

DATED 26 March 2026

- (1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION
- (2) IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE

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DEED OF AGREEMENT  
UNDER SECTION 106 OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 AND ALL  
OTHER POWERS ENABLING RELATING TO  
WOODWARD BUILDING A, 1 VICTORIA ROAD,  
LONDON, W3 6AR

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Pinsent Masons

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26 March

THIS DEED OF AGREEMENT is made on

2026

**BETWEEN -**

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of First Floor, 6-8 Victoria Road, North Acton, London, W3 6FF (the "OPDC"); and
- (2) **IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE** of Sherfield Building, Imperial College London, Exhibition Road, South Kensington, London SW7 2AZ ("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 NGL351663.
- (C) The Owner has submitted the Planning Application to OPDC.
- (D) At a meeting of its Planning Committee on Thursday 9 October 2025 OPDC resolved to grant the Planning Permission subject to the Owner entering into this Deed without which the Planning Permission would not be granted.
- (E) Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**IT IS AGREED as follows:-**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 In this Agreement:-**

<b>"1980 Act"</b>	means the Highways Act 1980
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended)
<b>"2011 Act"</b>	means the Localism Act 2011
<b>"Academic Year"</b>	means the period during which a Higher Education Institution holds classes and examinations from time to time such period being a minimum of thirty eight (38) weeks commencing in September or October each year or such other time as specified by the relevant Higher Education Institution;
<b>"Affordable Student Accommodation"</b>	means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent
<b>"Affordable Student Accommodation Units"</b>	means a minimum of 94 (ninety four) Student Accommodation Units to be provided as Affordable Student Accommodation and pepper potted throughout the four blocks within the Woodward Buildings as indicatively shown on Plan 7 and provided in accordance with the Student Accommodation Management Plan pursuant to paragraph 1.1 of Schedule 1 of this Deed and <b>"Affordable Student Accommodation Unit"</b> shall be construed accordingly

<b>"Application Build Costs"</b>	<b>Stage</b>	means the estimated Build Costs of the Development at the grant of the Planning Permission as determined at the Early-Stage Review (if triggered)
<b>"Application GDV"</b>	<b>Stage</b>	means the estimated GDV for all Components of the Development at the grant of the Planning Permission as determined at the Early Stage Review (if triggered)
<b>"Boroughs"</b>		means LBB and LBE and LBHF and <b>"Borough"</b> shall be construed accordingly
<b>"Class"</b>		means a class of the Town and Country Planning (Use Classes) Order 1987 (as amended)
<b>"Commencement"</b>		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 <b>"Commence"</b> and <b>"Commenced"</b> shall be construed accordingly
<b>"Commercial Floorspace"</b>		means the commercial floorspace to be provided as part of the Development which falls within Class E for provision of the Commercial Units
<b>"Commercial Units"</b>		means the commercial units to be provided within the Commercial Floorspace and <b>"Commercial Unit"</b> shall be construed accordingly
<b>"Confirmatory Deed"</b>		means the deed to be entered into pursuant to paragraph 4.5 of Schedule 1 of this Deed which shall be substantially in the form of the draft deed at Appendix 3 of this Deed
<b>"Development"</b>		means the demolition of the existing building and redevelopment to provide a 14-storey building to accommodate purpose-built student accommodation comprising 268 bedspaces, 189 sqm of flexible commercial space and a 132 sqm community space at ground floor, together with soft and hard landscaping, cycle parking and associated works
<b>"Disposal"</b>		means:- <ul style="list-style-type: none"> <li>(a) the Sale of any Component(s) of the Development;</li> <li>(b) the grant of a lease of a term of less than 125 (one hundred and twenty five) years of any Component of the Development; or</li> <li>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Component of the Development.</li> </ul> <p>ALWAYS excluding Fraudulent Transactions and <b>"Dispose"</b>, <b>"Disposes"</b>, <b>"Disposals"</b> and <b>"Disposed"</b> shall be construed accordingly</p>
<b>"Excluded Works"</b>		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
"Fraudulent Transaction"	means (as applicable): <ul style="list-style-type: none"> <li>(a) a transaction the purpose or effect of which is to artificially reduce the Early Stage Review GDV and/or artificially increase the Early Stage Review Build Costs;</li> <li>(b) a Disposal that is not an arm's length third party bona fide transaction</li> </ul>
"GLA"	means the Greater London Authority or any successor in statutory function
"Habitable Room"	means any room within a Student Accommodation Unit the primary use of which is for living, sleeping or dining and which includes kitchens of 13sqm or more, living rooms, dining rooms and bedrooms but excludes kitchens with a floor area of less than 13sqm, bathrooms, toilets, corridors and halls
"Higher Education Institution"	means an education institution recognised by The Office for Students (or its successor in function) on its register of higher education providers and which delivers designated courses that have been approved by the Department for Education for higher education or such other education institution as shall be agreed between the OPDC and the Owner from time to time
"Implementation"	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission and "Implemented", "Implement" and "Implementation Date" shall be construed accordingly
"Index"	means the 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
"LBB"	means the London Borough of Brent
"LBE"	means the London Borough of Ealing
"LBHF"	means the London Borough of Hammersmith and Fulham
"London Plan"	means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time
"London Student Accommodation Affordable Rent"	a rent (including any service charge) payable which does not exceed the higher of: <ul style="list-style-type: none"> <li>(a) an amount equal to or below 55% of the maximum income that a full-time student studying in London and living away from home could receive from the UK Government's maintenance loan for living costs that same Academic Year;</li> </ul> or

(b) the amount of affordable student rent that the Mayor of London sets out in the most recent London Plan Annual Monitoring Report that has been published

"Monitoring Contribution"		the sum of £17,698 (seventeen thousand six hundred and ninety eight pounds) (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed
"Occupation"		means the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and "Occupy", "Occupying", "Occupier" and "Occupied" shall be construed accordingly
"Off Site"		means on land outside the Site
"On Site"		means on land within the Site
"Open Student Accommodation"	<b>Market</b>	means the Student Accommodation that is not provided as Affordable Student Accommodation
"Open Student Accommodation Units"	<b>Market</b>	those Student Accommodation Units that are not Affordable Student Accommodation Units
"Parties"		means the parties to this Deed
"Plan 1"		means the plan attached to this Deed at Appendix 1 marked "Plan 1" showing the Site
"Plan 2"		means the plan attached to this Deed at Appendix 1 marked "Plan 2" showing the Site and Woodward Buildings
"Plan 3"		means the plan attached to this Deed at Appendix 1 marked "Plan 3" showing the Community Centre
"Plan 4"		means the plan attached to this Deed at Appendix 1 marked "Plan 4" showing the PAOS
"Plan 5"		means the plan attached to this Deed at Appendix 1 marked "Plan 5" showing the Highway Reinstatement Area
"Plan 6"		means the plan attached to this Deed at Appendix 1 marked "Plan 6" showing the Highway Works
"Plan 7"		means the plan attached to this Deed at Appendix 1 marked "Plan 7" showing for indicative purposes the possible locations of the Affordable Student Accommodation Units
"Planning Application"		means the application for full planning permission for the Development submitted to OPDC and allocated reference number 25/0011/FUMOPDC by OPDC
"Planning Permission"		means the planning permission to be granted pursuant to the Planning Application in substantially the same 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 " <b>Practically Complete</b> " and " <b>Practically Completed</b> " shall be construed accordingly
"Reasonable Endeavours"	means that the parties under such an obligation shall not be required to take any step beyond that which any reasonable commercial company would take to achieve the stated outcome or which involves proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable
"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
"Sale"	means: <ul style="list-style-type: none"> <li>(a) the sale of the freehold of a Component; or</li> <li>(b) the grant of a lease of a Component with a term of 125 (one hundred and twenty five) years or more and subject to nominal rent</li> </ul> and " <b>Sold</b> " shall be construed accordingly
"Site"	means the land known as Woodward Building A, 1 Victoria Road, London W3 6AR as shown edged red on Plan 1
"Student Accommodation"	means the 268 Student Accommodation Units to be provided as part of the Development and including the Affordable Student Accommodation to be provided across the Woodward Buildings and the Open Market Student Accommodation but excluding accommodation for wardens (with approx. one warden to every 50 students)
"Student Accommodation Unit"	means any one studio or single bedroom unit forming part of the Student Accommodation and " <b>Student Accommodation Units</b> " shall be construed accordingly
"Varied Planning Permission"	means any planning permission(s) issued to amend, vary or replace the Planning Permission granted pursuant to section 73 (or section 73B once in force) of the 1990 Act from time to time
"Woodward Buildings"	means Block A, Block B, Block C and Block D of the Imperial College London halls of residence comprising both the Site and the area of land shown edged blue on Plan 2 and references to " <b>Block A</b> ", " <b>Block B</b> ", " <b>Block C</b> " and " <b>Block D</b> " shall be construed accordingly

**"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 Implementation, Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.11 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.12 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.13 References to the Site include any part of it.
- 1.14 Any notice, notification, consent, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using Reasonable Endeavours to achieve an outcome, the Owner shall within 20 (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.

2.3 The Parties agree that the planning obligations within this Deed are compliant with Regulation 122 of the CIL Regulations and are satisfied for the purposes of Regulation 122 of the CIL Regulations that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and are reasonable in all other respects and as such enforceable by OPDC.

## 3. NATURE OF OBLIGATIONS

3.1 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 Implementation of the Planning Permission

save in respect of clauses 1 – 4 (inclusive), 5 (to the extent it relates to any other provision of this Deed mentioned in this clause), 7.1 and 8 to 25 (inclusive), paragraph 3.1 of Schedule 8 and paragraphs 2 and 3 of Schedule 10 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 PROVIDED THAT notice of any reallocation of funds is provided to the Owner with evidence of such compliance.

6.3 Subject to Clause 6.4, OPDC covenants with the Owner that it will repay to the Owner (or the person who made the payment if not the Owner) such amount of any payment (except for the Carbon Offset Contribution payment whereby any repayment is subject to the provisions in paragraph 4.5 of Schedule 9) 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 fifteen (15) years of the date of receipt by OPDC of such payment together with interest.

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

#### 7. **LEGAL COSTS AND MONITORING**

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

7.2 The Owner covenants with OPDC:

- 7.2.1 to pay the Monitoring Contribution to OPDC prior to Commencement of the Development, and
- 7.2.2 not to Commence the Development until the Monitoring Contribution has been paid to OPDC.

7.3 The Owner covenants with OPDC that:

7.3.1 on the first anniversary of the date on which Commencement occurred and every 6 (six) months thereafter until the Occupation of the last Student Accommodation Unit constructed pursuant to the Planning Permission the Owner shall provide a monitoring report to OPDC ("**Regular Monitoring Report**") which shall set out the following:

- (a) details of progress in relation to each of the obligations contained in this Deed, and
- (b) the number of Student Accommodation Units occupied in the preceding 6 (six) months and in total since Commencement,

and the Owner shall provide a final Regular Monitoring report within 20 (twenty) Working Days of Occupation of the last Student Accommodation Unit.

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 (save in respect of individual Student Accommodation Units or individual Commercial Units) 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 Clause 10.1, OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with OPDC to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 10.3 The Owner covenants that it shall not make any application to the Land Registry for the removal of any notice registered pursuant to Clauses 10.1 or 10.2 without the prior written consent of OPDC.

#### 11. **RIGHT OF ACCESS**

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

#### 12. **OWNER TO NOTIFY OPDC**

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

- 12.1.1 the intended Implementation Date, at least 1 (one) month prior to such intended date;
- 12.1.2 the actual Implementation Date, within 5 (five) Working Days of such actual date;
- 12.1.3 the intended Commencement Date, at least 1 (one) month prior to such intended date;
- 12.1.4 the actual Commencement Date, within 5 (five) Working Days of such actual date;
- 12.1.5 the anticipated date of Substantial Implementation, at least 1 (one) month prior to such intended date;
- 12.1.6 the actual date of Substantial Implementation, within 5 (five) Working Days of such actual date;
- 12.1.7 the intended date for First Occupation of the Development, at least 1 (one) month prior to such intended date;
- 12.1.8 the actual date of First Occupation of the Development, within 5 (five) Working Days of such actual date;
- 12.1.9 the intended date for First Occupation of the first Open Market Student Accommodation Units, at least 20 (twenty) Working Days prior to such date;
- 12.1.10 the actual date of the First Occupation of the first Open Market Student Accommodation Units, within 5 (five) Working Days of such actual date;
- 12.1.11 the intended date for Practical Completion of the Development, at least 12 (twelve) months prior to such intended date; and
- 12.1.12 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](mailto:planningapplications@opdc.gov.uk)

13.2.2 **The Owner:-**

Rebecca Ferrier, Investment Manager, Imperial College London, Level 1, The MediaWorks, London W12 7FP with a duplicate copy of such notice to be sent by email to: [r.ferrier@imperial.ac.uk](mailto:r.ferrier@imperial.ac.uk)

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 way of electronic transfer marked for the attention of The Head of Development Management and using reference 25/0011/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 committee meeting referred to in Recital (D) until the date of each payment (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the RPI Index as at the date of the planning committee meeting referred to in Recital (D) and as at the date of each payment respectively (provided that for the avoidance of doubt such indexation shall be upwards only such that indexation pursuant to this Clause shall never result in a sum or value being less than the amount set out in this Deed).

19. **LIABILITY UNDER THE DEED**

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

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

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

19.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of the individual Student Accommodation Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee, save in respect of the obligations in:-

19.2.1 paragraph 3.1.2 of Schedule 1 (*Student Accommodation*).

19.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of individual Commercial Units or their mortgagees or successors in title to either the purchase or lessee or Occupier or mortgagee, save in respect of the obligations in:-

19.3.1 paragraph 2.3 of Schedule 6 (*Framework Travel Plan*).

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

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

20. **DISPUTES**

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

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

21. **MISCELLANEOUS PROVISIONS**

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

pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

22. **GOVERNING LAW**

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

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

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

24. **FUTURE MORTGAGEE'S CONSENT**

24.1 Any future mortgagee or chargee ("Mortgagee") acknowledges and declares that:-

24.1.1 this Deed has been entered into by the Owner with its consent;

24.1.2 the Site shall be bound by the obligations contained in this Deed; and

24.1.3 the security of the Mortgagee over the Site shall take effect subject to this Deed.

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

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

25 Counterparts  
This deed may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts when taken together shall constitute one and the same deed

DE  
Richard Mason

## SCHEDULE 1

### STUDENT ACCOMMODATION

#### 1. DEFINITIONS

<b>"Cascade"</b>	means in order of priority: <ol style="list-style-type: none"><li>(i) Students at Imperial College London.</li><li>(ii) Students at an alternative local Higher Education Provider as may be defined by the OPDC.</li><li>(iii) Students at other London-only based Higher Education Providers with good sustainable transport connections to the Site.</li><li>(iv) Students at any other Higher Education Providers with a London Higher Education Provider campus.</li></ol> or such other cascade that may be agreed with OPDC from time to time
<b>"Higher Education Provider"</b>	means an education institution that provides a designated course that has been approved by the Department for Education for higher education study which allows the student to apply for government-financed student loans (and in respect of the Open Market Student Accommodation Units a Higher Education Provider can also include a proxy for a Higher Education Provider) or such other body as maybe agreed by OPDC in writing from time to time
<b>"Non-Student"</b>	means any person who is not a Student and <b>"Non-Students"</b> shall be construed accordingly
<b>"Nominations Agreement"</b>	means an agreement which enables the signatory (other than Imperial College London) to allocate their students in respect of no less than 51% of the Student Accommodation Units (including all of the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units).
<b>"Student"</b>	means students enrolled in a full-time higher education course at a Higher Education Provider and any student linked to the Higher Education Provider and <b>"Students"</b> shall be construed accordingly
<b>"Student Accommodation Management Plan"</b>	means a management plan submitted to OPDC and which sets out how the Student Accommodation shall be managed and monitored including: <ul style="list-style-type: none"><li>- day to day management</li><li>- access and security</li><li>- communal area management</li><li>- accessibility management</li><li>- maintenance</li></ul>

- individual room management
- tenancy agreements (including but not limited to tenant conduct and car ownership)
- moving in and moving out strategy
- antisocial behaviour
- fire and health & safety
- community liaison (including but not limited to complaints procedure)
- management of any temporary facilities to ensure no disruption to Students during the Academic Year

and which may be amended from time to time with the agreement of OPDC

## 1. OCCUPATION OF STUDENT ACCOMMODATION

### 1.1 The Owner shall:-

- 1.1.1 prior to First Occupation of the Student Accommodation submit a Student Accommodation Management Plan to OPDC for approval;
- 1.1.2 not First Occupy or permit First Occupation of the Student Accommodation until OPDC has approved the Student Accommodation Management Plan;
- 1.1.3 thereafter implement the approved Student Accommodation Management Plan.

### 1.2 Subject to paragraph 1.5 of this Schedule, the Owner shall prior to First Occupation of the Student Accommodation:

- 1.2.1 submit to OPDC for approval the form of Nominations Agreement it will enter into with one or more Higher Education Provider(s);
- 1.2.2 enter into a Nominations Agreement with one or more Higher Education Provider(s) during the Academic Year for no less than 51% of the Student Accommodation Units which shall include all the Affordable Student Accommodation Units;
- 1.2.3 provide a copy of the agreement(s) completed pursuant to paragraph 1.2.2 of this Schedule to OPDC;

for the life of the Development and ensuring that any such agreement shall include covenants and obligations so that the required number of Student Accommodation Units, including the provision of the Affordable Student Accommodation across the Woodward Buildings, are continuously covered by a Nominations Agreement.

### 1.3 Subject to paragraph 1.5, the Owner shall not First Occupy or permit First Occupation of the Development until it has fully complied with paragraph 1.2 of this Schedule

### 1.4 Where paragraphs 1.2 and 1.3 of this Schedule apply and the Owner has provided OPDC with evidence of the use of Reasonable Endeavours and the reasons for having failed to enter into a Nominations Agreement for the relevant Open Market Student Accommodation Units and Affordable Student Accommodation Units and OPDC has confirmed in writing that it is satisfied that the Owner has used Reasonable Endeavours then from the date of such confirmation it is hereby agreed the Owner may directly let the Open Market Student Accommodation Units and the Affordable Student

Accommodation Units in the absence of Nominations Agreement(s) in accordance with the Cascade PROVIDED THAT the Owner shall continue to use Reasonable Endeavours to enter into a Nominations Agreement in respect of the Open Market Student Accommodation Units and the Affordable Student Accommodation for the next Academic Year.

