monitoring data submitted to the OPDC pursuant to paragraph 2.2 or 2.3 identifies that there are Material Wind Impacts in the Wind Assessment Area, the Owner shall prepare and submit details of proposed Wind Mitigation Works for the written approval of the OPDC (such approval not to be unreasonably withheld or delayed).
- 2.5 In the event of any refusal by the OPDC to approve the Wind Mitigation Works to pay due regard to the OPDC's reasonable reasons for such refusal and to resubmit up to 3 (three) times the proposed Wind Mitigation Works as amended having regard to the OPDC's reasonable reasons for refusal until the OPDC approves the proposed Wind Mitigation Works in writing (the "**Approved Wind Mitigation Works**"). Where, notwithstanding the Owner has paid due regard to the OPDC's reasonable reasons for refusal the OPDC refuses to approve the resubmitted proposed Wind Mitigation Works a third time, determination of the Wind Mitigation Works shall be made by an appropriate expert pursuant to clause 20 of this Deed.
- 2.6 Unless otherwise agreed, the Owner shall use reasonable endeavours to complete the Approved Wind Mitigation Works within a timeframe to be agreed with the OPDC and which shall be commensurate with the program for completion and Occupation of the Development and the Owner shall bear all reasonable and proper costs in relation to the wind monitoring and Approved Wind Mitigation Works (if required) PROVIDED THAT the Owner shall not be required to expend more than £300,000 on the Approved Wind Mitigation Works.
- 2.7 In the event that the results of the wind monitoring data for either Phase 1 of the Development or Phase 2 of the Development concludes that there are Material Wind Impacts in the Wind Assessment Area and the Approved Wind Mitigation Works have not been carried out and completed to the reasonable satisfaction of the OPDC within the later of (a) 12 months of its receipt of the wind monitoring data and (b) any timeframe agreed with the OPDC pursuant to paragraph 2.5, the OPDC may, in its absolute discretion, call upon the Bond or Cash Deposit and having notified the Owner of its intention to do so enter the Site on no less than two weeks' written notice to the Owner and carry out and complete the Approved Wind Mitigation Works.
- 2.8 In the event that the OPDC notifies the Owner that it intends to enter the Site and carry out the Approved Wind Mitigation Works, the Owner shall afford OPDC unrestricted access to the Site and cooperate with and provide all necessary assistance to the OPDC in carrying out and completing the Approved Wind Mitigation Works. For the avoidance of doubt, any contractors carrying out works on behalf of the OPDC shall hold appropriate insurance and provide the Owner with appropriate warranties in respect of any works carried out on the Site.
- 2.9 Upon completion of the Wind Mitigation Works to the reasonable satisfaction of the OPDC or receipt of the results of the wind monitoring data for Phase 1 of the Development and Phase 2 of the Development which concludes that there are no Material Wind Impacts in the Assessment Area, whichever is earliest, the OPDC shall discharge the Bond or return the Cash Deposit in part or in full, as applicable.

SCHEDULE 16

Affordable Workspace

1 DEFINITIONS

Affordable Rent	a rent at rent levels no more than 20% compared to market rent for comparable workspace;
Affordable Workspace	the (i) 637 sqm GIA of co-working space to be provided in Building F; and (ii) 359 sqm GIA of maker space in Phase 2; to be provided in accordance with the Affordable Workspace Strategy to be submitted to and approved in writing by the OPDC and let to Local Businesses at an Affordable Rent in accordance with the relevant Affordable Workspace Delivery and Management Plan to be submitted to and approved in writing by the OPDC;
Affordable Workspace Lease	a lease or an agreement for lease of all or part of the Affordable Workspace in accordance with the relevant Affordable Workspace Delivery and Management Plan to be submitted to and approved in writing by the OPDC;
Affordable Workspace Delivery and Management Plan	a written strategy to be submitted for each Phase setting out: (a) confirmation of how the Affordable Workspace is be delivered in the Phase in accordance with the Affordable Workspace Strategy including the type and amount of Affordable Workspace (if any); (b) details of how the Affordable Workspace will be managed, including confirmation of the Affordable Workspace Operator and evidence to show they meet the definition of an Affordable Workspace Operator; (c) any changes to rent and operator cost information provided in the Affordable Workspace Strategy; (d) details of how the Affordable Workspace for the Phase will be marketed to potential tenants, including community engagement and provision for local needs; (e) details of the types of business that the space will be let to and how tenants for the Affordable Workspace will be selected including eligibility criteria which must prioritise Local Businesses; (f) the proposed fit out of the Affordable Workspace in the relevant Phase and how that meets end user needs. (g) details of the business support to be offered to occupant of the Affordable Workspace in the relevant Phase; (h) details of proposed heads of terms for an Affordable Workspace Lease which shall include the following key terms: (i) the amount of the Affordable Rent and a full written assessment as to how this has been calculated supported by comparable evidence;

(ii) service charge for at least essential services to be included within the rent and where service charge for optional services are to be exclusive of the rent at a rate which the Owner can demonstrate by reference to the services selected by and being provided to the relevant Occupier are at an appropriate level commensurate with the cost of those services; and

(iii) tenant's right to select which optional services they receive; and

(iv) details of essential and optional services; and

(i) reporting arrangements detailing how reports will be provided to the OPDC on an annual basis providing details of businesses occupying space, when it was occupied, annual rent, discount, service charge and social value outputs and review mechanisms.

Affordable Workspace Operator

an operator who can demonstrate via its constitution, accreditation or previous rents offered that its purpose is to provide space which is affordable to end users. The operator should also be able to provide evidence and targets for how it provides affordable space for one or more of the following: specific sectors that have social or cultural value; disadvantaged groups of any sector; delivery of education outcomes; and low turnover and early-stage businesses;

Affordable Workspace Strategy

a written document setting out how the Owner intends to provide the Affordable Workspace within the Development and shall include but not be limited to:

(a) details of where the Affordable Workspace will be provided within the Development;

(b) detailed explanation of the specification of the Affordable Workspace and how such Affordable Workspace will be suitable for Local Businesses, well-designed, high quality, incorporate a range of unit sizes and types that are flexible, have good natural light and be suitable for sub-division for new uses and activities and how consideration has been given to providing grow-on space; and

(c) a commitment to providing the Affordable Workspace to an equivalent standard as the other Commercial Floorspace and to the specification set out in the Affordable Workspace Strategy;

External Consultant

an independent external consultant appointed by the OPDC (at the Owner's cost) to assess the Affordable Workspace Delivery and Management Plan;

Local Businesses

shall have the same meaning as in schedule 11.

2 AFFORDABLE WORKSPACE STRATEGY

2.1 The Owner shall:

(a) prior to Commencement of Building F submit to the OPDC for approval the Affordable Workspace Strategy for Building F;

(b) not Commence Building F until the Affordable Workspace Strategy has been submitted to the OPDC and approved in writing by the OPDC;

- (c) prior to Commencement of Phase 2 submit to the OPDC for approval the Affordable Workspace Strategy for Phase 2; and
- (d) not Commence the Building in which the Affordable Workspace for Phase 2 is situated until the Affordable Workspace Strategy for Phase 2 has been submitted to the OPDC and approved in writing by the OPDC.

3 AFFORDABLE WORKSPACE DELIVERY AND MANAGEMENT PLAN

3.1 The Owner shall:

- (a) 10 months prior to First Occupation of Building F submit to the OPDC for approval the Affordable Workspace Delivery and Management Plan for Building F;
- (b) not Occupy any part of Building F until the Affordable Workspace Delivery and Management Plan for Building F has been submitted to the OPDC and approved in writing by the OPDC;
- (c) 10 months prior to First Occupation of the Building in which the Affordable Workspace for Phase 2 is situated submit to the OPDC for approval the Affordable Workspace Delivery and Management Plan for Phase 2;
- (d) not Occupy any part of the of the Building in which the Affordable Workspace for Phase 2 is situated until the Affordable Workspace Delivery and Management Plan for Phase 2 has been submitted to the OPDC and approved in writing by the OPDC; and
- (e) thereafter implement and comply at all times with the relevant approved Affordable Workspace Delivery and Management Plan (subject to such amendments as may be required by any review of the Affordable Workspace Delivery and Management Plan or may otherwise be approved by the OPDC in writing from time to time).

3.2 On receipt of the Affordable Workspace Delivery and Management Plan the OPDC may refer the Affordable Workspace Delivery and Management Plan to an External Consultant to provide a full written assessment (at the Owner's cost) of whether the rent to be charged (including service charge for essential services) is an Affordable Rent.

4 CONSTRUCTION OF AFFORDABLE WORKSPACE

4.1 The Owner shall not Occupy Building F or any of the Commercial Floorspace within the Building in which the Affordable Workspace in Phase 2 is to be provided (as set out in the approved Affordable Workspace Strategy) until the Affordable Workspace in that Building has been constructed and Practically Completed in line with the approved Affordable Workspace Strategy and the approved Affordable Workspace Delivery and Management Plan in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the OPDC.

SCHEDULE 17

Student Accommodation

1 DEFINITIONS

Academic Year	1 October to 31 May each year;
Additional Affordable Student Housing Units	shall have the same meaning as in schedule 4;
Affordable Student Housing	purpose built student accommodation that is provided at a rental cost for the Academic Year equal to or below 55 per cent of the maximum income that a new full-time student studying in London and living away from home could at the date thereof receive from the Government's maintenance loan for living costs for that Academic Year or such higher maximum level applicable from time to time and the initial annual rental cost for which should not exceed the level set out in the Mayor's Annual Monitoring Report for the relevant Academic Year;
Affordable Student Housing Units	35% of the Student Housing Units in Building F to be Occupied as Affordable Student Housing if Building F is delivered as Student Accommodation;
Higher Education Provider	an education institution that provides a designated course that has been approved by the Department for Education for higher education study which allows the student to apply for government-financed student loans. Higher education study is at qualification level 4 or above (i.e. above A-level or equivalent);
Market Student Housing Units	the Student Housing Units that are not Affordable Student Housing Units or Additional Affordable Student Housing Units;
Student Accommodation	purpose built student accommodation within Building F;
Student Accommodation Management Plan	a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation and which includes the following:- (a) unless owned, operated or controlled by a Higher Education Provider, attain accreditation of compliance with the "ANUK/ Unipol Code of Standards for larger developments of student accommodation not managed and controlled by educational establishments" as amended from time to time or alternatively inclusion of elements of the Code within the Student Accommodation Management Plan; (b) measures to ensure the behaviour of students and other residents causes minimum impact on or disruption to local residents and community; (c) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an

efficient manner and creating a tangible point of reference if local residents wish to raise any issues;

(d) measures taken to ensure movements of students when they move into Building F at the start of each academic term and year and then move out of Building F at the end of each academic term and year are coordinated and minimise any impact arising from the same; and

(e) provisions for policing incidents of noise and anti-social behaviour within Building F and on and off the Site;

(f) provisions and facilities to encourage students and other residents to recycle for example bins in rooms and communal areas which have separate waste and recycling compartments;

(g) details of how deliveries to the Student Accommodation will be managed;

(h) detailed of security and fire safety procedures;

(i) details of how internal and external areas will be cleaned and maintained; and

(j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time;

Student Housing Units

the units of Student Accommodation comprising the Market Student Housing Units, the Affordable Student Housing Units; and any Additional Affordable Student Housing Units;

Student Housing Nominations Agreement

an agreement which enables the signatory Higher Education Provider to allocate their students in respect of 51% of the Student Housing Units (including all of the Affordable Student Housing Units and any Additional Affordable Student Housing Units).

2 GENERAL PROVISION

2.1 This schedule 17 shall only apply if Building F is delivered as Student Accommodation.

3 STUDENT ACCOMMODATION

3.1 The Owner shall not Occupy or permit Occupation of any part of the Student Accommodation in Building F during the Academic Year other than to students enrolled in a course with a Higher Education Provider and in accordance with paragraph 3.3 and 3.4 below together with any staff involved in the management of the Student Accommodation (such as wardens and other facilities management staff).

3.2 Outside of the Academic Year, the above restriction shall not apply and the Student Accommodation may be Occupied by the general public on short term occupancy arrangements.

3.3 A Student Housing Nominations Agreement shall not be required if the Student Accommodation is owned or operated or controlled by Imperial College London. In the event that Building F is no longer owned or operated or controlled by Imperial College London any new owner or

operator shall use reasonable endeavours to enter into a Student Housing Nominations Agreement with a Higher Education Provider as soon as practicable after a Disposal or a transfer or passing of operation or control and shall deliver a completed copy of the Student Housing Nominations Agreement to the OPDC and in the event that a Student Housing Nominations Agreement is not secured by 28 February for the following Academic Year and the new owner or operator can evidence to the OPDC's satisfaction that they have used all reasonable endeavours to do so, the Student Accommodation may be directly let by the Owner or operator for the following Academic Year in accordance with the cascade in paragraph 3.4 below PROVIDED THAT the Owner or operator shall continue to use all reasonable endeavours to secure a nominations agreement for the following Academic Year.

3.4 The nominations cascade referred to in paragraph 3.3 above is as follows:

- (a) Imperial College London;
- (b) such alternative local Higher Education Providers as may be defined by the OPDC and LBE;
- (c) London only based Higher Education Providers and that have good sustainable transport connections to the Site;
- (d) any other Higher Education Providers with a London Higher Education Provider campus.

4 AFFORDABLE STUDENT HOUSING

4.1 The Owner shall:

- (a) not Occupy or permit Occupation of more than 50% of the Market Student Housing Units until it has constructed the Affordable Student Housing Units and any Additional Affordable Student Housing Units so that they are in a condition capable of being Occupied;
- (b) ensure that the Affordable Student Housing Units and any Additional Affordable Student Housing Units are let to students considered by Imperial College London or the Higher Education Provider (where a Student Housing Nominations Agreement is in existence) to be most in need of Affordable Student Housing during the Academic Year;
- (c) ensure that the Student Accommodation communal areas shall be equally accessible to all students at the same times on equal terms without the requirement for any additional fees or charges in excess of the rent to be paid in relation to each Student Housing Unit;
- (d) use reasonable endeavours to promote pepper potting of the Affordable Student Housing Units and any Additional Affordable Student Housing Units amongst the Market Student Housing Units.

5 STUDENT ACCOMODATION MANAGEMENT PLAN

- 5.1 Prior to the first Occupation of any Student Housing Unit the Owner shall submit the Student Accommodation Management Plan to the OPDC for approval.
- 5.2 Not to Occupy nor permit Occupation of any Student Housing Unit until such time as the OPDC has approved the Student Accommodation Management Plan.
- 5.3 Following the Occupation of any Student Housing Unit the Owner shall not Occupy or permit Occupation of the Student Housing Units at any time when the Student Housing Units are not being managed in strict accordance with the Student Accommodation Management Plan as

approved by the OPDC from time to time and shall not Occupy or permit Occupation of the Student Housing Units otherwise than in strict accordance with the requirements of the Student Accommodation Management Plan.

EXECUTED as a **DEED** and
DELIVERED for and on behalf of
**OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION**
Authorised Signatory

Name (BLOCK) Emma Williamson

Position Director of Planning

) DocuSigned by:
) *Emma Williamson* *David Lunts*
) 2E86482727A841E... B3865F3937A3476...

Authorised Signatory

Name (BLOCK) David Lunts

Position CHIEF EXECUTIVE

EXECUTED as a **DEED** by
ONE PORTAL WAY LIMITED
acting by two directors

Director

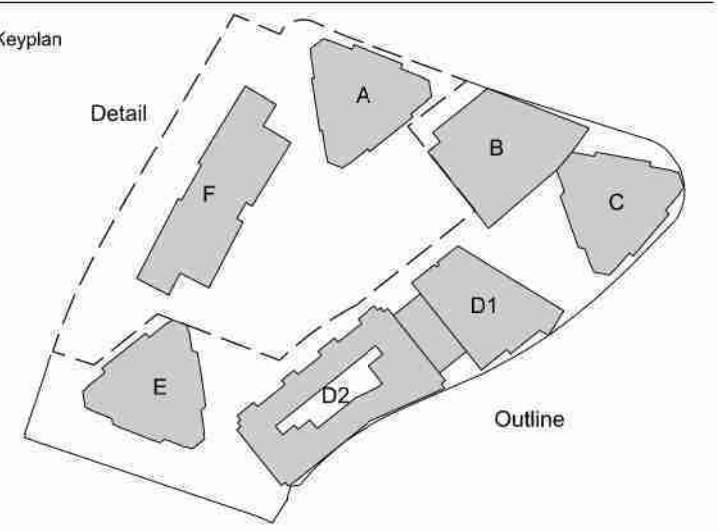
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[Signature]
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Director/Secretary

DocuSigned by:
James Copeman
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APPENDIX 1**Plans**

Plan Number	Contents	Drawing Number
Plan 1	Site Plan	1930-PP-ZZ-XX-DR-A-106-0001 Rev PO
Plan 2	Phase 1 and Phase 2	1930-PP-ZZ-XX-DR-A-106-0002 Rev PO
Plan 3	Buildings	1930-PP-ZZ-XX-DR-A-106-0003 Rev PO
Plan 4	Green Infrastructure	1930-PP-ZZ-XX-DR-A-106-0018 Rev PO
Plan 5	Publicly Accessible Open Space	1930-PP-ZZ-XX-DR-A-106-0017 Rev PO
Plan 6	Highway Improvement Works	1930-PP-ZZ-XX-DR-A-106-0006 Rev PO
Plan 7	Portal Way	1930-PP-ZZ-XX-DR-A-106-0007 Rev PO
Plan 8	Portal Way Works (Phasing)	1930-PP-ZZ-XX-DR-A-106-0019 Rev PO
Plan 9	Highway Reinstatement Area	1930-PP-ZZ-XX-DR-A-106-0021 Rev PO
Plan 10	Raised Pedestrian Crossing on A4000 and Highway Work Improvements (Building A)	1930-PP-ZZ-XX-DR-A-106-0010 Rev PO
Plan 11	Wind Assessment Area	1930-PP-ZZ-XX-DR-A-106-0011 Rev PO



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Pillbrow & Partners shall be notified in writing of any discrepancies.

