

DO NOT
DATED 20 February 2026

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) HOLD MY BRICKS LTD

DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AND ALL OTHER POWERS
ENABLING RELATING TO
618 WESTERN AVENUE LONDON, W3 0TE
(24/0096/FUMOPDC)


Pinsent Masons

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THIS DEED OF AGREEMENT is made on

20th September 2016

2016

BETWEEN:-

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of First Floor, 6-8 Victoria Road, North Acton London W3 6FF ("OPDC")
- (2) **HOLD MY BRICKS LTD (Co Regn No. 13000263)** whose registered office is at 7-12 Tavistock Square London WC1H 9LT ("the Owner")

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable
- (B) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number MX289708.
- (C) The Owner has submitted the Planning Application to OPDC.
- (D) Under a delegated powers decision OPDC authorised the grant of the Planning Permission subject to completion of an agreement under section 106 of the 1990 Act. Without the planning benefits secured through this Deed the grant of the Planning Permission would not be authorised.
- (E) Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

"1980 Act"	means the Highways Act 1980
"1990 Act"	means the Town and Country Planning Act 1990
"2011 Act"	means the Localism Act 2011
"Class"	means a class of the Town and Country Planning (Use Classes) Order 1987 (as amended)
"Commencement"	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) except for the carrying out of any Excluded Works and "Commence" and "Commenced" shall be construed accordingly
"Development"	means redevelopment of the Site to provide a building comprising a self-storage facility (Class B8), together with car and cycle parking, refuse storage, landscaping and associated works
"Excluded Works"	means works of demolition, site investigations, archaeological investigation, decontamination and any remedial work in respect of decontamination or other adverse ground conditions, site clearance, the erection of hoardings or other means of enclosure for site security operations or the erection of temporary buildings structures and/or facilities associated with the development and site preparation works

(including any enabling works, the diversion and/or laying of services, creation of temporary access and any underpinning of third party walls)

"Expert"	has the meaning given in Clause 20.3
"First Occupation"	means first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly
"GLA"	means the Greater London Authority or any successor in statutory function
"Implementation"	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon OPDC under clause 12.1.1 12.1.2 12.2.3 or 12.1.4 below whichever is the earlier and " Implemented ", " Implement " and " Implementation Date " shall be construed accordingly
"Index"	means the RPI Index
"Index Linked"	means subject to indexation in accordance with Clause 18
"Interest"	means interest at a rate of 4% (four per cent) per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment
"London Plan"	means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time
"Monitoring Contribution"	the sum of £8,319 eight thousand three hundred and nineteen pounds (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed
"Occupation"	means the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, security, marketing or display and " Occupy ", " Occupying ", " Occupier " and " Occupied " shall be construed accordingly
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Deed
"Plan 1"	means the plan attached to this Deed at Appendix 1 showing the land known as 618 Western Avenue London W3 OTE edged red
"Plan 2"	Means the plan attached to this deed at Appendix 1 referenced Drawing ITL19796-GA-016
"Planning Application"	means the application for full planning permission for the Development submitted to OPDC and allocated reference number 24/0096/FUMOPDC
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at Appendix 2
"Practical Completion"	means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or

part or parts thereof and "**Practically Complete**" and "**Practically Completed**" shall be construed accordingly

"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other consents under the 1980 Act and/or the obtaining of consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"RPI Index"	means the All Items Index of Retail Prices published by the Office for National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC
"Site"	means the land known as 618 Western Avenue London W3 OTE as shown edged red on Plan 1
"Varied Planning Permission"	means any planning permission(s) issued to amend, vary or replace the Planning Permission granted pursuant to section 73 of the 1990 Act from time to time
"Working Day"	means any day of the week other than Saturday Sunday any bank holiday and any public holiday

- 1.2 The Interpretation Act 1978 shall apply to this Deed.
- 1.3 Where referenced in this Deed reference to a Clause paragraph Schedule Recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a Clause paragraph Schedule or Recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.4 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.
- 1.5 The table of contents, clause headings in the body of this Deed, paragraph headings in the Schedules and the titles of plans are for reference purposes only and do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 References in this Deed to the Owner shall include reference to their respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.7 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.8 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.9 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.10 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.11 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this

Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

- 1.12 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.13 References to the Site include any part of it.
- 1.14 Any notice, notification, consent, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owner shall within 20 (twenty) Working Days upon written request by OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.
- 1.16 Where in this Deed the fulfilment of an obligation, covenant or undertaking on the part of the Owner is subject to the obtaining or securing of Requisite Consents, the Owner shall:-
 - 1.16.1 use reasonable endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.16.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

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

2. **LEGAL BASIS**

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

3. **NATURE OF OBLIGATIONS**

- 3.1 Subject to Clause 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 OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an

interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

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

4. CONDITIONAL AGREEMENT

4.1 This Deed is conditional upon:-

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of the Planning Permission

save in respect of Clause 7 which shall come into effect immediately upon completion of this Deed.

5. OBLIGATIONS GIVEN BY THE OWNER

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

6. OBLIGATIONS OF OPDC

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

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

6.3 OPDC covenants with the Owner that it will repay to the Owner (or the person who made the payment if not the Owner) such amount of any payment made by the Owner to OPDC under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by OPDC of such payment together with interest.

7. LEGAL COSTS AND MONITORING

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

7.2 The Owner covenants with OPDC

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

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

7.3 The Owner covenants with OPDC that:

7.3.1 On the first anniversary of the date on which Implementation occurred and every 6 (six) months thereafter until Occupation of the Development pursuant to the Planning

Permission the Owner shall provide a monitoring report to OPDC ("**Regular Monitoring Report**") which shall set out details of progress in relation to each of the obligations contained in this Deed; and the Owner shall provide a final Regular Monitoring report within 20 (twenty) Working Days of Occupation.

7.3.2 Within 15 (fifteen) Working Days of service of each Regular Monitoring Report on OPDC (or such later date as may either be proposed by the Owner in writing and approved by OPDC or as may be imposed by OPDC and notified in writing to the Owner) the Owner and 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.

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

8. OWNERSHIP

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

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

9. NO ENCUMBRANCES

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

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

10. REGISTRATION

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

10.2 If the Owner fails to notify OPDC that it has made the applications in accordance with this Clause 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 [and the Council] 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 this Clause without the prior written consent of OPDC.

11. **RIGHT OF ACCESS**

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

12. **OWNER TO NOTIFY OPDC**

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

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

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

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

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

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

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

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

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

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

13. **NOTICES**

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

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

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

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

13.2.1 **OPDC:-**

Director of Planning, Old Oak and Park Royal Development Corporation, First Floor 6-8 Victoria Road North Acton London W3 6FF with a duplicate copy of such notice to be sent by email to planningapplications@opdc.gov.uk

13.2.2 The Owner:-

Callum Kemp, Property Director, 7-12 Tavistock Square London WC1H 9LT with a duplicate copy of such notice to be sent by email to Callum@holdstorage.co.uk

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

14. PAYMENTS

14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of The Head of Development Management and using reference **24/0096/FUMOPDC**.

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

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

15. NO WAIVER

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

16. NO FETTER OF DISCRETION

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

17. INTEREST ON LATE PAYMENT

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

18. INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Index from the date of the planning decision referred to in Recital E above until the date of each payment (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the Retail Price Index at the date of each payment respectively (provided that for the avoidance of doubt such indexation shall be upwards-only such that indexation pursuant to this Clause shall never result in a sum or value being less than the amount set out in this Deed).

19. **LIABILITY UNDER THE DEED**

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

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

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

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

20. **DISPUTES**

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

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

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

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

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

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

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

20.3.5 [if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert]; and

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

20.4 If the Dispute shall relate to matters falling within two or more of Clauses 20.3.1 to 20.3.6 (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 20.3.1 to 20.3.6 (inclusive) to act as joint Experts.

- 20.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties (in the absence of manifest error).
- 20.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 (thirty) Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 20.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 20.7.1 he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
- 20.7.2 he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in Clause 20.7.1 to make counter-representations;
- 20.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
- 20.7.4 he shall provide the parties with a written decision (including his reasons) within 10 (ten) Working Days of the last date for receipt of counter-representations;
- 20.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
- 20.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 20.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.
21. **MISCELLANEOUS PROVISIONS**
22. The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Deed.
- 22.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owner herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or a Varied Planning Permission) granted after the date of this Deed.
- 22.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:-
- 22.2.1 expires without the Development having been Implemented; or
- 22.2.2 is quashed, revoked or (without the consent of the Owner) modified.
- 22.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties
- 22.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval,

certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.