- 1.5 The obligations at paragraph 1.2 to 1.4 of this Schedule shall not apply if the Student Accommodation is owned, operated or controlled by Imperial College or a Higher Education Provider.

## **2. STUDENT ACCOMMODATION PROVISION**

- 2.1 The Owner shall ensure:

2.1.1 subject to paragraphs 1.4 and 1.5 of this Schedule that the Student Accommodation is allocated in accordance with the provisions contained within the Nominations Agreement(s);

2.1.2 subject to paragraphs 1.4 and 1.5 of this Schedule not to let or allow the Student Accommodation Units to be Occupied other than by Students during the Academic Year;

2.1.3 subject to paragraphs 1.4 and 1.5 of this Schedule not to let or allow the Affordable Student Accommodation Units to be let other than as Affordable Student Accommodation by Students nominated pursuant to the Nominations Agreement during the Academic Year; and

2.1.4 that any Student communal areas shall be equally accessible to all Students at the same times on equal terms without the requirement for any additional fees or charges in excess of the rent to be paid in relation to each Student Accommodation Unit.

- 2.2 In circumstances where the Affordable Student Accommodation Units have been completed and are ready for Occupation part way through the Academic Year and the Owner has not entered into a Nominations Agreement(s) the Owner may directly let the Affordable Student Accommodation Units in accordance with the Cascade for the remainder of that Academic Year.

## **3. GENERAL PROVISIONS**

- 3.1 During each Academic Year, the Owner covenants with OPDC as follows:-

3.1.1 to ensure that the Student Accommodation is used at all times as a single planning unit;

3.1.2 to ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as student accommodation;

3.1.3 that no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling unit not forming part of the single planning unit;

3.1.4 that no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions in this Schedule; and

3.1.5 that the temporary use of the facilities by the public will not disrupt the use of the Student Accommodation Units by its Occupiers including that there will be no loss of amenity, safety, security or privacy for Occupiers of the Student Accommodation Units.

- 3.2 For the avoidance of doubt, outside the Academic Year the Owner is permitted to market and let the Student Accommodation to Non-Students.

## **4. AFFORDABLE STUDENT ACCOMMODATION UNITS**

- 4.1 Not less than 94 (ninety four) Student Accommodation Units shall be provided as Affordable Student Accommodation Units in the Woodward Buildings. The Affordable Student Accommodation Units shall be distributed throughout the Woodward Buildings and located as indicatively shown on Plan 7 (which indicates where the 94 Student Accommodation Units can be located) and identified as

Affordable Student Accommodation Units with no less than 25% of the Affordable Student Accommodation Units provided within the Site and the remaining Affordable Student Accommodation Units distributed within Block B, Block C and Block D unless otherwise agreed with OPDC.

- 4.2 The Development shall not be Occupied until the OPDC has approved in writing the details of the locations of the Affordable Student Accommodation Units submitted pursuant to paragraph 4.1 of this Schedule.
- 4.3 The Affordable Student Accommodation Units shall be provided in accordance with paragraph 4 of this Schedule in perpetuity in those locations or such alternative locations as are submitted to OPDC (including 1:50 floor plans of the proposed units) from time to time.
- 4.4 The Owner shall ensure that the design, construction and layout of the Affordable Student Accommodation Units are the equivalent of and shall be indistinguishable from the Open Market Student Accommodation Units.
- 4.5 No Open Market Student Accommodation Units shall be First Occupied until the Affordable Student Accommodation Units are Completed and made ready for Occupation and a Confirmatory Deed(s) (the final form of which shall be approved by OPDC in writing) is entered into to bind the remainder of the Woodward Buildings (other than the Site) to the terms and obligations contained in this Deed in respect of the Student Accommodation Units and the duly executed Confirmatory Deed has been provided to OPDC.

## **5. AFFORDABLE RENTS**

- 5.1 Subject to paragraphs 5.2 and 5.3 of this Schedule, the rent charges (inclusive of service charges, utilities and estate charges) for the letting of any Affordable Student Accommodation Units during any Academic Year shall not exceed the London Student Accommodation Affordable Rent applicable at the time.
- 5.2 For so long as the London Student Accommodation Affordable Rent is published annually, the Owner shall once every three years from the date of the First Occupation of the Student Accommodation submit to OPDC for their approval a report detailing:-
- 5.2.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
- 5.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 5.1 of this Schedule) require recalibration to reflect the most recently published London Student Accommodation Affordable Rent,

and thereafter the proposed recalibrated rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 5.2 of this Schedule.

- 5.3 If the London Student Accommodation Affordable Rent ceases to be published annually, the Owner shall submit to the OPDC for approval a report annually detailing:-
- 5.3.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and
- 5.3.2 the proposed rent charges (inclusive of service charges, utilities and estate charges) for the letting of the Affordable Student Accommodation Units for the following Academic Year, which shall not exceed 55% of the maximum income that a new full-time student staying in London and living away from home could receive from the Government's maintenance loan for living costs for that Academic Year,

and thereafter the proposed rent charges set out in the approved report shall be effective from the beginning of the next Academic Year until the submission of the next report pursuant to this paragraph 5.3 of this Schedule.

## SCHEDULE 2

### VIABILITY REVIEW

#### PART 1

#### DEFINITIONS

**"Additional Affordable Student Accommodation"** means any Additional Affordable Student Accommodation Units which shall be subject to the Affordable Student Accommodation Cap

**"Additional Affordable Student Accommodation Contribution"** means a financial contribution payable to OPDC in lieu of the provision of Additional Affordable Student Accommodation Units which can include but not be limited to the use by OPDC for the purposes of making existing or new Affordable Student Accommodation more affordable and made in accordance with the provisions of this Schedule if an Additional Affordable Student Accommodation Scheme submitted and approved pursuant to this Schedule provides that some or all of the Surplus Profit shall be payable to OPDC such contribution to be subject to the Affordable Student Accommodation Cap

**"Additional Affordable Student Accommodation Scheme"** means a scheme to be prepared by the Owner and submitted to OPDC in accordance with the provisions of this Schedule and which identifies Additional Affordable Student Accommodation Units within the Woodward Buildings and/or Additional Affordable Student Accommodation Contribution to be paid if an Early Stage Review concludes that a Surplus Profit calculated in accordance with Formula 1a has arisen which, includes, in relation to any Additional Affordable Student Accommodation Units:

- (a) details of which Open Market Student Accommodation Units would be converted into Additional Affordable Student Accommodation Units;
- (b) 1:50 plans showing the location, size and internal layout of each Additional Affordable Student Accommodation Unit with reference (as applicable) to plans and drawings approved as part of the Planning Application;
- (c) an indicative timetable for construction and delivery of the Additional Affordable Student Accommodation Units;
- (d) ensures that each block or building within the Woodward Buildings will comprise an equitable amount of Affordable Student Accommodation Units and not comprised purely of Open Market Student Accommodation Units;
- (e) the amount (if any) of any financial contribution payable towards offsite Affordable Student Accommodation in the event that:
  - (A) Surplus Profit arises from the Early Stage Review but such Surplus Profit is insufficient to provide any Additional Affordable Student Accommodation Units; or
  - (B) if a Surplus Profit arises from the Early Stage Review and such profit is sufficient to deliver

one or more Additional Affordable Student Accommodation Units but also delivers a further sum which is insufficient to provide a whole further Additional Affordable Student Accommodation Unit (so, by way of example, if the Early Stage Review Surplus Profit is sufficient to provide 2.35 Additional Affordable Student Accommodation Units then 2 Additional Affordable Student Accommodation Units shall be provided and the 0.35 shall be used to calculate the Additional Affordable Student Accommodation Contribution)

**"Additional Affordable Student Accommodation Units"** means the Open Market Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to any Additional Affordable Student Accommodation Scheme to be approved under this Schedule and **"Additional Affordable Student Accommodation"** shall be construed accordingly

**"Affordable Student Accommodation Cap"** means the Owner shall not in any circumstances be required to deliver Additional Affordable Student Accommodation and/or pay an Additional Affordable Student Accommodation Contribution beyond the point where the total amount of the Affordable Student Accommodation for the Development (being the Affordable Student Accommodation and the Additional Affordable Student Accommodation) and any Additional Affordable Student Accommodation Contribution comprise the financial equivalent of providing 50% (fifty per cent) of the total number of Student Accommodation Units for the Development as Affordable Student Accommodation Units

**"Average Affordable Student Accommodation Value"** means the average value of Affordable Student Accommodation Units at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by OPDC and the Owner

**"Average Open Market Student Accommodation Value"** means the average value of the Open Market Student Accommodation Units at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by OPDC and the Owner

**"Build Costs"** means the build costs comprising construction of the Open Market Student Accommodation Units supported by evidence of these costs to OPDC's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent;

but for the avoidance of doubt build costs exclude:

- (d) professional, legal and marketing costs;

		(e)	all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and
		(f)	any costs arising from Fraudulent Transactions
<b>"Component"</b>			means a part of the Development including but not limited to:
		(a)	the Open Market Student Accommodation Units;
		(b)	Commercial Floorspace;
		(c)	any other floorspace;
		(d)	property; and
		(e)	land
<b>"Development Information"</b>	<b>Viability</b>		means
		(a)	in respect of Formula 1a:
		(i)	Early Stage Review GDV; and
		(ii)	Early Stage Review Build Costs;
		(b)	in respect of Formula 2:
		(i)	Average Open Market Student Accommodation Value
		(ii)	Average Affordable Student Accommodation Value;
			and including in each case supporting evidence to OPDC's reasonable satisfaction
<b>"Early Stage Review"</b>			means the upwards only review of the financial viability of the Development at the Early Stage Review Date in accordance with this Schedule to determine whether Additional Affordable Student Accommodation Units can be provided as part of the Development and/or an Additional Affordable Student Accommodation Contribution is payable subject to the Affordable Student Accommodation Cap
<b>"Early Stage Review Build Costs"</b>			means the sum of:
		(a)	the estimated Build Costs remaining to be incurred; and
		(b)	the Build Costs actually incurred
			at the Early Stage Review Date
<b>"Early Stage Review Date"</b>			means the date of the submission of the Development Viability Information pursuant to this Schedule

**"Early Stage Review GDV"** means the estimated Market Value at the Early Stage Review Date of the Open Market Student Accommodation Units based on detailed comparable evidence.

**"External Consultant"** means the external consultant(s) appointed by OPDC to assess the Development Viability Information

**"Formula 1a"** means the following formula to be applied at any Early Stage Review for determining Surplus Profit available for Additional Affordable Student Accommodation:

**X** = Surplus Profit

$$X = ((A - B) - (D - E)) - P$$

**Where:-**

**A** = Early Stage Review GDV (£)

**B** = Application Stage GDV (£) to be calculated using the following formula:  $A + (C + 1)$

**C** = Percentage change in value of the Development from the date of grant of the Planning Permission to the Early Stage Review Date (by reference to the Land Registry House Price Index (HPI) or such other index agreed between the parties at the time of the Early Stage Review Date) (%)

**D** = Early Stage Review Build Costs (£)

**E** = Application Stage Build Costs (£) to be calculated using the following formula:  $D + (F + 1)$

**F** = Percentage change in Build Costs of the Development from the date of grant of the Planning Permission to the Early Stage Review Date (by reference to the BCIS All-in Tender Price Index (BCIS TPI)) (%)

**P** =  $(A - B) * Y$

**Y** = Target Return (%)

**Notes:-**

$(A - B)$  = the change in GDV of the Development from the date of the Planning Permission to the Early Stage Review Date (£).

$(D - E)$  = the change in Build Costs of the Development from the date of the Planning Permission to the Early Stage Review Date (£).

**P** = Owner profit on change in GDV of the Development (£).

100% of **X** to go towards Additional Affordable Student Accommodation Units and/or Additional Affordable Student Accommodation Contribution

The part of any Surplus Profit to be applied towards the Additional Affordable Student Accommodation Units and / or Additional

Affordable Student Accommodation Contribution is subject always to the Affordable Student Accommodation Cap.

**"Formula 2"**

means the following formula for determining the amount of Additional Affordable Student Accommodation where the application of Formula 1a identifies a Surplus Profit.

X = Additional Affordable Student Accommodation Units requirement (by Habitable Rooms)

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

**Where:**

A = Average Open Market Student Accommodation Value (£ per m<sup>2</sup>)

B = Average Affordable Student Accommodation Value (£ per m<sup>2</sup>)

D = Average Habitable Room size for the Student Accommodation being 21.4m<sup>2</sup>

E = Surplus Profit available for Additional Affordable Student Accommodation Units as determined in Formula 1a (£) subject to the Affordable Student Accommodation Cap.

**Notes:**

(A - B) represents the difference in Average Open Market Student Accommodation Value per m<sup>2</sup> and the Average Affordable Student Accommodation Value per m<sup>2</sup> (£).

**"Market Value"**

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by OPDC and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than 6 (six) months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

that both parties to the transaction have acted knowledgeably, prudently and without compulsion

**"Substantial Implementation"**

means the occurrence of the following in respect of the Development.

		(a)	completion of all ground preparation works and all enabling works for the Site;
		(b)	completion of the foundations for the Site
<b>"Substantial Implementation Date"</b>	<b>Target</b>		means the date 24 (twenty four) months from but excluding the date of grant of the Planning Permission
<b>"Surplus Profit"</b>			means the Surplus Profit determined in accordance with Formula 1a as a result of the application of the Early Stage Review methodology in Schedule 2 Part 2
<b>"Target Return"</b>			means profit on value of 15% (fifteen per cent) as a percentage of GDV

## PART 2

### EARLY STAGE REVIEW

#### 1. EARLY REVIEW TRIGGER

- 1.1 The Owner shall notify OPDC in writing of the date on which it considers that Substantial Implementation has been achieved no later than 5 (five) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable OPDC to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 5 (five) Working Days after receiving a written request from OPDC, the Owner shall provide to OPDC any additional documentary evidence reasonably requested by OPDC to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Schedule, the Owner shall afford OPDC access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT OPDC shall:
- 1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - 1.3.2 comply with relevant health and safety legislation; and
  - 1.3.3 at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 (twenty) Working Days after OPDC receives:
- 1.4.1 notice pursuant to paragraph 1.1 of this Schedule; or
  - 1.4.2 if OPDC makes a request under paragraph 1.2 of this Schedule, the additional documentary evidence,
- OPDC shall inspect the Site and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether or not OPDC considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If OPDC notifies the Owner that OPDC considers that Substantial Implementation has not been achieved then this paragraph 1.4 of this Schedule shall continue to apply mutatis mutandis until

OPDC has notified the Owner pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has been achieved.

1.6 The Owner shall not Occupy the Development or any part thereof until:

1.6.1 OPDC has notified the Owner pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

1.6.2 OPDC has notified the Owner pursuant to paragraph 1.4 of this Schedule that no Additional Affordable Student Accommodation Units are required; or

1.6.3 if OPDC notifies the Owner pursuant to paragraph 1.4 of this Schedule that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to paragraph 1.4 or 1.5 of this Schedule.

## **2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

2.1 In respect of the Early Stage Review where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by OPDC under paragraph 1.4 or pursuant to dispute resolution in accordance with the provisions of Clause 20 of this Deed):

2.1.1 the Owner shall submit the following information in respect of the Early Stage Review no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.5 of this Schedule 2 that Substantial Implementation has been achieved, on the basis that OPDC may make such information publicly available:

- (a) the Development Viability Information for Formula 1a and Formula 2;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation Units can be provided; and
- (c) where such written statement confirms that Additional Affordable Student Accommodation Units can be provided, an Additional Affordable Student Accommodation Scheme; and
- (d) paragraphs 3 and 4 shall apply.

## **3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

3.1 OPDC shall assess the information submitted pursuant to paragraph 2 and separately this paragraph 3 and assess whether in its view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt OPDC will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

3.2 OPDC may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 and separately this paragraph 3.

3.3 In the event that OPDC and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to OPDC or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until OPDC and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2.

3.4 When OPDC or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 and separately paragraph 3.3 (as the case may be), OPDC shall notify the Owner in writing of OPDC's decision as to whether any Additional Affordable Student Accommodation Units are required and whether the submitted Additional Affordable Student Accommodation Scheme is approved.

3.5 Where OPDC concludes that Additional Affordable Student Accommodation Units are required but the Owner's initial submission concluded otherwise (or concluded that fewer Additional Affordable Student Accommodation Units are required), the Owner shall provide an Additional Affordable Student Accommodation Scheme (or revised Additional Affordable Student Accommodation Scheme as the case may be) to OPDC for approval (such approval not to be unreasonably withheld or delayed) within 10 (ten) Working Days of the date on which it receives OPDC's notice pursuant to paragraph 3.4.

3.6 If OPDC's assessment pursuant to paragraph 3.4 concludes that

3.6.1 a Surplus Profit arises following the application of Formula 1a but such Surplus Profit is insufficient to provide any Additional Affordable Student Accommodation Units pursuant to Formula 2; or

3.6.2 a Surplus Profit arises following the application of Formula 2 but such Surplus Profit cannot deliver a whole number of Additional Affordable Student Accommodation Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such Surplus Profit allocable to any incomplete Additional Affordable Student Accommodation Unit to OPDC as an Additional Affordable Student Accommodation Contribution.

3.7 The Owner shall not Occupy any of the Open Market Student Accommodation Units that may be required in order to meet the requirements of the Additional Affordable Student Accommodation Scheme until the Additional Affordable Student Accommodation Scheme has been approved by OPDC.

3.8 The Owner shall pay OPDC's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 and separately this paragraph 3 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

#### **4. DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION**

4.1 Where in respect of a Early Stage Review it is determined pursuant to paragraph 3.4 that one or more Additional Affordable Student Accommodation Units are required the Owner shall not Occupy more than 50% of the Open Market Student Accommodation Units unless and until it has:

4.1.1 Practically Completed all of the Additional Affordable Student Accommodation Units in accordance with the Additional Affordable Student Accommodation Scheme approved by OPDC and made them available for Occupation; and

4.1.2 paid any remaining Surplus Profit pursuant to paragraph 3.6 to OPDC towards the delivery of Off Site Affordable Student Accommodation within OPDC's administrative area.

4.2 The Parties agree that the terms of Schedule 2 shall apply mutatis mutandis to the provision of any Additional Affordable Student Accommodation Units as they apply to the provision of Affordable Student Accommodation Units.