- Key / Notes
- Planning application boundary
 - Detailed/outline boundary line

P0	26/02/2024	Section 106 Plans	SY
Rev	Date	Notes	Insp by

2-5 St. John's Square
London EC1M 4DE
+44 (0) 20 3696 7000
info@pillbrowandpartners.com
pillbrowandpartners.com

Client
Imperial College London

Project Name
1930 - One Portal Way - North Acton

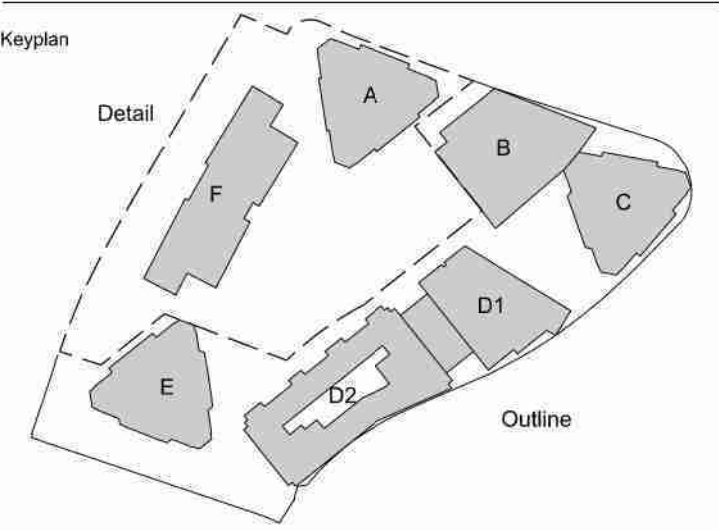
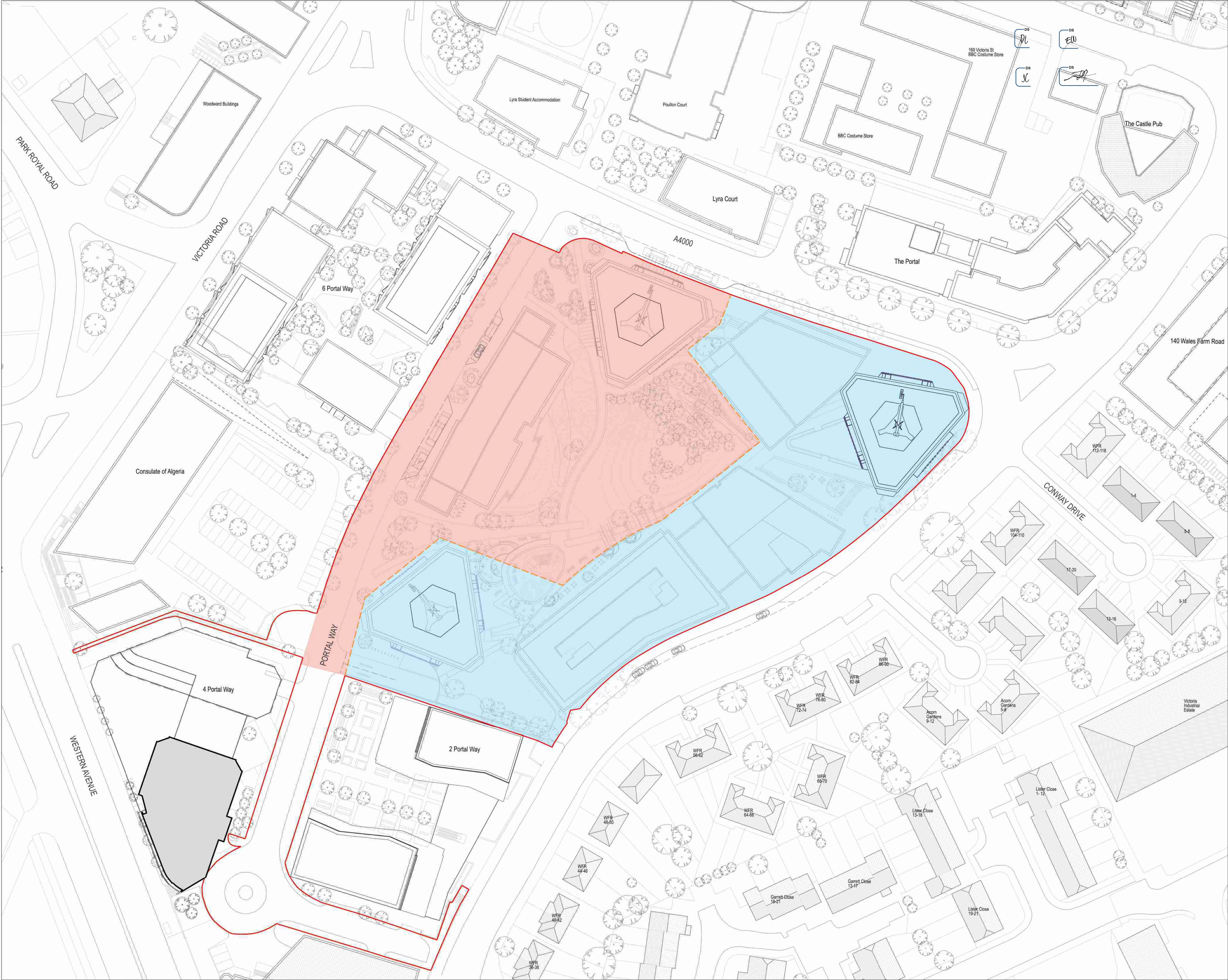
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Site Plan**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0001

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Detailed Phase
- Outline Phase

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Rev	Date	Notes	Insp by

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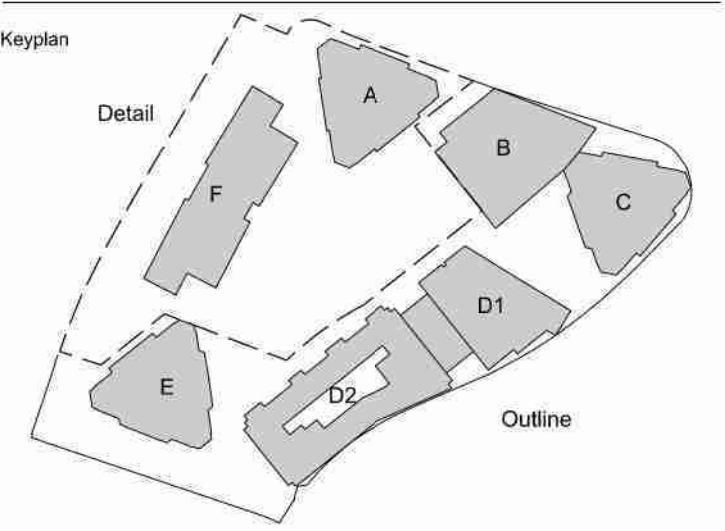
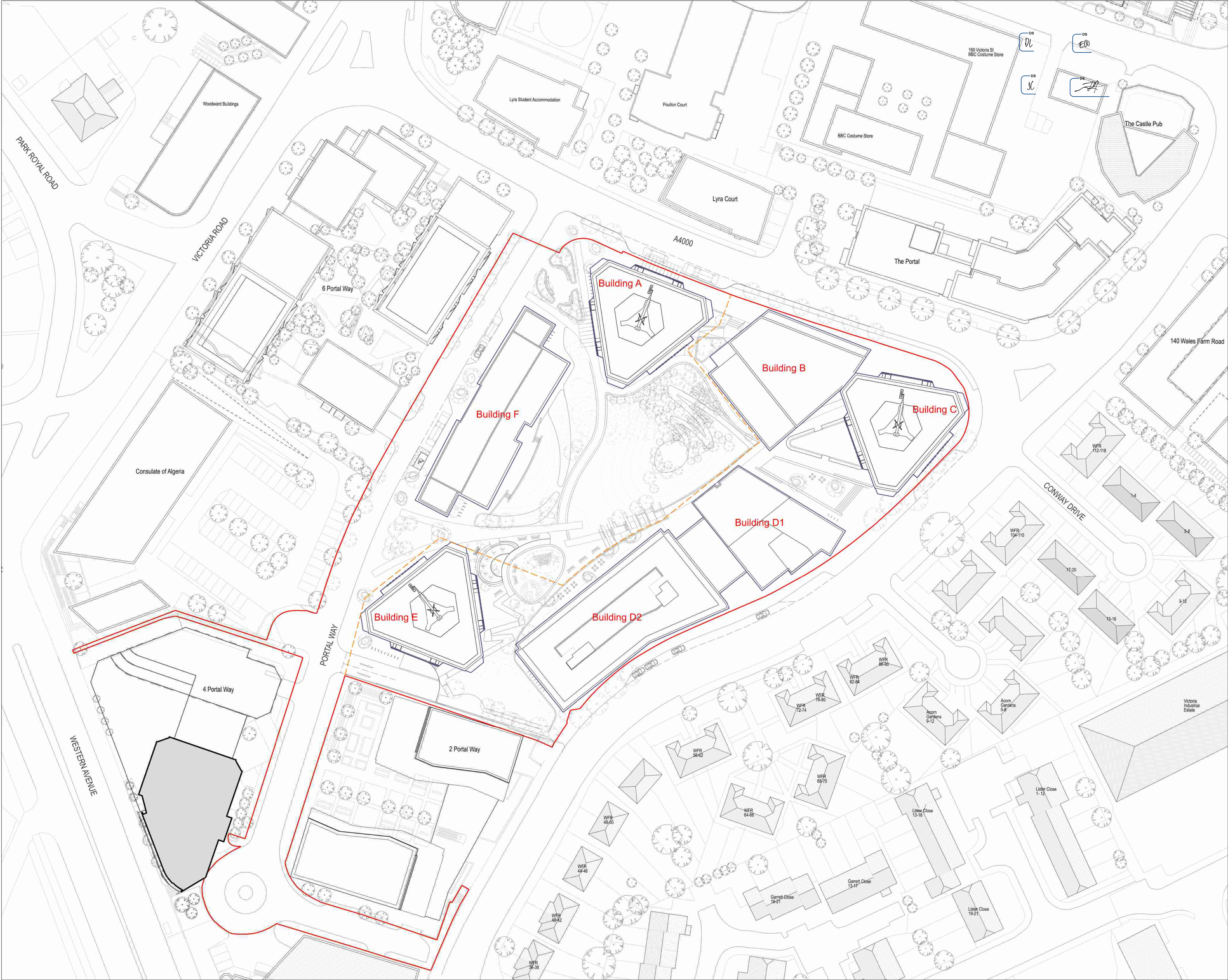
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Phasing Plan**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0002

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Proposed Buildings

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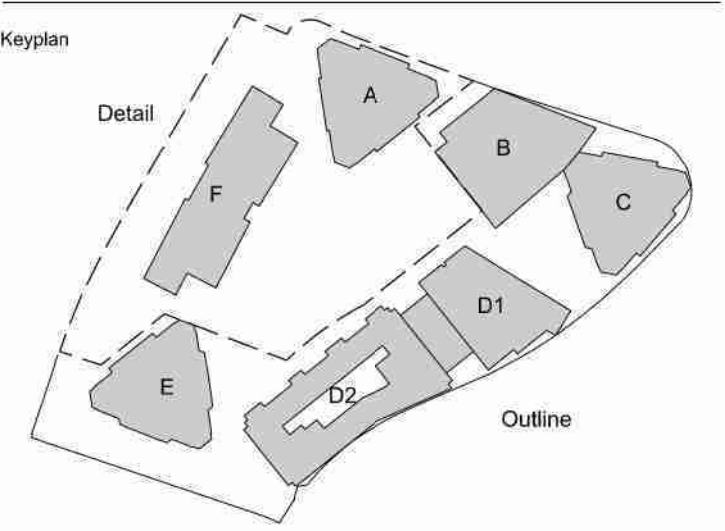
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Buildings Plan**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0003

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Green Infrastructure (not publicly accessible)
- Public Areas of Green Infrastructure

P0	26/02/2024	Section 106 Plans	SY
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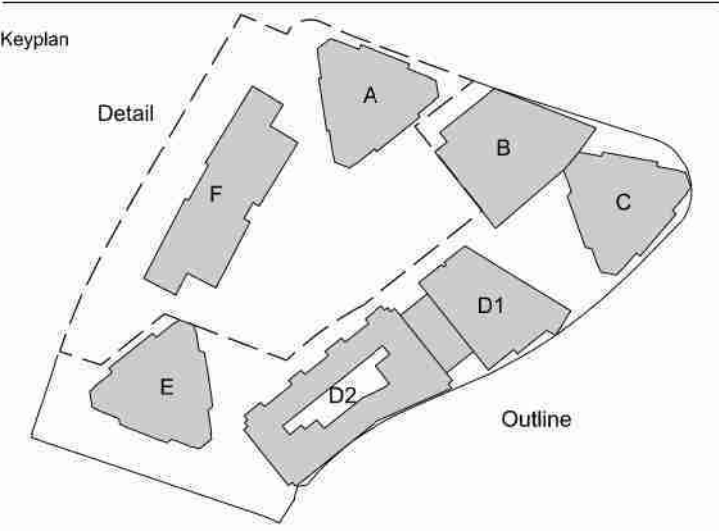
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Green Infrastructure**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0018

Scale	Sheet Size	Creation Date
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Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Publicly Accessible Open Space

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Rev	Date	Notes	Insp by

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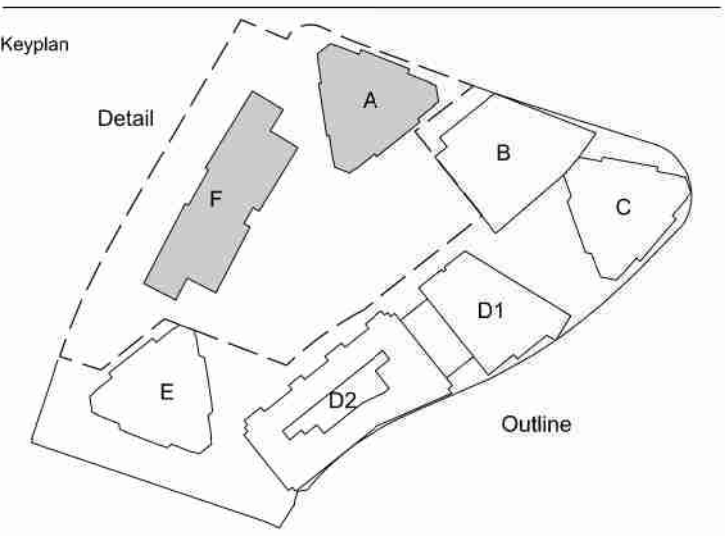
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Publicly Accessible Open Space**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0017

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Temporary Phase 1 car park & works on A4000 to alter an existing vehicular access
- Works on A4000 to create vehicular access to a layby and servicing area adjacent to Building A

P0	26/02/2024	Section 106 Plans	SY
Rev	Date	Notes	Insp by

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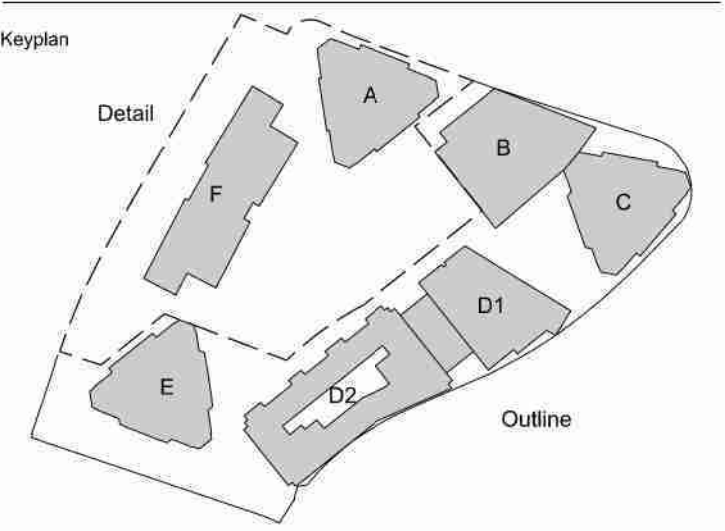
Stage
Planning Application

Drawing Title
**Proposed Detail Masterplan
in Existing Context
Upper Ground Floor Plan (L01)**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0006

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



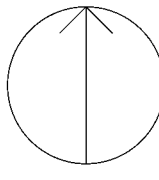
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Key / Notes

- Planning application boundary
- Portal Way

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Rev	Date	Notes	Insp by

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Project Name
1930 - One Portal Way - North Acton

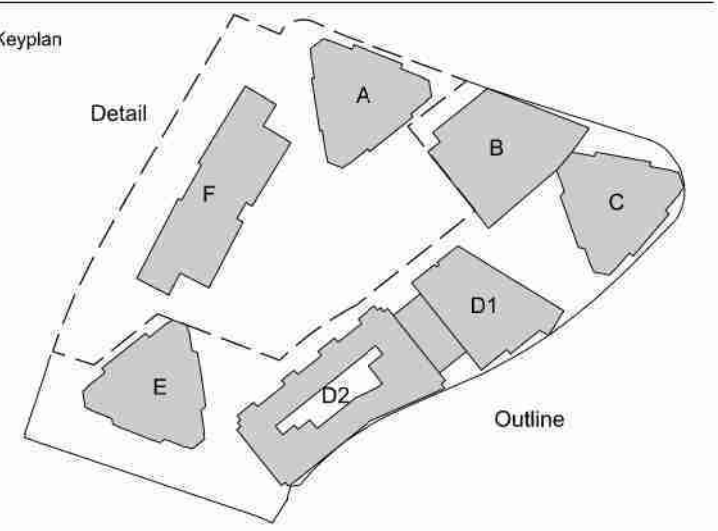
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Lower Ground Floor Plan - Portal Way**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0007

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Portal Way Works Phase 1 (at completion of Building F)
- Portal Way Works Phase 2 (at completion of Building E)
- Rest of Portal Way works

P0	26/02/2024	Section 106 Plans	SY
Rev	Date	Notes	Insp by

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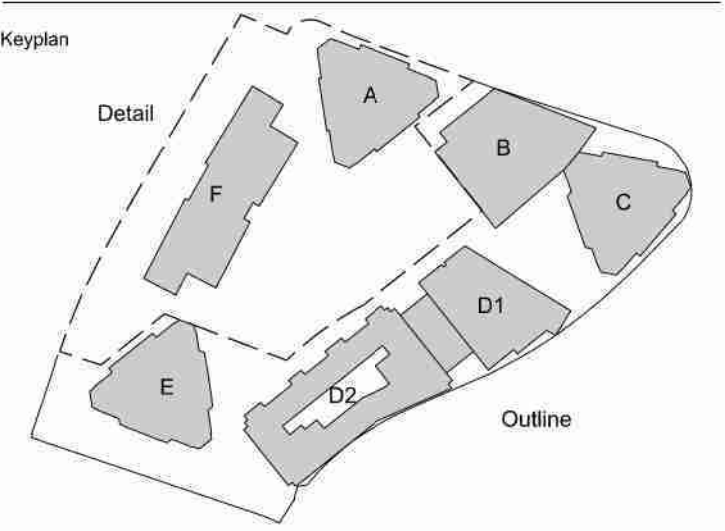
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Portal Way Works**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0019