- 22.5 No variation to this Deed shall be effective unless made by deed.
- 22.6 All interest earned on sums paid to OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.
- 22.7 Nothing in this Deed shall imply any obligations on the part of OPDC to any person to ensure that the Development is properly constructed.
- 22.8 If OPDC agrees pursuant to a Varied Planning Permission to any variation or release of any condition contained in the Planning Permission (or if any such condition is varied or released following an appeal under section 78 of the 1990 Act) the covenants and provisions of this Deed shall be deemed to bind the Varied Planning Permission and to apply in equal terms to the Varied Planning Permission save where OPDC in their determination of such an application for a Varied Planning Permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

23. **GOVERNING LAW**

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

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

- 24.1 Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms
- 24.2 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

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

**SCHEDULE ONE
HIGHWAY REINSTATEMENT WORKS**

1. DEFINITIONS

- "Highway Agreement"** means an agreement entered into with the Highway Authority pursuant to inter alia sections 38 and 278 of the 1980 Act
- "Highway Authority"** Means Transport for London a statutory body created by the Greater London Authority (GLA) Act 1999 with responsibility for transport facilities and services to, from and within London.
- "Highway Reinstatement Works"** means the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to at least the same condition and standards as shown in the Schedule of Highway Condition approved by OPDC pursuant to paragraph 1.1 of Schedule 3
- "Highway Reinstatement Area"** means [50] metres either side of the highway access as shown on Plan 1
- "Schedule of Highway Condition"** means a schedule of condition relating to the highways and footways within the Highway Reinstatement Area which shall include but not be limited to:
- (a) the line and level of footways and carriageways; and
 - (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages);

2. HIGHWAY REINSTATEMENT WORKS

2.1 The Owner shall:

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

2.2 Prior to Practical Completion of the Development the Owner shall give OPDC the following information for written approval:

- 2.2.1 a proposed specification for the Highway Reinstatement Works to the Highway Reinstatement Area; and
- 2.2.2 a proposed programme for the Highway Reinstatement Works.

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

- 2.3.1 a further Schedule of Highway Condition;
- 2.3.2 a proposed specification for the Highway Works in respect of the repair and reinstatement works to the Highway Reinstatement Area; and
- 2.3.3 a proposed programme for the Highway Works referred to in paragraph 2.3.2.

- 2.4 Following written approval of the information submitted for approval in accordance with paragraphs 2.2 and 2.3 by OPDC, the Owner shall:
- 2.4.1 unless otherwise agreed with OPDC, enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Reinstatement Works; and
 - 2.4.2 thereafter carry out the Highway Reinstatement Works in accordance with the Highway Agreement(s).
- 2.5 Unless otherwise agreed with OPDC the Owner shall not permit any Occupation of the Development until:
- 2.5.1 the information submitted for approval in accordance with paragraphs 2.2 and 2.3 have been approved in writing by OPDC;
 - 2.5.2 the Owner has entered into a Highway Agreement(s) in respect of the Highway Reinstatement Works in accordance with paragraph 2.4; and
 - 2.5.3 the Owner has Practically Completed the Highway Reinstatement Works in accordance with the Highway Agreement(s).

**SCHEDULE TWO
FRAMEWORK TRAVEL PLAN**

1. DEFINITIONS

- "Framework Travel Plan"** means the travel plan to be submitted to OPDC for approval pursuant to paragraph 2.1 of this Schedule which shall:
- (a) promote sustainable modes of transport and discourage use of single car occupancy by Occupiers and visitors to the Development;
 - (b) include the information and measures set out at paragraph 3 of this Schedule;
 - (c) [be in accordance with and expand upon the Framework Travel Plan ref. JG/BD/DW/NMITL19796-002A dated June 2024 submitted with the Planning Application and
- "Modal Split Targets"** means the modal split targets identified in the approved Framework Travel Plan
- "Sustainable Transport Measures"** means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) **PROVIDED THAT** such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
- "Travel Plan Monitoring"** means monitoring of the approved Framework Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: -
- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
 - (b) monitoring of the usage of the car parking which is available for use in the Development; and
 - (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development.
- "Travel Plan Monitoring Period"** means from First Occupation until 5 (five) years after First Occupation
- "Travel Plan Monitoring Officer"** means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Framework Travel Plan
- "Travel Plan Monitoring Report"** means a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of (i) First Occupation (in the case of the first such report) or (ii) the previous Travel Plan Monitoring Report (in the case of subsequent reports) and such report shall include:-
- (a) details of trip generation rates;
 - (b) details of mode share and change in mode share over time;

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

2. SUBMISSION OF FRAMEWORK TRAVEL PLAN

2.1 At least six (6) months prior to First Occupation the Owner shall:-

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

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

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

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

3. CONTENTS OF FRAMEWORK TRAVEL PLAN

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

- 3.1.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 3.1.2 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;
- 3.1.3 provide objectives and targets over the life of the Framework Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- 3.1.4 set out how monitoring travel surveys will be undertaken;
- 3.1.5 contain proposals for monitoring compliance with the Framework Travel Plan and achievement of the objectives and targets; and
- 3.1.6 set out a clear process for review, consultation and approval of changes (and specifically targets) with OPDC.

4. REVIEW OF FRAMEWORK TRAVEL PLAN

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

5. MODAL SPLIT TARGETS

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

6. TRAVEL PLAN MONITORING CONTRIBUTIONS

- 6.1 The Owner shall:-
 - 6.1.1 pay £1000 (one thousand pounds) (Index Linked) to OPDC prior to the first anniversary of First Occupation of the Development;
 - 6.1.2 not allow or permit First Occupation of the Development unless and until the first instalment of the Travel Plan Monitoring Contribution has been paid to OPDC in accordance with paragraph 6.1.1 of this Schedule
 - 6.1.3 pay £1000 (one thousand pounds) (Index Linked) to OPDC prior to the third anniversary of First Occupation of the Development;
 - 6.1.4 pay £1000 (one thousand pounds) (Index Linked) to OPDC prior to the fifth anniversary of First Occupation of the Development;

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

**SCHEDULE THREE
TWO CODE OF CONSTRUCTION PRACTICE**

1. DEFINITIONS

- | | |
|--|---|
| "Construction Management Contribution" | means the sum of £11,127 (Eleven thousand one hundred and twenty seven pounds) (Index Linked) towards the cost of OPDC's comprehensive construction management and monitoring of development construction within the area |
| "Construction Management Plan" | means a plan to be submitted by the Owner to OPDC in accordance with this Schedule and which shall ensure compliance with OPDC's Code of Construction Practice, relevant Transport for London guidance and Construction Logistics and Community Safety standards and which shall be prepared in consultation with local stakeholders (including residents, businesses and interest grounds in the vicinity of the Site) and which shall tie in the CEMP secured by planning condition 8 (or such other condition which provides for the CEMP) |
| "Construction Transport Management Group" | means OPDC's Construction Transport Management Group set up to ensure co-ordinated construction activity in the area |

2. CODE OF CONSTRUCTION PRACTICE

2.1 The Owner covenants to OPDC that the Owner shall:-

- 2.1.1 submit the Construction Management Plan to OPDC for approval prior to the Commencement of Development;
- 2.1.2 not Commence any part of the Development until the Construction Management Plan has been approved by OPDC pursuant to paragraph 2.1.1 of this Schedule;
- 2.1.3 thereafter, comply with and implement the approved Construction Management Plan during the construction of the Development.

3. CONSTRUCTION MANAGEMENT CONTRIBUTION

3.1 The Owner covenants to OPDC that the Owner shall:

- 3.1.1 pay the Construction Management Contribution to OPDC prior to the Commencement of Development;
- 3.1.2 not Commence any part of the Development unless and until the Construction Management Contribution has been paid in full to OPDC pursuant to paragraph 3.1.1 of this Schedule.

4. CONSTRUCTION TRANSPORT GROUP

4.1 The Owner covenants to OPDC that the Owner shall participate in the Construction Transport Management Group during the construction of the Development.

SCHEDULE FOUR TRAINING AND SKILLS

1. DEFINITIONS

Affordable Workspace Contribution	Means the sum of £315,554 (three hundred and fifteen thousand five hundred and fifty four pounds (index linked) in lieu of onsite provision of affordable workspace
“Apprentice”	means a work based skills training programme(s) facilitated by the National Apprenticeships Service or trade specific accreditation bodies which lead to nationally recognised qualifications, combining employment with learning and training at a minimum of NVQ Level 2 (or equivalent) to be employed by the Owner on the Apprentice Terms and “Apprenticeships” shall be construed accordingly
“Apprentice Terms”	means: <ul style="list-style-type: none">(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 subcontract the Owners 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
"Construction Period"	means the period from the Implementation Date to the date of Practical Completion of the Development
“Employment Training and Skills Contribution”	means the sum of £18,500 (eighteen thousand five hundred pounds) (Index Linked) to be paid by the Owner to OPDC to support employment, training and skills (including off Site skills and training centres) and local supply chain initiatives in the area
“Local Labour, Skills and Employment Strategy and Management Plan”	means a plan setting out the written strategy and management of local labour, skills and employment opportunities for the Site during the Construction Period which: <ul style="list-style-type: none">(a) sets out the partnership arrangements for how the Owner and its contractors and sub-contractors will work with OPDC (and the LBB, LBE and LBHF 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(b) sets out agreed protocols and processes for joint working between the Owner and OPDC (and the 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