4.3 The Parties agree that an Additional Affordable Student Accommodation Scheme cannot result in the Affordable Student Accommodation Units and Additional Affordable Student Accommodation Units together (and any Additional Affordable Student Accommodation Contribution) exceeding 50% (fifty per cent) (by Habitable Room) of the Student Accommodation Units.

### SCHEDULE 3

#### HIGHWAYS AND TRANSPORT

##### 1. DEFINITIONS

- "Blue Holders" Badge** means the holder of a disabled person's badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation as may be in force from time to time
- "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 LBE
- "Highway Reinstatement Works"** means the works shown on Plan 5 being the repair and reinstatement of the highway, including footpaths and cycle lanes 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 in accordance with this Schedule
- "Highway Reinstatement Area"** means the area either side of the highway access as shown coloured blue on Plan 5
- "Highway Works"** means the highway works to be carried out in the area shaded on Plan 6 (and, in the case of the Highway Reinstatement Works only, in the Highway Reinstatement Area) and which include:-
- (a) footway resurfacing;
  - (b) footway modification;
  - (c) relocation and/or replacement of street lighting;
  - (d) installation of lighting and signage;
  - (e) installation of trees, planting and street furniture;
  - (f) ensuring pedestrian priority over the vehicle crossover point into the service yard, providing a consistent pallet or materials along the public footway and a level crossing point for pedestrians that meets accessibility guidance standards;
  - (g) the provision of the Highway Reinstatement Works;
  - (h) with any future landscape scheme on adopted highway to be in accordance with relevant OPDC guidance documents such as the North Acton Public Realm Prospectus
- "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, cycleways and carriageways; and
  - (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages)

2. **HIGHWAY WORKS**

2.1 The Owner shall:

2.1.1 prior to Commencement of the Development submit an initial Schedule of Highway Condition to OPDC for written approval; and

2.1.2 not Commence the Development until OPDC has approved the initial Schedule of Highway Condition in writing.

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

2.2.1 a proposed specification for the Highway Works (other than in respect of the Highway Reinstatement Works to the Highway Reinstatement Area); and

2.2.2 a proposed programme for the Highway Works referred to in paragraph 2.2.1 of this Schedule.

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 of this Schedule.

2.4 Following written approval of the information submitted for approval in accordance with paragraphs 2.2 and 2.3 of this Schedule 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 Works; and

2.4.2 thereafter carry out the Highway Works in accordance with the Highway Agreement.

2.5 Unless otherwise agreed with OPDC the Owner shall not permit First Occupation of the Development unless and until:

2.5.1 the information submitted for approval in accordance with paragraphs 2.2 and 2.3 of this Schedule have been approved in writing by OPDC;

2.5.2 the Owner has entered into a Highway Agreement in respect of the approved Highway Works in accordance with paragraph 2.4 of this Schedule; and

2.6 the Owner has Practically Completed the Highway Works in accordance with the Highway Agreement. The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to OPDC when submitting those details for approval.

3. **BLUE BADGE HOLDERS**

3.1 The Owner covenants with OPDC:

3.1.1 to provide 8 (eight) car parking spaces for Blue Badge Holders within the Woodward Buildings existing basement area prior to Occupation;

3.1.2 not to Occupy or permit Occupation unless and until the 8 (eight) car parking spaces for Blue Badge Holders have been provided within the Woodward Buildings existing basement area pursuant to paragraph 3.1.1 of this Schedule.

## SCHEDULE 4

### SUSTAINABLE TRAVEL, PUBLIC REALM AND OPEN SPACE

#### 1. DEFINITIONS

- "Biodiversity Net Gain Assessment"** means the biodiversity net gain assessment dated March 2025 as approved by OPDC in respect of the Development
- "Delivery Plan"** means a detailed plan for the delivery and layout of the PAOS which shall contain at least the hard and soft landscaping features of the PAOS, including the design, specification, landscaping and boundary treatments and details of any equipment for the PAOS
- "Green Infrastructure and Open Space Strategy and Management Plan"** means a document to be prepared in accordance with the approved Biodiversity Net Gain Assessment and to include a Habitat Management and Monitoring Plan (HMMP) which includes:
- (a) a non-technical summary;
  - (b) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
  - (c) the planned habitat creation and enhancement works to create or improve habitat to achieve the approved Post Development Habitat Plan;
  - (d) the management measures to maintain habitat in accordance with the approved Post Development Habitat Plan for a period of 30 years from the Practical Completion of the Development;
  - (e) the monitoring and management methodology and frequency in respect of the created or enhanced habitat to be submitted to OPDC;
  - (f) an assessment of current green infrastructure (Urban Greening Factor) and biodiversity and measures that will be taken to conserve and enhance it;
  - (g) the location, phasing, quantum, access, design and function of green infrastructure and open space;
  - (h) the range of benefits, including urban cooling, air quality enhancement, surface water management, biodiversity, noise mitigation, healthy lifestyles, recreation and amenity and cycling and walking being delivered as part of the Development;
  - (i) an explanation as to how the green infrastructure provision contributes to and fits in with the wider area wide green infrastructure network;
  - (j) arrangements for the long term management, upkeep and revenue funding of green infrastructure provision, including potential for adoption by OPDC or the Borough or other appropriate management models.
- "Management and Maintenance Plan"** means a plan prepared in accordance with the GLA's Public London Charter (October 2021) and London Plan (2021) Policy D8 for the ongoing operation, management and maintenance of the PAOS which shall set out:

- (a) full details of the permanent operation, management and maintenance specifications for the PAOS, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained;
  - (b) measures to replace any trees, shrubs, grass or other plants (in perpetuity) which may die or become diseased;
  - (c) details of the management of the PAOS to ensure it shall (save in respect Permitted Closures) remain available for use by the general public in perpetuity;
  - (d) details of funding arrangements to ensure that the operation, maintenance and management of the PAOS is funded in perpetuity and that funding shall be sufficient to properly manage and maintain the PAOS and for the avoidance of doubt this shall include details of funding arrangements to cover the periodic costs of replacement and/or refurbishment of features and/or facilities;
  - (e) details of any Management Entity
- "Management Entity"** either a company (including a residents' management company) trust or other body established or appointed by the Owner (and approved in writing by OPDC) to operate, manage and maintain the PAOS in perpetuity
- "Public Transport Contribution"** means the following sums:
- (a) £120,868 (one hundred and twenty thousand eight hundred and sixty-eight pounds) (Index Linked) to be used towards the enhancement and improvement of North Acton Station; and
  - (b) £39,000 (thirty-nine thousand pounds) (Index Linked) to be used towards bus improvements in the local area
- "Open Space Contribution"** means the sum of £274,356 (two hundred and seventy four thousand three hundred and fifty six pounds) (Index Linked) to be used towards the provision of publicly accessible open space projects (outside the Site) or related improvements in the vicinity of the Site
- "Permitted Closures"** means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-
- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
  - (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS
  - (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)

- (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law
- (e) any other closure not covered by the above in relation to which OPDC's prior written approval has been obtained

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

**"Post Development Habitat Plan"** means the habitat plan within the Biodiversity Net Gain Assessment dated March 2025 as approved by OPDC in respect of the Development

**"Publicly Accessible Open Space" or "PAOS"** means the landscaped community garden at ground floor as shown coloured green on Plan 4 which is to be laid out within the Site as an area of publicly accessible open space in accordance with details to be submitted and approved in writing by OPDC pursuant to the provisions of this Schedule

## 2. OPEN SPACE CONTRIBUTION AND PUBLIC TRANSPORT CONTRIBUTION

2.1 The Owner shall:-

- 2.1.1 pay the Open Space Contribution and Public Transport Contribution to OPDC prior to the Commencement of Development; and
- 2.1.2 not Commence any part of the Development until the Open Space Contribution and Public Transport Contribution have been paid in full to OPDC.

## 3. PROVISION OF PAOS

- 3.1 The Owner shall submit a Delivery Plan to OPDC for approval prior to the Commencement of Development and shall not Commence the Development until the Delivery Plan has been submitted to and approved by OPDC.
- 3.2 The Owner shall Practically Complete the PAOS in strict accordance with the Delivery Plan to OPDC's satisfaction and make available the PAOS prior to the First Occupation of the Development and no Student Accommodation Unit shall be First Occupied until the PAOS is so completed and ready for use by the public.
- 3.3 Subject to paragraph 4 of this Schedule, the Owner shall ensure that each part of the PAOS shall remain available free of charge for public access at all times for the life of the Development from the date of First Occupation.

## 4. PUBLIC ACCESS TO PAOS

- 4.1 From the date of First Occupation of the PAOS the Owner shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the PAOS at all times free of charge **SUBJECT TO**:-
  - 4.1.1 Permitted Closures; and
  - 4.1.2 any lawful requirements of the police or any other competent authority.
- 4.2 Where the PAOS (or any part thereof) is subject to a Permitted Closure, it shall be re-opened as soon as reasonably practicable thereafter in accordance with a programme and timescales

previously approved in writing by OPDC and such re-opening will be notified promptly to OPDC in writing.

- 4.3 Subject to paragraph 4.1 of this Schedule the Owner shall not without OPDC's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the completed PAOS except in accordance with the Delivery Plan.

**5. MANAGEMENT AND MAINTENANCE OF PAOS**

- 5.1 The Owner shall submit a Management and Maintenance Plan to OPDC prior to the Commencement of Development and shall not Commence the Development until the Management and Maintenance Plan has been submitted to and approved by OPDC.

- 5.2 To operate, manage and maintain the PAOS in accordance with the approved Management and Maintenance Plan in perpetuity or until such time as the freehold of the PAOS is transferred (as necessary) to a Management Entity who shall thereafter become responsible and liable for the operation, management and maintenance of the PAOS in accordance with the approved Management and Maintenance Plan in perpetuity in accordance with paragraph 4 and this paragraph 5 as successor in title.

**6. GREEN INFRASTRUCTURE AND OPEN SPACE STRATEGY AND MANAGEMENT PLAN**

- 6.1 The Owner shall submit a Green Infrastructure and Open Space Strategy and Management Plan to OPDC prior to the Commencement of Development and shall not Commence the Development until the Green Infrastructure and Open Space Strategy and Management Plan has been submitted to and approved by OPDC.

- 6.2 Thereafter, the Owner shall implement the approved Green Infrastructure and Open Space Strategy and Management Plan.

## SCHEDULE 5

### COMMUNITY CENTRE AND GYM

#### 1. DEFINITIONS

- "Affordable Rate"** means rent which is at least 25% (twenty-five per cent) below the Market Rent
- "Community Centre"** means 132 sqm (one hundred and thirty two square metres) (net internal area) of floorspace to be provided on the ground floor of the Development for use by the local community as shown shaded yellow on Plan 3
- "Gym Tenant"** means the current tenant of the gym space within the existing building on the Site
- "Gym Relocation Strategy"** means a relocation strategy to be submitted by the Owner to OPDC for approval and which includes but shall not be limited to:-
- Confirmation on whether or not the Gym Tenant intends to relocate in North Acton;
  - Details of the Gym Tenant operating on the Site including estimated number of employees, current floor space and lease terms; and
  - Details of engagement with the Gym Tenant on Site regarding re-provision of premises or relocation options

Where the Gym Tenant confirms they intend to relocate within North Acton the relocation strategy should include:

- Details of relocation options within North Acton and surrounds explored with the Gym Tenant, including Imperial-owned spaces;
- Evidence should be provided that the relocation options are suitable for the viable continuation of the gym;
- Confirmation that the Owner has introduced the Gym Tenant to at least 3 (three) external agents known to be operational in North Acton to ascertain market availability for their requirements; and
- the assistance that will be provided to support the Gym Tenant relocating to suitable location options

Where the Gym Tenant confirms they do not intend to relocate, the relocation strategy should include:

- An analysis of market demand for a gym in North Acton;
- An analysis and summary of available spaces within North Acton and surrounds that could be lawfully occupied as a gym space, preferably of a similar scale to the Gym Tenant;
- An analysis and summary of Imperial-owned spaces within North Acton and surrounds that might be appropriate (both practically and viably) for a new gym, preferably of a similar scale to the Gym Tenant; and

- Demonstration of Reasonable Endeavours to attract, market and/or open a new gym facility within any spaces identified as potential gym sites

**"Market Rent"** means the rent at which the relevant interest in the Community Centre could be let on the first date of the relevant let assuming:

- a willing lessor and willing lessee;
- that the letting terms are appropriate for the type of property in question;
- that there has been a reasonable period for proper marketing of the interest; and
- that the parties to the transaction have each acted knowledgeably, prudently and without compulsion

**"Temporary Community Space Strategy "** means the temporary community space strategy to demonstrate how alternative community facilities will be made available and advertised to the local community and residents of the Borough during the demolition and construction of the Development and prior to the Community Centre being made available, such alternative community facilities shall include appropriate options such as the use of the Woodward music rooms, existing meetings rooms and the meanwhile exhibition space at 1 Portal Way and/or any other suitable spaces that may be identified to be used as alternative community spaces. The strategy shall ensure spaces are available to book for groups who used the previous Woodward community space, as well as new groups or individuals from the Borough who are interested. The strategy will ensure that the space shall be rented on similar terms to the previous arrangement

## 2. COMMUNITY CENTRE

- 2.1 Prior to First Occupation, the Owner shall submit to OPDC for approval details of the design, fit out and operation of the Community Centre which shall demonstrate how the consultation and feedback from the local community has been incorporated into the design of the Community Centre.
- 2.2 The Development shall not be First Occupied until OPDC has approved the Community Centre design, fit out and operation details pursuant to paragraph 2.1 of this Schedule.
- 2.3 The Owner covenants and undertakes to OPDC that the Owner shall:
  - 2.3.1 prior to first Occupation of the Development Practically Complete the Community Centre in good and workmanlike manner using good quality materials;
  - 2.3.2 not to permit or cause to permit first Occupation of the Development unless and until the Community Centre has been provided and made available for use in accordance with paragraph 2.3.1 of this Schedule;
  - 2.3.3 ensure that for the lifetime of the Development, any let or licence of the Community Centre to residents of the Boroughs is at an Affordable Rate; and
  - 2.3.4 to retain the Community Centre in its approved form for the lifetime of the Development following Practical Completion of the Development.

3. **TEMPORARY COMMUNITY SPACE STRATEGY**

3.1 The Owner covenants with OPDC that the Owner shall:

- 3.1.1 prior to the Commencement of Development submit to OPDC for approval the Temporary Community Space Strategy;
- 3.1.2 not to Commence or cause to Commencement until OPDC has approved the Temporary Community Space Strategy; and
- 3.1.3 ensure that the approved Temporary Community Space Strategy is thereafter implemented.

4. **GYM RELOCATION STRATEGY**

4.1 The Owner covenants with OPDC that the Owner shall:

- 4.1.1 prior to the Occupation of Development submit to OPDC for approval the Gym Relocation Strategy;
- 4.1.2 not to Occupy the Development until the Gym Relocation Strategy has been submitted to OPDC and OPDC has approved the Gym Relocation Strategy in writing; and
- 4.1.3 thereafter comply with and implement the approved Gym Relocation Strategy.

## SCHEDULE 6

### FRAMEWORK TRAVEL PLAN

#### 1. DEFINITIONS

<b>"Framework Travel Plan"</b>		means the travel plan to be submitted to OPDC for approval in accordance with this Schedule and which shall: <ul style="list-style-type: none"><li>(a) promote Sustainable Transport Measures by Occupiers, staff and visitors to the Development;</li><li>(b) include the information and measures set out at paragraph 3 of this Schedule;</li><li>(c) be in accordance with and expand upon the draft travel plan submitted with the Planning Application dated 16 December 2024, and</li><li>(d) be prepared in two parts to focus on the Student Accommodation element of the Development and separately on the non-residential element of the Development</li></ul>
<b>"Modal Split Targets"</b>		means the modal split targets identified in the approved Framework Travel Plan
<b>"Sustainable Transport Measures"</b>		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
<b>"Travel Monitoring"</b>	<b>Plan</b>	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: - <ul style="list-style-type: none"><li>(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;</li><li>(b) monitoring of the usage of the car parking which is available for use in the Development; and</li><li>(c) monitoring of the usage of cycle parking facilities by Occupiers, visitors to, and staff of, the Development</li></ul>
<b>"Travel Monitoring Contribution"</b>	<b>Plan</b>	means a total contribution of £3,000 (three thousand pounds) (Index Linked) towards the cost of OPDC monitoring compliance with the Framework Travel Plan and to be paid by the Owner to OPDC in equal instalments of £1,000 each in accordance with this Schedule
<b>"Travel Monitoring Period"</b>	<b>Plan</b>	means from First Occupation until 5 (five) years after First Occupation
<b>"Travel Monitoring Officer"</b>	<b>Plan</b>	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 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 First 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 Framework Travel Plan;

- 3.1.2 include a specimen welcome pack for all Occupiers of the Student Accommodation and non-residential elements of the Development and for tenants, staff and visitors to the Development;
- 3.1.3 contain clear commitments to measures aimed at:
- (a) providing and promoting public transport information (for example, maps, routes and timetables);
  - (b) positively influencing the travel behaviour of 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;
- 3.1.4 provide objectives and targets over the life of the Framework Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- 3.1.5 set out how monitoring travel surveys will be undertaken;
- 3.1.6 contain proposals for monitoring compliance with the Framework Travel Plan and achievement of the objectives and targets; and
- 3.1.7 set out a clear process for review, consultation and approval of changes (and specifically targets) with OPDC.

#### **4. REVIEW OF FRAMEWORK TRAVEL PLAN**

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

#### **5. MODAL SPLIT TARGETS**

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

#### **6. TRAVEL PLAN MONITORING CONTRIBUTION**

- 6.1 The Owner covenants with OPDC that the Owner shall:-
- 6.1.1 pay £1,000 (one thousand pounds) (Index Linked) of the Travel Plan Monitoring Contribution to OPDC prior to 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 £1,000 (one thousand pounds) (Index Linked) of the Travel Plan Monitoring Contribution to OPDC prior to the third anniversary of First Occupation of the Development;
- 6.1.4 pay £1,000 (one thousand pounds) (Index Linked) of the Travel Plan Monitoring Contribution to OPDC prior to the fifth anniversary of First Occupation of the Development.