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Highways Reinstatement

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Rev	Date	Notes	Insp by

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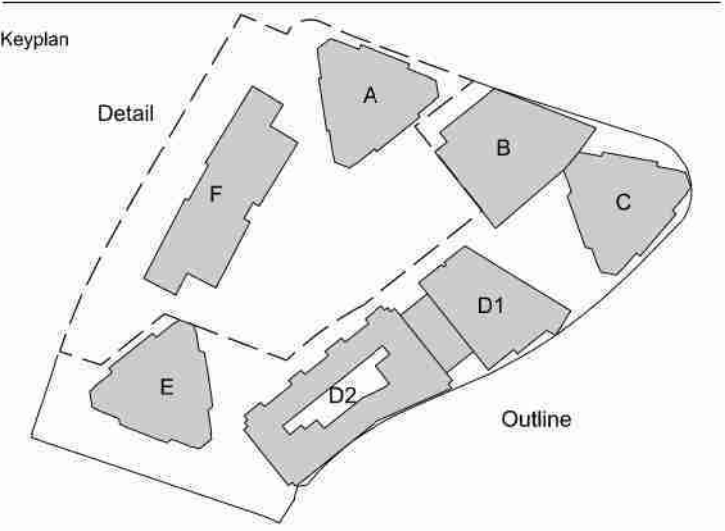
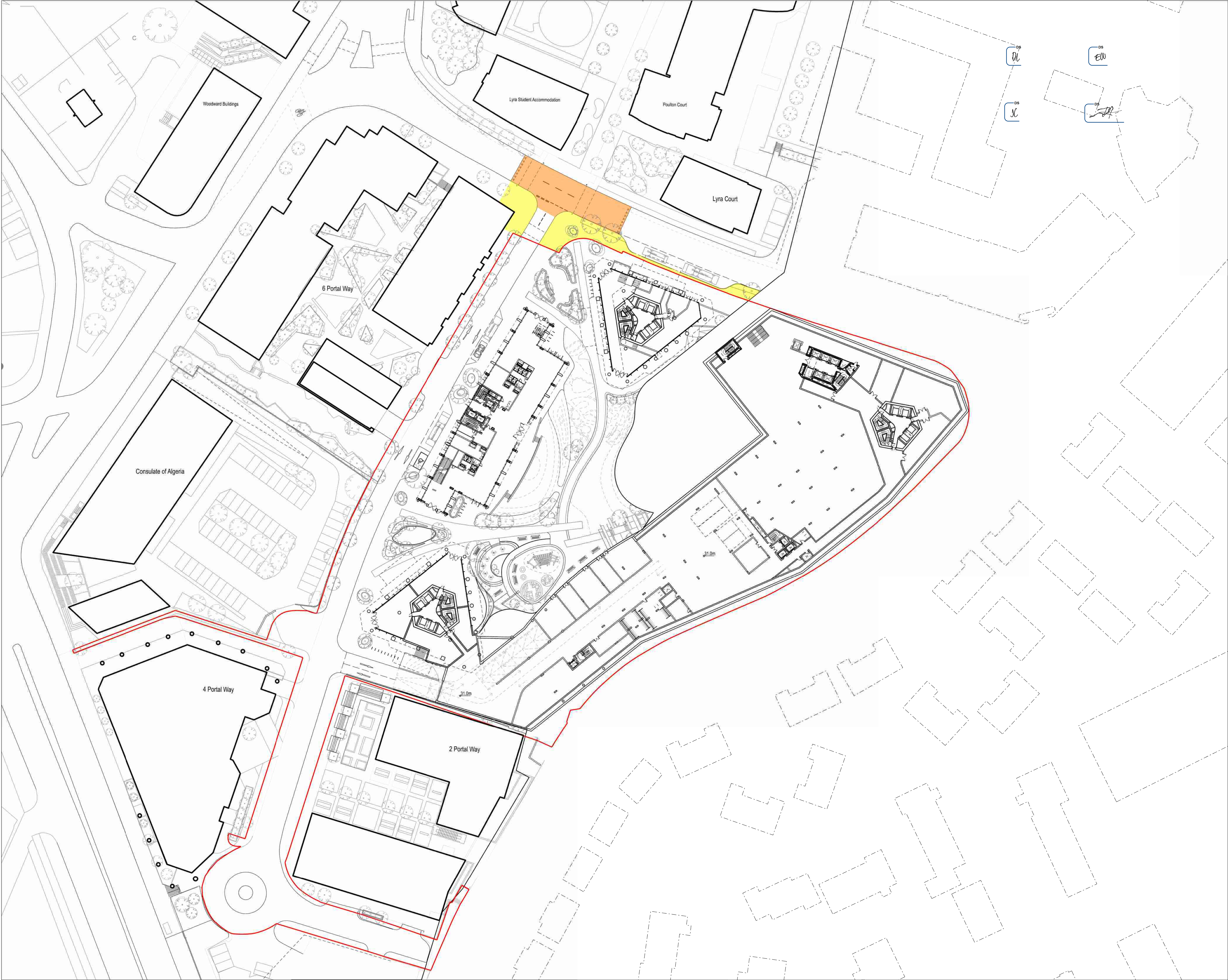
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Highways Reinstatement**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0021

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- A4000- Raised pedestrian crossing
- Pavements upgrades
(associated with Building A)

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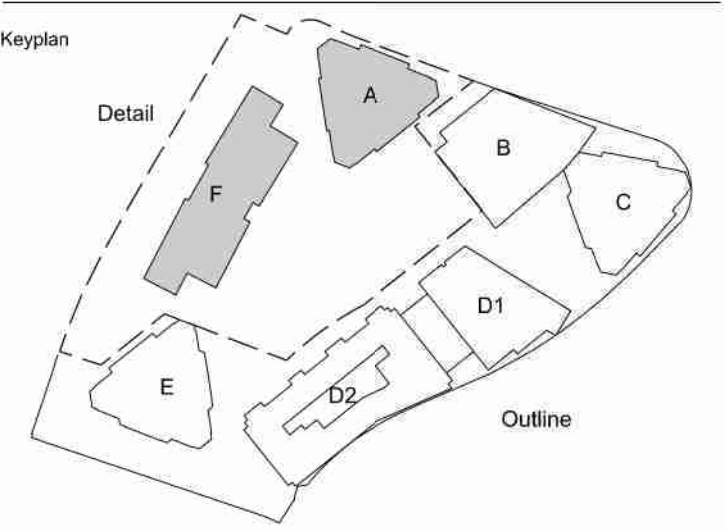
Stage
Planning Application

Drawing Title
**Illustrative Masterplan
in Cumulative Context -
Raised pedestrian crossing**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0010

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106



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Key / Notes

- Planning application boundary
- Detailed/outline boundary line
- Existing context
- Wind Assessment Area

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Client
Imperial College London

Project Name
1930 - One Portal Way - North Acton

Stage
Planning Application

Drawing Title
**Proposed Masterplan
in Existing Context Roof Plan
Wind Assessment Area**

Drawing Number
1930-PP-ZZ-XX-DR-A-106-0011

Scale	Sheet Size	Creation Date
1:500	A1	26/02/2024

Revision	Suitability
P0	Section 106

APPENDIX 2

Draft Planning Permission



DECISION NOTICE

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

Please see notes at the end of this notice

Applicant

Imperial College London
c/o Iceni Projects
Da Vinci House
44 Saffron Hill
London
EC1N 8FH

Agent

Ian Mayhead
Iceni Projects
Da Vinci House
44 Saffron Hill
London
EC1N 8FH

Part I - Particulars of Application

Date of Application: 18 November 2021

Application No: 21/0181/OUTOPDC

Proposal: Hybrid planning application (part full/part outline) for the demolition of all buildings and phased redevelopment to provide up to seven buildings.

Full planning permission is sought for a building comprising residential units (Class C3) flexible commercial/community/town centre uses (Classes E/F) and a building providing co-living units (Sui Generis) OR student accommodation units (Sui Generis), co-working space (Class E) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis), along with basement, associated cycle and car parking, creation of publicly accessible landscaped open space and associated highway works and public realm improvements.

Outline planning permission is sought for a building providing office floorspace (Class E) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis); a building providing residential units (Class C3) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis); a building providing a hotel (Class C1), OR office floorspace (Class E) and flexible commercial/community/town centre uses (Classes E/F/Sui Generis); a building providing residential units (Class C3), and flexible commercial/community/town centre uses (Class E/F/Sui Generis); a building providing residential units (Class C3) and flexible commercial/community/town centre uses (Class E/F/Sui Generis); below ground space providing back of house space (including plant, cycle and car parking)

ancillary to the residential development, flexible commercial / community / town centre uses, with back of house space (including plant, cycle and car parking) ancillary to the wider flexible commercial / community / town centre uses on the site, and associated publicly accessible landscaped open space, associated highway works and public realm improvements. The application is accompanied by an Environmental Statement.

Location: 1 Portal Way, Acton, London W3 6RS

Part II - Particulars of Decision

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

1. Time limit for commencement of detailed element – compliance

The development permitted in respect of the detailed element shall be begun before the expiration of five years from the date of this permission.

Reason: To comply with the provisions of Section 91 of the Town & Country Planning Act 1990 (as amended) and to allow for the implementation of the Development within a realistic and reasonable timeframe.

2. No development of outline planning permission until approval of reserved matters

No development of any part of the outline planning permission shall commence, including any works of demolition, until details of the appearance, layout, scale, the means of access and the landscaping (hereinafter called the 'reserved matters') of that part of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details.

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

3. Time limit for submission of first reserved matters - compliance

Application for approval of the first reserved matters in respect of the outline element shall be made to the Local Planning Authority before the expiration of two years from the commencement of development of the detailed element.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and to allow for the progressive implementation of the Development within a realistic and reasonable timetable.

4. Time limit for submission of all reserved matters - compliance

Application for approval of reserved matters in respect of the outline element shall be made to the Local Planning Authority no later than the expiration of seven years from the date of this permission.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and to allow for the progressive implementation of the Development within a realistic and reasonable timetable.

5. Time limit for commencement of outline element - compliance

The development permitted in respect of the outline element shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved or before the expiration of seven years from the date of this permission, whichever is later.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and to allow for the progressive implementation of the Development within a realistic and reasonable timetable.

6. Detailed planning permission - compliance

The development of the detailed element hereby permitted shall comprise two new buildings as follows:

- Building A – 56 storeys (+230m AOD) with 461 residential units (Use Class C3) and 75 sq.m GIA of flexible commercial use (Use Classes E/F);
- Building F – 19 storeys (+100.2m AOD) with 384 co-living OR purpose built student accommodation rooms (Sui Generis) and 637 sqm GIA of co-working office space (Use Class E) and 128 sqm GIA of flexible commercial/community/town centre uses (Use Classes E/F), and;

all the units of residential accommodation within Building F shall be implemented only as entirely co-living accommodation, or as entirely purpose built student accommodation.

Reason: For the avoidance of doubt and in the interest of proper planning, and to ensure appropriate building management arrangements for Building F in the interest of the amenities of future occupiers and in accordance with Policies D3, H7 and H10 of the Local Plan.

7. Development of detailed element in accordance with approved plans and documents – compliance

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

Design and Access Statement by Pilbrow & Partners dated April 2023

Design Code by Pilbrow & Partners dated April 2023

Internal Daylight and Overshadowing Assessment by Point 2 dated April 2023

Addendum Transport Assessment by Motion dated April 2023

Detailed Circular Economy Statement by WSP dated April 2023

Outline Construction Logistics Plan by Motion dated April 2023

Statement of Conformity to the 2021 Archaeological Desk-Based Assessment by MOLA dated March 2023

Outline Delivery and Servicing Management Plan by Motion dated April 2023

Energy Statement by WSP dated April 2023

Fire Statement Form by Semper dated April 2023

Letter Addendum to update the Baseline Ecological Information for 1 Portal Way by Assystem dated 14th March 2023

Planning Fire Statement by Semper dated April 2023

Building F Student Management Plan by Imperial College London dated April 2023

Sustainability Statement by WSP dated April 2023

Framework Travel Plan by Motion dated April 2023

Environmental Impact Assessment Statement of Conformity for Planning Amendment letter by Trium dated April 2023

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Environmental Statement by Trium dated October 2021 as amended by Environmental Statement Addendum by Trium dated July 2023

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Flood Risk Assessment by AKT II Ltd dated October 2021

Affordable Housing Statement by Quod dated October 2021

Archaeological Desk-Based Assessment by MOLA dated October 2021

Biodiversity Net Gain Assessment by Schofield Lothian dated October 2021

Build to Rent Management Plan by Common dated November 2021

Co-Living Management Plan by Common dated November 2021

Preliminary Ecological Appraisal by Schofield Lothian dated October 2021

Arboricultural Report by Tim Moya Associates dated October 2021

Phase 1 Contamination Assessment Report by RMA Environmental dated October 2021

Utility Statement by WSP dated October 2021

Statement of Community Involvement by London Communications Agency dated October 2021

Urban Greening Factor by Pilbrow and Partners and West8 dated October 2021

Health Impact Assessment by Quod dated October 2021

1930 - PP - ZZ - XX - DR - A - 00 – 0001 P1 - Site Location Plan

1930 - PP - ZZ - B1 - DR - A - 01 – 0099 P1 - Existing Basement Floor Plan within Existing Context

1930 - PP - ZZ - 01 - DR - A - 01 – 0101 P1- Existing Roof Plan within Existing Context

1930 - PP - ZZ - XX - DR - A - 01 – 0200 P0- Existing Site in Existing Context - North Elevation A4000

1930 - PP - ZZ - XX - DR - A - 01 – 0201 P0- Existing Site in Existing Context - East Elevation Wales Farm Road

1930 - PP - ZZ - XX - DR - A - 01 – 0202 P0-Existing Site in Existing Context - South Elevation Facing 2 Portal Way

1930 - PP - ZZ - XX - DR - A - 01 – 0203 P0-Existing Site in Existing Context - West Elevation Portal Way

1930 - PP - ZZ - XX - DR - A - 01 – 0204 P0-Existing Building Survey Elevations in Existing Context

1930 - PP - ZZ - 00 - DR - A - 02 – 0100 P2– Demolition Drawings - Existing Site Plan

1930 - PP - ZZ - XX - DR - A - 02 – 0200 P1- Demolition Drawings - Existing Elevations

1930 - PP - ZZ - XX - DR - A - 03 – 0001 P3 - Indicative Construction Phasing Plan

1930 - PP - Z1 - B2 - DR - A - 03 – 0098 P1 - Proposed Detail Masterplan in Existing Context - Basement Level B2 Floor Plan

1930 - PP - Z1 - B1 - DR - A - 03 – 0099 P1- Proposed Detail Masterplan in Existing Context - Basement Level B1 Floor Plan

1930 - PP - Z1 - 00 - DR - A - 03 – 0100 P3- Proposed Detail Masterplan in Existing Context - Lower Ground Floor Plan (L00)

1930 - PP - Z1 - 01 - DR - A - 03 – 0101 P3- Proposed Detail Masterplan in Existing Context - Upper Ground Floor Plan (L01)

1930 - PP - Z1 - 02 - DR - A - 03 – 0102 P3 - Proposed Detail Masterplan in Existing Context - Level 02-04 Floor Plan

1930 - PP - Z1 - 05 - DR - A - 03 – 0105 P2- Proposed Detail Masterplan in Existing Context - Level 05-17 Floor Plan

1930 - PP - Z1 - 18 - DR - A - 03 – 0118 P2- Proposed Detail Masterplan in Existing Context - Level 18 Floor Plan

1930 - PP - Z1 - 19 - DR - A - 03 – 0119 P2- Proposed Detail Masterplan in Existing Context - Level 19 Floor Plan

1930 - PP - Z1 - 20 - DR - A - 03 – 0120 P3- Proposed Detail Masterplan in Existing Context - Level 20-22 Floor Plan

1930 - PP - Z1 - 23 - DR - A - 03 – 0123 P3- Proposed Detail Masterplan in Existing Context - Level 23 Floor Plan

1930 - PP - Z1 - 23M - DR - A - 03 – 0123M P3- Proposed Detail Masterplan in Existing Context - Level 23 Mezzanine Floor Plan

1930 - PP - Z1 - 24 - DR - A - 03 – 0124 P3- Proposed Detail Masterplan in Existing Context - Level 24 Floor Plan

1930 - PP - Z1 - 25 - DR - A - 03 – 0125 P3- Proposed Detail Masterplan in Existing Context - Level 25-29 Floor Plan

1930 - PP - Z1 - 30 - DR - A - 03 – 0130 P3- Proposed Detail Masterplan in Existing Context - Level 30-41 Floor Plan

1930 - PP - Z1 - 42 - DR - A - 03 – 0142 P3- Proposed Detail Masterplan in Existing Context - Level 42-54 Floor Plan

1930 - PP - Z1 - 55 - DR - A - 03 – 0155 P3- Proposed Detail Masterplan in Existing Context - Level 55 Floor Plan

1930 - PP - Z1 - 56 - DR - A - 03 – 0156 P3- Proposed Detail Masterplan in Existing Context - Roof Plan

1930 - PP- - ZZ - B1 - DR - A - 03 – 0098 P1- Illustrative Masterplan in Cumulative Context - Basement Level B2 Floor Plan

1930 - PP- - ZZ - B1 - DR - A - 03 – 0099 P2- Illustrative Masterplan in Cumulative Context - Basement Level B1 Floor Plan

1930 - PP- - ZZ - 00 - DR - A - 03 – 0100 P3- Illustrative Masterplan in Cumulative Context - Lower Ground Floor Plan (L00)

1930 - PP- - ZZ - 01 - DR - A - 03 – 0101 P3- Illustrative Masterplan in Cumulative Context - Upper Ground Floor Plan (L01)

1930 - PP- - ZZ - 03 - DR - A - 03 – 0103 P3- Illustrative Masterplan in Cumulative Context - Typical Lower Floor Plan

1930 - PP- - ZZ - 20 - DR - A - 03 – 0120 P3- Illustrative Masterplan in Cumulative Context - Typical Upper Floor Plan

1930 - PP- - ZZ - 56 - DR - A - 03 – 0156 P3- Illustrative Masterplan in Cumulative Context - Roof Plan

1930 - PP- - Z1- - B2 - DR - A - 10 – 0098 P1 – Proposed Detail Phase in Existing Context - Basement Level B2 Floor Plan

1930 - PP- - Z1- - B1 - DR - A - 10 – 0099 P1-Proposed Detail Phase in Existing Context - Basement Level B1 Floor Plan

1930 - PP- - Z1- - 00 - DR - A - 10 – 0100 P3-Proposed Detail Phase in Existing Context - Lower Ground Floor Pan (L00)

1930 - PP- - Z1- - 01 - DR - A - 10 – 0101 P3-Proposed Detail Phase in Existing Context - Upper Ground Floor Plan (L01)

1930 - PP- - Z1- - 02 - DR - A - 10 – 0102 P3-Proposed Detail Phase in Existing Context - Level 02-04 Floor Plan

1930 - PP- - Z1- - 05 - DR - A - 10 – 0105 P2-Proposed Detail Phase in Existing Context - Level 05-17 Floor Plan

1930 - PP- - Z1- - 18 - DR - A - 10 – 0118 P2-Proposed Detail Phase in Existing Context - Level 18 Floor Plan

1930 - PP- - Z1 - 19 - DR - A - 10 – 0119 P2-Proposed Detail Phase in Existing Context - Level 19 Floor Plan

1930 - PP- - Z1 - 20 - DR - A - 10 – 0120 P3-Proposed Detail Phase in Existing Context - Level 20-22 Floor Plan

1930 - PP- - Z1 - 23 - DR - A - 10 – 0123 P2-Proposed Detail Phase in Existing Context - Level 23 Floor Plan