"London Living Wage"	means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save
"Local Business"	means any business, trade, service, profession or industry whose established place of business is within the LBB, LBE and/or LBHF
"Local Resident(s)"	means a person who is resident in the LBB, LBE or LBHF, such residency to be proven by the production of two valid proofs of address which are no more than 3 (three) months old, for example:- (a) council tax statement (b) utility bills (c) bank statements or (d) other correspondence from government or state bodies
"Operational Period"	means the period after Practical Completion of the Development when the Development shall be in operation and Occupied
"Other Pathways to Employment"	alternative routes for Local Residents to access jobs created by the Development, including: (a) work experience placements for students or jobseekers; (b) internships or traineeships linked to the construction of the Development; (c) pre-employment training programs delivered by OPDC, LBB, LBE or LBHS skills or training initiatives; and community employment schemes targeting disadvantaged groups
"Supply Chain Contribution"	means the sum of £6,400 (six thousand four hundred pounds) (Index Linked) to be applied towards developing local supply chain initiatives in the OPDC area

2. EMPLOYMENT TRAINING AND SKILLS

2.1 The Owner shall:

- 2.1.1 submit a Local Labour, Skills and Employment Strategy and Management Plan to OPDC for written approval prior to the Commencement of the Development;
- 2.1.2 not Commence the Development until the Local Labour, Skills and Employment Strategy and Management Plan has been approved in writing by OPDC; and
- 2.1.3 implement and comply at all times with the approved Local Labour, Skills and Employment Strategy and Management Plan during the Construction Period, subject to such amendments as may be agreed in writing with OPDC from time to time.

2.2 The Owner shall use Reasonable Endeavours to ensure that not less than

- 2.2.1 5 (five) Apprenticeships and 5 (five) Other Pathways to Employment during the Construction Period are filled by Local Residents with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2 and 50 (fifty) per cent of the apprenticeships being new apprenticeships;
 - 2.2.2 10 (ten) per cent of the build cost during the Construction Period is to be spent on Local Businesses and supplies;
 - 2.2.3 20 (twenty) per cent of job opportunities during the Operational Period are filled by Local Residents with each end use job during the Operational Period providing a minimum of 26 weeks of employment.
- 2.3 The Owner shall use Reasonable Endeavours to ensure that each person employed pursuant to paragraph 2.2 of this Schedule shall be:
- 2.3.1 a Local Resident;
 - 2.3.2 paid at a rate of not less than the London Living Wage;
 - 2.3.3 and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub-contract the Owner shall ensure the continuation of the relevant apprenticeship elsewhere on the Development;
 - 2.3.4 supported through paid day release to undertake relevant training; and
- 2.4 provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.
- 2.5 The Owner shall provide to OPDC (or procure the provision of) through such systems as OPDC reasonably requires (which may include the use of an electronic portal) quarterly monitoring data during the Construction Period and/or the Operational Period and at the end of each such period to demonstrate compliance with the provisions of this paragraph 2.5 and progress against the target number(s) of employment, training and skills targets.
- 2.6 Where the Owner cannot demonstrate to the OPDC's reasonable satisfaction that Reasonable Endeavours have been undertaken to achieve the employment, training and skills targets set out within paragraph 2.2, then OPDC may serve written notice on the Owner seeking the following contributions shall be payable by the Owner to OPDC in respect of any shortfall in delivery of each type of employment opportunity:
- 2.6.1 £30,000 (thirty thousand pounds) (Index Linked) per apprenticeship;
 - 2.6.2 £25,000 (twenty five thousand pounds) (Index Linked) per job.
- 2.7 The Owner covenants with OPDC that where the Owner receives written notice from OPDC seeking a compliance payment pursuant to paragraph 2.6 of this Schedule, payment will be made by the Owner to OPDC within the timescale stipulated in that written notice (which shall be not less than 28 Working Days).
- 2.8 OPDC covenants with the Owner that any compliance payment received by it shall be applied by OPDC to employment and skills initiatives operating in LBB, LBE and/or LBHF and that the Owner shall be given (on request) written notice of the manner of application by OPDC of any compliance payment made pursuant to this Schedule.
- 3. EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTION**
- 3.1 The Owner covenants with OPDC that the Owner shall:
- 3.1.1 prior to Commencement of Development pay the Employment, Training and Skills Contribution to OPDC

3.1.2 not allow or permit the Commencement of Development unless and until the Owner has paid the Employment, Training and Skills Contribution in full to OPDC pursuant to paragraph 3.1.1 of this Schedule.

4. AFFORDABLE WORKSPACE CONTRIBUTION

4.1 The Owner covenants with OPDC that the Owner shall:

4.1.1 prior to the Commencement of Development pay the Affordable Workspace Contribution to OPDC;

4.1.2 not allow or permit the Commencement of Development unless and until the Owner has paid the Affordable Workspace Contribution in full to OPDC pursuant to paragraph 4.1.1 of this Schedule.

5. SUPPLY CHAIN CONTRIBUTION

5.1 The Owner covenants with OPDC that the Owner shall:

5.1.1 prior to the Commencement of Development pay the Supply Chain Contribution to OPDC;

5.1.2 not allow or permit the Commencement of Development unless and until the Owner has paid the Supply Chain Contribution in full to OPDC pursuant to paragraph 5.1.1 of this Schedule.

**SCHEDULE FIVE
ENERGY AND SUSTAINABILITY**

1. **DEFINITIONS**

"Alternative Heat Solution"	means the alternative low carbon heat solution for the Development, set out in the Energy Strategy
"Be Seen" Guidance	Means the London Plan "Be Seen" energy monitoring guidance dated September 2021 (or any document that may replace it).
"Carbon Offset Contribution"	means the sum (index linked) calculated at a rate of £95 per tonne of carbon over 30 (thirty) years) shortfall in carbon emission savings as identified by the CO ² Audit
"CO² Audit"	means an audit of the CO ² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
"Connection Notice"	means a written notice issued by OPDC confirming that the District Heating Network is operational and available to provide a connection and supply to the Development
"Core Terms"	<p>means the following key terms that must be included within the Connection and Supply Agreement:</p> <ul style="list-style-type: none"> (a) consumer protection measures and service standards equivalent to those applicable under the Heat Trust Scheme Rules and, following the same being introduced into law, Heat Network Regulation; (b) a commitment that the Total Cost of the connection to and supply from the District Heating Network will not exceed the Counterfactual Cost; and <p>a commitment that OPEN ESCO will provide a supply of heat to the Development by the Heat-on Date, either from the District Heating Network or a suitable temporary heat source (subject to market standard relief events, including force majeure)</p>
"Connection and Agreement"	Supply a connection and supply agreement with OPEN ESCO to connect the Development to the District Heating Network and, thereafter, provide a bulk supply of heat
"Counterfactual Cost"	means the all-in cost of the Alternative Heat Solution, calculated in accordance with the approach set out in the Annex to this Schedule
"Defects Liability Period"	means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;

"District Heating Network"	means an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site
"Energy Strategy"	means the energy strategy submitted with the Planning Application for the Development entitled 'Energy and Sustainability Statement (Version 3 Rev A)' dated March 2025
"Future Proofing Measures"	<p>means technical measures to be incorporated within the Development to ensure that it can connect to the District Heating Network when it becomes available, such measures to be compliant with the Guidance and include (without limitation):-</p> <ul style="list-style-type: none"> (a) installation of sufficiently sized external buried pipework in identified distribution routes to enable connection to the District Heating Network; (b) installation of pipework in the fabric of buildings necessary to connect to the District Heating Network; (c) suitable plant space provision for a future plate heat exchanger; (d) heating system tap-offs, provision of 'tees' and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger to the District Heating Network; (e) provision of secondary side pipework, tertiary heat networks and heat interface units designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating and to provide low return temperatures to the District Heating Network; (f) a centralised heating system allowing the District Heating Network to connect into a single point of supply for the Development, with multiple connection points only being permissible where the Development comprises multiple separate blocks and a clear conduit route for the District Heating Network pipework and substation space for each block is reserved; (g) a secondary heating system that delivers flow and return temperatures and water quality specifications which are compliant with Guidance; (h) reservation of a conduit route from the plot boundary of the Development to the substation location, such route being sufficiently wide and clear of other services

and obstructions so as to not obstruct the excavation of the route and installation of underground pipework for the District Heating Network; and

- (i) construction of a heating substation space of sufficient dimensions to locate future heat exchangers to allow the transfer of heat from the District Heating Network to the secondary heating system, the substation must be appropriately located such that the substation can serve the Development's heating system in the future and such that the conduit route connects it with the plot boundary

"Guidance" means:-

- (a) CP1 - Heat Networks Code of Practice for the UK 2020 developed by CIBSE; and
- (b) The District Heating Manual for London, developed by GLA

"Heat Network Regulation" means the regulatory framework in relation to the heat network sector overseen by Ofgem and including the requirements introduced pursuant to the Heat Network (Market Framework) (Great Britain) Regulations 2025 and any regulations made under the Heat Network (Market Framework) (Great Britain) Regulations 2025

"Reportable Unit" means a Reportable Unit (Energy Centre), or Reportable Unit (Non-Residential);

"Reportable Unit (Energy Centre)" means either a connection to a third-party District Heating Network, or a self-contained Energy Centre or energy system serving the Site

"Reportable Unit (Non-Residential)" means a Building with a single occupier/tenant or a Building with multiple tenants

2. CONNECTION TO THE DISTRICT HEATING NETWORK – PRE COMMENCEMENT OF DEVELOPMENT

2.1 The Owner covenants with OPDC that it shall comply with this paragraph 2 in the event it is confirmed that the District Heating Network will be available prior to the anticipated date of First Occupation.