## SCHEDULE 7

### CODE OF CONSTRUCTION PRACTICE

#### 1. DEFINITIONS

- "Construction Management Contribution"** means the sum of £33,564 (thirty three thousand five hundred and sixty four 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 groups in the vicinity of the Site) and which shall tie in the Construction Environment Management Plan secured by planning condition 8
- "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 MANAGEMENT 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 8

### EMPLOYMENT, TRAINING, SKILLS AND PROCUREMENT

#### 1. DEFINITIONS

<b>"Affordable Workspace Contribution"</b>	means the sum of £26,799 (twenty six thousand seven hundred and ninety nine pounds) (Index Linked) towards the Off Site provision of affordable workspace in the area
<b>"Apprentice"</b>	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
<b>"Apprentice Terms"</b>	means: <ul style="list-style-type: none"><li>(a) a Local Resident;</li><li>(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 Owner shall use Reasonable Endeavours to ensure the continuation of the relevant apprenticeship elsewhere on the Development;</li><li>(c) supported through paid day release to undertake relevant training; and</li><li>(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</li></ul>
<b>"Construction Period"</b>	means the period from the Implementation Date to the date of Practical Completion of the Development
<b>"Employment, Training and Skills Contribution"</b>	means the sum of £48,950 (forty eight thousand nine hundred and fifty pounds) 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
<b>"Local Labour, Skills and Employment Strategy and Management Plan"</b>	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"><li>(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</li><li>(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</li></ul>

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 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) paid work experience placements for students or jobseekers;
  - (b) paid internships or paid traineeships linked to the construction of the Development;
  - (c) accredited pre-employment training programs targeting under represented groups; and
  - (d) community employment schemes approved by OPDC targeting under-represented groups

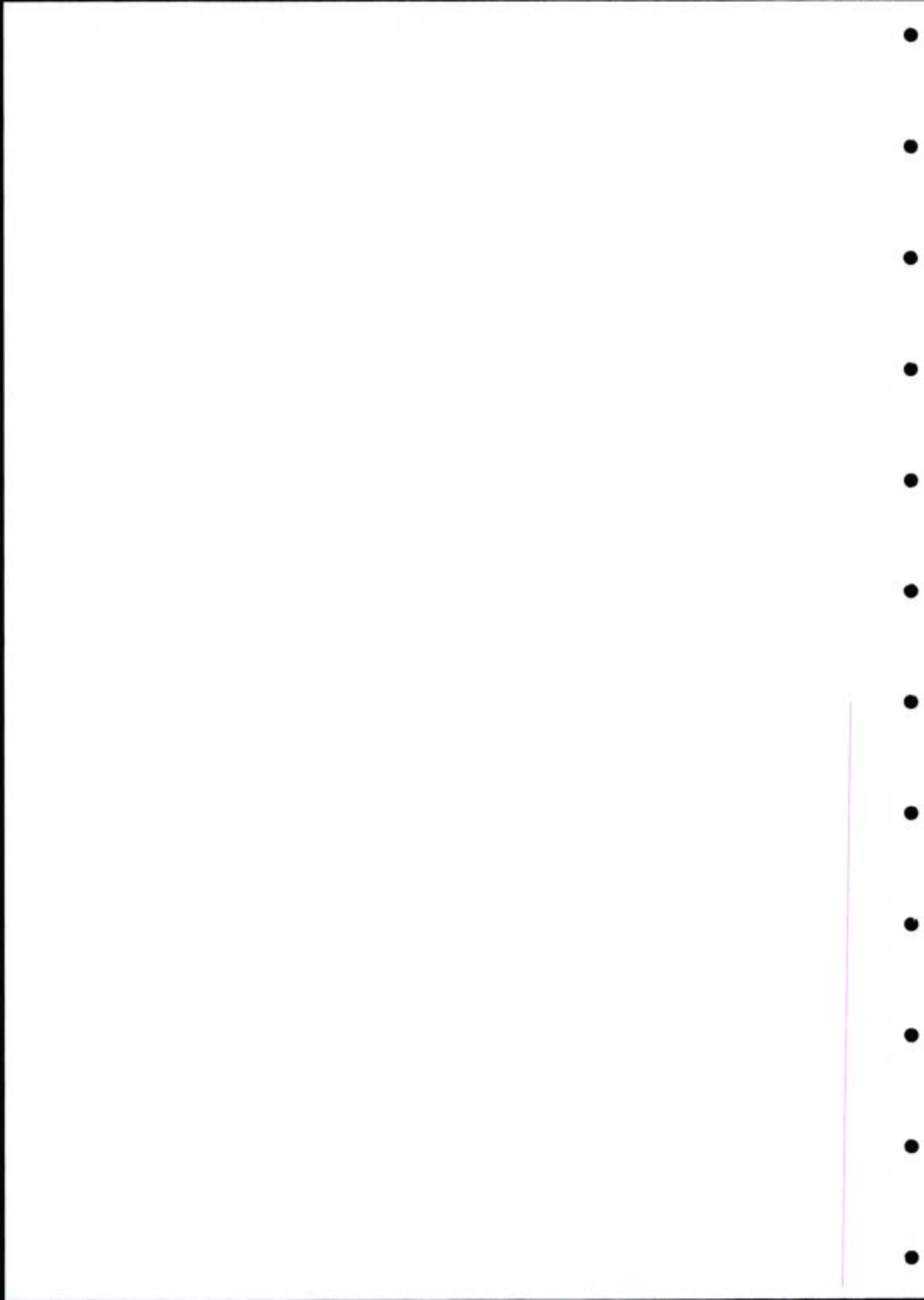
## 2. EMPLOYMENT, TRAINING AND SKILLS

### 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 6 (six) 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
- 2.3.5 provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.
- 2.4 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 and progress against the target number(s) of employment, training and skills targets.
- 2.5 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 this paragraph 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:
- 2.5.1 £30,000 (thirty thousand pounds) (Index Linked) per apprenticeship;
- 2.5.2 £25,000 (twenty five thousand pounds) (Index Linked) per job.
- 2.6 The Owner covenants with OPDC that where the Owner receives written notice from OPDC seeking a compliance payment pursuant to paragraph 2.5 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).
- 2.7 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. LOCAL PROCUREMENT**
- 3.1 The Owner shall no later than three months prior to the Implementation Date provide the OPDC with a schedule of the construction contracts and suppliers required in connection with the Construction Period, such schedule to:
- 3.1.1 include the estimated value/budget of packages, expected start and completion timeframes and any additional health and safety requirements for specific packages; and
- 3.1.2 show all opportunities for contracted and sub-contracted supplies and services.

3.2 The Owner shall use Reasonable Endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 10% of the total value of the goods and services procured.

3.3 The Owner shall report:

3.3.1 efforts to transact business with Local Businesses; and

3.3.2 the value of all orders placed with Local Businesses,

to the OPDC on a quarterly basis from the date of submission of the schedule pursuant to paragraph 3.1 until the completion of the tendering stage for construction of the Development.

#### 4. **EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTION**

4.1 The Owner covenants with OPDC that the Owner shall:

4.1.1 pay the Employment, Training and Skills Contribution to OPDC prior to Commencement of Development;

4.1.2 not Commence the Development until the Employment, Training and Skills Contribution has been paid in full to OPDC pursuant to paragraph 4.1.1 of this Schedule.

#### 5. **AFFORDABLE WORKSPACE CONTRIBUTION**

5.1 The Owner covenants with OPDC that the Owner shall:

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

5.1.2 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 5.1.1 of this Schedule.

#### 6. **COMMERCIAL FLOORSPACE**

6.1 The Owner covenants with OPDC that the Owner shall:

6.1.1 fit out the Commercial Units to a white box/Category A standard prior to Occupation;

6.1.2 not allow or permit Occupation of the Commercial Units unless and until the Commercial Units have been fitted out in accordance with paragraph 6.1.1 of this Schedule.

6.2 If an Occupier is secured prior to Occupation of the Commercial Units, the Owner shall fit out the Commercial Unit to the Occupier's requirements at an equivalent level to the white box/Category A standard required pursuant to paragraph 6.1 of this Schedule.

## SCHEDULE 9

### ENERGY AND SUSTAINABILITY

#### 1. DEFINITIONS

"Alternative Heat Solution"	means the alternative low carbon heat solution for the Development, set out in the Energy Strategy
"Carbon Offset Contribution"	means the sum equivalent to £2,850 (two thousand eight hundred and fifty pounds) per tonne of carbon (such figure being derived from the sum of £95 per tonne of carbon being multiplied over 30 (thirty) years) shortfall in carbon emission savings as identified by the CO <sup>2</sup> Audit
"CO <sup>2</sup> Audit"	means an audit of the CO <sup>2</sup> emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
"Connection and Supply Agreement"	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
"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"	means the following key terms that must be included within the Connection and Supply Agreement:  (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  (c) 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)
"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
"District Heating Network"	means the district energy network providing low carbon heat in the locality of the Site, being developed by OPEN ESCO
"Energy Performance Monitoring"	means monitoring of the energy performance of the Development in accordance with London Plan 2021 Policy SI 2 (and related guidance)

<b>"Energy Performance Monitoring Period"</b>	means a period of not less than 5 (five) years commencing on the date of First Occupation of the Development
<b>"Energy Performance Monitoring Report"</b>	means a report to be submitted on each anniversary of the date of First Occupation of the Development during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
<b>"Energy Strategy"</b>	means the energy strategy submitted with the Planning Application for the Development dated 1 October 2025
<b>"Future Proofing Measures"</b>	<p>means technical measures to be incorporated within the Development to ensure that it can connect to the District Heating Network in the future, such measures to be compliant with the Guidance and include (without limitation):-</p> <ul style="list-style-type: none"> <li>(a) 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;</li> <li>(b) installation of sufficiently sized sleeves in the building foundations/basement wall line to permit future introduction of external buried pipework into the building from a District Heating Network;</li> <li>(c) demonstration of the route the pipework would take within the fabric of the building necessary to connect to the District Heating Network;</li> <li>(d) suitable plant space provision for a future thermal substation including plate heat exchanger and any ancillary equipment required (such as pumps, controls, and other relevant equipment);</li> <li>(e) 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;</li> <li>(f) a heating system allowing the District Heating Network to connect into a single point of supply for the Development;</li> <li>(g) a secondary heating system that delivers flow and return temperatures and water quality specifications which are compliant with Guidance and UK best practice for this building type; and</li> <li>(h) construction of a thermal substation appropriately located such that the substation can serve the Development's heating system in the future and such</li> </ul>

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;

where these guidance documents are relevant to the uses proposed in the Development

**"Heat-on Date"**

the date agreed between the Owner and OPEN ESCO on which the first supply of heat is required under the Development programme (where connection secured under paragraph 1 of this Schedule) being reasonably in advance of practical completion

**"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 (or any amendments or updates to those)

**"Heat Trust Scheme Rules"**

means the quality and protection standards for heat network consumers published by Heat Customer Protection Limited (or any replacement to those which may be published)

**"Non-Connection Notice"**

means a notice issued by the Owner to OPDC pursuant to paragraph 2.4 or 3.8 (as applicable)

**"OPEN ESCO"**

means OPEN ESCO Limited (company number 16305883) that is responsible for the District Heating Network

means:-

**"Reference Period"**

- (a) for the purpose of paragraph 1.2 of the Annex to this schedule, a period of 20 years from practical completion of the Development; and
- (b) or the purpose of paragraph 1.3 of the Annex to this schedule, a period of 20 years from the date of the Connection Notice;

**"Total Cost"**

means the aggregate of the connection charges, fixed charges and variable charges (based on a reasonable forecast of heat demand of the Development) that would be paid to OPEN ESCO pursuant to the Connection and Supply Agreement over the Reference Period

**"Zero Carbon Development"**

means a development whose net carbon dioxide emissions, taking account of emissions associated with all

energy use, is equal to zero or negative across the year where "energy use" will cover both energy uses currently regulated by any applicable building regulations and other energy used in the home

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

- 2.1 The Owner covenants with OPDC that it shall comply with this paragraph in the event it is confirmed following engagement between the Owner and OPEN ESCO that the District Heating Network will be available prior to the anticipated date of First Occupation, unless otherwise agreed between OPDC and the Owner.
- 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 primary 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, unless otherwise agreed between OPDC and the Owner.
- 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 within 20 Working Days (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 Connection and Supply 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.

3.2 The Development shall be designed and constructed to connect to or not to prejudice a future connection to the District Heating Network.

3.3 No Development shall be Commenced until the Owner has submitted and obtained OPDC's written approval within 20 Working Days 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 of the Alternative Heat Solution and Future Proofing Measures.

3.5 Subject to paragraph 3.10 and 3.15 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 Reasonable Endeavours to complete a Connection and Supply Agreement with OPEN ESCO within 5 (five) years 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 5 (five) years 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 2.4 of this Schedule; and

3.9.2 OPEN ESCO has failed to offer to enter into a Connection and Supply Agreement meeting the Core Terms.

3.10 OPDC shall consider the Non-Connection Notice and confirm in writing within 20 (twenty) Working Days (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 shall 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 Connection and Supply Agreement within 12 weeks of the date of the Expert's determination unless otherwise agreed with the Expert; 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 up to 15 (fifteen) years following First Occupation.

#### **4. CARBON OFFSET 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 CO<sup>2</sup> Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO<sup>2</sup> Audit.

4.2 Within 20 (twenty) Working Days of First Occupation the Owner shall commission the CO<sup>2</sup> Audit and give written notification of such fact to OPDC.

4.3 On completion of the CO<sup>2</sup> Audit the CO<sup>2</sup> 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 CO<sup>2</sup> Audit.

4.4 If a Connection and Supply Agreement has been completed by the Owner pursuant to paragraph 3.7, the Owner shall submit an updated CO<sup>2</sup> Audit reflecting any additional carbon emissions savings obtained by the connection to the District Heating Network to OPDC for written approval (the "Revised CO<sup>2</sup> Audit").

4.5 If OPDC acting reasonably agrees that the Revised CO<sup>2</sup> Audit identifies a reduction in the Carbon Offset Contribution, OPDC shall, within 28 days, repay to the Owner (or the person who made the payment if not the Owner) the reduction of the Carbon Offset Contribution identified in the Revised CO<sup>2</sup> Audit which has not been expended or committed in accordance with the provisions of this Deed, along with any interest accrued.

#### **5. ENERGY PERFORMANCE MONITORING**

5.1 In order to monitor the Development's energy performance, the Owner shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

5.2 The Owner shall prepare and submit to OPDC for approval an Energy Performance Monitoring Report by no later than 2 (two) weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.

#### **6. REDUCTION OF ENERGY DEMAND**

6.1 The Owner shall use reasonable endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:

6.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

- 6.1.2 the promotion of the use of energy efficient appliances; and
- 6.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

## ANNEX TO SCHEDULE 9

### CALCULATION OF COUNTERFACTUAL COSTS

#### 1.1 DEFINITIONS

'CF'	means the Counterfactual Cost
'Ce'	means the costs of securing additional electrical capacity for the purpose of operating the Alternative Heat Solution
'Cd'	means the design, construction and labour costs, including professional fees, contractor / sub-contractor costs in relation to the Alternative Heat Solution
'Cp'	means capital cost of the plant and equipment (e.g. heat pump, boilers, thermal stores), including ancillary equipment (including electrical infrastructure, buffer tanks etc) of the Alternative Heat Solution
'Cs'	means the 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)
'D'	means the cost incurred in connection with the decommissioning, disconnection and/or mothballing of the Alternative Heat Solution
"Discount Rate"	means the real discount rate published in HM Treasury's Green Book (or any successor guidance) as at the Connection Notice date or such other rate as the parties may agree in writing
'G'	means 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 been incurred
"Net Present Value"	means the value of a future cost discounted to present-day terms using the Discount Rate
'Of(avg)'	means the average 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)
'Om(avg)'	means the cost of planned preventative maintenance (including contractor / subcontractor costs and margin) including all spare parts and consumables for the

Alternative Heat Solution and based on a reasonable forecast of the expected design life

**"Rr(avg)"** means the average annual repair cost (including parts and repairs) that would reasonably be expected to be incurred by the Owner (or the management company / other responsible party) in connection with the Alternative Heat Solution

**"Rl(total)"** means the lifecycle replacement costs (including parts and repairs) that would reasonably be expected to be incurred by the Owner (or the management company / other responsible party) in connection with the 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)

**"Rl(remaining)"** means the lifecycle replacement cost of the equipment, adjusted for its remaining economic life and residual value at the Connection Notice date with the economic life of each item of equipment determined by reference to the indicative economic life expectancy tables in CIBSE Guide M (or any equivalent prevailing industry guidance as at the Connection Notice date) and for the purposes of calculating residual value, the equipment shall be assumed to depreciate on a straight-line basis over its economic life

**"T"** means the Reference Period

1.2 The Counterfactual Costs shall be calculated in accordance with this Annex to Schedule 9. For the purposes of this Annex to Schedule 9, all future operating, maintenance repair and lifecycle replacement costs shall be discounted to Net Present Value using the Discount Rate and all such costs shall be expressed on a Net Present Value basis.