1930 - PP- - Z1 - 23M - DR - A - 10 – 0123M P2 -Proposed Detail Phase in Existing Context - Level 23 Mezzanine Floor Plan

1930 - PP- - Z1 - 24 - DR - A - 10 – 0124 P2-Proposed Detail Phase in Existing Context - Level 24 Floor Plan

1930 - PP- - Z1 - 25 - DR - A - 10 – 0125 P3-Proposed Detail Phase in Existing Context - Level 25-29 Floor Plan

1930 - PP- - Z1- - 30 - DR - A - 10 – 0130 P3-Proposed Detail Phase in Existing Context - Level 30-41 Floor Plan

1930 - PP- - Z1- - 42 - DR - A - 10 – 0142 P3-Proposed Detail Phase in Existing Context - Level 42-54 Floor Plan

1930 - PP- - Z1- - 55 - DR - A - 10 – 0155 P3-Proposed Detail Phase in Existing Context - Level 55 Floor Plan

1930 - PP- - Z1- - 56 - DR - A - 10 – 0156 P2-Proposed Detail Phase in Existing Context - Roof Plan

1930 - PP- - Z1 - XX - DR - A - 11 – 0200 P4- Proposed Detail Masterplan in Existing Context - North Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0201 P3-Proposed Detail Masterplan in Existing Context - East Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0202 P2-Proposed Detail Masterplan in Existing Context - South Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0203 P4-Proposed Detail Masterplan in Existing Context - West Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0204 P4-Proposed Detail Phase in Existing Context - North Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0205 P3-Proposed Detail Phase in Existing Context - East Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0206 P2-Proposed Detail Phase in Existing Context - South Elevation

1930 - PP- - Z1 - XX - DR - A - 11 – 0207 P4-Proposed Detail Phase in Existing Context - West Elevation

1930 - PP- - ZZ - XX - DR - A - 11 – 0200 P4-Illustrative Masterplan in Cumulative Context - North Elevation

1930 - PP- - ZZ - XX - DR - A - 11 – 0201 P2-Illustrative Masterplan in Cumulative Context - East Elevation

1930 - PP- - ZZ - XX - DR - A - 11 – 0202 P2-Illustrative Masterplan in Cumulative Context - South Elevation

1930 - PP- - ZZ - XX - DR - A - 11 – 0203 P4-Illustrative Masterplan in Cumulative Context - West Elevation

1930 - PP- - Z1 - XX - DR - A - 12 – 0300 P2-Proposed Detail Phase Section in Existing Context - Building A Looking West

1930 - PP- - Z1 - XX - DR - A - 12 – 0301 P4-Proposed Detail Phase Section in Existing Context - Building F Looking East

1930 - PP- - ZZ - XX - DR - A - 12 – 0300 P2- Illustrative Masterplan in Cumulative Context - Section AA - NW-SE Looking North East

1930 - PP- - ZZ - XX - DR - A - 12 – 0301 P2-Illustrative Masterplan in Cumulative Context - Section BB - North-South looking West

1930 - PP- - 1A - XX - DR - A - 15 – 0100 P3-Building A - Typical Studio Apartments

1930 - PP- - 1A - XX - DR - A - 15 – 0101 P3-Building A- Typical 1Bed Apartments

1930 - PP- - 1A - XX - DR - A - 15 – 0102 P3-Building A- Typical 2Bed Apartments

1930 - PP- - 1A - XX - DR - A - 15 – 0103 P3-Building A- Typical 3Bed Apartments

1930 - PP- - 1A - XX - DR - A - 15 – 0104 P3-Building A- Typical 1Bed Apartments

1930 - PP- - 1A - XX - DR - A - 15 – 0105 P3-Building A- Typical 3Bed Apartments

1930 - PP- - 1F - XX - DR - A - 15 – 0100 P0-Building F - Typical Studio Units (1/2)

1930 - PP- - 1F - XX - DR - A - 15 – 0101 P0- Building F - Typical Studio Units (2/2)

1930 - PP- - 1A - XX - DR - A - 21 – 0001 P2-Building A - Façade Detail Typical West/East

1930 - PP- - 1A - XX - DR - A - 21 – 0002 P2-Building A - Façade Detail Typical North

1930 - PP- - 1A - XX - DR - A - 21 - 0003 P2-Building A - Façade Detail Typical Upper West/East

1930 - PP- - 1A - XX - DR - A - 21 – 0004 P4-Building A - Façade Detail Base North

1930 - PP- - 1A - XX - DR - A - 21 – 0005 P4-Building A - Façade Detail Base West

1930 - PP- - 1A - XX - DR - A - 21 – 0006 P2-Building A - Façade Detail Base East

1930 - PP- - 1A - XX - DR - A - 21 – 0007 P2-Building A - Façade Detail Amenity North

1930 - PP- - 1A - XX - DR - A - 21 – 0008 P2-Building A - Façade Detail Amenity West

1930 - PP- - 1A - XX - DR - A - 21 – 0009 P2-Building A - Façade Detail Amenity East

1930 - PP- - 1A - XX - DR - A - 21 – 0010 P2-Building A - Façade Detail Typical Top

1930 - PP- - 1A - XX - DR - A - 21 – 0011 P4-Building A - Façade Entrance Detail

1930 - PP- - 1A - XX - DR - A - 21 – 0001 P1-Building F - Façade Detail Base East

1930 - PP- - 1A - XX - DR - A - 21 – 0002 P0-Building F - Façade Detail Typical East

1930 - PP- - 1A - XX - DR - A - 21 – 0003 P0-Building F - Façade Detail Top East

1930 - PP- - 1A - XX - DR - A - 21 – 0004 P0-Building F - Façade Detail Base and Top North South

1930 - PP- - 1A - XX - DR - A - 21 – 0002 P0-Building F - Façade Detail Base West

1930 - PP- - 1A - XX - DR - A - 21 – 0002 P0-Building F - Façade Detail Top West

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

8. Development of outline element in accordance with approved plans and Reserved Matters applications details required to be submitted - compliance

The development of the outline element hereby permitted shall be carried out in accordance with the approved documents listed below and all reserved matters applications in respect of the outline planning permission shall comply with the approved parameter plans listed below; and each application for approval of reserved matters shall be accompanied by the following documents:

- A statement (including accompanying design material) to demonstrate compliance with the parameter plans;
- a statement to demonstrate compliance with the building design and landscaping principles and specifications set out within the Pilbrow and Partners - 1 Portal Way - Design Code, April 2023;
- a statement demonstrating how the detailed landscape design will secure the stated bio-diversity net gain score and the Urban Greening Factor score
- a report that outlines that the environmental information already submitted to the LPA is adequate to assess the environmental effects of the application and inform decision making; or,
- further information, in accordance with regulation 25 of the 2017 EIA Regulations, to assess the environmental effects of the application and inform decision making;
- a Fire Strategy produced by a suitably qualified fire safety engineer confirming compliance with Part B of Schedule 1 to the Building Regulations 2010 (as amended)
- a Waste and Recycling Management Plan plan to show sufficient capacity for the waste and recycling generated during the operational phase of the development, and details of how servicing vehicles will safely access the site
- Cycle Storage details including the quantum of spaces, layout, details of compliance with the London Cycle Design Standards and
- Car parking details including quantum and layout of spaces, details of electric vehicle charging points and demonstrating compliance with the parameter plans
- Details of the proposed external lighting
- Details of any temporary arrangements required for building services and facilities during the construction period

List of approved documents:

Design and Access Statement by Pilbrow & Partners dated April 2023

Design Code by Pilbrow & Partners dated April 2023

Internal Daylight and Overshadowing Assessment by Point 2 dated April 2023

Addendum Transport Assessment by Motion dated April 2023

Detailed Circular Economy Statement by WSP dated April 2023

Outline Construction Logistics Plan by Motion dated April 2023

Statement of Conformity to the 2021 Archaeological Desk-Based Assessment by MOLA dated March 2023

Outline Delivery and Servicing Management Plan by Motion dated April 2023

Energy Statement by WSP dated April 2023

Fire Statement Form by Semper dated April 2023

Letter Addendum to update the Baseline Ecological Information for 1 Portal Way by Assystem dated 14th March 2023

Planning Fire Statement by Semper dated April 2023

Building F Student Management Plan by Imperial College London dated April 2023

Sustainability Statement by WSP dated April 2023

Framework Travel Plan by Motion dated April 2023

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Utility Statement by WSP dated October 2021

Statement of Community Involvement by London Communications Agency dated October 2021

Urban Greening Factor by Pilbrow and Partners and West8 dated October 2021

Health Impact Assessment by Quod dated October 2021

List of approved parameter plans:

1930 - PP - ZZ - XX - DR - A - 00 – 0001 P1 - Site Location Plan

1930 - PP - ZZ - B1 - DR - A - 01 – 0099 P1 - Existing Basement Floor Plan within Existing Context

1930 - PP - ZZ - 01 - DR - A - 01 – 0101 P1- Existing Roof Plan within Existing Context

1930 - PP - ZZ - XX - DR - A - 01 – 0200 P0- Existing Site in Existing Context - North Elevation A4000

1930 - PP - ZZ - XX - DR - A - 01 – 0201 P0- Existing Site in Existing Context - East Elevation Wales Farm Road

1930 - PP - ZZ - XX - DR - A - 01 – 0202 P0-Existing Site in Existing Context - South Elevation Facing 2 Portal Way

1930 - PP - ZZ - XX - DR - A - 01 – 0203 P0-Existing Site in Existing Context - West Elevation Portal Way

1930 - PP - ZZ - XX - DR - A - 01 – 0204 P0-Existing Building Survey Elevations in Existing Context

1930 - PP - ZZ - 00 - DR - A - 02 – 0100 P2– Demolition Drawings - Existing Site Plan

1930 - PP - ZZ - XX - DR - A - 02 – 0200 P1- Demolition Drawings - Existing Elevations

1930 - PP - ZZ - XX - DR - A - 03 – 0001 P3 - Indicative Construction Phasing Plan

1930 - PP- - ZZ - XX - DR - A - 09 – 0001 P2-Parameter Plan - Development Plots Roof Level

1930 - PP- - ZZ - XX - DR - A - 09 – 0002 P1- Parameter Plan - Horizontal Plot Limits Basement Level B1

1930 - PP- - ZZ - XX - DR - A - 09 – 0003 P2-Parameter Plan - Horizontal Plot Limits Lower Ground Floor Plan (L00)

1930 - PP- - ZZ - XX - DR - A - 09 – 0004 P2 -Parameter Plan - Horizontal Plot Limits Upper Ground Floor Plan (L01)

1930 - PP- - ZZ - XX - DR - A - 09 – 0005 P2-Parameter Plan - Horizontal Plot Limits Roof Level

1930 - PP- - ZZ - XX - DR - A - 09 – 0006 P1-Parameter Plan - Basement Maximum Excavation

1930 - PP- - ZZ - XX - DR - A - 09 – 0007 P2-Parameter Plan - Vertical Plot Limits

1930 - PP- - ZZ - XX - DR - A - 09 – 0008 P1-Parameter Plan - Land Use Basement Level B1

1930 - PP- - ZZ - XX - DR - A - 09 – 0009 P2-Parameter Plan - Land Use Lower Ground Floor Plan (L00)

1930 - PP- - ZZ - XX - DR - A - 09 – 0010 P2-Parameter Plan - Land Use Upper Ground Floor Plan (L01)

1930 - PP- - ZZ - XX - DR - A - 09 – 0011 P2-Parameter Plan - Land Use Level 02 and Above

1930 - PP- - ZZ - XX - DR - A - 09 – 0012 P2- Parameter Plan - Public Realm

1930 - PP- - ZZ - XX - DR - A - 09 – 0013 P2– Parameter Plan - Access and Circulation

Reason: In order to ensure that the development of the outline element of the site complies with the approved parameter plans, to secure implementation of development that is in accordance with the quality of design proposed within the application, to secure the residential and commercial building services, to secure an appropriate standard of fire safety and in order to ensure that the details of the development are within the parameters assessed in the Environmental Statement.

9. Compliance with the EIA mitigation measures – compliance

The development shall be carried out in accordance with the mitigation measures set out in the Environmental Statement and whenever the local planning authority is requested to approve a variation to those mitigation measures or a non-material or minor amendment as provided by planning procedures, it shall only do so if it is satisfied that the proposed variation or amendment would not have any significant environmental effects which have not been assessed in the Environmental Statement or update to such document (as required).

Reason: To ensure that the details of the development are within the parameters assessed in the Environmental Statement and that the development is carried out in accordance with the mitigation measures set out in the Environmental Statement in order to minimise the environmental effects of the development and to comply with The Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended).

10. Site wide quantum of development – compliance

At its completion the development hereby permitted will include a maximum quantum of residential accommodation and non-residential floor space of:

- 1,325 residential units (Use Class C3);
- 384 co-living or purpose built student accommodation rooms (Sui Generis);
- 36,704 sqm GIA flexible commercial/community/town centre uses (Use Classes E/F)/ launderette (Sui Generis)/ public house (Sui Generis)/ music venue (Sui Generis)/ hot food takeaway (Sui Generis) in the event that Building D1 is implemented as an office;
- or, 24,828 sqm GIA flexible commercial/community/town centre uses (Use Classes E/F)/ launderette (Sui Generis)/ public house (Sui Generis)/ music venue (Sui Generis)/ hot food takeaway (Sui Generis) and 11,876 sqm GIA hotel (with up to 260 bedrooms) (Use Class C1) in the event that Building D1 is implemented as a hotel;
- 3,890 sqm GIA shared back of house commercial floor space within the basement
- 6,766 sqm GIA back of house space (including plant, cycle and car parking) ancillary to the residential development

Reason: To ensure that the details of the development are within the parameters assessed within the application and within the Environmental Statement.

11. Outline element – restriction of permitted uses (Building B and D1) – compliance

Notwithstanding the provisions of The Town and Country Planning (Use Classes) Order 1987 (as amended) Building B within the outline element shall be used only as an office with up to 19,691sqm of office floor space within Use Classes E(g)(i) or E(g)(ii), and up to 174 sq.m of flexible commercial/community/town centre uses (within Use Classes E/F) and shall not be used for any other purpose.

Notwithstanding the provisions of The Town and Country Planning (Use Classes) Order 1987 (as amended) Building D1 within the outline element shall be implemented only as an office with up to 11,876 sqm office floor space within Use Classes E(g)(i) or E(g)(ii), or as a hotel within Use Class C1 with up to 260 rooms and up to 11,807 sqm of floor space, and up to a further 174 sq.m of flexible commercial/community/town centre uses (within Use Classes E/F) if implemented as a hotel, and shall not be used for any other purpose.

Reason: The impact of alternative uses of Buildings D1 and B that fall within Use Classes E or F has not been assessed within the application, and the predicted employment generated by office, and office or hotel use, has been quantified within the submitted Environmental Statement and has been given weight in the assessment of the application.

12. Restriction of hot food takeaway use – compliance

No unit with a floor area exceeding 75 sqm shall be utilised as a hot food takeaway, and no unit shall be utilised as a hot food takeaway where this would result in more than two hot food

takeaways within the application site boundary, or a hot food takeaway that is not separated from any other hot food takeaway within the site by at least 2 other uses at ground or lower ground level.

Reason: To prevent an over concentration of such use and potential negative impact on the vitality and range of daytime uses, and to maintain the potential for the site to provide a variety of commercial uses that contribute to local services and facilities in accordance with Policy TCC2 of the OPDC Local Plan.

13. Land remediation – prior to commencement

i) No phase or sub-phase of the development hereby permitted shall be commenced until there has been submitted to and approved in writing by the local planning authority for that phase:

- a. a site investigation report documenting the ground conditions of the site and incorporating chemical and gas analysis identified as appropriate by the desk top study in accordance with BS10175:2011 (+A1:2013); 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. The scheme shall include details of a ground gas assessment and following this an appropriate foundation works risk assessment including a Piling Method Statement. Such scheme shall also 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 relevant phase 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 for the relevant phase 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 in order ensure any potential contamination is addressed prior to construction activities at the site.

14. 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) for the relevant sub-phase, phase or phases to be commenced, 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 ensure the scheme is air quality positive and to protect the amenity of local residents in accordance with London Plan (2021) policies T3, T4, SI 1, and OPDC Local Plan (2022) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'. The details are required prior to commencement because demolition works must be addressed in the CEMP.

15. Construction Logistics Plan (CLP) - prior to commencement

No development shall commence, including any works of demolition, until a detailed Construction Logistics Plan (CLP) for the relevant sub-phase, phase, or phases to be commenced, 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 (where appropriate):

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

The development, including any 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 policy T7 and OPDC Local Plan policy T8. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

16. Circular Economy – prior to commencement of detailed element

Prior to commencement of the development within the detailed element, (except for removal of Cotoneaster and site investigations work) an updated Circular Economy Statement for the detailed element including a pre-demolition audit and a Site Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

An update to the report shall be submitted to the Local Planning Authority and the GLA upon practical completion of the development. The update shall provide a review of the completed development and its commitments to the principles of the circular and sharing economy as set out in the London Plan and OPDC Local Plan.

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'. The details are required prior to demolition taking place in order that demolition impacts can be assessed. The details are required prior to demolition taking place in order that demolition impacts can be assessed.

17. Circular Economy – prior to commencement of outline element

Prior to commencement of the development within the outline element , (except for site investigations work) an updated Circular Economy Statement for the outline phase including a pre-demolition audit and a Site Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

An update to the report shall be submitted to the Local Planning Authority and the GLA upon practical completion of the development. The update shall provide a review of the completed development and its commitments to the principles of the circular and sharing economy as set out in the London Plan and OPDC Local Plan.

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'. The details are required prior to demolition taking place in order that demolition impacts can be assessed.

18. Piling Method Statement (Thames Water) – prior to commencement of any piling

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

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

19. Removal of invasive species – prior to commencement

Prior to the commencement of the development of the relevant phase(s) details shall be submitted to and approved in writing by the Local Planning Authority of a scheme to remove the invasive species identified within the ecological appraisal, Cotoneaster, to be carried out by an invasive plant specialist, and the Cotoneaster shall then be removed or treated in accordance with the approved details.

Reason: In order to prevent further spread of the vegetation and ensure an appropriate quality of landscaping within the completed development and in accordance with Policy EU2 of the OPDC Local Plan. The details are required prior to commencement in order to prevent further spread of the invasive vegetation.

20. External equipment details – prior to above ground works

Prior to the casting of the 1st floor slab of any approved building, details of any external equipment to be installed on that building including window cleaning equipment and mechanical plant shall be submitted to and approved in writing by the local planning authority. The equipment shall only be installed in accordance with the approved details.