2.2 The Owner shall use reasonable endeavours to complete a Connection and Supply Agreement with OPEN ESCO no later than 3 months prior to the Commencement of Development.

2.3 Where a Connection and Supply Agreement has been completed:-

2.3.1 the Development shall be designed and constructed to facilitate and then connect to the District Heating Network as its exclusive source of heat provision; and

2.3.2 the Development shall not be Occupied unless the Development has been connected to the District Heating Network (or any temporary solution provided for in the completed Connection and Supply Agreement) and the District Heating Network supply or supply from the permitted temporary solution is operational.

2.4 Where a Connection and Supply Agreement has not been completed 3 (three) months before the Commencement of Development the Owner shall submit a Non-Connection Notice to OPDC.

- 2.5 As part of the Non-Connection Notice the Owner shall submit evidence to the satisfaction of OPDC that:-
- 2.5.1 it has complied with its obligations under paragraph 2.2 of this Schedule; and
 - 2.5.2 OPEN ESCO has failed to offer to enter into a Connection and Supply Agreement meeting the Core Terms.
- 2.6 OPDC shall consider the Non-Connection Notice and confirm in writing (with an explanation of the reasoning for its determination) either:-
- 2.6.1 that it accepts the representations made by the Owner in the Non-Connection Notice; or
 - 2.6.2 that it does not accept the representations made by the Owner within the Non-Connection Notice.
- 2.7 Where OPDC confirms that it accepts the representations set out in the Non-Connection Notice:-
- 2.7.1 the Owner shall proceed to install the Alternative Heat Solution;
 - 2.7.2 no part of the Development shall be Occupied unless and until the Owner has submitted and obtained OPDC's approval to a report demonstrating that the approved Alternative Heat Solution has been incorporated within the Development.
- 2.8 Where OPDC confirms that it does not accept the representations made by the Owner within the Non-Connection Notice the Parties shall refer the matter to an expert (the "Expert") in accordance with Clause 20.
- 2.9 Where the Expert determines that the representations set out in the Non-Connection Notice are not agreed:
- 2.9.1 no Development shall be Commenced until a Supply and Connection Agreement has been entered into; and
 - 2.9.2 paragraph 2.3 of this Schedule shall apply.
- 2.10 Where the Expert determines that the representations set out in the Non-Connection Notice are agreed, the provisions of paragraph 2.7.1 and 2.7.2 of this Schedule shall apply.
- 3. CONNECTION TO THE DISTRICT HEATING NETWORK – POST COMPLETION OF DEVELOPMENT**
- 3.1 The Owner covenants with OPDC that it shall comply with this paragraph 3 in the event it is confirmed that the District Heating Network will not be available prior to the anticipated date of First Occupation, with a view to securing a connection to the District Heating Network, when the District Heating Network becomes available.
- 3.2 The Development shall be designed and constructed to connect to or not to prejudice a future connection to District Heating Network.
- 3.3 No Development shall be Commenced until the Owner has submitted and obtained OPDC's written approval to the Future Proofing Measures.
- 3.4 No part of the Development shall be First Occupied unless and until the Owner has submitted and obtained OPDC's approval to a report demonstrating that the approved Alternative Heat Solution and approved Future Proofing Measures have been incorporated within the Development.
- 3.5 Subject to paragraph 3.10 of this Schedule, following the District Heating Network becoming operational, OPDC may issue a Connection Notice to the Owner.

- 3.6 Following receipt of the Connection Notice the Owner shall use all reasonable endeavours to complete a Connection and Supply Agreement with OPEN ESCO within 9 (nine) months of receipt of the Connection Notice.
- 3.7 Where a Connection and Supply Agreement has been completed the Owner shall inform OPDC in writing following completion of the connection of the Development to the District Heating Network.
- 3.8 Where a Connection and Supply Agreement has not been completed within 9 (nine) months of receipt of the Connection Notice the Owner shall be entitled to submit a Non-Connection Notice to OPDC.
- 3.9 As part of the Non-Connection Notice, the Owner shall submit evidence to the reasonable satisfaction of OPDC that:-
- 3.9.1 it has complied with its obligations under paragraph 3.4 of this Schedule; and
- 3.9.2 OPEN ESCO has failed to offer to enter into a Connection Supply Agreement meeting the Core Terms.
- 3.10 OPDC shall consider the Non-Connection Notice and confirm in writing (with an explanation of the reasoning for its determination) either:-
- 3.10.1 that it accepts the representations made by the Owner within the Non-Connection Notice; or
- 3.10.2 that it does not accept the representations made by the Owner within the Non-Connection Notice.
- 3.11 Where OPDC confirms that it accepts the representations made by the Owner within the Non-Connection Notice, the Owner shall have no obligation under this Agreement to connect the Development to the District Heating Network.
- 3.12 Where OPDC confirms that it does not accept the representations made by the Owner within the Non-Connection Notice, the Parties refer the matter to an Expert in accordance with Clause 20.
- 3.13 Where the Expert determines that the representations set out in the Non-Connection Notice are not agreed the Owner shall:
- 3.13.1 be required to enter into the Supply and Connection Agreement within four weeks of the date of the Expert's determination; and
- 3.13.2 inform OPDC in writing following completion of the connection of the Development to the District Heating Network.
- 3.14 Where the Expert determines that the representations set out in the Non-Connection Notice are agreed, the Owner shall have no obligation under this Agreement to connect the Development to the District Heating Network.
- 3.15 OPDC shall not be entitled to serve a Connection Notice in the period from Commencement of Development until the date falling 5 years following First Occupation.
- 4. CARBON OFF-SET CONTRIBUTION**
- 4.1 Prior to Practical Completion of the Development, the Owner will submit to OPDC for written approval details of the consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.
- 4.2 Within 20 (twenty) Working Days of First Occupation the Owner shall commission the CO² Audit and give written notification of such fact to OPDC.

4.3 On completion of the CO2 Audit the CO2 Audit shall be submitted to OPDC for written approval, and the Owner will pay the Carbon Offset Contribution to OPDC within 20 (twenty) Working Days of submission of OPDC's approval of the CO² Audit.

5. **BE SEEN ENERGY MONITORING**

5.1 The Owner covenants with OPDC that prior to First Occupation of the Development the Owner shall

5.1.1 provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the development in accordance with the methodology in the 'As-built stage' chapter / section of the "Be Seen" Guidance

5.1.2 confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' Guidance

5.2 The Owner covenants with OPDC that:

5.2.1 On the first anniversary of the date on which First Occupation occurred or following the end of the Defects Liability Period (whichever is the later) and on the first second third and fourth anniversaries of that date provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance

5.2.2 In the event that the 'In-use stage' evidence submitted under Clause 5.2.1 shows that the 'As-built stage' performance estimates supplied under Clause 5.1.1 the Owner will

(a) Investigate and identify the causes of underperformance

(b) Identify potential mitigation measures which would be reasonably practicable to implement

(c) Detail the potential mitigation measures in the relevant comment box of the 'Be Seen' in-use stage reporting webform.

(d) Supply to and agree with the GLA a mitigation action plan including as a minimum the measures identified in Clause 5.2.2 and a proposed timescale for implementation.

(e) Implement the action plan within 28 days of it being approved by the GLA.

5.2.3 All data and supporting evidence will be submitted to the GLA using the 'Be Seen' as built stage reporting webform (<https://www.london.gov.uk/what-wedo/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>).