1.3 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 calculated as follows:

$CF = CapEx + OpEx + RepEx$ , where

(a) **Capital Expenditure "CapEx"**

$$CapEx = Cp + Cs + Ce + Cd$$

(b) **Operational Expenditure "OpEx"**

$$OpEx = T \times (Of(avg) + Om(avg))$$

*Where the  $Of(avg)$  is based on a reasonable forecast of demand and expected co-efficiency of performance of the Alternative Heat Solution*

(c) **Rep-ex and Lifecycle Expenditure "RepEx"**

$$RepEx = T \times Rr(avg) + Rl(total)$$

- 1.4 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 calculated as follows:

$$CF = OpEx + RepEx, \text{ where}$$

(a) **Operational Expenditure "OpEx"**

$$OpEx = T \times (Of(avg) + Om(avg))$$

*Where  $Of(avg)$  is 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*

(b) **Rep-ex and Lifecycle Expenditure "RepEx"**

$$RepEx = T \times Rr(avg) + Rl(remaining)$$

And provided that where the Alternative Heat Solution would need to be decommissioned or disconnected prior to connecting to a District Heating Network the Counterfactual Cost shall be calculated as follows:

$$CF = OpEx + RepEx - (D + G)$$

- 1.5 As part of the negotiations in relation to entry into a Connection and Supply Agreement in accordance with paragraph 2 or paragraph 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 10**  
**DESIGN MONITORING**

**1. DEFINITIONS**

<b>"Approved Drawings"</b>	means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions
<b>"Architect"</b>	means Carey Jones Chapman Tolcher (Companies House Registration 07415277) with the registered address of Second Floor, 56 Wellington Street, Leeds, West Yorkshire, England, LS1 2EE
<b>"Design Conditions"</b>	means Conditions 10, 11, and 12 of the Planning Permission requiring the submission and approval of design details, materials and samples and <b>"Design Condition"</b> means any one of them
<b>"Design Monitoring Costs"</b>	means the monies paid in accordance with 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
<b>"Development"</b>	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
<b>"S73 Permission"</b>	means a permission granted pursuant to an application for an amendment to the Planning Permission pursuant to section 73 of the 1990 Act
<b>"S96A Amendment"</b>	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

**2. DESIGN TEAM STATEMENT**

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the details of the design team who were involved in the preparation of these details and confirmation that the 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 COSTS

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

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

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

3.2 If the Architect (or any alternative architect appointed pursuant to paragraph 3.1.1 of this Schedule) 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 (five) Working Days of that event being confirmed; and

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

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

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

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

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

### 4. RESTRICTION ON DEVELOPMENT

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

4.2 No Development shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Architect appointed (or any architect appointed pursuant to paragraph 3.1.1 of this Schedule) 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 OLD OAK AND PARK ROYAL  
DEVELOPMENT CORPORATION  
acting by:



*[Handwritten Signature]*  
.....  
Authorised Signatory

DIRECTOR OF PLANNING

*[Handwritten Signature]*  
(Authorised Signatory)  
HEAD OF PLANNING - DEVELOPMENT MANAGEMENT

Executed as a Deed by IMPERIAL COLLEGE OF  
SCIENCE TECHNOLOGY AND MEDICINE acting by  
two directors

.....  
Signature of Director

.....  
Full Name (Director)

.....  
Signature of Director/Secretary

.....  
Full Name (Director/Secretary)

## APPENDIX 1

### PLANS

Plan 1 – Site

Plan 2 – Woodward Buildings

Plan 3 – Community Centre

Plan 4 – PAOS

Plan 5 – Highway Reinstatement Area

Plan 6 – Highway Works

Plan 7 – Affordable Student Accommodation Units

Plan 1 – Site

00 Plan 1  
Scale - 1:1250



PGI CICT 2004  
Date

LCM 28/11/25 AGH  
By Date Ch



See Section

Scale 1:1250  
0 10 20 30 40 50 60m

A3  
Project: [unclear]

KS  
CB

Project No	00
Client	PLANNING
Scale	1:1250
Date	28/11/25
Author	AGH
Check	AGH
Drawn By	AGH
LCM	AGH
Approved	AGH
Project No	00
Client	PLANNING
Scale	1:1250
Date	28/11/25
Author	AGH
Check	AGH
Drawn By	AGH
LCM	AGH
Approved	AGH

Carry Jones  
Chapman  
Toshner

PLANNING

**Plan 2 – Woodward Buildings**

00 Plan 2  
Scale - 1:250



POI: CACT main  
By: DPA

LOV: 28.11.25  
By: DPA

Site boundary and development boundary

Scale 1:250  
0 10 20 30 40 50 60m

A3  
Revised design layout

ESTW  
CPS

Author	Date	Version
Author	28.11.25	1.0
Checked		
Approved		

**Cerys Jones**  
**Chapman**  
**Rockwell**

PLANNING



Plan 3 – Community Centre

162332194 191602471



Plan 4 - PAOS

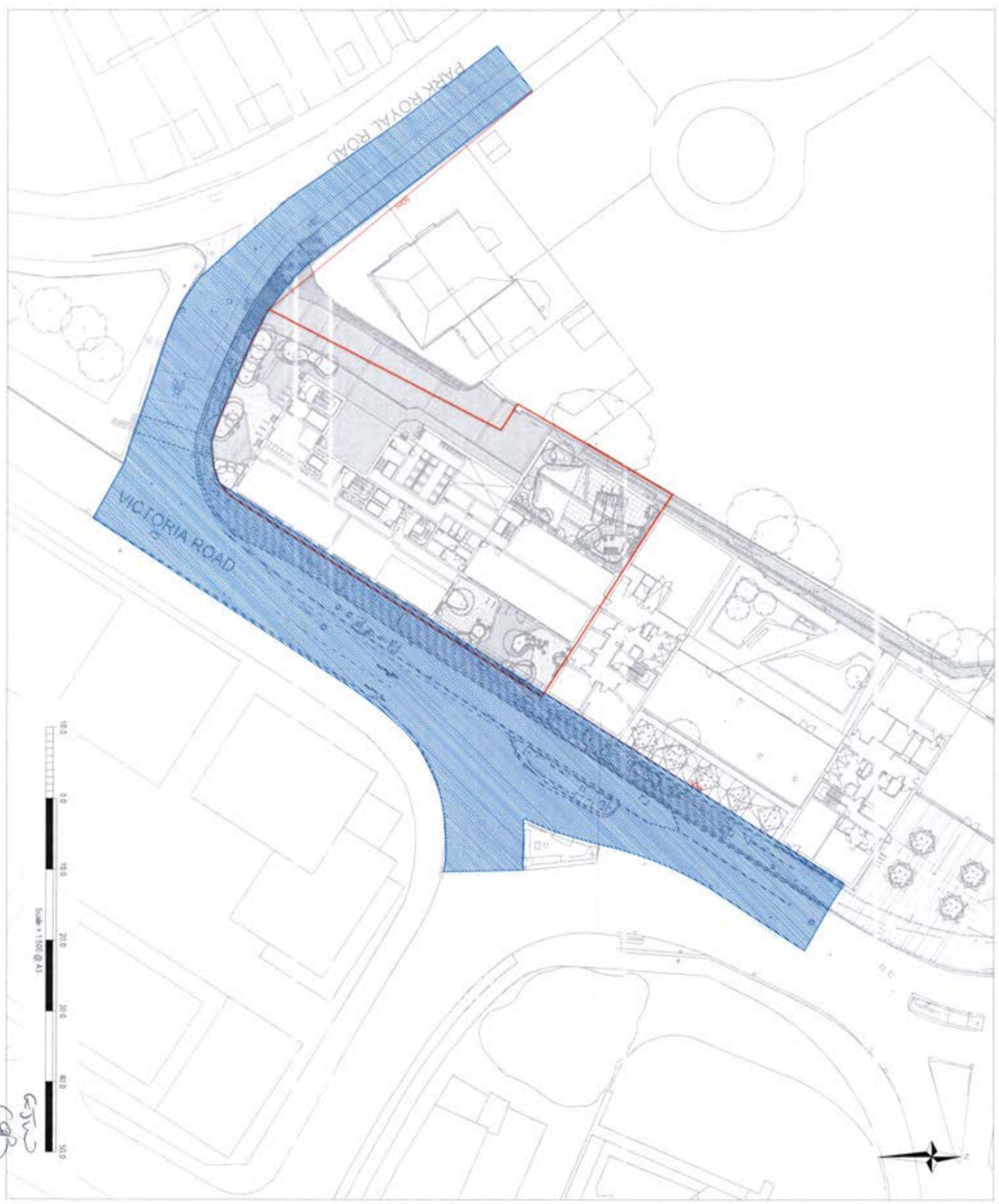
162332104 19/662471





Plan 5 - Highway Reinstatement Area

162332 194 19602471



- GENERAL NOTES**
1. THE CONTENTS OF THIS DRAWING ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.
  2. THE DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELATED PROJECTS AND ENGINEER'S DRAWINGS AND SPECIFICATIONS.
  3. CONSULT LOCAL AUTHORITY, ENVIRONMENTAL AGENCIES AND OTHER RELEVANT AGENCIES TO OBTAIN ALL NECESSARY CONSENTS AND APPROVALS.
  4. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
  5. FOR SPECIFIC NOTES REFER TO DRAWING: [REDACTED]



Rev	Description	Date	By	Checked
1	Issue for Information	10/12/20	AS	MS

**Curtins** | Building a better future

**INFORMATION**

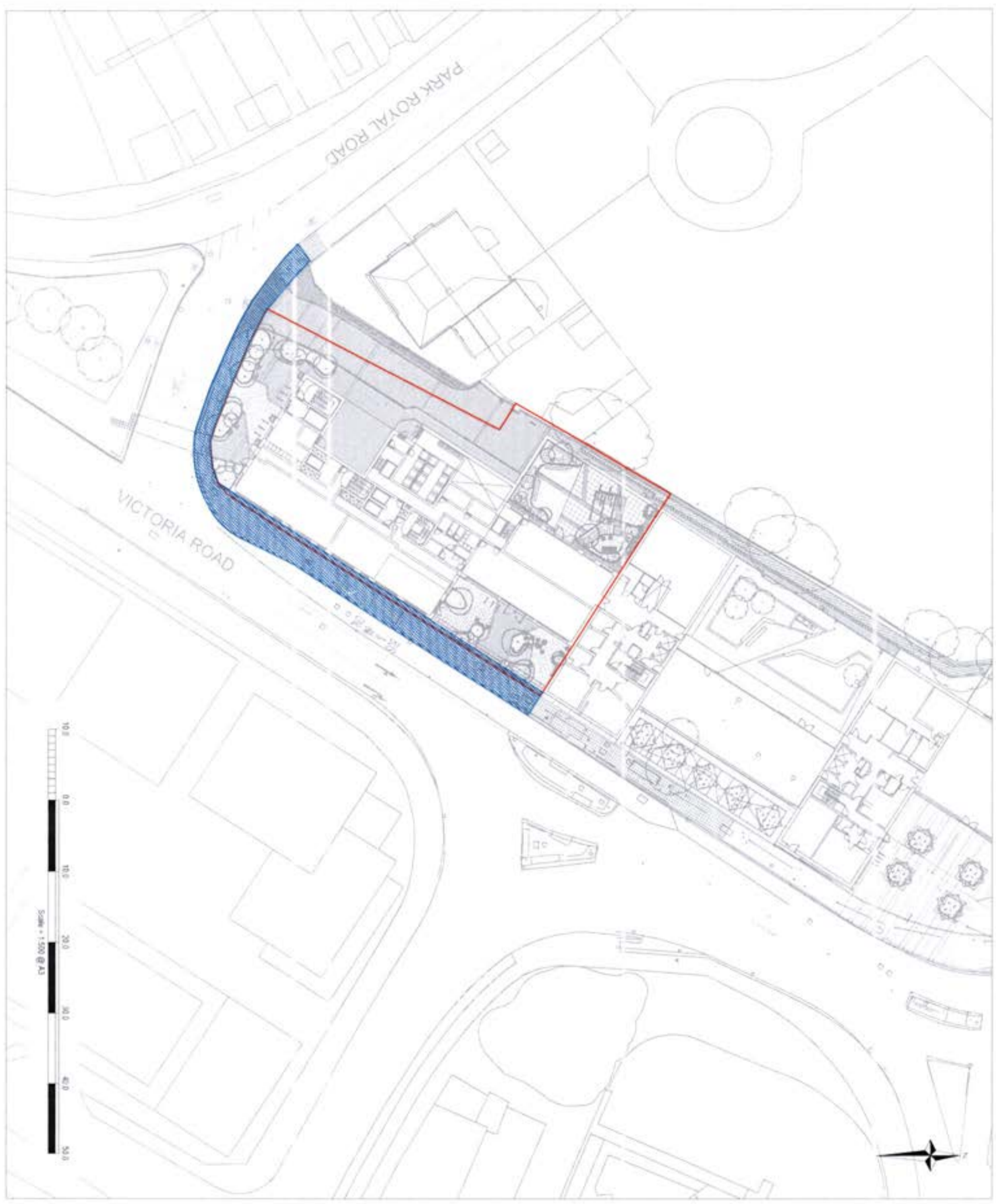
WOODWARD BUILDINGS, BLOCK A  
ACW/W/A2200

**HIGHWAY REINSTATEMENT AREA BOUNDARY**

85559-CUR-00-XX-DR-TP-05003 03

Plan 6 - Highway Works

162332194 19/06/24 71



- GENERAL NOTES**
1. THE CONTENTS OF THIS DRAWING IS FOR INFORMATION AND NOT FOR CONSTRUCTION PURPOSES.
  2. THE DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS.
  3. CONSULT THE ENGINEERING, ARCHITECTURAL, STRUCTURAL AND SERVICES DRAWINGS FOR ALL DIMENSIONS AND SPECIFICATIONS.
  4. ALL DIMENSIONS ARE IN METERS UNLESS NOTED OTHERWISE.
  5. FOR VERTICAL NOTES REFER TO DRAWING: J4-STR-001-001-001-001-001



Rev	Description	Date	By	Check

**Curtins** | Building a better future

**INFORMATION**

WOODWARD BUILDINGS, BLOCK A  
 ACW/W/A/2200

**HIGHWAY WORKS BOUNDARY**

65559-CUR-00-XX-DR-TP-05004 02

Plan 7 - Affordable Student Accommodation Units

162332194.19/602471



**01 Proposed 1st Floor Plan**  
Scale - 1/200



Proposed Room 01

A1 Proposed Lobby Area

Proposed Room 01

Proposed Room 01

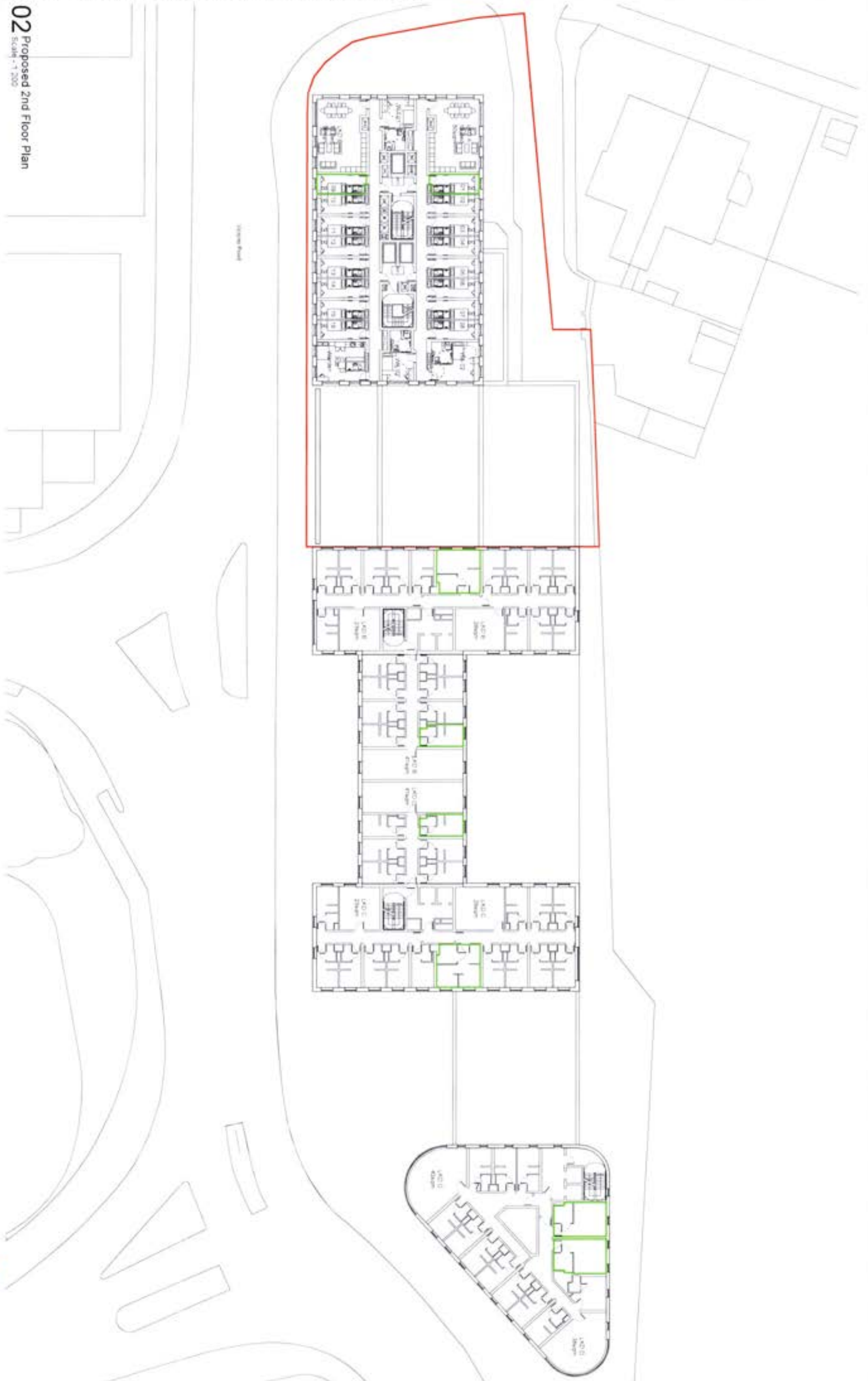
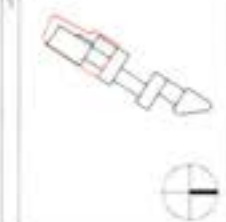
Proposed Room 01

FOR INFORMATION

Jones Chapman Toucher  
 Architects  
 1000 15th Street, Suite 1000  
 Denver, CO 80202  
 Phone: 303.733.1000  
 Fax: 303.733.1001  
 www.jct.com