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

21. Detailed drawings and samples (detailed element) - prior to above ground works

Prior to the commencement of above ground works within the detailed element the applicant shall submit to the Local Planning Authority for approval details of the proposed scope of a full size materials sample mock up panel, or mock up panels, that shall include samples of all proposed external materials (and in addition blinds to residential accommodation) to be utilised within the development. The applicant shall then construct (a) full size mock up panel(s) on site, detailed in accordance with the agreed scope which shall be made available for inspection by the Local Planning Authority, and shall also submit;

detailed drawings comprising elevations, sections, and 3D axonometrics where appropriate, of the following parts of the development at 1:5, 1:20 or 1:50 as appropriate for approval in writing by the local planning authority:

- a) A Bay studies of the materials, cladding and glazing,
- b) Cladding panels including details of texture, profile, and perforations,
- c) Joints between panels, framing elements, and vents
- d) Residential entrances and doors, including plant room and sub-stations (with canopy details where relevant);
- e) Balconies (including soffits and balustrades and including details of the width of any gaps in the balustrade material);
- f) Commercial entrances, shopfronts and windows/glazing to the commercial uses (with canopy details where relevant), including design intent for signage;
- f) Typical window openings including surrounds;
- g) The parapets and roof edges at the top of the buildings;
- h) Any roof level structures including flues and lift overruns;
- i) the communal roof terrace within Building F including details of the amenities provided
- j) the Level 22 and 23 amenity floors of Building A and details of the amenities provided

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

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

22. Hard and soft landscaping detailed element – prior to above ground works

No above ground works within the detailed element, or within a sub-phase of the detailed element, shall commence until a hard and soft landscaping scheme for the detailed element as a whole, or for the relevant sub-phase, including all private, public and communal amenity spaces has been submitted to and approved in writing by the Local Planning Authority. The scheme shall have regard to the details submitted with the application and shall demonstrate compliance with the Design Code, and shall include details of:

- (i) all surface materials and hard landscaping;
- (ii) play provision, to include the design, layout and play equipment for the dedicated play area, details of play features to be provided within the 'playable space', and details of play provision relevant to each age group;
- (iii) external lighting, and CCTV if applicable;
- (iv) street furniture;
- (v) a planting schedule showing the number, size, species and location of trees and shrubs;

- (vi) biodiversity enhancements;
- (vii) existing and proposed site levels;
- (viii) a programme for the planting of soft-landscaping;
- (ix) a maintenance and management plan and schedule;
- (x) the location and design of short stay cycle parking facilities

The scheme for the detailed element as a whole, or the relevant sub-phase as applicable, shall include details of the proposed hard and soft landscaping associated with the public realm enhancements (as illustrated on drawing no. 1930-PP-21-01-DR-A-10-0101) of the northern end of Portal Way, and these details shall be designed to accord with the design principles and materials of OPDC's scheme of public realm enhancement for North Acton.

The scheme for the detailed element as a whole, or the relevant sub-phase as applicable, shall include provision of a two vehicle servicing bay, an accessible car parking bay, and a car club parking bay on Portal Way as shown on drawing no. 1930-PP-21-01-DR-A-10-0101.

The detailed element of the development, or the relevant sub-phase of the detailed element where details are submitted on a phased basis, shall not be occupied until the hard and soft landscaping scheme for the detailed element as a whole or the relevant sub-phase as applicable has been implemented in full accordance with the approved scheme (unless an alternative timeframe for implementation has been agreed by the Local Planning Authority) and the completed landscaping scheme and the approved servicing and car parking bays within Portal Way shall thereafter be permanently retained, with the exception of any temporary landscaping conditions associated with the development of the outline element of the permission that have been approved pursuant to the phasing clauses of the Section 106 agreement. The approved landscaping scheme shall be managed and maintained in accordance with the approved maintenance and management plan. Any plants or trees which, within a period of five years from the date they are first planted, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species.

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

23. BREEAM review report – prior to above ground works

No above ground works in respect of any building hereby permitted shall commence until a BREEAM review report for the non-residential floor space within that building with a target of achieving an "Excellent" rating has been submitted to and approved in writing by the Local Planning Authority. Following this, within three months of the date of first occupation of the building, a BREEAM Certificate confirming the non-residential floor space has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) policy SI 2 'Minimising Greenhouse Gas Emissions' and OPDC Local Plan (2022) policy EU8 'Sustainable Materials' and policy EU9 'Minimising Carbon Emissions and Overheating'

24. Oil interceptor details – prior to above ground works

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

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

25. Secured by Design – prior to above ground works

Prior to the commencement of above ground works within any phase, details of the 'Secured by Design' measures for that phase, which shall demonstrate how the Development incorporates the principles and practices of Secured by Design, and details of access control measures to enable dynamic lockdown to protect all users in the event of an attack shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details 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.

26. Wind mitigation details (detailed element) – prior to above ground works

Details of wind mitigation measures in respect of the public open space within the detailed element shall be submitted and approved in writing by the Local Planning Authority prior to any above ground work within the detailed element. The mitigation measure shall seek to secure those of the following landscape features that are located within the detailed element in accordance with the proposed mitigation set out within the Environmental Statement, and any deviation must be justified. (The measurement locations referred to are set out within the Environmental Statement.)

- Addition of four 7m high evergreen trees at the setback area at the south-east corner of Building Plot F
- Inclusion of two 2m high, 1.5m wide 50% porous screens at the south-west corner of Building Plot D2 (west of measurement locations 11 and 12);
- Inclusion of three 7m high deciduous trees along Wales Farm Road between Building Plot C and Building Plot D1 (south of measurement location 111);
- 6m high 50% porous pergola structure between Building Plot E and Building Plot F; Addition of 2m high, 1.5m wide and 50% porous screen at the north-west corner of Building Plot E (west of measurement location 35);
- Addition of 2m high, 1.5m wide and 50% porous screen to the north-east of the pergola structure (west of measurement location 186);
- Inclusion of 2m high, 2m wide 50% porous screen west of measurement location 134; Inclusion of two 7m high deciduous trees at the north-east corner of Building Plot E (east of measurement location 35 and south-west of measurement location 156);
- Inclusion of one 7m high deciduous tree at the south-east corner of Building Plot F (east of measurement location 135);

The development of the detailed element shall thereafter be carried out in accordance with the approved details which shall thereafter be maintained.

Reason: In order to ensure an appropriate standard of amenity for future occupiers and visitors in accordance with Policy D5 of the Local Plan.

27. Wind mitigation details (outline element) – prior to above ground works

Details of wind mitigation measures in respect of the public open space within the outline phase shall be submitted and approved in writing by the Local Planning Authority prior to any above ground work within the detailed element. The mitigation measures shall seek to secure those of the following landscape features that are located within the outline element in accordance with the proposed mitigation set out within the Environmental Statement, and any deviation must be justified. (The measurement location referred to are set out within the Environmental Statement.

- Addition of four 7m high evergreen trees at the setback area at the south-east corner of Building Plot F
- Inclusion of two 2m high, 1.5m wide 50% porous screens at the south-west corner of Building Plot D2 (west of measurement locations 11 and 12);
- Inclusion of three 7m high deciduous trees along Wales Farm Road between Building Plot C and Building Plot D1 (south of measurement location 111);
- 6m high 50% porous pergola structure between Building Plot E and Building Plot F; None Addition of 2m high, 1.5m wide and 50% porous screen at the north-west corner of Building Plot E (west of measurement location 35);
- Addition of 2m high, 1.5m wide and 50% porous screen to the north-east of the pergola structure (west of measurement location 186);
- Inclusion of 2m high, 2m wide 50% porous screen west of measurement location 134; Inclusion of two 7m high deciduous trees at the north-east corner of Building Plot E (east of measurement location 35 and south-west of measurement location 156);
- Inclusion of one 7m high deciduous tree at the south-east corner of Building Plot F (east of measurement location 135);

The development of the outline element shall thereafter be carried out in accordance with the approved details which shall thereafter be maintained.

Reason: In order to ensure an appropriate standard of amenity for future occupiers and visitors in accordance with Policy D5 of the OPDC Local Plan.

28. Overheating Analysis –prior to above ground works

No above ground works associated with the construction of a building within the approved development shall be commenced until the submission to and approval in writing by the Local Planning Authority of a Dynamic Overheating Analysis (for any non-residential floor space) within that building to assess the overheating risk that should follow the CIBSE TM52 methodology for the London Design Summer Years 1, 2 and 3 (DSY1, 2 and 3) weather file: 2020s, High emission, 50% percentile scenario; and ,the submission to and approval in writing by the Local Planning Authority of a Dynamic Overheating Analysis (for any residential floor space) within that building to assess the overheating risk that should follow the CIBSE TM59 methodology for the London Design Summer Year 1, 2 and 3 (DSY1, 2 and 3) weather file: 2020s, High emission, 50% percentile scenario. The reports shall include details of proposed mitigation measures where required and the development of each building shall be carried out in accordance with the associated approved details.

Reason: In order to minimise the risk of overheating and potential requirement for cooling, in the interest of the amenities of future occupiers and in accordance with Policy SI 4 of the London Plan and Policy EU9 of the Local Plan.

29. Building A wind mitigation details – prior to occupation

Prior to the occupation of Building A a wind mitigation strategy in respect of the communal roof terrace shall be submitted to and approved in writing by the Local Planning Authority. The mitigation measures may include passive measures such as additional screening and landscaping, and/or management measures such as restricting access to this terrace when unsuitable wind conditions may occur, and the strategy shall include a monitoring methodology. The roof terrace shall only be utilised in accordance with the approved details during the period before the completion of the outline element of the development which will result in appropriate predicted wind conditions. Following the completion of the outline element any passive measures installed may be retained in accordance with the approved details.

Reason: In order to ensure an appropriate standard of amenity for future occupiers and in accordance with Policy D5 of the Local Plan.

30. Foul water infrastructure phasing plan – prior to occupation

The development shall not be occupied until a foul water infrastructure phasing plan has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames

Water. The development shall not be occupied other in accordance with the approved development and infrastructure phasing plan.

Reason: Foul water network reinforcement works are likely to be required to accommodate the proposed development in order to avoid sewage flooding and/or potential pollution incidents and in accordance with Policy EU3 of the OPDC Local Plan.

31. Updated energy strategy – outline element – prior to above ground development

No above ground works associated with a building within the outline element shall be occupied until the submission to and approval in writing by the Local Planning Authority of an updated Energy Strategy for that building, designed to minimise carbon emissions, that shall include the following details:

- Details of measures to ensure that, calculated across the application site as a whole, the development will seek to achieve a minimum carbon emissions savings through energy efficiency measures alone of 10% for residential floor space and 15% for commercial floor space in accordance with the Policy SI 12 of the London Plan with an aspiration to achieve improvements at each stage, and confirmation of the 'running total' at the time of the submission
- a detailed roof layout demonstrating that each roof's potential for PV installation has been maximised
- details of the Seasonal Coefficient of Performance (SCOP) and Seasonal Energy Efficiency ratio (SEER) of the heat pumps.

The development of the relevant phase shall be carried out in accordance with the approved details.

Reason: In order to minimise the carbon emissions arising from the development and in accordance with Policy SI 2 of the London Plan and Policy EU9 of the OPDC Local Plan.

32. Delivery and Servicing Plan – prior to occupation (detail and outline)

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

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

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

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

33. Completion of refuse storage within detailed element – prior to occupation

Prior to the occupation of Building F or Building A the refuse storage areas serving the relevant building shall be provided in accordance with the approved plans and shall thereafter be maintained for the use of occupiers and visitors, and the operation of the site shall be carried out in accordance with the Waste Management Strategy (Chapter 12 of the Transport Statement).

Reason: To ensure the provision of appropriate refuse storage areas to serve the needs of the buildings and in accordance with Policy EU6 of the Local Plan.

34. Ventilation/Extraction System – prior to occupation of the relevant commercial unit

Prior to the occupation of any relevant commercial unit, details of a ventilation/extraction system to serve any commercial unit identified for restaurant or café use shall be submitted to and approved in writing by the local planning authority. The approved system shall be installed in full accordance with the approved details before a unit is brought into use and maintained thereafter.

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

35. Noise Attenuation Scheme – prior to occupation of the relevant commercial unit

Prior to the occupation of any commercial unit as a hot food takeaway, public house, or live music venue a scheme of noise attenuation measures associated with the use shall be submitted to and approved by the Local Planning Authority. The approved scheme shall be implemented before a unit is brought into such use and thereafter maintained in accordance with the approved details

Reason: To protect the amenities and privacy of the adjacent residential properties in accordance with Policy D5 of the OPDC Local Plan.

36. Completion of cycle storage within detailed element – prior to occupation

Prior to the occupation of Building F or Building A the basement cycle parking store for the relevant building shall be provided in accordance with the approved plans and shall thereafter be maintained for the use of occupiers and visitors.

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

37. No antennas unless details approved – compliance

No antenna, cell system, mast, apparatus, radio equipment or plant of any sort (including structures or plant in connection with the use of telecommunication systems or any electronic communications apparatus) shall be erected on the roof of any buildings unless and until details of their size and location have previously been submitted to and approved by the local planning authority in consultation with the MOD. The relevant part of the development shall be carried out in accordance with the approved details and thereafter retained.

Reason: To safeguard RAF Northolt flight operations in accordance with paragraph 110 of the National Planning Policy Framework.

38. Noisy Working Hours – compliance

Building work which can be heard at the boundary of the site must only be carried out between the following hours:

- 08.00 – 18.00 Monday to Friday;
- 08.00 – 13.00 on Saturdays;
- Not at all on Sundays, bank holidays and public holidays.

Reason: In the interests of the amenity of local residents in accordance with London Plan (2021) policy D14 'Noise' and OPDC Local Plan (2018-2038) Policy EU5 'Noise and Vibration'.

39. Energy Statement – compliance

The development shall be carried out and thereafter maintained in accordance with the on-site energy demand reduction, energy supply and renewable energy measures set out within the submitted Energy Statement ref. 1PW-WSP-XX-XX-ST-ES-0001, subject to any revisions approved under Condition 30 of this planning permission.

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

40. Fire Strategy detailed element – compliance

Buildings A and F shall not be occupied until the fire safety measures set out within the submitted '1 Portal Way – Planning Fire Statement, Rev. 04' and the submitted Fire Statement Form have been implemented in full within the respective buildings, and the fire safety measures shall thereafter be maintained.

Reason: In order to minimise the risk of fire and in accordance with Policies D5 and D12 of the London Plan.

41. Phasing plan – compliance

The development shall be carried out in accordance with the submitted 'Indicative Phasing Strategy 21.09.23' or such updated strategy that has been submitted to and approved in writing by the Local Planning Authority. Prior to the commencement of the development a phasing plan shall be submitted to and approved in writing by the Local Planning Authority. Applications for approval of details in respect of the planning conditions imposed upon this planning permission shall be submitted on a phased basis where such details are aligned to the phasing strategy.

Reason: In order to facilitate effective management of the approval of conditions details and to secure mitigation measures required to make the development acceptable. Details are required prior to commencement in order to ensure the phasing plan is approved prior to the submission of applications for approval of details.

42. Construction management strategy (cranes) – prior to installation of cranes over 50m

No cranes or equipment over 50m shall be installed on site until a construction management strategy has been submitted to and approved in writing by the Local Planning Authority for the relevant phase in consultation with the Ministry of Defence, Heathrow Airport, the Civil Aviation Authority, and National Air Traffic Services. The strategy shall confirm that no cranes penetrate the Air Traffic Control Surveillance Minimum Altitude Chart (ATC SMAC) height of 248m Above Ordnance Datum (AOD) and shall include the details of cranes including a "Crane Operation Plan" and other tall construction equipment (including the details of obstacle lighting) and shall comply with the Civil Aviation Authority guidance note 'CAP1096: Guidance to crane users on the crane notification process and obstacle lighting and marking'

The approved strategy shall be implemented for the duration of the construction period.

Reason: To ensure that any cranes do not endanger the safe movement of aircraft or the operation of Heathrow Airport, or RAF Northolt through interference with communication, navigational aids and surveillance equipment. The details are required prior to commencement in order to ensure navigational safety.

43. Radar mitigation scheme - prior to above ground development of applicable buildings

No development above ground level of any building within the development that will exceed 50m in height (above ground level (AGL)) shall commence until a Radar Mitigation Scheme (RMS) to include details that demonstrate no impact on the H10 Radar at Heathrow Airport (and, including a timetable for its implementation during construction), has been submitted and approved in writing for that building by the Local Planning Authority in consultation with National Air Traffic Services, and no construction work shall be carried out above 50m AGL unless and until the approved Radar Mitigation Scheme has been implemented and the development shall thereafter be operated fully in accordance with such approved Scheme.

Reason: To ensure development does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems. The details are required prior to commencement in order to ensure navigational safety.

44. 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'.

45. Drainage strategy – compliance

The development shall be carried out in accordance with the submitted Drainage Strategy and Addendum report (that sets a maximum surface water discharge rate of 7.14 l/s for the detailed element and 9.78 l/s for outline element) including the temporary drainage arrangement during construction and this approved strategy and schedule shall thereafter be maintained for the lifetime of the development.

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

46. Opening Hours - compliance

Customers shall not be permitted within any restaurant, café, music venue, or public house premises before 06.00 or after 00.00 on Monday to Saturday (not including bank holidays and public holidays) and before 07.00 or after 00.00 on Sundays, bank holidays and public holidays.

Reason: To protect the amenity of local residents in accordance with London Plan (2021) Policy D14 'Noise, and OPDC Local Plan (2018-2038) Policy TC11 'Night Time Economy Uses'.

47. Accessibility - compliance

All residential units indicated on the approved drawings as being suitable for wheelchair users shall be compliant with part M4 category 3 of the Building Regulations. All other residential units shall be compliant with part M4 category 2 of the Building Regulations. The accessible co-living/student units within Building F shall be provided in accordance with the approved plans.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2021) Policy D7 'Accessible housing', and OPDC Local Plan (2018-2038) Policy D2 'Accessible and Inclusive Design'.

48. Electric Vehicle Charging Points – compliance

Electric vehicle charging points (EVCP) shall be provided for 20% of all the permanent car parking spaces from the outset, with passive provision provided for the remaining 80%. The EVCP shall be constructed and marked out and the charging points installed prior to any of the residential units being brought into use and thereafter retained permanently to serve the vehicles of occupiers.

Reason: To encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2021) OPDC Local Plan (2018-2038) Policy T4 'Parking'.

49. Water Efficiency - compliance

The development hereby approved shall fully comply with the optional requirements set out in paragraph (2)(b) of Requirement G2 of the Building Regulations 2010, as amended, to ensure that mains water consumption would meet a target of 105 litres or less per head per day, excluding an allowance of 5 litres or less per head per day for external water consumption for the residential uses, as well as complying with the BREEAM 'Excellent' requirements for a 40% reduction in water consumption for the non-residential uses.

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

50. Bird nests protection – compliance

No tree or vegetation clearance or removal shall take place between the months of March to August inclusive, except where a qualified ecologist has undertaken a survey and provided written

confirmation that there are no nesting birds present that would be affected by the clearance work, no more than 2 days prior to commencement of the vegetation clearance.