ANNEXE: CALCULATION OF COUNTERFACTUAL COSTS

1. The Counterfactual Costs shall be calculated in accordance with this Annex to Schedule 9.
2. Where the Connection and Supply Agreement is to be entered into prior to Commencement of Development, in accordance with paragraph 2 of Schedule 9, the Counterfactual Cost shall be the aggregate of:-
 - 2.1 **Capital Expenditure** - all capital costs that would reasonably be expected to be incurred by the Owner in connection with the design, procurement, installation and commissioning of the Alternative Heat Solution that will be avoided through connection to the District Heating Network including:-
 - 2.1.1 the capital cost of the plant and equipment (e.g. heat pump, boilers, thermal stores), including ancillary equipment (including electrical infrastructure, buffer tanks etc);
 - 2.1.2 costs associated with the construction or adaptation of the Development to house the Alternative Heat Solution (e.g. structural reinforcement, acoustic treatment works, ventilation etc);
 - 2.1.3 the cost of securing additional electrical capacity for the purpose of operating the Alternative Heat Solution; and
 - 2.1.4 design, construction and labour costs, including professional fees, contractor / sub-contractor costs (including margin and contingency),
 - 2.2 **Operational Expenditure** – all operational costs that would reasonably be expected to be incurred by the Owner (or management company / other responsible party) in connection with the operation and maintenance of the Alternative Heat Solution over the Reference Period including:-
 - 2.2.1 the cost of electricity (or other fuel, including standing charges and variable charges) required to power the Alternative Heat Solution to meet the estimated heat demand for the Development (based on a reasonable forecast of demand and expected co-efficiency of performance of the Alternative Heat Solution); and
 - 2.2.2 the cost of planned preventative maintenance (including contractor / subcontractor costs and margin) for a service that provides 24/7 365 a year call-out including all spare parts and consumables.
 - 2.3 **Rep-ex and Lifecycle Expenditure** – all repair and lifecycle replacement costs (including parts and repairs) that would reasonable be expected to be incurred by the Owner (or the management company / other responsible party) in connection with Alternative Heat Solution over the Reference Period including the cost of plant replacement / major refurbishment costs within the lifecycle of the Alternative Heat Solution (based on a reasonable forecast of the expected design life).
 - 2.3.1 Where the Connection and Supply Agreement is to be entered into following first Occupation of Development, in accordance with paragraph 3 of Schedule 9, the Counterfactual Cost shall be the aggregate of:-
 - 2.4 **Operational Expenditure** – all operational costs that would reasonably be expected to be incurred by the Owner (or management company / other responsible party) in connection with the operation and maintenance of the Alternative Heat Solution over the Reference Period including:-
 - 2.4.1 the cost of electricity (or other fuel, including standing charges and variable charges) required to power the Alternative Heat Solution to meet the estimated heat demand for the Development (based on the historic demand and demonstrated actual co-efficiency of performance of the Alternative Heat Solution as at the date of the Connection Notice); and
 - 2.4.2 the cost of planned preventative maintenance (including contractor / subcontractor costs and margin).

- 2.5 **Rep-ex and Lifecycle Expenditure** – all repair and lifecycle replacement costs that would reasonable be expected to be incurred by the Owner (or the management company / other responsible party) in connection with Alternative Heat Solution over the Reference Period including the cost of plant replacement / major refurbishment costs within the lifecycle of the Alternative Heat Solution (based on a reasonable forecast of the remaining economic life of the Alternative Heat Source as of the date of the Connection Notice and taking into account the state and condition of the Approved Low Carbon Heating Solution at the point of assessment (its residual value); and
3. Provided That where the Alternative Heat Solution would need to be decommissioned or disconnected prior to connecting to a District Heating Network the aggregate sum of a) and b) shall then be reduced by (i) any capital costs which would be incurred in connection with the decommissioning, disconnection and/or mothballing of the Alternative Heat Solution and all associated infrastructure and reasonable costs of repair and making good that the Owner or management company would incur in connecting to a District Heating Network that would not, otherwise have incurred.
4. As part of the negotiations in relation to entry into a Connection and Supply Agreement in accordance with paragraph 2 or 3 (as applicable) of schedule [9], the Owner shall collaborate in good faith to agree the Counterfactual Cost with OPDC and OPEN ESCO (including providing reasonable supporting evidence / documentation to allow the Counterfactual Cost to be transparently and accurately calculated).

SCHEDULE SIX DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
"Design Conditions"	means Conditions of the Planning Permission and "Design Condition" means any one of them
"Design Monitoring Contribution"	means the sum of £50,000 (fifty thousand pounds in the event of a Trigger Event to be paid in accordance with 3.1 of this Schedule to meet 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 OPDC's internal staff costs and/or the costs of third party consultants retained by OPDC (including the costs of the Monitoring Team)
"Lead Architect"	means DMWR Architects 16-18 Hatton Gardens London EC1N8AT
"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
"Planning Team"	means the senior design team from the Lead Architect responsible for preparation of the Planning Application
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Trigger Event"	means a Design Team Statement submitted pursuant to paragraph 2.1 that confirms one or more members of the Planning Team are no longer retained;

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the details of the design team who were involved in the preparation of these details and confirmation that the Lead Architect has produced and approved all related design documentation (the "**Design Team Statement**"):
- 2.1.1 an application pursuant to any of the Design Conditions;
 - 2.1.2 an application for a S96A Amendment which seeks amendments to Approved Drawings;
 - 2.1.3 an application for a S73 Permission which seeks amendments to Approved Drawings.

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

3. **DESIGN MONITORING CONTRIBUTION**

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

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

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

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

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

3.2.2 pay to OPDC (in the case where paragraph 3.1.2 of this Schedule applies) within 10 Working Days of demand the Design Monitoring Contribution

4. **RESTRICTION ON DEVELOPMENT**

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

4.2 No Development shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Lead Architect appointed (or any architect appointed pursuant to paragraph 3.1.1 of this Schedule) in respect of the Development shall be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings.

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



William
Authorised Officer

Maria
Authorised Officer

Name (BLOCK) WILLIAM WILLIAMS

Name (BLOCK) CLAIRE O'BRIEN

Position DIRECTOR OF
PLANNING

Position HEAD OF PLANNING -
DEVELOPMENT MANAGEMENT

Executed as a Deed by **HOLD
MY BRICKS LTD**
acting by two directors

[Signature]
Signature of Director

FLS de Ryckman de Betz
Full Name (Director)

[Signature]
Signature of Director

CALLUM KEMP
Full Name (Director)

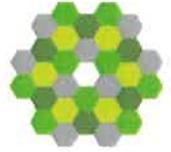
APPENDIX 1 - PLANS

Plan 1 showing the land known as 618 Western Avenue London W3 OTE edged red

Plan 2 showing the Highway Reinstatement Area

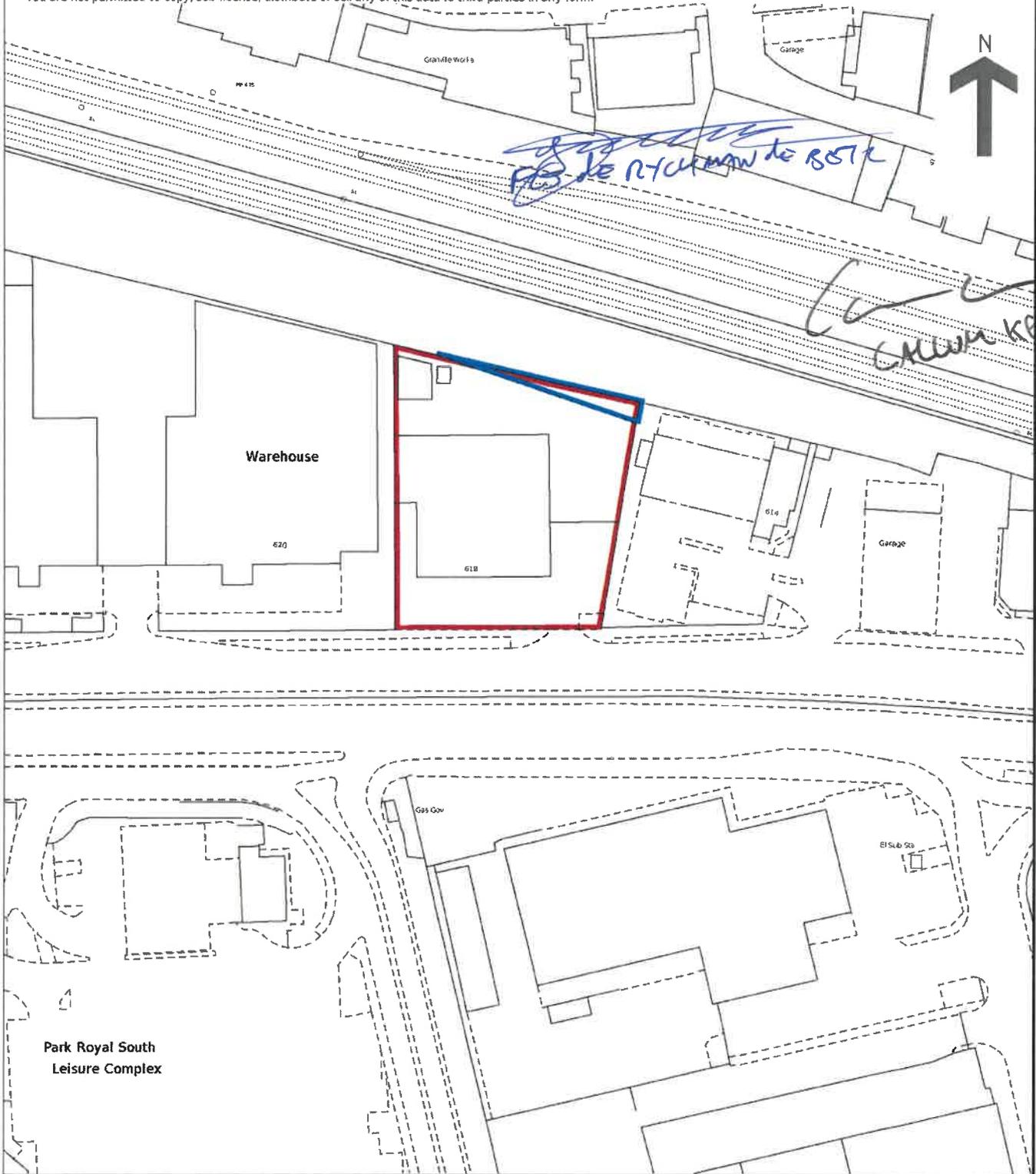
HM Land Registry
Official copy of
title plan