# 02 Proposed 2nd Floor Plan

Scale 1:200



Proposed 2nd Floor Plan

A1 Proposed 2nd Floor Plan

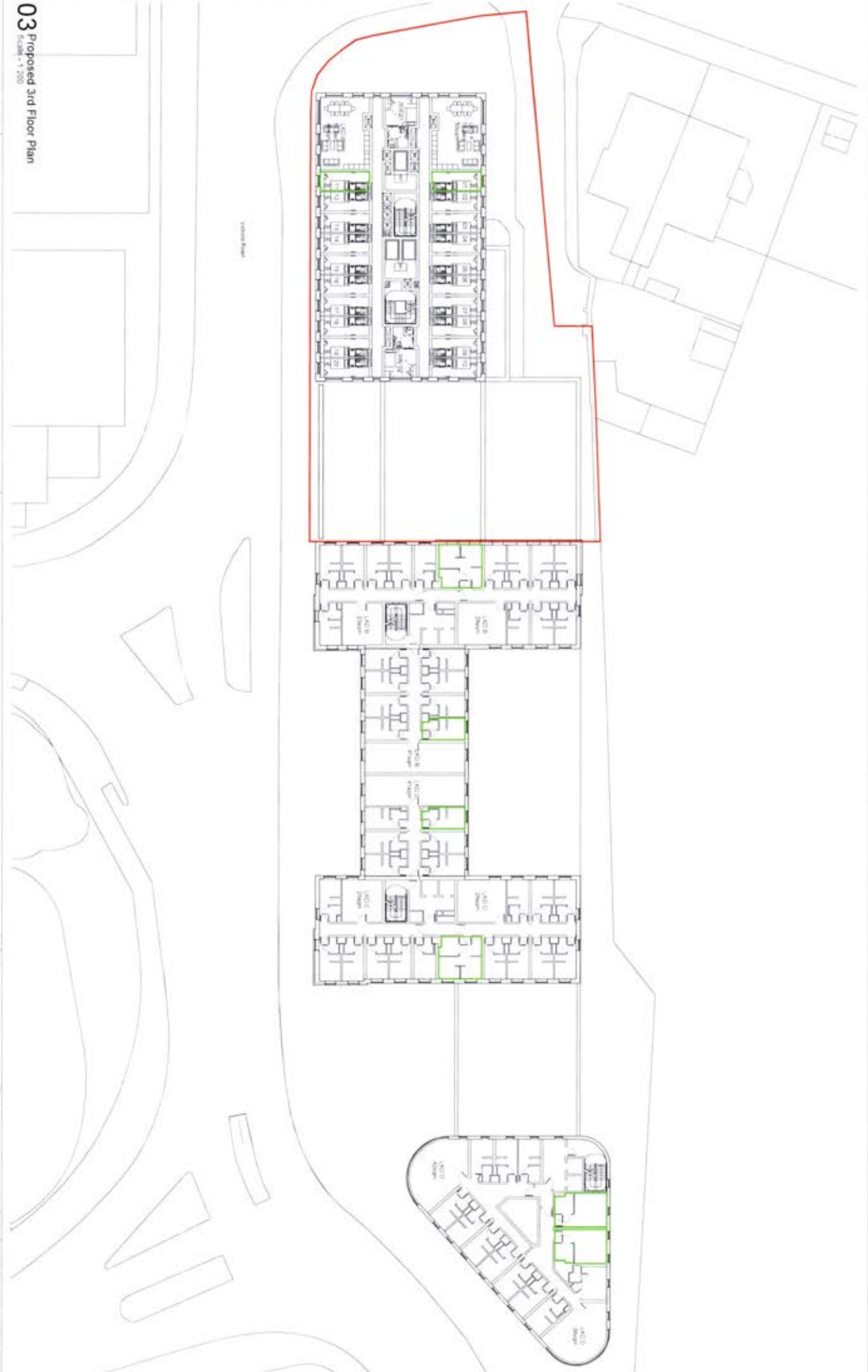
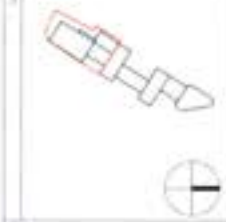


Project Name	Proposed 2nd Floor Plan
Client	Chapman & Partners
Scale	1:200
Date	11/01/2011
Drawn By	ASB
Checked By	ASB
Project No.	11/01/2011
Sheet No.	02

**FOR INFORMATION**  
 Carey Jones  
 Chapman  
 Rolfe  
 ASB  
 ASB

# 03 Proposed 3rd Floor Plan

Scale - 1/8" = 1'-0"



Proposed 3rd Floor Plan

A1 Proposed 3rd Floor Plan

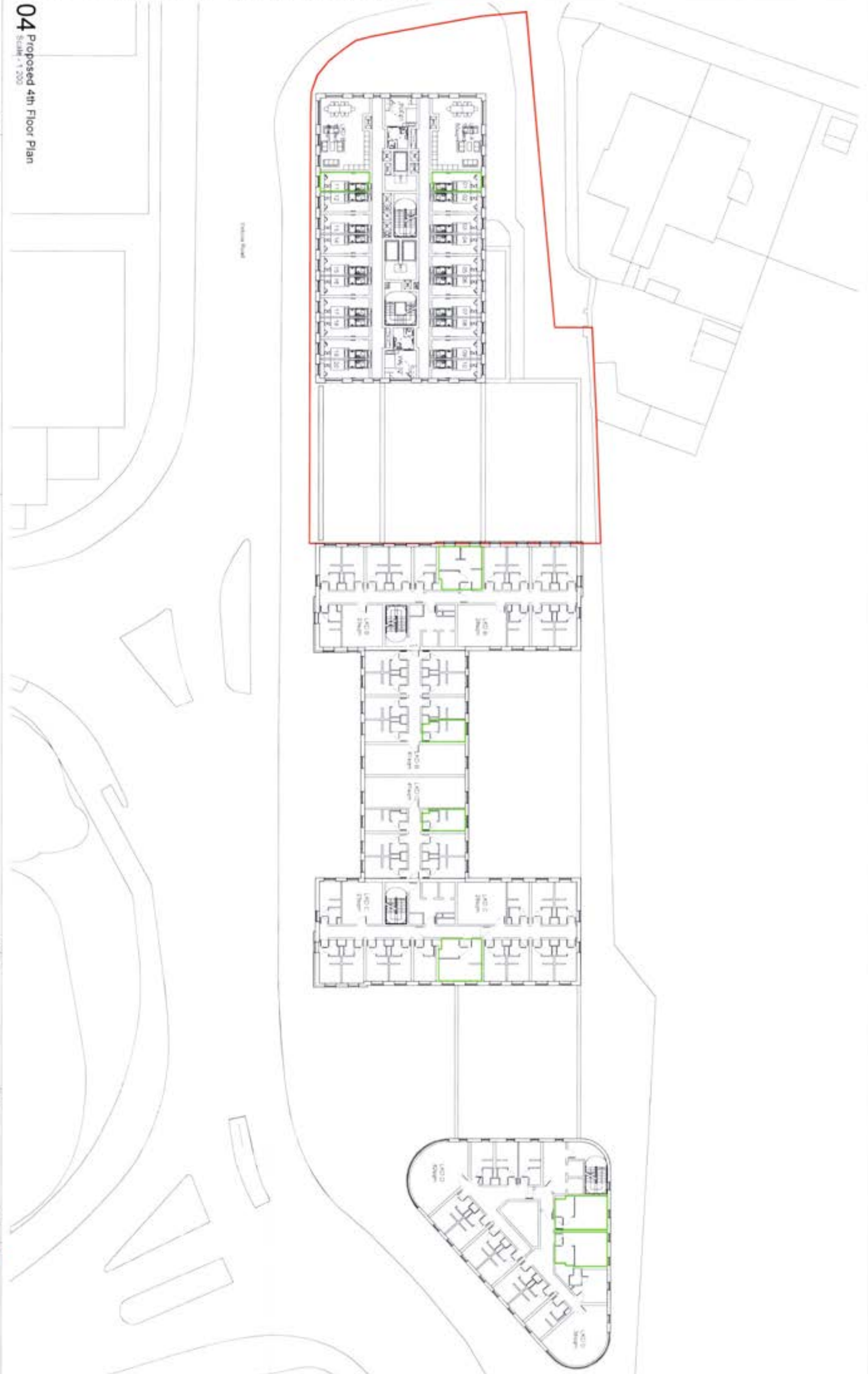
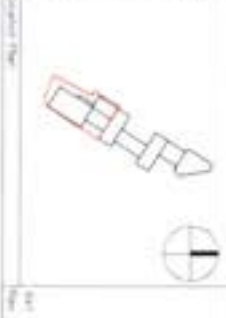
Scale - 1/8" = 1'-0"

Project:	Proposed 3rd Floor Plan	Scale:	1/8" = 1'-0"
Client:	Chapman & Cutler	Author:	ESJ
Address:	1000 North Dearborn Street, Chicago, IL 60610	Checker:	CRS
Date:	12/15/2011	Project No.:	1000ND
Drawn by:	ESJ	Sheet No.:	03
Checked by:	CRS	Project Name:	1000ND

**FOR INFORMATION**

# 04 Proposed 4th Floor Plan

Scale: 1/200



Proposed Rooms



A1 Proposed 4th Floor Plan

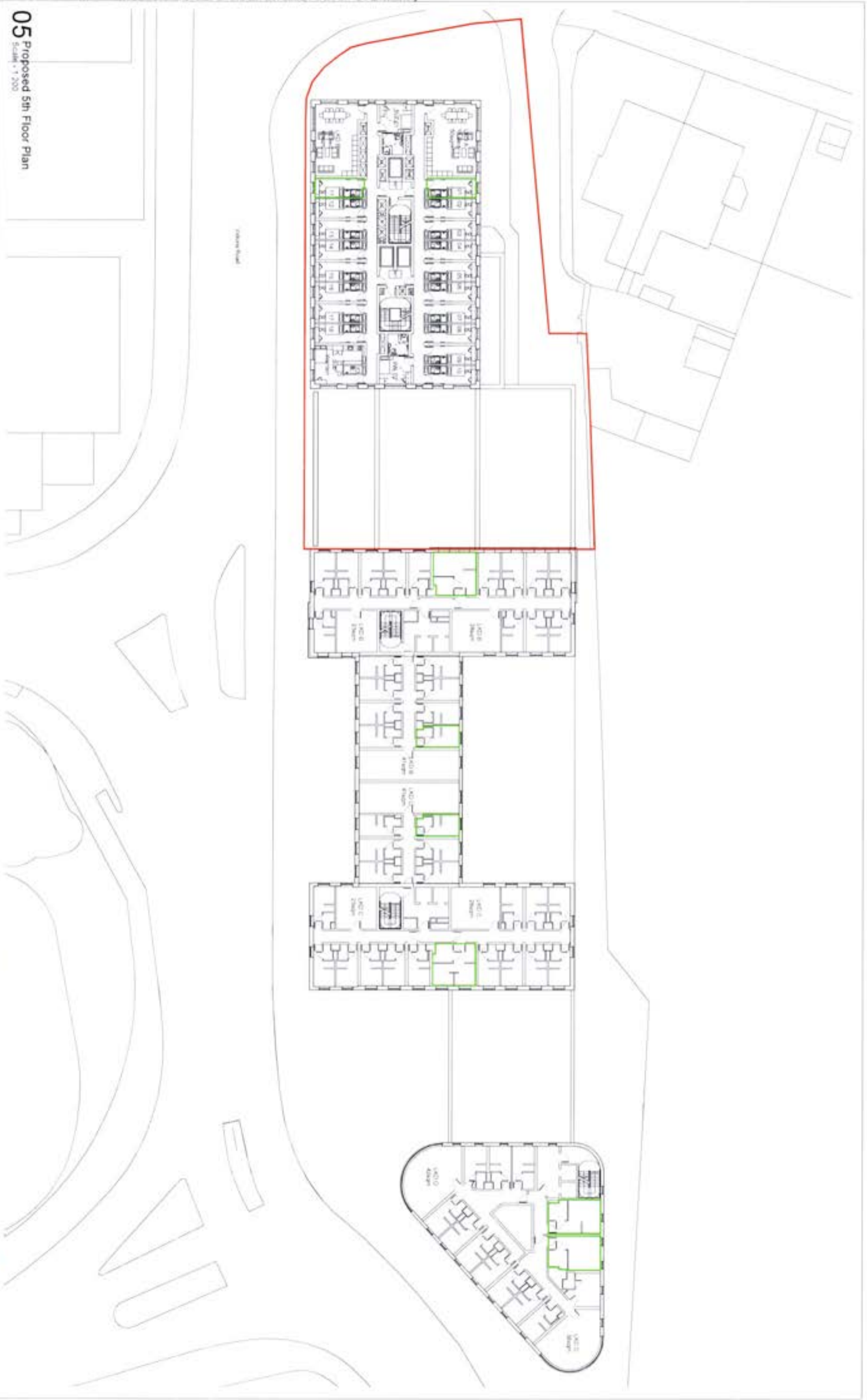
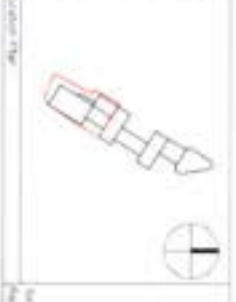
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Client	13305
Architect	13305
Scale	1/200
Date	13305
Author	13305
Checker	13305
Project Manager	13305
Project Engineer	13305
Project Architect	13305
Project Designer	13305
Project Drafter	13305
Project Printer	13305
Project Plotter	13305
Project Finisher	13305
Project Installer	13305
Project Maintainer	13305
Project Operator	13305
Project Supervisor	13305
Project Manager	13305
Project Engineer	13305
Project Architect	13305
Project Designer	13305
Project Drafter	13305
Project Printer	13305
Project Plotter	13305
Project Finisher	13305
Project Installer	13305
Project Maintainer	13305
Project Operator	13305
Project Supervisor	13305

**FOR INFORMATION**

Jones  
 Chapman  
 Toucher  
 EJS  
 CBS

# 05 Proposed 5th Floor Plan

Scale: 1/8" = 1'-0"



Architect: Chapman Jones & Co. Inc.  
Project: 12/11/2024

Scale: 1/8" = 1'-0"  
Date: 12/11/2024

Proposed 5th Floor Plan  
Scale: 1/8" = 1'-0"

A1  
Proposed 5th Floor Plan

Project Name	12/11/2024
Project Address	12/11/2024
Project Description	12/11/2024
Project Status	12/11/2024
Project Date	12/11/2024

**FOR INFORMATION**

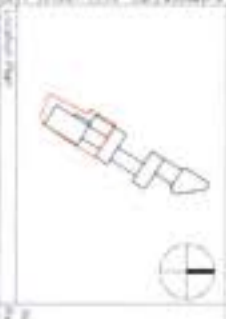
Chapman Jones & Co. Inc.  
 Chapman  
 Jones  
 & Co. Inc.  
 Architects

12/11/2024

12/11/2024

# 05 Proposed 5th Floor Plan

Scale - 1/200



Architect: [Faint text]

Scale: 1/200



A1

Proposed 5th Floor Plan

Project Name	05 Proposed 5th Floor Plan
Client	[Faint text]
Scale	1/200
Date	[Faint text]
Drawn by	[Faint text]
Checked by	[Faint text]

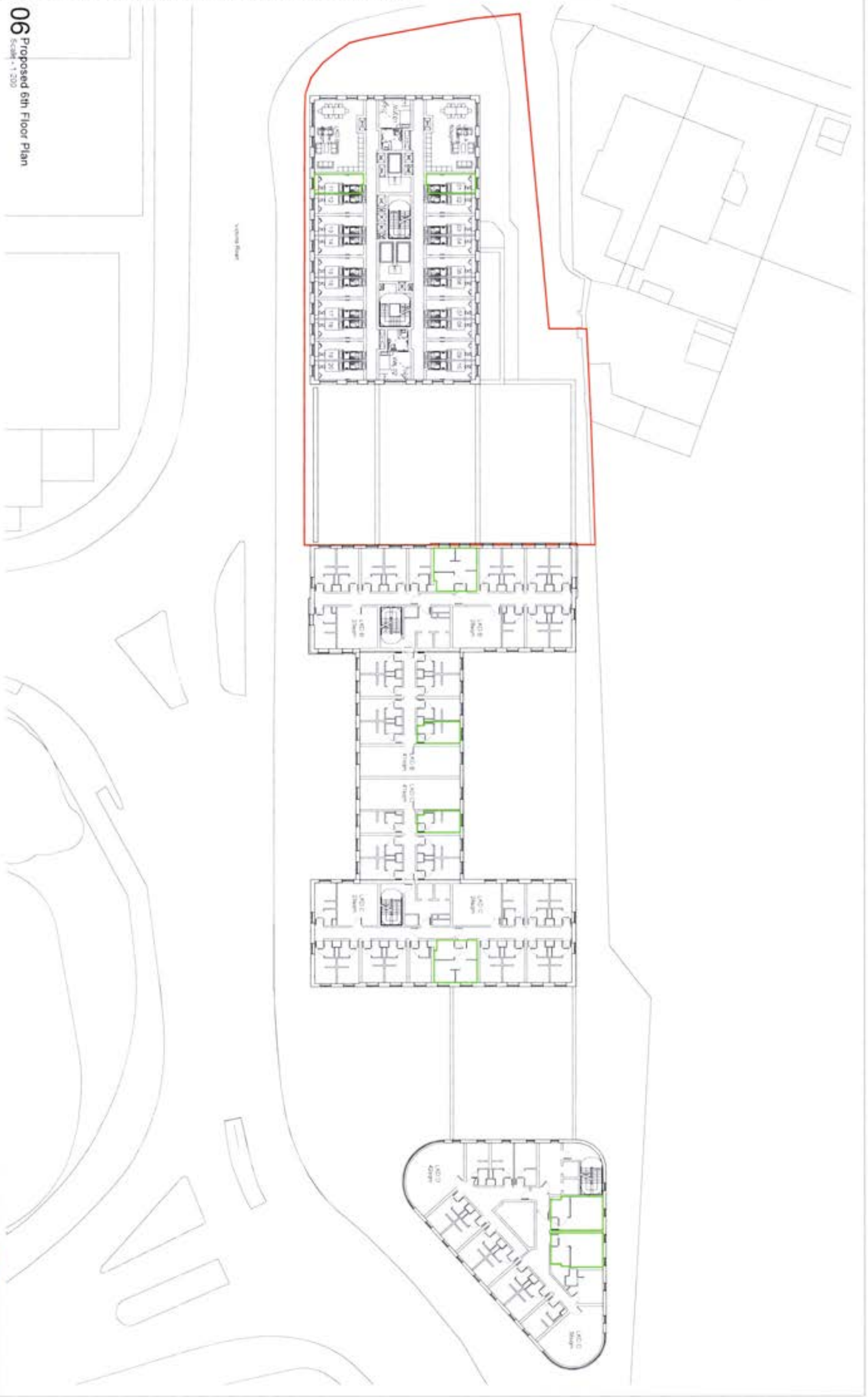
**FOR INFORMATION**

Cary  
 Jones  
 Chapman  
 Tolcher

EJS  
 CRB

# 06 Proposed 6th Floor Plan

Scale: 1/8" = 1'-0"