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

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. The applicant is advised that prior to making a submission in relation to conditions requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
4. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and can reduce the risk to life.
5. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
6. The applicant and/or contractor are encouraged to sign up to the Considerate Constructors Scheme.
7. The applicant and/or contractor should consider entering into a Control of Pollution Act 1974 Section 61 agreement with nearby neighbours in respect of construction noise.
8. Temporary Obstacle Lighting - The developer is advised by Heathrow Airport that if a crane is required for construction purposes, then red static omnidirectional lights will need to be applied at the highest part of the crane and at the end of the jib if a tower crane, as per the requirements set out by CAP1096. For further information, please find CAP1096 available via the following link:
<https://publicapps.caa.co.uk/modalapplication.aspx?appid=11&mode=detail&id=5705>
9. Permanent Obstacle Lighting - As parts of the proposal exceeds 150m AGL and is therefore deemed to be an en-route obstacle, red obstacle lights should be placed on all proposed towers at 1 Portal Way. Medium Intensity Type B lighting of 2000 candela will need to be installed at the roof level ensuring visibility from all directions.
10. Additional intermediate lighting consisting of steady red medium intensity Type B lighting of 2000 candela will need to be installed down the sides of each building ensuring that the spacing does not exceed 52m. Periods of illumination of obstacle lights, obstacle light locations and obstacle light photometric performance must all be in accordance with EASA regulation CS-ADR-DSN Chapter Q 'visual aids for denoting obstacles'.

11. As required by Building regulations part H paragraph 2.36, Thames Water requests that the Applicant should incorporate within their proposal, protection to the property to prevent sewage flooding, by installing a positive pumped device (or equivalent reflecting technological advances), on the assumption that the sewerage network may surcharge to ground level during storm conditions. If as part of the basement development there is a proposal to discharge ground water to the public network, this would require a Groundwater Risk Management Permit from Thames Water. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

Proactive and Positive Statement

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

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

Dated this: XX March 2024

Emma Williamson

Director of Planning

Old Oak and Park Royal Development Corporation

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

Appeals to the Secretary of State

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

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

To make an appeal online, please use www.planningportal.gov.uk/pes. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- The Secretary of State can allow a longer period for giving notice of an appeal, but the Secretary of State will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any Development Order and to any directions given under a Development Order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by the Secretary of State.

Purchase Notices

¹ For the purposes of an appeal, a householder development is development in the boundary of, or to an existing dwellinghouse for purposes incidental to the enjoyment of the dwellinghouse, that does not involve change of use or a change to the number of dwellings.
Please note, this does not include development in the boundary of, or to an existing flat or maisonette.

- If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonably beneficial use in its existing state, nor render the land capable of a reasonably beneficial use, either carrying out any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his/her interest in the land, in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 (as amended).

APPENDIX 3

Rent and Nominations Agreements

- b) a disposal to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990; or
- c) a disposal to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- d) a disposal to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services;
- e) a mortgage or charge or loan taken out by the RP and secured against the Land or the Rent Units.
- f) A disposal of a Rent Unit to the tenant pursuant to Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force

"First Let" means the first occupation of the newly constructed and previously unoccupied Rent Unit;

"GLA" means the Greater London Authority which acts as a strategic city-wide government for London and includes any successor body;

"HCA" means the Homes and Communities Agency or any successor in function as regulator of affordable housing in England and/or London;

"Homes England" means the national housing and regeneration agency in England or any successor body performing the same functions

"LOCATA" means a web based application where social housing is advertised for potential tenants to apply;

"Affordable Rented Housing " means the [xx] rented housing provided by a Registered Provider that is required to be offered to eligible households on an assured tenancy as defined in the section 'Definitions and Interpretation' in the **Section 106 Agreement** "dated [xx] and made between (1) Old Oak and Park Royal Development Corporation (2) [Registered Provider]

"Affordable Rented Housing Units" means the [xx] Rent units to be made available for Affordable Rented Housing in accordance with the Section106 Agreement;

"Nomination Debt" will arise when any Rent Unit to which the Council has a nomination right pursuant to this Deed is not let to a Nominee in the circumstances set out in clause 2.7 in which case RP will notify the Council in writing that a Nomination Debt has arisen;

"Nomination Notice" means a written notice of nominees given by the Council to RP in the form as may be agreed between RP and the Council from time to time acting reasonably;

"Nomination Period" means a period of 60 years from and including the date of the first letting of the last Rent Unit;

"Nominee" means a short listed bidder (who for the avoidance of doubt shall be over the age of 18, unless they are under 18 and also have a guarantor for the rent and a Council provided funded or approved support package) to whom RP makes an offer of a Tenancy Agreement under clause 2.5 of this Deed or the person named in a Nomination Notice pursuant to clauses 2.6.1 of this Deed;

"Property" means the property known as [name of development];

"Registered Provider" means a private provider of social housing which is designated as a non-profit organisation under subsections 115(1)(a) or Section 278(2) of the Housing and Regeneration Act 2008 (or any statutory re-enactment or modification for the time being in force);

"Section 106 Agreement" means the agreement dated [xx] and made between (1) Old Oak and Park Royal Development Corporation (2) [Name of Registered Provider].

"Social Rented Housing" means rented housing owned and managed by a Registered Provider for which guideline Target Rents are determined through the national rent regime;

"Social Rented Housing Units" means the [xx] Rent units to be made available for Social Rent Housing in accordance with the Section 106 Agreement;

"Rent Units" means [xx] residential dwellings (the Council's entitlement to these is calculated in accordance with Schedule 3 of the Section 106 Agreement) as described below which are located at the Property and are subject to the terms of this deed, namely:

Mix	Tenure	Flat number	Block Name	Street no	Street name	POST CODE

"Relets" means any letting of a Rent Unit other than the First Let that may take place on the occurrence of a Void within the Nomination Period;

"Tenancy Agreement" means probationary, assured shorthold or an assured tenancy agreement and for the avoidance of doubt that assured shorthold tenancy agreement (save for probationary) shall be for a minimum of an initial 5 year fixed term (following any probationary period) then where applicable a subsequent 5 year fixed term and in a form prepared by RP and containing terms which accord with the guidance on housing management issued by Homes England from time to time or such other form of agreement that may be required by Homes England from time to time. For the avoidance of doubt the existing tenants would be granted assured tenancy agreements;

"Void" shall mean where a Rent Unit become vacant as a result of:

The tenant having moved to other accommodation provided by a landlord other than RP; or

The tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or

The tenant having purchased a property in the private sector; or

The tenant having been evicted or having abandoned the Rent Unit; or

A disposal of a Rent Unit to the tenant pursuant to Part I of the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force); and shall not be limited to the above.

"Working Day" means any day Monday to Friday between 9am-5pm but excluding UK Public Statutory holidays and the Council special holidays between 27 and 31 December.

2. Nomination Procedure

2.1 The Council is entitled to nominate 100% of the First Lets and 100 % of the Relets during the Nomination Period.

2.2 If RP is not registered the Council will register the RP onto the scheme with LOCATA.

2.3 RP must prepare the advert for advertising a Rent Unit as available to let and, before placing the advert, provide it to the Council for approval such approval not to be unreasonably withheld or delayed provided that if such approval is not given by the close of business on any Working Day before the LOCATA advertisement deadline the advert will be deemed to be approved by the Council and RP may place the advert. RP shall use reasonable endeavours to prepare the advert well before the LOCATA advertisement deadline. RP should also provide in the advert information regarding any unique selling points in order to make the First Let/ Void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms, and whether new build. Provided the information in the advert placed by RP is accurate, a Void or First Let Rent Unit will need to be advertised only once.

2.4 Four weeks prior to the anticipated date of practical completion of a First Let Rent Unit RP will place the advert in the next LOCATA edition. Properties are advertised daily via the LOCATA website.

2.5 Shortlists are normally available six days after the advert appears. RP will access the shortlist direct and take details of the bidders and arrange single or multiple viewings. Subject to verification by the Council (to be sent by email to [] within 3 Working Days, RP shall make an offer(s) of a Tenancy Agreement provided none of the Reasons for Rejection apply.

2.6 If there are no bidders or a Nominee(s) refuse(s) the offer of a tenancy or if any of the Reasons for Rejection apply to all the Nominees, RP will:

2.6.1 contact the Council within 2 Working Days to request direct Nominees which will be provided by the Council through a Nomination Notice, within 1 Working Day of the request, and

2.6.2 if one set of 3 nominees are exhausted, RP should contact the Council to request that the unit be withdrawn and let to one of its own applicants. If agreed the unit shall not be deemed to have been let to a Nominee for the purposes of clause 2.1.

2.7 If RP rejects the direct Nominee(s) for reasons other than the Reasons for Rejection, RP may take back the unit and in such case a Nomination Debt will arise.

2.8 Where the Council is enforcing an offer, the Void or First Let will not have to be held for longer than 5 Working Days after RP has notified the Council of a refusal or rejection.

2.9 RP must update the LOCATA website with details and inform the Council's designated Allocations Officer by e-mail of proposed tenancy commencement dates not later than 3 Working Days from the date of signing of the Tenancy Agreements.

3 Rejections by RP

3.1 RP will notify the Council within 1 Working Day of the reason for rejecting any Nominee3.2 The following circumstances will be acceptable reasons for the rejection of a Nominee by RP ("Reasons for Rejection"):

3.2.1 the Unit is not suitable for the Nominee or a member of their household on grounds of age disability or ill health;

3.2.2 there has been a change of circumstances previously unknown to the Council that makes the Unit unsuitable;

3.2.3 the Nominee has a history of anti-social behaviour and/or convictions, spent or unspent;

3.2.4 the Nominee has been evicted previously by RP;

3.2.6 the letting would be in contravention of the Council's Allocation Policy;

3.2.7 the letting would be in contravention of any of RP's rules, policies or procedures

4 Relets

4.1 RP shall ensure that with effect from the date the last First Let Rent Unit is let, 100 % of Voids of the Rent Units in each twelve-month period commencing on 1st April shall be let to Nominees.

4.2 RP shall monitor the number of Voids for the Rent Units during each such twelve month period in order to ensure that it complies with its obligations under Clause 4.1.

5 Obligations of RP

5.1 RP shall update the LOCATA website and supply to the Council in writing:-

5.1.1 Full details of any offer of a Tenancy Agreement made by RP to a Nominee within 5 Working Days of such offer being made; and

5.1.2 If RP makes no offer of a Tenancy Agreement to any Nominee under Clause 2.5, 2.6 or 2.7 full details of the reason for not making any offer within 5 Working Days of receipt of the Nomination Notice; and

5.1.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee within 5 Working Days of acceptance or rejection by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.

5.2 It is hereby agreed that RP shall not reject a Nominee without prior consultation with the Council provided that following such consultation RP shall be entitled to reject a Nominee if RP considers in its discretion (acting reasonably) that a Nominee is too vulnerable to be capable of living independently or the Nominee has a history of antisocial behaviour, convictions spent and/or unspent or the letting would be contrary to RP's allocations policy from time to time.

6 The Council's Obligations

6.1 The Council agrees with RP (so far as the Council is able having regard to its statutory duties from time to time) that unless RP shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected RP's offer of a Tenancy Agreement.

6.2 Subject to compliance with the Council's policy under data protection laws, the Council shall use reasonable endeavours to provide details of the ethnic origin and other relevant details of Nominees to enable RP effectively to monitor whether or not it is having an appropriate percentage of such households in accordance with its equal opportunities policy and the Council shall register applicants on its Housing Register in accordance with its allocation policies as agreed with social landlords as required under the Housing Act 1996 (or any statutory re-enactment or modification for the time being in force).

6.3 The Council shall before making a nomination assess the suitability of the Nominees for the respective Rent Units in accordance with the Allocation's Policy.

6.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant.

6.5 In so far as the Council is able, the Council will provide to RP when making any nomination, in accordance with the data protection laws, all relevant information regarding Nominees, including but not limited to information on a Nominee's vulnerability, support needs, medical

issues and recommendations, antisocial behaviour record, convictions spent and/or unspent and any additional information reasonably requested by RP or required by law.

7 RP's Covenants

RP Covenants with the Council:

7.1 Use

- 7.1.1 To provide to the Council nominations of 100% of the First Lets and 100% of all Relets in accordance with clause 2 as applicable;
- 7.1.2 Not to use permit or suffer the use of any Rent Unit save as rented housing in accordance with the obligation of RP under this Deed;
- 7.1.3 To observe and perform the obligations of the landlord under or by virtue of any Tenancy Agreement granted to a Nominee;
- 7.1.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant;
- 7.1.5 Every letting to a Nominee (except with the Council's consent) shall be in the form of a Tenancy Agreement;
- 7.1.6 To monitor the number of Voids during the term to ensure that it complies with its obligations under the Deed.

7.2 Health and Safety

To carry out health and safety audits and risk assessments as required and comply with all aspects of Health and Safety Acts and Regulations.

7.3 Disposal

RP covenants with the Council that it shall not during the Nomination Period transfer, assign or lease the Rent Units (or any part thereof) save on a Tenancy Agreement(s) to Nominees or by way of an Exempt Disposal and it shall not assign, transfer or lease the whole of the Property (save by way of an Exempt Disposal) to any person or body other than to another Registered Provider with the consent of the GLA (and/or as appropriate the Regulator of Social Housing) and provided that on each occasion that any such Registered Provider ("New RP") makes an unconditional offer to the Council to enter into a nomination agreement in the same form and substance as this deed (mutatis mutandis) (as varied by clause 7.2 if appropriate) then upon delivery to the Council of such substitute nomination agreement duly executed by such New RP and upon RP confirming to the Council that such transfer assignment or lease to such New RP has taken place this Deed shall terminate and for the avoidance of doubt if the New RP fails to enter into a such substitute nomination agreement with the Council as required the assignment shall not take place.

8 Miscellaneous

8.1 This Deed shall not be binding upon:

- 8.1.1 a Chargee; and
- 8.1.2 any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy Agreement; and

- 8.1.3 any person or persons who shall at any time acquire any legal interest in a Rent Unit (or part thereof) pursuant to any statutory right of acquisition or voluntary purchase scheme from time to time in force and their successors in title and mortgagees or persons deriving title directly or indirectly from through or under any of them.
- 8.2 The Council and RP agree that the provisions contained in this Deed may be varied from time to time by agreement in writing by the Council and RP.
- 8.3 Where the Council has a Nomination Debt and if the Council so requests a nomination in such circumstances RP shall use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the Rent Unit within the Property in any other of RP's housing stock situate within the Borough of Ealing.
- 8.4 If RP is unable upon the occurrence of a Void on a Relet provide nomination rights in accordance with this Deed as a result of the relevant Rent Unit within the Property having been disposed of by RP as may be required by law RP shall within one year of the occurrence of the Void on a Relet use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the relevant Rent Unit within the Property or in any other of the RP's housing stock situate within the Borough of Ealing or shall provide nomination rights to any units that RP has developed utilising the receipts ("a reprovided unit") by RP on the disposal of the relevant Rent Unit as required by law.
- 8.5 This Deed shall expire and cease to have effect on the expiry of the Nomination Period.
- 8.6 It is agreed and acknowledged between the parties that RP shall not request a rent deposit from any Nominee.
- 8.7 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post in the case of the RP to its registered office from time to time (or such alternative address notified in writing by RP to the Council from time to time) and in the case of the Council to the address of the Council indicated above or such other address notified in writing by the Council to RP and any notice shall have been deemed to have been served two Working Days after posting.
- 8.8 In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force.
- 8.9 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (unless otherwise stated).

THE SCHEDULE
ALLOCATIONS POLICY

Nominees will meet any of the following criteria:

1. Persons who fall within RP's objects as a charitable Registered Provider and who are capable of living independently with appropriate support packages as would normally be provided by RP or social services department of the Council who do not have a history of antisocial behaviour and/or convictions spent and/or unspent; or
2. Persons on low incomes, such that they are unable to buy or rent suitable housing in the open market and who satisfy the criteria in paragraph 1 above; or
3. Persons living in unsatisfactory housing circumstances, of which being homeless is one example and who satisfy the criteria in paragraph 1 above; or
4. Persons falling within the Council's Allocation Scheme and who satisfy the criteria in paragraph 1 above.

IN WITNESS whereof the Council has caused its Common Seal to be affixed and the Owner has signed this instrument as a Deed on the day and year first before written.

Executed as a deed by RP
[]

.....
Signature of Witness

.....
Name of witness

.....
Address of witness

.....
Occupation of witness

EXECUTED AS A DEED BY **THE**)
COUNCIL OF THE LONDON)
BOROUGH OF EALING BY AFFIXING)
THE COMMON SEAL in the presence of)

Authorised Officer

Annexure

Dated

2021

RP

- and -

THE COUNCIL OF THE LONDON BOROUGH OF EALING

Nomination Agreement relating to []

**Director of Legal and Democratic
Services**

London Borough of Ealing

Perceval House

14/16 Uxbridge Road

Ealing W5 2HL



Registered Provider

Nominations Agreement [Name of Development]

1. Parties to the Agreement

- 1.1 This is an agreement between the London Borough of Hammersmith & Fulham (the Council) and [Name of Registered Provider] Registered Provider (the RP).

2. Aims and Objectives

- 2.1 This agreement sets out the policies and procedures for the nomination by the Council of prospective tenants for vacant RP homes at [Name and address of development] ("The Development").
- 2.2 The aims of this agreement are:
- a) To enable the Council and the RP to work together to meet housing need and create sustainable communities in Hammersmith & Fulham
 - b) To ensure that the RP's vacant properties are let as quickly as possible to appropriate nominees
 - c) To improve the service to and information of potential nominees.
 - d) To ensure equality of opportunity in the nominations process
- 2.3 Nominations made by the Council will be in accordance with the policies set out in the most recently published Housing Allocation Scheme (also known as the Scheme of Allocation). Nominees will need to have met the eligibility and qualifying criteria set out in the Housing Allocation Scheme.

3. Publicity and Information

- 3.1 The Council will make information about the RP's and its housing schemes available to all applicants on request and update information as necessary in conjunction with the RPs.

4. Scope of the Agreement

- 4.1 This Agreement covers all permanent lettings by the RP of the affordable rented (i.e., social rented and Affordable Rent) accommodation, as particularised in Schedule 1 of this agreement ("The Rent Units"), at the Development .
- 4.2 This agreement shall remain in force for as long as the RP remains the leasehold owner of the Rent Units

5. Annual Allocations Plan

- 5.1 The Association will make 100% of the Rent Units set out in Schedule 1 available for nomination by the Council on first lettings. The Association will make 100% of voids of the Rent Units available for nomination by the Council on subsequent lettings.

6. Definitions

- 6.1 A true void is created by:
- a) New build or newly rehabilitated properties
 - b) A tenant transfer to another landlord or district where no reciprocal arrangement exists
 - c) The death of a tenant where there is no statutory or contractual right to succession
 - d) The eviction, abandonment, or voluntary surrender of a property
- 6.2 True voids will be determined by reference to the status of the outgoing tenant, except in the case of new properties.
- 6.3 A non-true void refers to an empty property arising from the transfer of an existing tenant to another property belonging to the RP or otherwise subject to a reciprocal rehousing, or a letting arising from a statutory obligation or court order. Non-true voids should be reported for information on a quarterly basis with true void information. Non true voids will be disregarded in calculating the Council's nomination rights in any year between the 1st April and the 31st March.