Title number **MX289708**
Ordnance Survey map reference **TQ1982SW**
Scale **1:1250**
Administrative area **Ealing**

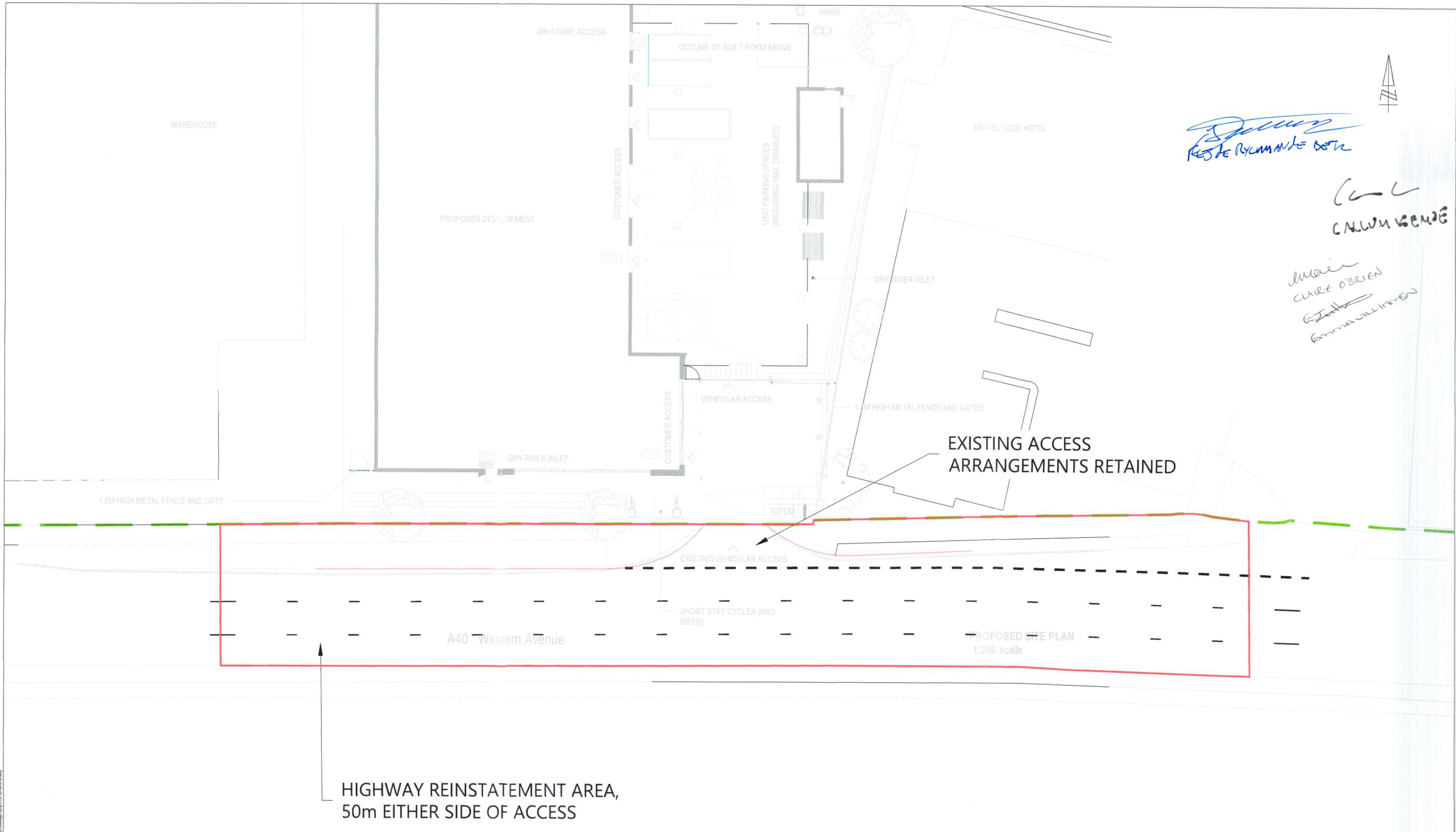


Morgan
CLAIRE O'BRIEN

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CLAIRE O'BRIEN
CLAIRE O'BRIEN



Reserve Requirements both

CALLUM GEMME

MAIR CLARE O'BRIEN

EMMA WILLIAMS

DRAWING ISSUED FOR FEASIBILITY, CONCEPTUAL AND PLANNING PURPOSES ONLY. DRAWING NOT TO BE USED FOR CONSTRUCTION. ITP ACCEPTS NO RESPONSIBILITY FOR ERRORS MADE BY OTHERS BY SCALING FROM THIS DRAWING. REQUIREMENTS SHOULD BE TAKEN FROM RELEVANT DIMENSIONS ONLY. COM REQUIREMENTS CONSIDERED AT FEASIBILITY STAGE ONLY. FURTHER CONSULTATION REQUIRED BY LOCAL AUTHORITY TEAM. © BROWN COPYRIGHT 2014. LICENCE NO. 40300017921



KEY:

---	HIGHWAY BOUNDARY
---	HIGHWAY REINSTATEMENT AREA

i-Transport

33 Queen Street, London, EC4R 1AP Tel: 0204 531 3660

www.i-transport.co.uk

REV	DATE	BY	DESCRIPTION	CHK	APD	PROJECT:	TITLE:	CLIENT:
			FOR INFORMATION			HOLD, WESTERN AVENUE	HIGHWAY REINSTATEMENT AREA	HOLD STORAGE

DRAWN: TA	CHECKED: DW	APPROVED: NM
PROJECT No: ITL19796	SCALE @ A2: 1:250	DATE: 15.01.26
DRAWING No: ITL19796-GA-016		REV: -

**APPENDIX 2
DRAFT PLANNING PERMISISON**



FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Hold My Bricks Ltd and Glory Properties
C/o Pegasus Group
4 The Courtyard
Lockington
Derby
DE74 2SL

Agent

Beth Lambourne
Pegasus Group
4 The Courtyard
Lockington
Derby
DE74 2SL

Part I - Particulars of Application

Date of Application: 20-June-2024

Application No: 24/0096/FUMOPDC

Proposal: Redevelopment of the site to provide a building comprising a self-storage facility (Class B8), together with car and cycle parking, refuse storage, landscaping and associated works.

Location: 618 Western Avenue, London W3 0TE

Part II - Particulars of Decision

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

Conditions

1. COMPLIANCE – Time limit

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

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

2. COMPLIANCE – Approved Plans

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

- 16666-DMWR-PL-DR-A-0001 P01 – Site Location Plan
- 16666-DMWR-PL-00-DR-A-0003 P01 – Existing Block Plan
- 16666-DMWR-PL-DR-A-0004 P01 – Existing Elevations
- 16666-DMWR-PL-DR-A-0006 P01 – Existing Street Elevation
- 16666-DMWR-PL-DR-A-0005 P01 – Existing Sections
- 16666-DMWR-PL-DR-A-0002 P01 – Existing Site Plan
- 16666-DMWR-PL-DR-A-0007 P01 – Proposed Demolition Plan
- 16666-DMWR-A-DR-PL-0300 P04 – Proposed Site Plan
- 16666-DMWR-A-DR-PL-0301 P04 – Proposed Ground Floor Plan
- 16666-DMWR-A-DR-PL-0302 P03 – Proposed First Floor Plan
- 16666-DMWR-A-DR-PL-0303 P03 – Proposed Level 2 Plan
- 16666-DMWR-A-DR-PL-0304 P03 – Proposed Levels 3 and 4 Plan
- 16666-DMWR-A-DR-PL-0305 P02 – Proposed Roof Access Level Plan
- 16666-DMWR-A-DR-PL-0306 P04 - Proposed Roof Plan
- 16666-DMWR-A-DR-PL-0309 P02 – Proposed North and West Elevations
- 16666-DMWR-A-DR-PL-0308 P05 – Proposed South and East Elevations
- 16666-DMWR-A-DR-PL-0307 P03 – Proposed Sections AA and BB
- 16666-DMWR-PL-DR-A-0108 P01 – Proposed Boundary Treatment
- P23-1253 PEG 00 00 DR L 0001 F - Detailed Soft Landscaping Plan
- P23-1253 PEG 00 00 DR L 0002 G – Urban Greening Factor
- 16666-DMWR-A-DR-PL-0110 P01 – Proposed Entrance Portal Elevation
- Air Quality Assessment by SRE dated March 2025
- Addendum to Economic Benefits Analysis by Pegasus Group dated June 2025
- Arboricultural Impact Assessment by Landarb Solutions dated February 2025
- BREEAM Assessment by SRE dated March 2025
- Built Heritage Statement by Pegasus Group dated June 2024
- Built Heritage Statement Addendum by Pegasus Group dated March 2025
- Circular and sharing economy statement by SRE dated June 2024