A1  
Proposed 6th Floor Plan

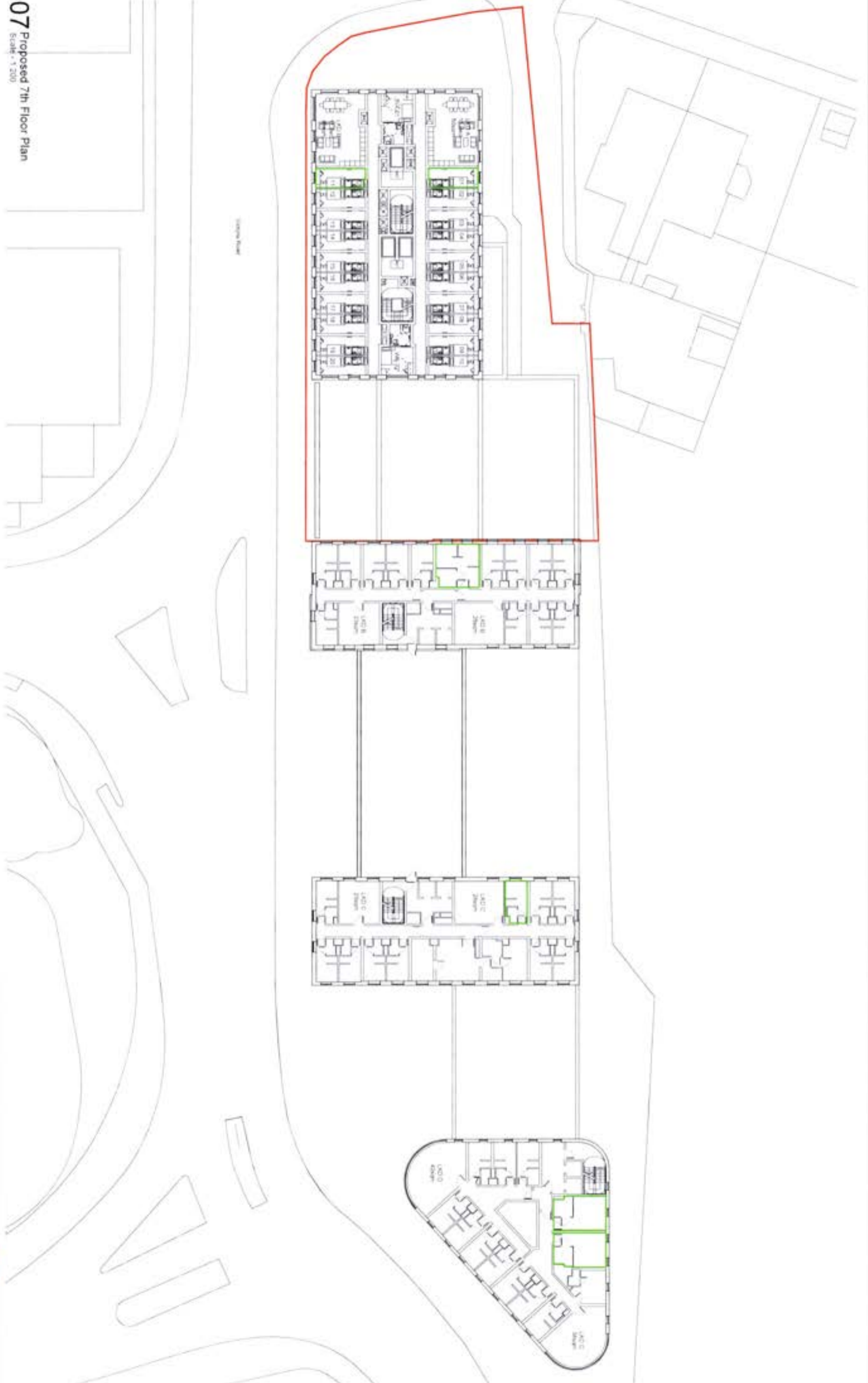
Project Name	1-2001-2002 - KICK - 4-1020-4212
Project No.	10-10-2008-ATTORNEY UNIT PLAN
Revision No.	01
Revision Description	Proposed 6th Floor Plan
Author	Jones
Checker	Chapman
Designer	Bochner
Scale	1/8" = 1'-0"
Date	10/17/2018
Sheet No.	06
Total Sheets	10

**FOR INFORMATION**

Jones  
Chapman  
Bochner

# 07 Proposed 7th Floor Plan

Scale: 1/8" = 1'-0"



Green outline indicates proposed changes.



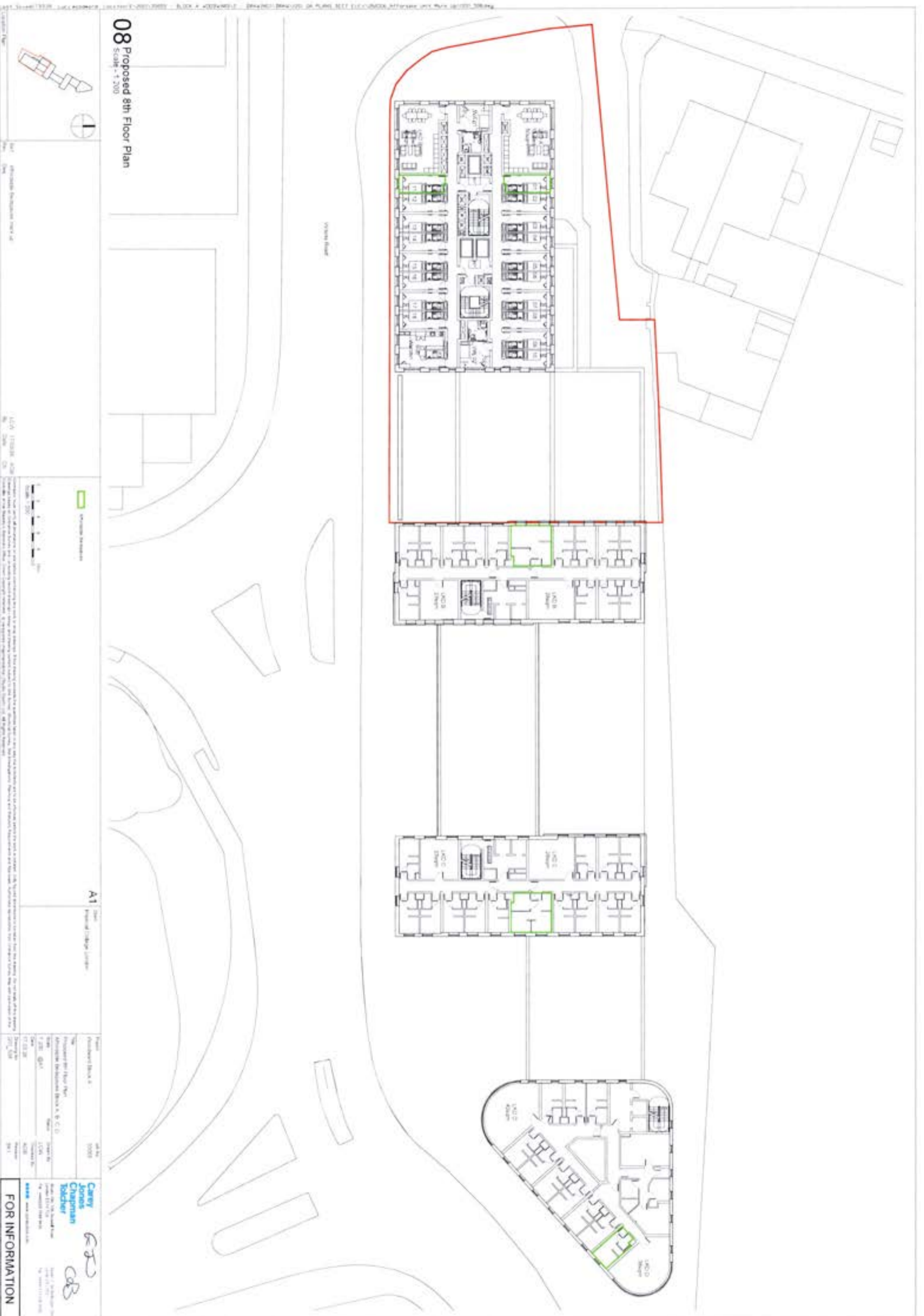
A1 Proposed 7th Floor Plan

Project Name	17276
Proposed By	Chapman
Checked By	Jones
Date	11/20/20
Scale	1/8" = 1'-0"
Sheet No.	07
Project No.	17276
Client	17276
Architect	Chapman
Engineer	Jones

**FOR INFORMATION**

Chapman  
Jones

Chapman  
Jones



**08 Proposed 8th Floor Plan**  
Scale - 1/200



Proposed Structure

A1 Proposed 8th Floor Plan

Project: [Illegible]  
Client: [Illegible]  
Date: [Illegible]

Scale: 1/200  
Drawing No: [Illegible]

Project: [Illegible]  
Client: [Illegible]  
Date: [Illegible]

**FOR INFORMATION**

**Carry Jones Chapman**  
**Architects**

*[Handwritten initials]*

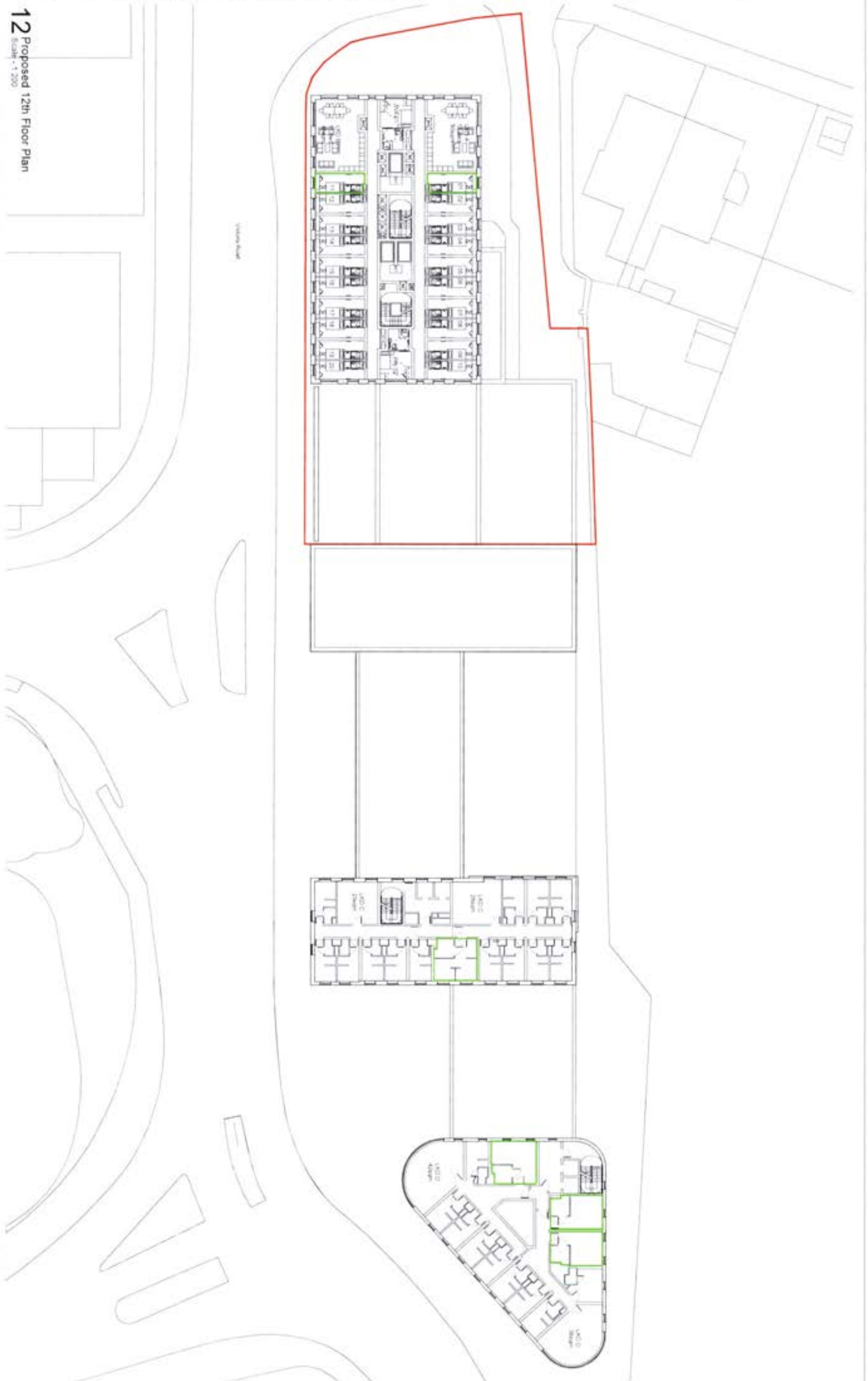






# 12 Proposed 12th Floor Plan

Scale: 1/200



Proposed Room



A1 Proposed 12th Floor Plan

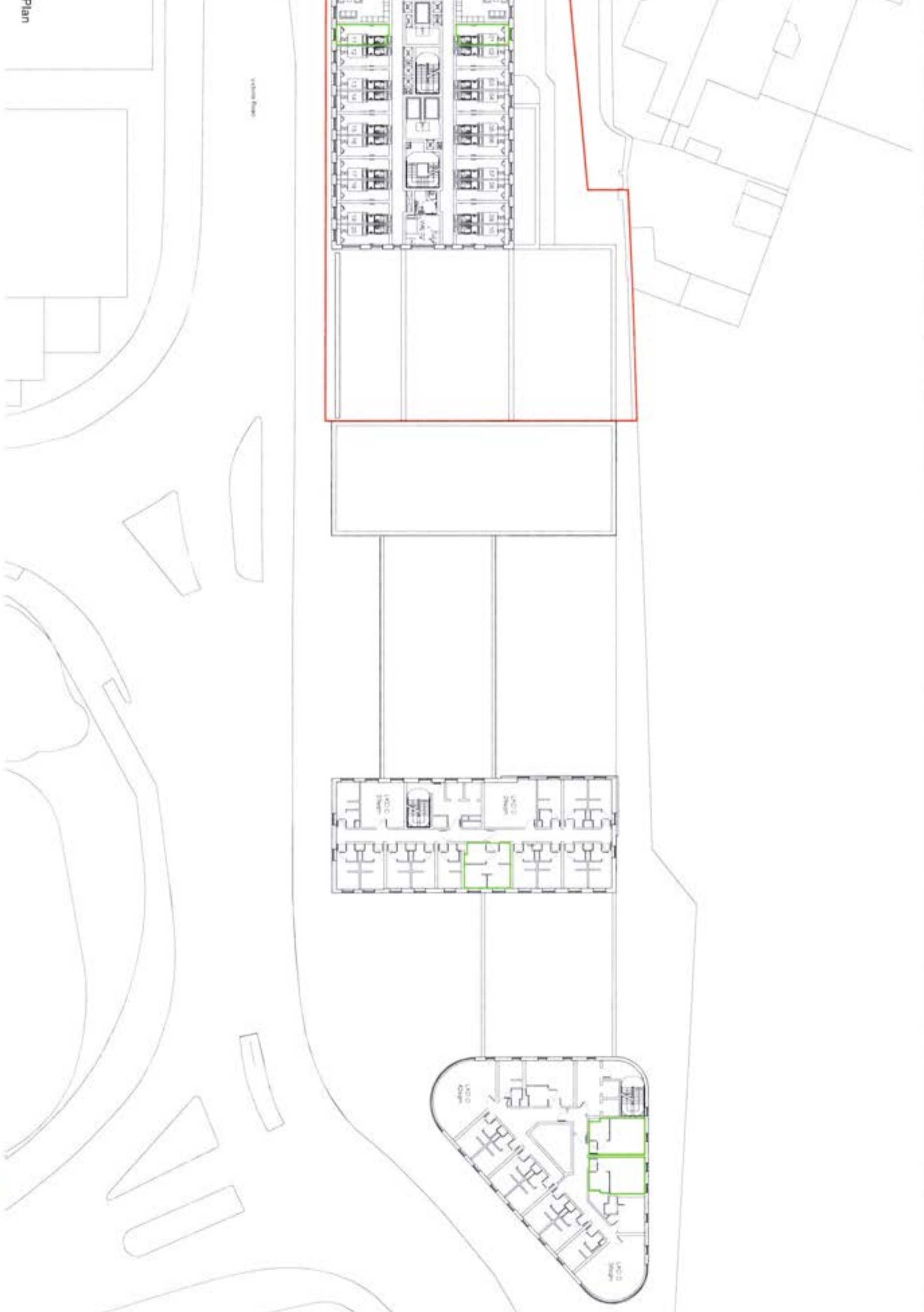
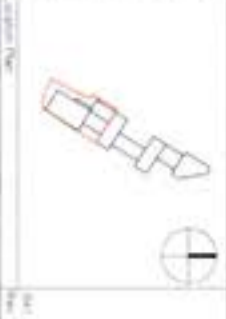
Project Name	12th Floor Plan
Scale	1/200
Date	12/15/2023
Author	[Name]
Reviewer	[Name]
Client	[Name]
Location	[Address]
Project No.	[Number]
Sheet No.	[Number]
Revision	[Number]

**Carry Jones**  
**Chapman**  
**Toucher**

**FOR INFORMATION**

# 13 Proposed 13th Floor Plan

Scale: 1/200



Architect: [Faint text]

Client: [Faint text]

Scale: 1/200

Project Name: [Faint text]

Project Address: [Faint text]

Project No: [Faint text]

Project Date: [Faint text]

A1

Project Name: [Faint text]

Project No: [Faint text]