7. Types of accommodation and tenancies:

- **Accessible Housing** - Where properties have been assessed and they contain adaptations such as level access, ramps, wet room, grip rails etc we ask that these be highlighted so the Council can update its Accessible Housing Register.
- **Type of tenancy being offered** – On the nomination form we ask the RP to indicate the type of tenancy (e.g., Assured Shorthold Tenancy, Assured Tenancy and any 'Starter Tenancy' period applicable), will be offered to the successful applicant. An Assured Shorthold Tenancy should not normally be less than five years (plus one year 'Starter Tenancy') and the terms for renewal should be clearly set out on the nomination form. The Registered Provider should have regard to the Council's Tenancy Strategy when considering what kind of tenancies to grant.
- **Housing for People who need additional support to facilitate independent living** – The Council and RP concerned have a shared objective that prospective tenants should be capable of independent living and sustaining their tenancy. Where the applicant has additional needs that require support from council agencies, e.g., the council's Adult Social Care Services; Children's Services), then the relevant service provider may be consulted by the council's Allocation Team, before nominating the applicant for a tenancy. Such consultation may also be reached whether the applicant is nominated by the Council or the RP.
- **Rent levels** – On the nomination form the RP should state the type of rental they require, i.e., social, Affordable Rent, and stipulate the service charge applicable and any annual rental increase regime that may be in place at the time of letting.

8. Nomination Procedure

- 8.1 The RP and the Council will appoint staff who will act as authorised contacts for dealing with nominations.

8.2 To minimise void periods, the RP should advise the Allocation's Team of forthcoming voids as soon as possible by email on the prescribed nomination form. A copy of the form is provided at the end of this document. The RP must provide sufficient information as possible about the property, accessibility, rent, type of tenancy and local amenities. To enable the Council to allocate the property to a suitable nominee.

- In the case of re-lets, notification of the upcoming void should be sent by the RP to the Council when the property is confirmed as void.
- In the case of a new build scheme (or conversion/rehabilitation of existing building), eight weeks' notice should be given when the properties will be available for occupation.

8.3 Following receipt of the void notification, the Council will send the RP the details of up to five applicants within 10 (ten) working days. The nomination form will provide details of all the eligible applicants in order of their priority, along with details of any known risks, support needs and tenancy issues which may be relevant to the RP. The form will only be sent once all the nominee have been verified as eligible by the Council. Information on applicants will be given to the RP in line with the agreement on information sharing.

8.4 Where the Council wishes to nominate to a vacant property directly, for example in case of an emergency, it will provide details of a nominee within 5 (five) working days of receiving the nomination request. Details of a direct nomination will be provided in writing. The registered provider may reject a direct nomination if the nominee does not meet criteria from the governing instrument of the registered provider. The RP must inform the Council of any rejection and provide details in writing.

9. Viewing and Offers

9.1 The RP will arrange viewings and interviews as appropriate with the short listed applicants or direct nominees within 5 days of receiving nominations from the Council in the in the prescribed Shortlist for Rehousing form 'Part A – Nomination'.

9.2 In the event of delays to, or postponement of, viewings, the RP will notify the Council and individual nominees within 24hrs and providing revised viewing appointments.

9.2 Subject to the applicant meeting the policy requirements of the RP, the property will be offered to the applicant in the highest position on the short list or otherwise directly nominated. If a shortlisted applicant refuses the offer, the property will be offered to the remaining applicants in descending order of priority on the short list.

9.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council may provide up to five more short listed applicants, or a direct enforceable nomination within three working days.

9.4 It may be the case that not all the applicants on the short list have been verified before the shortlist is passed to the RP. This should be indicated on the nomination form. If shortlisted applicants have not been verified the RP may still offer a nominee the opportunity to view the property on a conditional basis that verification occurs within 2 working days, however, a tenancy agreement must not be signed or implied.

9.5 If the Council has provided a maximum of 3 (three) separate shortlists (plus the possibility of a direct nomination(s)), which do not result in a successful tenancy. Then the RP may retain the unit which will count as a nomination under this agreement.

9.6 The RP will inform the Council by email on the completed nomination form 'Shortlist for Rehousing Part B – Feedback' for each of the nominees within 1 working day of the viewing.

9.7 The RP will inform the Council by email the anticipated tenancy commencement date within one working day of sign up. The RP will advise the Council and the successful nominee of any delay to the anticipated tenancy commencement date. In the case of new build or rehabilitated properties where handover has not yet taken place, the tenancy start date will be provided immediately following handover.

10. Tenant Support

10.1 If the successful nominee has been receiving support in their temporary or permanent tenancy from support services or other agencies, the Council will advise the RP.

11. Rejections by the RP

11.1 The RP will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the property to any applicant with the highest priority on the shortlist who the Council consider to be eligible on the 'Shortlist for Rehousing Part B – Feedback' form.

11.2 The following circumstances will be acceptable reasons for the rejection of a nomination or eligible applicant by the RP:

- The property is not suitable for the nominee or a member of their household, e.g. on grounds of age, disability, ill health, or location due to safety concerns
- There has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable
- The nomination does not pay sufficient regard to the RP's Allocation Policy
- The applicant is unable to sustain a tenancy with support.
- There is a known history of anti-social behaviour by the applicant or associated with the property or location and the housing of the applicant would not be consistent with a sensitive letting;
- The applicant has an unspent conviction which would make the nomination unsuitable e.g. arson.
- The Applicant has been evicted previously by the RP
- The Applicant is under 18 and does not have a guarantor for the rent and a Council provided funded or approved support package

12. Refusals of Offers

12.1 The RP will advise the Council of any refusals in writing on the 'Shortlist for Rehousing Part B – Feedback' form within 24hrs of viewings. The Allocations Team will then be able to advise the RP if this offer will be considered under the Council's limitations of offers policy. However, direct nominations made by the Council are enforceable offers unless otherwise specified.

12.2 Where the Council is enforcing a direct offer, the RP must advise the Council within 24hrs of viewings of a refusal and confirm in writing on the nomination form. The offer should then be held for no longer than five working days after the RP has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.

12.3 In the event the Council needs more than 5 (five) days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

13. Confidentiality

- 13.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including RP's and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.
- 13.2 The Council and the RP agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 13.1 above, and will not be disclosed to third parties or other persons without a need to know or the consent of the applicant.
- 13.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the RP at the point of nomination or verification of short listed applicants.

14. Information Sharing

- 14.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the RP the needs and potential risk associated with any applicant or household member and provide relevant information.
- 14.2 Information included under this Agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of RP employees. In providing information, the Council will disclose:
- Age, gender, race, ethnic origin, sexuality, transgender status
 - Any long-term illness, disability or vulnerability that may require special housing or care or support, including care packages provided by statutory or other agencies
 - Relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community
 - Whether the Applicant has an unspent conviction that may preclude them from being accepted by the RP.

15. Record Keeping and Monitoring

- 15.1 The RP will report regularly to the Council, at quarterly intervals, on the number of vacancies arising by type and bedroom size and the allocation of those properties by tenant transfer, Council nomination, waiting list, mobility offer or nomination by other specified agency. Information on non-true voids should also be reported. At the end of each financial year, a summary report detailing the above information shall be produced by the RP.
- 15.2 The Council will monitor nominations to the RP on a quarterly basis and will produce a report at the end of each financial year which will be made available to the RPs as part of the annual review.
- 15.3 The Council may from time to time wish to carry out an audit of the RP's lettings records. The RP undertakes to cooperate with this process provided that a minimum of five working days is given. The Council in tandem may review other benefit entitlement records to cross refer relevant information.

16. Preventing discrimination and promoting community cohesion

- 16.1 The Council and the RP are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, transgender status, disability, appearance, age, or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

16.2 The Council will keep records of the race and ethnic origin of all nominations made to the RP and of all nominees who are offered a tenancy. A summary of this information will be included in the Council's annual report on nominations.

17. Disputes

17.1 Disputes about the operation of this Agreement which cannot be resolved by discussion between senior officers of the Council and the RP may be referred for arbitration to the President of the Chartered Institute of Housing.

18. Signed on behalf of the London Borough of Hammersmith & Fulham:

Signature

NamePosition.....

Signed on behalf of theRegistered Provider

Signature

Name Position

Notes: Amendments to this Agreement relevant to individual schemes should be detailed below.

This agreement is in relation to the properties as listed in Schedule 1

London Borough of Hammersmith & Fulham

The Economy Department

Hammersmith, London, W6

Web: www.lbhf.gov.uk

Nomination Request Form

Please ensure you request nominations for void properties as soon as the vacation date is known

VOID DETAILS	
Date nomination form sent	
Name of Registered Provider	
Name of contact for further info	
Telephone number (essential)	
Email address (essential)	
Property address & postcode	
Date property became void	
Ready to view date	
Date ready to move in to	
Void reason	
Weekly rent	
Weekly service charge	
Any other charge (please detail)	
Type of tenancy being offered	
Any other comments - please state below	

PROPERTY TYPE- please tick					
House		Over 50 flat		Wheelchair accessible	
Flat		Sheltered flat		Accessible Housing Register category	
Studio (separate kitchen)		maisonette			
Studio (no separate kitchen)		Bungalow		Studio (shared bathroom & kitchen)	

PROPERTY DETAILS			
Please note that single rooms are deemed as up to - 50 sq. ft. - (4.65m) & double rooms are deemed as up to 110 sq. ft. - (10.22m)			
Please state on the below table the number of single or double rooms (bedrooms)			
Property type	SINGLE	DOUBLE	
Studio property			
1 bed property			
2 bed property			
3 bed property			
4 bed property			
5 bed property			
Does the property have any of the following features (please answer with yes or no)			
Total number of bedrooms		Level access to the front of property via ramp	
		Level access shower (Y/N)	
Floor level		Closomat WC (Y/N)	
Lift available (Y/N)		Adapted kitchen (Y/N)	

Number of internal steps		Adapted bathroom	
Number of external steps to front door (excluding steps to access lift)		Ceiling wall and/or track hoist	
Car parking? (Y/N)		Entry phone (Y/N)	
If car parking, is permit required? (Y/N)		Through floor lift (Y/N)	
Central heating (Y/N)		stair lift (Y/N)	
Heating type		Public transport within 500 metres (Y/N)	
Garden (Y/N)		Any other adaptations	
If garden, communal or self-contained? (C/SC)		Shops within 500 metres (Y/N)	
Balcony (Y/N)		Patio (Y/N)	
Any pets allowed (Y/N)		Pet cat allowed (Y/N)	
		Pet dogs allowed (Y/N)	
Comments or further information – please write in space below			

Please return this completed form via email to rehousing.opportunities@lbhf.gov.uk

TO BE COMPLETED BY LBHF ALLOCATION TEAM ONLY	
Housing list	
Officer name	
Officer contact number	

PART A - Nomination

<u>Shortlist for Rehousing</u>

Viewing Address	
Viewing Date & Time	
Allocation Officer	
Housing Officer	

Position on Shortlist:

List	Application Ref	Status	Band	Offer	Tenancy Type
Name					
Address					
Tel					

--	--

PART B – Feedback

Please complete and return to the rehousing.opportunities@lbhf.gov.uk

Outcome:

Has the applicant accepted the offer? (Yes – No - Not Offered).

If Yes, Proposed Tenancy Commencement Date:

If offer is being refused, this box is to be completed by the applicant giving reasons for refusing the property.

Based on the information I have provided above; I am refusing this offer of accommodation. I understand that refusing this offer will impact my position on the Housing Register and could result in no further offers being made.

Signed:

Date:

Schedule 1

Properties to which this agreement relates to

Mix	Tenure	Flat number	Block Name	Street no	Street name	POST CODE
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LONDON BOROUGH OF BRENT

&

REGISTERED PROVIDERS (RP)

NOMINATIONS AGREEMENT FOR AFFORDABLE DWELLINGS

1. Parties to the Agreement

This is an agreement between

The Mayor and Burgesses of the London Borough of Brent (the Council) and

[Registered Provider] (the Association)

2. Aims and Objectives

2.1 This agreement sets out the policies and procedures for the nomination by the

Council to the Association for [xx] Affordable Rented Housing Units and [xx] Social Rent Units ("The Rent Units") as particularised at Appendix 1 to this agreement, situated at [property address] which is registered at HM Land Registry under title number [xx].

2.2 The aims of this agreement are:

- a) to ensure equality of opportunity in the nominations process;
- b) to enable the Council and the Association to work together to meet housing need and create sustainable communities in the London Borough of Brent;
- c) to ensure that the Association's vacant properties are let as quickly as possible to appropriate nominees;
- d) to improve the service and information to potential nominees and to enable applicants to participate in choice based lettings.

3. Publicity and Information

3.1 The Council will make available information about any vacant units in the Development available to all nominees applying for re-housing on request and update information on the properties as necessary in conjunction with the Association.

3.2 The Association will commit to providing information to the Council about any vacant units within the Rent Units.

3.3 The Association will provide information about the Association to its prospective Tenants

4. Scope of the Agreement

4.1 This agreement covers all lettings by the Association of the Rent Units. It is without prejudice and supplemental to any other property specific or general nominations agreement(s) between the Association and the Council

4.2 Social Rented Housing and Affordable Rented Housing has the following meaning:

Social Rented Housing – rented housing owned and managed by a Registered Provider for which guideline Target Rents are determined through the national rent regime

Affordable Rented Housing – rented housing provided by a Registered Provider where the rent charged is outside the national rent regime but is subject to other rent controls that require it to be offered to eligible households at a rent up to 80 per cent of the local market rent

5. Nomination Quotas

- 5.1 The Association will make 100% of the Rent Units available for nomination by the Council on first lettings. The Association will make 100% of voids of the Rent Units available for nomination by the Council on subsequent lettings. .
- 5.2 Unless clause 9.6 applies, the Association agrees that the Council will be afforded 100% reciprocal nomination rights in respect of any dwellings that are owned managed by the Association within the London Borough of Brent and that become void and available for use as a consequence of the Association nominating its residents to occupy one of the Rent Units .

6. Nomination Procedure

The Association and the Council will respectively appoint staff who will act as authorised contacts for dealing with nominations. The procedure for nomination will depend on whether the Association is a member of Locata Choice Based Lettings scheme.

7. Nomination Period

This agreement shall remain in force for as long as the Association remains the leasehold owner of the Rent Units

8. Non-Locata Partners

- 8.1 In conjunction with the West London Boroughs, the Council is committed to providing choice for homeseekers and Associations seeking housing in the West London area. The Council wishes to encourage Associations to participate in choice based lettings and intends to let the majority of available properties, whether Council lets or nominations, via the Locata Choice Based Lettings scheme.
- 8.2 In the event that the Association is not a Locata Partner and in order to promote efficiency in the letting of property, the Council will provide the Associations who are not Locata partners with an annual timetable of the deadlines for the submission of advertisements in the Locata online freesheet.
- 8.3 In order to minimise void periods, the Association should advise the Council of forthcoming voids as soon as possible by email or fax (or any other agreed practice) on the prescribed form. The Association must provide sufficient information to enable the Council to prepare an advertisement. Reference should be made to any particular feature of the property or its location in the interests of providing information to potential bidders.
- 8.4 Following receipt of the void notification, the Council will place the advertisement in the next online freesheet to be published. Locata online freesheets are published fortnightly and the deadline for inclusion in the online freesheet is 4:30pm on Monday (or any other agreed deadline). Void notifications should therefore be made available to the Council by midday on the relevant day, although the Council will use its best endeavours to meet deadlines in all circumstances.
- 8.5 In the event that the Council misses a relevant deadline for publication and the vacant property is ready for occupation or likely to be ready within a short period of time, the Association can

seek a direct nomination from the Council to minimize void periods where appropriate. However, should the Association miss the deadline, the Council will use its discretion as to whether or not it pursues a direct nomination. The Council undertakes to notify the Association of any missed deadline in these circumstances.

- 8.6 In completing the advertisement for any property, the Council may specify that priority for the property will be given to a particular quota or allocations scheme within its annual allocation plan. Although the Council aims to submit the majority of available properties to choice, from time to time it may also make direct allocations.
- 8.7 Where properties are advertised, shortlists of successful applicants will be made available to the Council eight days after the publication deadline. The details of up to five applicants will then be forwarded to the Association within 24 hours, following verification of eligibility by the Council. Information on applicants will be given to the Association in line with the agreement on information sharing below.
- 8.8 Where the Council wishes to nominate to a vacant unit directly, it will provide details of a nominee within two working days of receiving the request. Details of a direct nomination will be provided by email or telephone and confirmed in writing.

9. Locata Partners

- 9.1 The Council intends to let the majority of available units, whether Council lets or nominations, via the Locata Choice Based Lettings scheme, but may occasionally require properties for direct nomination.
- 9.2 Where the Council requires a direct nomination it will either refer it to the Association or place on Locata, a request that the property is to be withdrawn.
- 9.3 Otherwise, the Association will create an advertisement for inclusion in the next available edition of the Locata online freesheet for publication on the Council's page.
- 9.4 Within the deadline for the submission of the relevant advertisement, it is agreed that the Council may specify that priority will be given to any quota or allocations scheme to meet the priorities within its annual allocation plan. The Council may also amend the advertisement to give preference to priority groups.
- 9.5 On receipt of a verification request, the Council will verify the eligibility of up to five applicants with the highest priority and notify the Association within three working days. Information regarding the support needs and conduct of the prospective Associations will be given to the Association in line with the agreement on information sharing below.

10. Viewing and Offers

- 10.1 The Association will arrange viewings and interviews as appropriate with the short-listed applicants or direct nominees. The Association may decide how many applicants it wishes to invite to view and may undertake multiple viewings according to the circumstances of the case.
- 10.2 The unit will be offered to the applicant in the highest position on the shortlist or otherwise directly nominated. If a shortlisted applicant refuses the offer (or has not accepted within 2 working days of the offer being made, which shall be a "Deemed Refusal"), the unit will be offered to the remaining applicants in descending order of priority on the short list.
- 10.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council (or where applicable the Association) may provide up to five more short listed applicants, or a direct enforceable nomination within one working day.

- 10.4 It may be the case that not all of the applicants on the shortlist have been verified before the shortlist is used. In these circumstances, the Association must check with the Council that the relevant applicant has been verified before the tenancy is signed.
- 10.5 Provided the information supplied by the Association is accurate, a void unit will need to be advertised only once. If there are no bidders or all of the short-listed applicants refuse the unit, the Council will be given the opportunity to make a direct nomination.
- 10.6 If the Council fails to provide a direct nomination within five working day of notification of such an outcome, then the Association may retain the unit, which will count as a nomination under this agreement, unless there is a mutual agreement to re-advertise.
- 10.7 The Association will inform the Council by telephone or email of the name of the successful applicant or nominee and the anticipated tenancy commencement date within two working days of acceptance. In the case of new build or rehabilitated units where handover has not yet taken place, the tenancy commencement date will be provided immediately following handover.