- Construction and environmental management plan by Hold Self Storage dated June 2024
- Design & Access Statement Addendum by DMWR Architects dated February 2025
- Ecological Impact Assessment and Biodiversity Statement by ecologybydesign dated April 2025
- Economic Benefits Statement by Pegasus Group dated June 2024
- Energy Strategy and Thermal Comfort (with mezzanine) Addendum by SRE dated June 2025
- Energy Strategy and Thermal Comfort (without mezzanine) Addendum by SRE dated June 2025
- Energy and Sustainability Statement by SRE dated March 2025
- Fire Safety Planning Statement by B-First Fire Safety dated January 2026
- Flood Risk Assessment and SuDS Strategy
- Framework Operational Parking Management, Delivery & Servicing Plan by i-Transport dated February 2025
- Glazing specification by Comar, undated
- Green Infrastructure Strategy & Management Plan by Pegasus Group dated February 2025
- Health impact assessment by Pegasus Group dated June 2024
- Landscape Implementation and Maintenance Guidelines by Pegasus Group dated April 2025
- Noise & Vibration Assessment by ACA Acoustics dated February 2025
- Outline Construction Logistics Plan by i-Transport dated February 2025
- Phase 1 Geo Environmental Assessment by Idom dated May 2024
- Planning Statement by Pegasus Group dated March 2025
- Statement of community involvement Pegasus Group dated June 2024
- Thermal Comfort Assessment by SRE dated February 2025
- Thermal Comfort Assessment Addendum by SRE dated April 2025
- Townscape & Visual Impact Assessment by The Townscape Consultancy dated July 2024
- Townscape & Visual Impact Assessment – Update by The Townscape Consultancy February 2025
- Transport Statement by i-Transport dated February 2025
- Transport Statement Addendum by i-Transport dated March 2025
- Travel plan by i-Transport dated June 2024
- Whole life carbon assessment by SRE dated June 2024

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

3. COMPLIANCE – Development parameters

The development hereby permitted shall comprise a self storage building (Use Class B8) with a maximum height above ground level of 19.3m and a maximum floorspace of 4,857sqm (GIA) with associated yard and landscaping.

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

4. COMPLIANCE – Floorspace restriction

Notwithstanding the provisions of Section 55(2)(a) the Town and Country Planning Act 1990 (as amended) no mezzanine floors or other floorspace additional to the 4,857 sqm (GIA) of floorspace shown on drawing nos. 16666-DMWR-A-DR-PL-0301 P04; 16666-DMWR-A-DR-PL-0302 PO3; 16666-DMWR-A-DR-PL-0303 PO3; and

16666-DMWR-A-DR-PL-0304 PO3 shall be installed within the hereby approved building for any purpose without the approval of the Local Planning Authority.

Reason: To enable the Local Planning Authority to assess the land use impacts associated with the installation and use of additional floorspace within the building, and to secure relevant mitigation measures in accordance with paragraph 56 of the NPPF; London Plan (2021) Policy SI 2 Minimising greenhouse gas emissions; OPDC Local Plan (2022) Policies SP2 Good Growth, SP5 Economic Resilience, E3 Supporting Small Businesses and Start Ups, and EU9 Minimising Carbon Emissions and Overheating; and Policies OB6A, OB7B, OB7C, OB7D, OB7E, AND OB10 of the OPDC Revised Planning Obligations SPD 2025.

5. PRIOR TO COMMENCEMENT - Removal of invasive species

Prior to the commencement of the development details shall be submitted to and approved in writing by the Local Planning Authority of a scheme to remove and prevent the spread of the invasive species identified within the submitted ecological appraisal (Japanese knotweed and oak processionary moth), to be carried out by an invasive species specialist, and the invasive species shall then be removed from the site or treated in accordance with the approved details.

Reason: In order to prevent harm to the biodiversity value of the site, and to prevent potential harm to human health and structural damage, and in accordance with Policy EU2 of the OPDC Local Plan (2022). The details are required prior to commencement in order to prevent potential spread of the invasive species due to disturbance during demolition and construction works.

6. PRIOR TO COMMENCEMENT - Rail infrastructure risk assessment

No development shall commence, with the exception of demolition, prior to the submission to and approval in writing by the Local Planning Authority (in consultation with HS2 and Transport for London) of a method statement and risk assessment in relation to risks of construction related impacts upon the adjacent railway infrastructure. The report shall include details of the following where applicable:

- alterations to ground levels
- excavation works
- earthworks
- de-watering works
- ground stabilisation works
- ground investigation works
- alterations in loading within 15m of the railway boundary

The development shall be carried out in accordance with the approved method statement and risk assessment.

Reason: To ensure that the construction and subsequent maintenance of the development can be carried out without adversely affecting the safety and operational needs of the railway and in accordance with Policy T5 of the Local Plan. The details are required prior to commencement in order to ensure that these initial works can be undertaken without adversely affecting railway infrastructure.

7. PRIOR TO COMMENCEMENT – Tree protection plan

No development shall commence, including any works of demolition, prior to the implementation of the Tree Protection and Method Statement set out within Section 9 of the submitted 'Arboricultural Survey, Impact Assessment and Method Statement,

Rev. B' dated February 2025, the tree protection measures shall thereafter be maintained until the completion of the development.

Reason: In the interests of the character and appearance of the area and to support biodiversity in accordance with London Plan (2021) Policy G7 'Trees and woodlands' and OPDC Local Plan (2022) policy EU2 'Urban Greening and Biodiversity'. The implementation of tree protection measures is required pre-commencement because demolition works have the potential to harm trees that are identified for retention.

8. PRIOR TO COMMENCEMENT - Contaminated land site investigation

No development shall commence until:

- (i) a site investigation has been carried out by a competent person to determine the nature and extent of any soil contamination present. The investigation shall be carried out in accordance with BS 10175:2011 (+ A2:2017) and the Environment Agency's current Land Contamination Risk Management Guidance; and
- (ii) a report documenting the findings of the site investigation including the results of any chemical and gas analysis as well as an assessment of the risks posed by any identified contamination has been submitted to and approved in writing by the Local Planning Authority. Should any contamination be found that presents an unacceptable risk to any identified receptors, the report shall include 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.

Reason: To ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (2022) Policy EU13 'Land Contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

9. PRIOR TO COMMENCEMENT - Construction and Environmental Management Plan (CEMP)

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

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

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

Reason: To limit impacts on the local highway, to minimise air quality impacts and to protect the amenity of local residents in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity, and safeguarding', D14 'Delivering good design' and SI 1, 'Improving air quality' and OPDC Local Plan (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.

10. PRIOR TO COMMENCEMENT - Construction Logistics Plan

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

- (i) booking systems;
- (ii) consolidated or re-timed trips; 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

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

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

11. PRIOR TO COMMENCEMENT - Site Waste Management Plan

Prior to commencement of the development an updated 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.

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 Policies EU6 'Waste' and EU7 'Circular and Sharing Economy'. The details are required prior to demolition taking place in order that demolition impacts can be assessed.

12. PRIOR TO ABOVE GROUND WORKS - Materials

No above ground works shall commence until:

- a) details of all external materials, including windows, doors, glazing and boundary treatments, and elevation drawings annotated to show where the materials are to be located have been submitted to and approved in writing by the Local Planning Authority; and

b) sample panels have been constructed on site to show the typical building façade, and have been made available for inspection and approved in writing by the Local Planning Authority.

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

Reason: To ensure that the appearance of the development contributes positively to the character and appearance of the area in accordance with London Plan (2021) policy D4 "Delivering Good Design" and OPDC Local Plan (2022) Policy D3 'Well Designed Buildings'.

13. PRIOR TO ABOVE GROUND WORKS – Secured by Design

Prior to the commencement of above ground works, details of the 'Secured by Design' measures, including details of boundary treatments, to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The boundary details shall include vehicle safety protection measures along the boundary with the railway to prevent accidental vehicle incursion and the details shall also demonstrate how the Development incorporates the principles and practices of Secured by Design. The development shall only be carried out in accordance with the approved details and the approved boundary treatments shall be installed prior to occupation and thereafter maintained.