11. Equal Opportunity and Diversity

- 11.1 Advertisements for such units should include reference to services designed to benefit a particular group and expressly encourage them to apply, but may not exclude other applicants from normal consideration under choice based lettings. This situation may be subject to review at any time as a consequence of legal opinion or direction.

12. Association Support

- 12.1 If the successful nominee has been or is receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Association accordingly.
- 12.2 If the nominee has a history of anti-social behaviour the Council will advise the Association. Notwithstanding 13.2 (e) this will not preclude the nominee from being accepted.
- 12.3 If the nominee has an unspent conviction that may preclude them from being accepted by the Association, see 13.2 (f), the Council will advise the Association accordingly.

13. Rejections by the Association

- 13.1 The Association will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the unit to any applicant with the highest priority on the shortlist who the Council consider to be eligible.
- 13.2 The following circumstances will be acceptable reasons for the rejection of a nomination or eligible applicant by the Association:
- a) the property is not suitable for the nominee or a member of their household, eg. on grounds of age, disability, ill health, or location;
 - b) there has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable;
 - c) the nomination does not conform to the Association's allocations policy;
 - d) the applicant is unable to sustain a tenancy;
 - e) there is a known history of anti-social behaviour by either both the nominee or associated with the property or location and the housing of the nominee would not be consistent with a sensitive letting;

- f) the nominee has an unspent conviction which would make the nomination unsuitable e.g. arson.
- g) the nominee has been evicted previously by the Association
- h) The Nominee is under 18 and does not have a guarantor for the rent and a Council provided funded or approved support package

14. Refusals of Offers

- 14.1 Offers made as the result of choice based bids are not generally enforceable under the Council's limitations of offers policy unless the Association is given prior notice. However, direct nominations made by the Council are enforceable offers unless otherwise specified.
- 14.2 Where the Council is enforcing a direct offer, the Association must advise the Council as soon as possible of a refusal and confirm in writing or by e-mail. The offer should then be held for no longer than five working days after the Association has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.
- 14.3 In the event the Council needs more than five days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

15. Confidentiality

- 15.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including Registered Providers and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.
- 15.2 The Council and the Association agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 15.1 above, and will not be disclosed to third parties or other persons without a need to know or without the consent of the applicant.
- 15.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the Association at the point of nomination or verification of short listed applicants.

16. Information Sharing

- 16.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the Association the needs and potential risks associated with any applicant or household member and provide relevant information. If the successful nominee has been receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Association accordingly.
- 16.2 Information included under this agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of Association's employees. In providing information, the Council will disclose:
 - a) age, gender, race and ethnic origin;
 - b) any long-term illness, disability or vulnerability that may require special housing or care or support, including care and support packages provided by statutory or other agencies;
 - c) relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community;

- d) Immigration status and language or interpretation requirements.
- e) Any unspent convictions

16.3 This agreement will aim to support the information-sharing protocol that has been developed by the Housing Corporation and that is now applied by the Homes and Communities Agency.

17. Record Keeping and Monitoring

17.1 In order to minimise unsuitable nominations, the Council will regularly review its housing application lists.

17.2 The Council will monitor nominations to the Association on a regular basis and will produce a report at the end of each financial year which will be made available to the Association as part of the annual review.

18. Preventing discrimination and promoting community cohesion

18.1 The Council and the Association are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, disability, appearance, age or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

18.2 The Council will keep records of the race and ethnic origin of all nominations made to the Association and of all nominees who are offered a tenancy. A summary of this information will be included in the Council's annual report on nominations.

18.3 The Association will monitor its lettings via the CORE and Locata systems or any other approved system.

19. Disputes

19.1 Where any matter the subject of this agreement shall be in dispute, the Council and the Association shall seek to use reasonable endeavours to resolve the same within 28 days of the dispute arising.

19.2 Failing the resolution of the dispute within 28 days of the same arising, the Council and the Association may refer the dispute for the determination by a single expert qualified to deal with the subject matter of the dispute who shall be jointly appointed by the parties within a period of 14 days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Law Society.

19.3 The expert will be instructed to produce his or her determination within 28 days of instruction. 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.

20. Forms

20.1 The following forms are used by officers from the Council and Registered Provider (RP) partners to process and monitor nominations to properties:

- (a) Quarterly lettings form;
- (b) Definitions of headings within the quarterly lettings form;
- (c) Property quality assessment form;
- (d) Request for a nominations form;

- (e) Nominations form;
- (f) Outcome of an offer form;
- (g) Nominations authorised officers list;
- (h) Guidance on when Registered Providers reject Brent nominees.

20.2 The above forms are available from the Council's Nominations/Allocations Team.

Signed on behalf of the London Borough of Brent:

Signature

Name Position:

Date.....

Signed on behalf of [](“The Association”)

Signature

Name.....Position

Date.....

Appendix 1: Schedule of Properties

Mix	Tenure	Flat number	Block Name	Street no	Street name	POST CODE
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APPENDIX 4

Not Used

APPENDIX 5

Restriction

No disposition of the registered estate (other than a charge, or the grant of a leasehold interest in an individual Residential Unit or unit of Commercial Floorspace as defined in the deed of agreement made under Section 106 of the Town and Country Planning Act 1990 dated [●] between the Old Oak and Park Royal Development Corporation and One Portal Way Limited (the "**S106 Agreement**")) by the proprietor of the registered estate is to be registered without a certificate signed by the Old Oak and Park Royal Development Corporation that the provisions of paragraph 5.1 of schedule 7 (inclusion of restrictive covenant not to apply for a parking permit) of the S106 Agreement have been complied with or that they do not apply to the disposition.

APPENDIX 6

Draft Deed of Covenant

DATED 202[●]

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION (1)
AND
[COVENANTOR] (2)

DEED OF COVENANT

THIS DEED is made on 202[●]

BETWEEN:

- (1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION of Brent Civic Centre, 32 Engineers Way, Wembley HA9 0FJ (the "OPDC"); and
- (2) [COVENANTOR] [a company registered in England and Wales (company number [insert company number])] whose registered office is at [insert address] (the "Covenantor")

RECITALS

- (A) The Covenantor has on the date of this deed acquired the Property from the Seller.
- (B) The Covenantor has agreed to comply with the Seller's Obligations in the Original Agreement as if were the Owner named in that Original Agreement.
- (C) The Covenantor has agreed to enter into this Deed of Covenant to record that Agreement.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

Original Agreement	the deed dated [] made between (1) OPDC, (2) the Owner made under Section 106 of the Town and Country Planning Act 1990;
Owner	the party to the Original Agreement so named;
Property	[insert title details] which comprises [part of] the Site as defined in the Original Agreement;
Seller	[insert details];
Seller's Obligations	all obligations and restrictions on the Owner and all covenants provided by the Owner in relation to Controlled Parking Zones in paragraphs 4, 5 and 6 of schedule 7 of the Original Agreement.

- 1.2 Words and expressions defined in the Original Agreement have the same meanings in this Deed unless an alternative meaning is given in this Deed when the alternative meaning will apply.
- 1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2 OBLIGATIONS

The Covenantor covenants with the OPDC to comply with the Seller's Obligations as if the Seller's Obligations were set out in full in this Deed of Covenant and references to the Owner in the Seller's Obligations were references to the Covenantor.

3 EXECUTION

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set out above.

The **COMMON SEAL** of
OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION
was affixed in the presence of:

Authorised Signatory

EXECUTED as a **DEED** by
[COVENANTOR]
acting by a director and
a secretary/two directors:

Director
Director/Secretary

APPENDIX 7

Draft Unilateral Undertaking

DATED 202[●]

FROM:

[] (1)

[] (2)

TO:

[] (3)

UNILATERAL UNDERTAKING

pursuant to Section 16 of the Greater London
Council (General Powers) Act 1974 and all other
powers enabling relating to land known
[]

CONTENTS

Page

THIS UNDERTAKING is made on

202[●]

FROM:

- (1) [] (No. []) [of/whose registered office is at [] (the "Owner"); and
- (2) [] (No. []) [of/whose registered office is at [] (the "Mortgagee").

TO:

- (3) [] of [] (the "Borough").

WHEREAS:

- (A) The Borough is the local authority for the area in the vicinity of the Site for the purposes of Section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation ("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.
- (C) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number [●].
- (D) The Mortgagee has the benefit of a registered charge dated [●] against title number [●].
- (E) The Owner submitted the Planning Application to OPDC.
- (F) At meetings of its Planning Committee on 12 October 2023 OPDC resolved to grant the Planning Permission subject to the Owner entering into the S106 Agreement and securing obligations to restrict Occupiers of the Site from holding parking permits, without which the Planning Permission would not be granted.
- (G) The S106 Agreement has been entered into and the Planning Permission has been granted.
- (H) This Undertaking is being given to satisfy the requirements of paragraph 6 of schedule 7 of the S106 Agreement.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 In this Undertaking the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:

1974 Act	the Greater London Council (General Powers) Act 1974;
1990 Act	the Town and Country Planning Act 1990;
Blue Badge	a disabled parking badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970;
Commencement	the carrying out of a material operation (as defined in Section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: ground investigations for

assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works requires to be undertaken to discharge pre- commencement conditions on the Planning Permission) and "Commenced" shall be construed accordingly;

Commencement Date	the date upon which the Development is Commenced;
CPZ	any controlled parking zone enforced by OPDC as at the date of the S106 Agreement;
Development	[●];
Occupation	the occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupier" shall be construed accordingly;
Parking Permit	a permit issued or to be issued in the future by [LBB][LBE] or [LBHF] to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ
Planning Application	the hybrid application for planning permission submitted to OPDC for the Development and allocated reference number 21/081/OUTOPDC;
Planning Permission	the planning permission for the Development granted by OPDC on [] made pursuant to the Planning Application and shall include any amended, varied or replacement permission granted pursuant to Section 96A or Section 73 of the 1990 Act from time to time;
Residential Unit	a unit of residential accommodation comprised within the Development and falling within Use Class C3;
S106 Agreement	the agreement dated [] and made pursuant to Section 106 of the 1990 Act in respect of the Planning Permission between (1) OPDC and (2) the Owner;
Site	the land known as One Portal Way, North Acton, W3 6RS as shown edged red on the plan annexed to this Undertaking the freehold interest in which is owned by the Owner under title number [];
Use Classes	shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987;
Working Day	any day of the week other than Saturday, Sunday or any bank holiday.

- 1.2 Where in this Undertaking reference is made to a clause paragraph schedule Recital Plan Annex or Appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Undertaking or to a plan annex or appendix attached to this Undertaking.

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

2 LEGAL EFFECT

- 2.1 This Undertaking is made pursuant to Section 16 of the 1974 Act and will come into effect on the date hereof, save for clause 3 which shall come into force upon the Commencement Date.
- 2.2 The covenants undertakings restrictions and requirements imposed upon the Owner under this Undertaking create obligations pursuant to Section 16 of the 1974 Act which are enforceable by the Borough as local authority against the Owner and the Owner's successors in title and assigns.
- 2.3 Insofar as any provisions in this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 2.4 No waiver (whether express or implied) by the Borough of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Borough from enforcing any

of the said covenants, undertakings, terms or conditions or from acting upon any subsequent breach or default.

- 2.5 The covenants, undertakings, restrictions and obligations herein shall be enforceable without any limit of time against the Owner and its respective successors in title and assigns or any person claiming title through or under the Owner to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3 THE OWNER'S COVENANTS

The Owner hereby covenants with the Borough to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in the schedule to this Undertaking.

4 OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING

The Owner hereby warrants that it has full power to enter into this Undertaking and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

5 FURTHER TERMS

- 5.1 The covenants and undertakings in this Undertaking shall be registered by the Borough as local land charges for the purposes of the Local Land Charges Act 1975.
- 5.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

6 NOTICE PROVISIONS

- 6.1 The Owner shall give the Borough written notice of Commencement no later than 10 (ten) Working Days after the Commencement Date.
- 6.2 The Owner shall give the Borough written notice of any change in ownership of any freehold or leasehold interest in the Site no later than 10 (ten) Working Days after such change in ownership and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).
- 6.3 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 Undertaking shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:
- (a) if delivered by hand, the next Working Day after the day of delivery; and
 - (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 6.4 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:

- (a) in the case of the Borough, to [], bearing the reference [] and
- (b) in the case of the Owner, to [].

7 REVOCATION

This Undertaking shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission shall be quashed, modified (without the consent of the Owner) or revoked or if the Planning Permission shall expire prior to Commencement of the Development.

8 LIABILITY UNDER THIS UNDERTAKING

8.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Undertaking:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
- (b) which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.

9 DISPUTE RESOLUTION

9.1 Where the Owner and the Borough (referred to hereafter in this clause as the "**parties**") are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Undertaking or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Undertaking 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.

9.2 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 Undertaking 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 9 on the reference of any of the parties to the Dispute.

9.3 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 9.1, then any party may request:

- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
- (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert; and
- (c) in all other cases, the President of the Law Society to nominate the Expert.

9.4 If the Dispute shall relate to matters falling within two or more of clauses 9.3(a) to 9.3(c) (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 9.3(a) to 9.3(c) (inclusive) to act as joint Experts.

- 9.5 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.
- 9.6 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.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Undertaking and shall require the parties to exchange representations within this period;
 - (b) he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in clause 9.7(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) he shall provide the parties with a written decision (including his reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;
 - (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
 - (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 9.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

10 GOVERNING LAW

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

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby declared that none of the terms of this Undertaking shall be construed as being enforceable by any third party (other than OPDC) pursuant to the Contracts (Rights of Third Parties) Act 1999.

12 [MORTGAGEE'S CONSENT]

- 12.1 The Mortgagee acknowledges and declares that:

- (a) this Undertaking has been entered into by the Owner with its consent;
- (b) the Site shall be bound by the obligations contained in this Undertaking; and

(c) the security of the Mortgagee over the Site shall take effect subject to this Undertaking.

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

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

SITE PLAN

SCHEDULE

Owner's Covenants – Permit Free

The Owner covenants with the Borough:

- 1 Not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit (other than a Blue Badge holder) to apply for a Parking Permit for any CPZ in the Borough's area and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Borough in writing immediately thereafter.
- 2 That all material utilised for advertising or marketing each and every individual Residential Unit with the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge holder) will be issued by the Borough for any Residential Unit.
- 3 That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Residential Units, the following covenants will be imposed (or a covenant of substantially the same nature) in respect of any transfer, tenancy agreement, licence or other instrument entitling Occupation of the Residential Unit:

"the [transferee/lessee] for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the [transferor/lessor] and separately with the [Borough] and OPDC that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Borough for any resident's parking permit (save for a disabled person's "blue badge" issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was in force on or before [insert date of s106 Agreement] (being the date of an agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 between (1) the Old Oak and Park Royal Development Corporation ("OPDC") and (2) One Portal Way Limited, in respect of a planning permission granted by OPDC under reference 21/081/OUTOPDC)) and if such a permit is issued then it shall be surrendered within seven days of written request to do so from the Borough and this covenant shall also be enforceable by OPDC under Section 1 of the Contracts (Rights of Third Parties) Act 1999".
- 4 Upon receiving written request from Borough, to provide the Borough with such evidence as the Borough may reasonably require to demonstrate compliance with this schedule.

APPENDIX 8

Wind Mitigation Works Bond

DATED _____ 20^[*]

[OWNER]

- and -

[SURETY]

- and -

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION

BOND

relating to obligations in S106 Agreement for the delivery of wind mitigation works

THIS BOND dated the day of 20[]

MADE BETWEEN

- (1) **[OWNER]** (Company number []) whose registered office is situate at [] ("the Owner")
- (2) **[SURETY]** of [] ("the Surety") and
- (3) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley HA9 0FJ ("the OPDC")

Preliminary and Definitions

Agreement means an Agreement entered into pursuant to Section 106 of the Town and County Planning Act 1990 dated the [] day of [] 20[] between (1) Old Oak and Park Royal Development Corporation and (2) One Portal Way Limited;

The Bond Sum means the sum of £[300,000] (three hundred thousand pounds) being the Bond to be provided in respect of the Wind Mitigation Works;

The Wind Mitigation Works means the works which the Owner is obliged to execute and complete in accordance with the terms and conditions of schedule 15 to the Agreement to mitigate any Material Wind Impacts in the Wind Assessment Area as are identified during monitoring; and

NOW THIS DEED WITNESSETH as follows:

- 1 The Owner and the Surety are jointly and severally bound to the OPDC for the Bond Sum.
- 2 The OPDC may call for the Surety to make payment to the OPDC if the Wind Mitigation Works have not been carried out and completed to the reasonable satisfaction of the OPDC within 12 months of its receipt of the wind monitoring data pursuant to schedule 15 of the Agreement,
- 3 Any claim hereunder shall be accompanied by a statement signed by the OPDC's solicitor that the amount claimed represents the OPDC's costs of entering the Site and carrying out and completing the Wind Mitigation Works and such statement shall be conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the OPDC. Without prejudice to the generality of the foregoing none of the following shall be required:
 - 3.1 the OPDC being obliged to make any enquiry of the Owner or the Surety;
 - 3.2 the need to take any legal action against the Owner; or
 - 3.3 any proof of default or liability on the part of the Owner.
- 4 The Surety shall within 14 days after service of any claim pay the OPDC the sum specified in such claim and shall not be entitled to delay or withhold payment for any reason notwithstanding any objection by the Owner or any other party provided always that the maximum aggregate liability of the Surety does not exceed the Bond Sum.
- 5 The OPDC may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bond Sum.
- 6 In accordance with paragraph 2.9 of schedule 15 of the Agreement, upon completion of the Wind Mitigation Works to the reasonable satisfaction of the OPDC or receipt of the results of the wind monitoring data for the Development of Phase 1 and the Development of Phase 2

which concludes that there are no Material Wind Impacts in the Assessment Area, whichever is earliest, the OPDC will discharge the Bond Sum in whole or in part, as applicable.

- 7 Without prejudice to the generality of clause 4 the obligations of the Surety under this Bond shall not be affected by any act, omission or matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:
 - 7.1 any time or waiver or accommodation or credit granted to the Owner or the Surety or any abstention from enforcing the OPDC's rights against the Owner or the Surety;
 - 7.2 any variation of or amendment to the Agreement (and references to the Agreement in this Bond shall be references to the Agreement as so varied or amended from time to time);
 - 7.3 any obligation on the part of the Owner being void;
 - 7.4 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;
 - 7.5 any thing or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary.
- 8 This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.
- 9 This Bond shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond.

THIS BOND has been executed as a deed and is delivered the day and year first before written

Executed as a deed and delivered for and	)	
on behalf of	)	
OLD OAK AND PARK ROYAL	)	
DEVELOPMENT CORPORATION		
Authorised Signatory		Authorised Signatory
Name (BLOCK)		Name (BLOCK)
Position		Position

EXECUTED as a **DEED** by
[OWNER]
acting by two directors

Director
Director/Secretary

THE COMMON SEAL of)
[SURETY])
was affixed to this Deed)
in the presence of:

Director
Director/Secretary