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

Reason: To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and Policy D11 'Safety, security and resilience to emergency' of the London Plan (2021) and Policies D3 'Well designed buildings' and T5 'Rail' of the OPDC Local Plan (2022).

14. PRIOR TO ABOVE GROUND WORKS - Oil interceptor details

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

Reason: In order to prevent the pollution of soil and groundwater and in accordance with Policies EU3 and EU6 of the OPDC Local Plan (2022).

15. PRIOR TO ABOVE GROUND WORKS – Hard and soft landscaping

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

- (i) all materials and hard landscaping;
- (ii) street furniture;
- (iii) a planting schedule showing the number, size, species and location of trees and shrubs;
- (iv) biodiversity enhancements;
- (v) existing and proposed site levels;

- (vi) a programme for the planting of soft-landscaping and;
- (vii) a maintenance and management plan to cover a five year period following completion of the landscaping scheme.

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

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

16. PRIOR TO OCCUPATION - Contaminated land remediation works

Unless otherwise agreed in writing pursuant to condition 7, the development shall not be occupied until the remediation scheme approved under condition 7 ii) has been carried out in full and there has been submitted to and approved by the Local Planning Authority a verification report confirming that the remediation scheme has been implemented in full accordance with the approved details. The verification shall comprise:

- a) as built drawings of the implemented scheme,
- b) photographs of the remediation works in progress, and
- c) certificates demonstrating that imported and/or material left in situ is free from contamination.
- d) Thereafter the scheme shall be monitored and maintained in accordance with the details approved under condition 7 ii).

Reason: To ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (2022) policy EU13 'Land Contamination'.

17. PRIOR TO OCCUPATION - External lighting details

Prior to the occupation of the development, external lighting shall be installed in accordance with an External Lighting Strategy that shall have been submitted to and approved by the Local Planning Authority. The External Lighting Strategy shall take account of the Institute of Lighting Professionals' 'Bats and Artificial Lighting at Night, Guidance Note 08/23' and shall include details of measures to prevent light spillage onto the adjoining railway land. The approved lighting scheme shall thereafter be maintained in accordance with the approved details.

Reason: In the interests of the appearance of the site, to prevent light pollution and prevent harm to potential bat habitats, and to avoid harm to railway operations in accordance with Policies D1 'Public realm', D3 'Well Designed Buildings', EU2 'Urban Greening and Biodiversity', and T5 'Rail' of the OPDC Local Plan (2022).

18. PRIOR TO OCCUPATION – Cycle parking implementation

No part of the development shall be brought into use until the cycle parking facilities, showers and changing facilities as specified within the submitted 'Transport Statement, ref. DW/NM/ITL19796-006B R', dated February 2025 and shown on drawing no. 6666-DMWR-A-DR-PL-0301 P04 (that shall accord with the London

Cycling Design Standards) have been installed and made available for use. The cycle facilities shall thereafter be retained for the use of employees and visitors to the site.

Reason: To ensure adequate provision of cycle facilities and cycle parking in the interests of supporting sustainable modes of transport in accordance with Policy T5 of the London Plan and Policy T3 of the OPDC OPDC Local Plan (2022).

19. PRIOR TO OCCUPATION - Car parking implementation

No part of the development shall be brought into use until the vehicle delivery yard and car parking spaces including dedicated Blue Badge parking indicated on drawing No. 6666-DMWR-A-DR-PL-0301 P04. have been completed and made available for use in full accordance with the approved plans. A minimum of two of the vehicle parking spaces shall be installed with active electric vehicle charging points (EVCP) and all of the remaining 10 spaces shall be served with the infrastructure to enable future installation of EVCPs. The car parking spaces, including Blue Badge car parking space, shall be retained thereafter and the EVCPs shall be maintained in full working order and the allocation and use of the parking spaces shall be managed in accordance with the submitted 'Framework Operational Parking Management, Delivery and Servicing Plan'.

Reason: To ensure that the provision of suitable off road servicing and car parking to meet the operational needs of the development, including accessibility requirements, and to encourage the use of less polluting vehicles in accordance with London Plan (2021) Policies T7 'Deliveries, Servicing and Construction', T6 'Car Parking' and OPDC Local Plan (2022) Policy T7 'Freight, Servicing and Deliveries' and Policy T4 'Parking'.

20. COMPLIANCE – noise emissions limit

Noise emissions from mechanical services and plant within the completed development shall not exceed Lar 44dB at 1m outside the nearest noise sensitive window identified as NSR1 (Travelodge hotel bedroom) within the submitted 'Noise and Vibration Assessment for Proposed Self-Storage Development, ref. 240429-R001C' dated February 2025.

Reason: In order to prevent noise nuisance to neighbouring occupiers and in accordance with Policy EU5 of the OPDC Local Plan (2022).

21. COMPLIANCE - Bird nests protection

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 OPDC Local Plan (2022).

22. COMPLIANCE – Species and habitat protection during construction

All demolition and construction works shall be carried out in accordance with the Safeguarding Wildlife measures set out at paragraph 5.2.2 of the submitted Ecological Impact Assessment and Biodiversity Statement.

Reason: In order to prevent harm to wildlife and protect biodiversity and in accordance with Policy EU2 of the OPDC Local Plan (2022).

23. COMPLIANCE – Green Infrastructure and Open Space Strategy and Management Plan

The development shall be carried out and thereafter maintained in accordance with the submitted 'Green Infrastructure Strategy And Management Plan, ref. P23-1253 Rev C' dated February 2025 and the landscaping 'Implementation and Maintenance Guidelines, Ref. P23-1253_PEG-00-00-DR-L-0001-F' dated April 2025.

Reason: In the interests of enhancing and maintaining the biodiversity value of the site, creating visual amenity and providing staff amenity, and in accordance with Policies SP8 'Green Infrastructure and Open Space' and EU2 'Urban Greening and Biodiversity' and of the OPDC Local Plan (2022).

24. COMPLIANCE – BREEAM “Outstanding”

Within three months of the date of first occupation of the development, a BREEAM Certificate confirming the scheme has achieved BREEAM “Outstanding” shall be submitted to and approved in writing by the Local Planning Authority.

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

25. COMPLIANCE – Flood Risk Assessment and Drainage strategy

The development shall be carried out in accordance with the submitted Flood Risk Assessment and SuDS Strategy including the creation of onsite water storage capacity with a volume of at least 258.5m³ and installation of a flow control device to limit peak surface water runoff to 2.0l/s. The approved strategy 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 OPDC Local Plan (2022).

26. COMPLIANCE – Unexpected contamination

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

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with OPDC Local Plan (2022) policy EU13 'Land Contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

27. COMPLIANCE – Non-Road Mobile Machinery

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 (2022) Policies EU4 'Air Quality' and T8 'Construction'.

28. COMPLIANCE - Noisy Working Hours

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 (2022) Policy EU5 'Noise and Vibration'.

29. COMPLIANCE - Energy and Sustainability Statement

The development shall be carried out and thereafter maintained in accordance with the on-site energy demand reduction, energy supply, renewable energy measures and cooling strategy set out within the submitted Energy and Sustainability Statement (Version 3, Rev. A) dated March 2025.

Reason: In the interests of minimising carbon emissions arising from the development and in accordance with London Plan (2021) Policy SI 2 and OPDC Local Plan (2022) Policy EU9.

30. COMPLIANCE – Fire Safety

The development shall be carried out in accordance with the approved 'Fire Safety Planning Statement, Rev. 04' dated January 2026 and the approved fire safety measures shall thereafter be permanently maintained.

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with London Plan Policies D5 'Inclusive Design' and D12 'Fire safety'.

Informatives

1. The development should be carried out in accordance with Thames Water's 'working near our assets' guide: <https://www.thameswater.co.uk/developers/larger-scaleddevelopments/planning-your-development/working-near-our-pipes> Further information is available by contacting: developer.services@thameswater.co.uk; Phone: 0800 009 3921; or by writing to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

2. A Groundwater Risk Management Permit from Thames Water will be required for any proposed discharge of groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed via www.thameswater.co.uk. Refer to the Business Customers groundwater discharges section.
3. Any proposed use of mains water for construction purposes is subject to an application to Thames Water. Information on how to apply can be found at: www.thameswater.co.uk/buildingwater
4. The design should comply with LFB Guidance note 29 on fire brigade access, including paragraph 16, 'Water Mains and Hydrants'. Any deviations from the guidance in 'Fire safety: Approved Document B, Vol 2: B5 Access and facilities for the fire service' in relation to water provisions should be notified to water@london-fire.gov.uk for review.

Proactive and Positive Statement

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

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

Dated this: XX February 2026

Claire O'Brien

Head of Planning – Development Management
Old Oak and Park Royal Development Corporation

Old Oak and Park Royal Development Corporation

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- * If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to Old Oak and Park Royal Development Corporation Planning Policy and Decisions Team) or complete an application online.

The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

- * To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

- * If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990 (as amended).