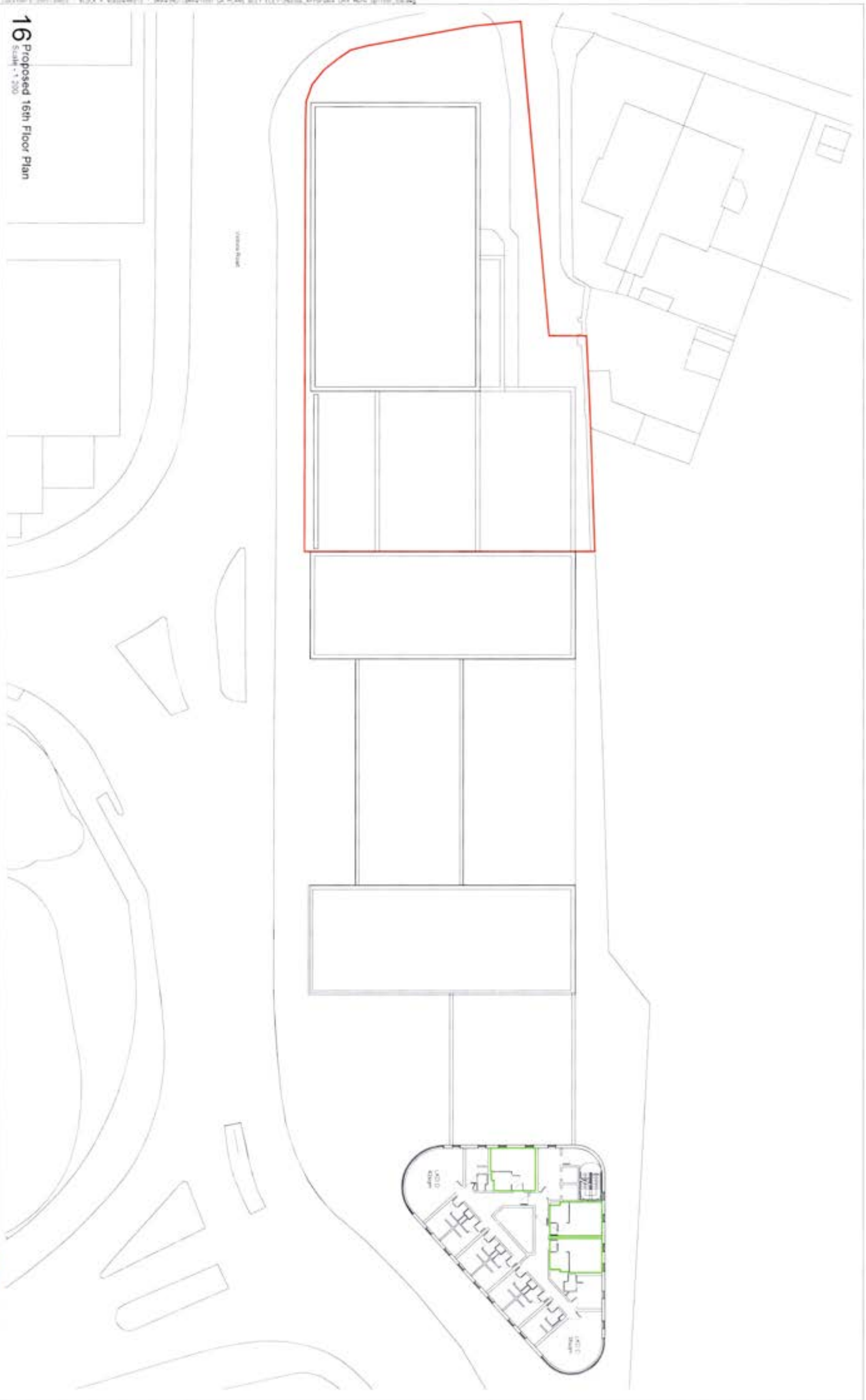
**FOR INFORMATION**

**Carry Jones**  
 Chairman  
 BOCHNER

**EJD**  
**ColB**







**16 Proposed 16th Floor Plan**  
Scale: 1/200



Architectural Department

A1 Proposed 16th Floor Plan

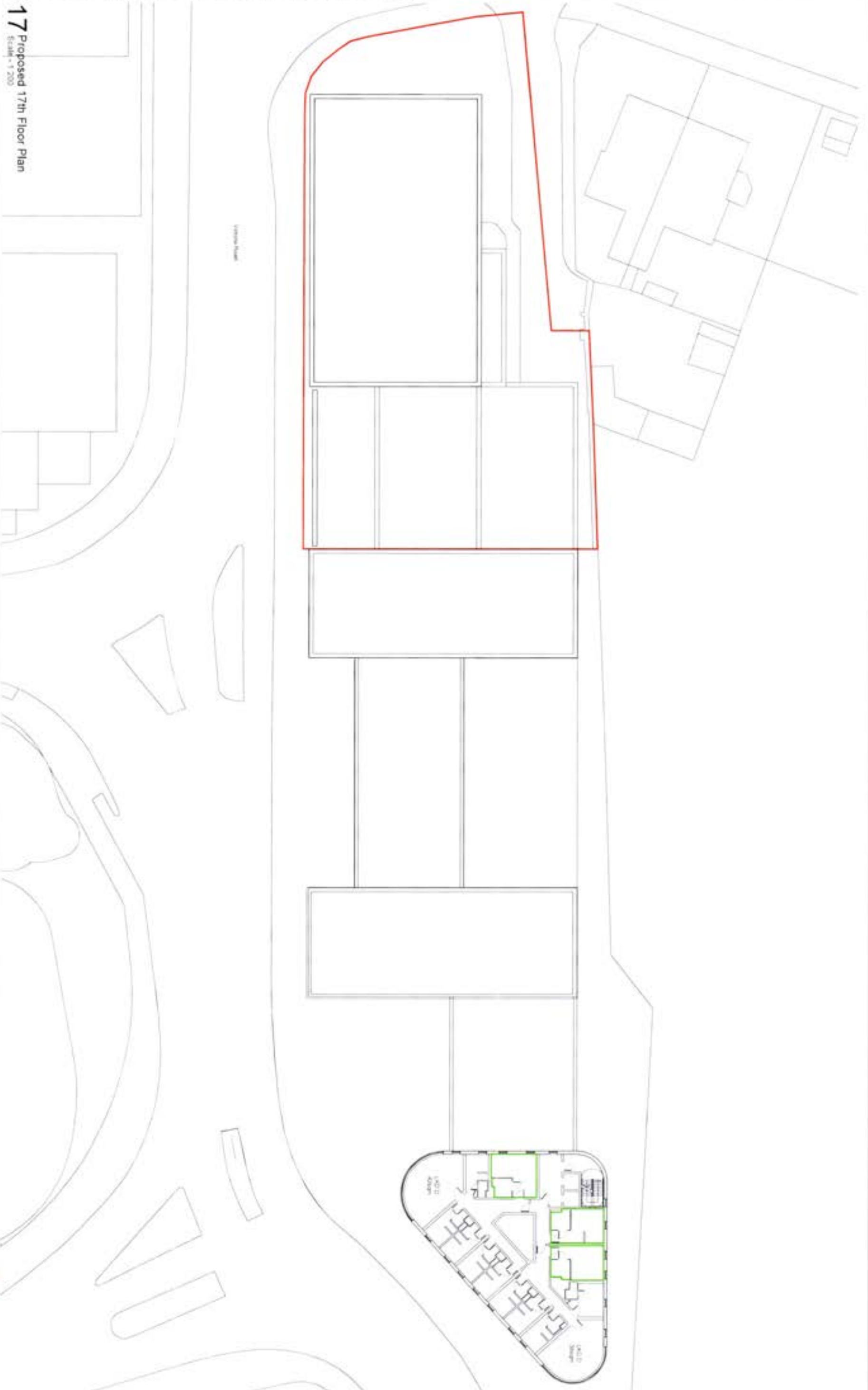
Project Name: 16th Floor

Scale: 1/200

**Carey Jones Chapman**  
 Architects  
 1000 15th Street, Suite 1000  
 San Francisco, CA 94103  
 Tel: (415) 774-2000  
 Fax: (415) 774-2001  
 www.careyjoneschapman.com

**FOR INFORMATION**

Small text at the top of the page, likely a file path or software information.



17 Proposed 17th Floor Plan  
Scale: 1/200



Proposed Structure

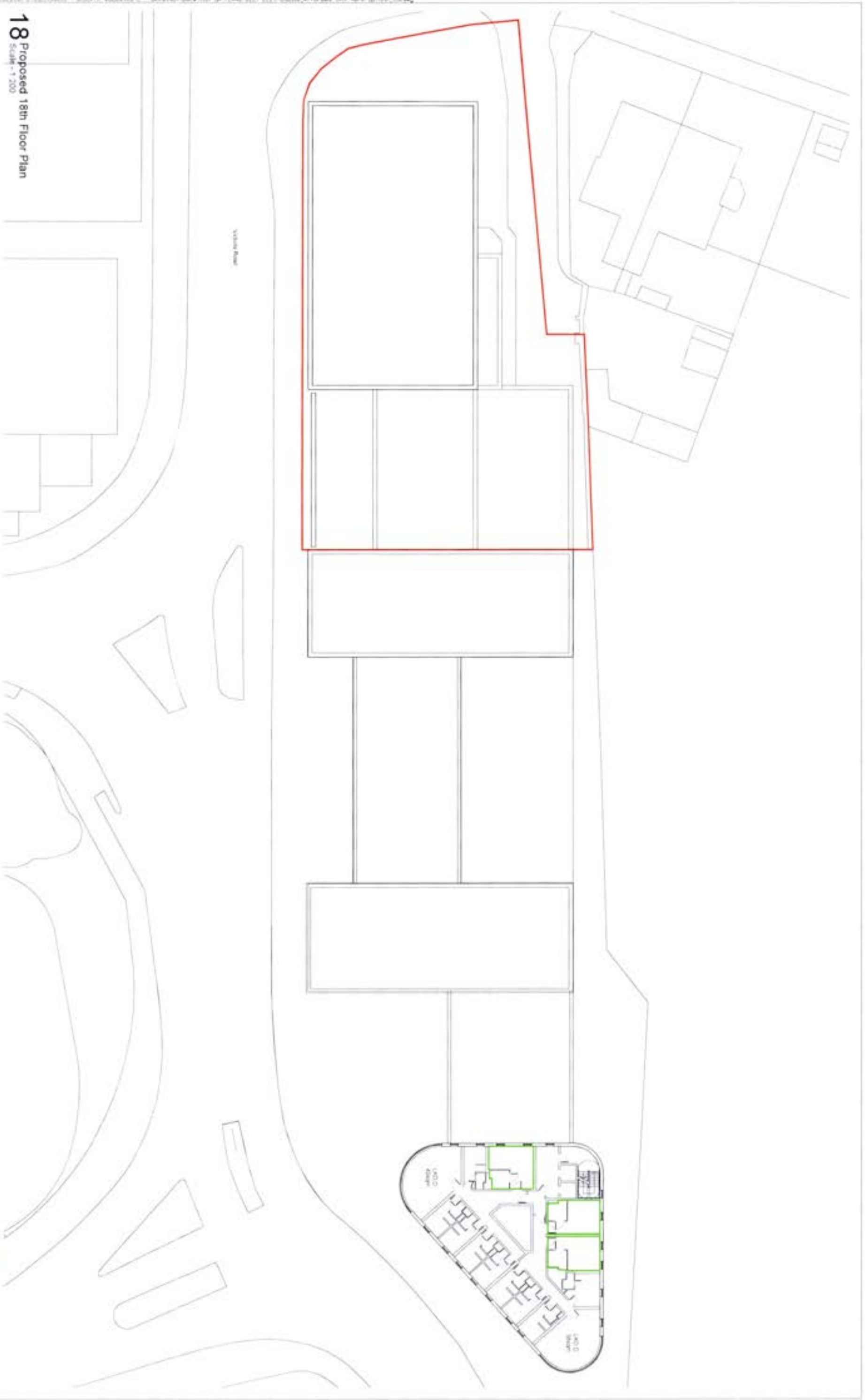
A1 Proposed Change Lines

Project: Proposed 17th Floor Plan  
Client: [illegible]  
Date: 17/07/20

Author: [illegible]  
Check: [illegible]  
Date: 17/07/20

Carry Jones  
Chapman  
Boscher

FOR INFORMATION



**18 Proposed 18th Floor Plan**  
Scale - 1/200



Proposed Building



A1

Proposed 18th Floor Plan

James Chapman Architects

James Chapman Architects

James Chapman Architects

**FOR INFORMATION**

APPENDIX 2  
DRAFT PLANNING PERMISSION



## 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**  
Imperial College London  
C/O Agent

**Agent**  
Emilia Harrison  
Iceni Projects  
44 Saffron Hill  
London  
EC1N 8FH

---

### Part I - Particulars of Application

---

Date of Application: 20 January 2025

Application No: 25/0011/FULOPDC

---

**Proposal:** Demolition of existing building and redevelopment to provide a 14-storey building to accommodate purpose-built student accommodation, flexible commercial space and community space at ground floor, together with soft and hard landscaping, cycle parking and associated works.

**Location:** Woodward Block A, 1 Victoria Road, North Acton, London, W3 6AR

## Part II - Particulars of Decision

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

### Conditions

**1. Time Limit for Commencement – compliance**

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

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

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

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

Drawing Title	Drawing Number	Drawing Date
Existing Site Location Plan	00005 P01	17/12/2024
Existing Site Plan	00015 P01	17/12/2024
Existing Basement Floor Plan	00099 P01	17/12/2024
Existing Ground Floor Plan	00100 P01	17/12/2024
Existing 1st Floor Plan	00101 P01	17/12/2024
Existing 2nd Floor Plan	00102 P01	17/12/2024
Proposed Site Location Plan	00010 P01	17/12/2024
Proposed Site Plan	00020 P01	17/12/2024
Proposed Basement Plan	20099 P01	17/12/2024
Proposed Ground Floor Plan	20100 P02	07/05/2025
Proposed Mezzanine Floor Plan	20100-M P02	07/05/2025
Proposed 1st Floor Plan	20101 P02	07/05/2025

Proposed 2nd Floor Plan	20102 P02	07/05/2025
Proposed Typical Floor Plan A	20103 P02	07/05/2025
Proposed Typical Floor Plan B	20105 P02	07/05/2025
Proposed Roof Plan	20114 P02	07/05/2025
Proposed East Elevation	20200 P01	17/12/2024
Proposed South Elevation	20201 P02	07/05/2025
Proposed West Elevation	20202 P01	17/12/2024
Proposed North Elevation	20203 P01	17/12/2024
Proposed Section A-A	20300 P01	17/12/2024
Proposed Section B-B	20301 P01	17/12/2024
Typical Block A Base Condition	20400 P02	11/04/2025
Typical Block A Top Condition	20401 P02	11/04/2025
Typical Community Hub Base Condition	20402 P01	17/12/2024
Ground Floor Landscape Plan	24.014-BOSK-XX-00-DR-L-1000 P11	06/05/2025
First Floor Landscape Plan	24.014-BOSK-XX-01-DR-L-1000 P09	06/05/2025
Roof Landscape Plan	24.014-BOSK-XX-RF-DR-L-1000 P06	05/06/2025

Document Title	Prepared By	Date
Air Quality Assessment	Hoare Lea	6 January 2025
Biodiversity Net Gain Assessment	Focus Environmental Consultants	7 March 2025
BREEAM Assessment	Hoare Lea	12 December 2024
Construction Logistics Plan	Curtins	16 December 2024

Contamination Assessment	Curtins	5 December 2024
Circular Economy Statement	Hoare Lea	16 May 2025
Daylight & Sunlight and Overshadowing Report	OSM	17 December 2024
Delivery and Servicing Plan	Curtins	16 December 2024
Design and Access Statement	CJCT	28 November 2024
Drainage and SuDs Strategy	Curtins	20 December 2024
Ecological Appraisal	Focus Environmental Consultants	19 December 2024
Energy Strategy	Hoare Lea	October 2025
Fire Statement	Semper	6 June 2025
Fire Strategy	Semper	6 June 2025
Flood Risk Assessment	Curtins	20 December 2024
Health Impact Assessment	Iceni	December 2024
Healthy Streets Transport Statement	Curtins	16 December 2024
Heritage, Townscape and Visual Impact Assessment	Iceni	December 2024
Landscape Strategy	Studio Bosk	December 2024
Microclimate Assessment	RWDI	5 June 2025
Noise Assessment	Hoare Lea	13 December 2024
Operational Energy Assessment	Hoare Lea	25 November 2024
Operational Waste Management Plan	Curtins	16 December 2024
Planning Statement	Iceni	December 2024
Pre-Demolition Audit	Reusefully	13 December 2024
Site Waste Management Plan	Reusefully	30 April 2025
Pre-Redevelopment Audit	Reusefully	2 May 2025
Statement of Community Involvement	Imperial	December 2024
Student Management Plan	Imperial	December 2024

Student Needs Assessment	Savills	24 June 2025
Sustainability Statement	Hoare Lea	21 March 2025
Thermal Comfort Assessment	Hoare Lea	25 November 2025
Framework Travel Plan	Curtins	16 December 2024
Whole Life Carbon Assessment	Hoare Lea	16 May 2025

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

### 3. Floorspace – compliance

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

Use	Approved Floorspace
Student accommodation [Use Class Sui Generis]	268 units
Ground floor community [Use Class F2]	132 sqm (GIA)
Ground floor commercial [Use Class E]	189 sqm (GIA)

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

### 4. Building Height – compliance

The development hereby permitted shall comprise a new building of 14 storeys plus lower ground floor and a maximum height of 43.05m +AOD.

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

### 5. Piling Method Statement – prior to any piling

No piling shall take place until a Piling Method Statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) and piling layout plan including all Thames Water clean water assets, the local topography and clearance between the face of a pipe has been submitted to and approved in writing by the local planning authority in consultation with Thames Water.

Any piling must be undertaken in accordance with the terms of the approved piling method statement and piling layout plan.

Reason: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground water utility infrastructure.

**6. Contaminated Land – prior to commencement**

- (i) The development hereby permitted shall not be commenced until there has been submitted to and approved in writing by the local planning authority:
  - a. a site investigation report documenting the ground conditions of the site and having regard to the conclusions and recommendations of the Part 1 Desktop Study and, unless otherwise agreed in writing by the local planning authority;
  - b. a detailed scheme for remedial works for the corresponding phase 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 in respect of that phase. Such scheme shall include the nomination of a competent person to oversee the implementation of the works.
- (ii) Unless otherwise agreed in writing pursuant to paragraph (i) above, the development hereby permitted shall not be occupied or brought into use until there has been submitted to and approved in writing by the local planning authority a verification report prepared by the competent person approved under the provisions of (i) (b) above confirming that any remediation scheme in respect of the relevant phase required and approved under the provisions of (i) (b) above has been implemented fully in accordance with the approved details (unless varied with the written agreement of the local planning authority in advance of implementation).
- (iii) Thereafter the scheme shall be monitored and maintained in accordance with the scheme approved under (i) (b).

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

**7. Construction Logistics Plan – prior to commencement**

Prior to the commencement of development, including any works of demolition, a detailed Construction Logistics Plan (CLP) in respect of that phase shall be submitted to and approved in writing by the Local Planning Authority, in accordance with relevant Transport for London guidance and in consultation with the relevant Highways Authority. The CLP shall include, but not be limited to, the following details (where appropriate):

- (i) forecast programme and construction trips generated;
- (ii) booking systems;
- (iii) consolidated or re-timed trips;
- (iv) secure off-street loading and drop off facilities;
- (v) use of logistics and consolidation centres;

- (vi) re-use of materials on-site;
- (vii) collaborate with other sites in the area;
- (viii) use of rail;
- (ix) implementation of a staff travel plan;
- (x) any areas for the parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction); and
- (xi) compliance with the Construction Logistics Strategy for the wider OPDC area, if available.

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

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

**8. Construction and Environmental Management Plan – prior to commencement**

Prior to the commencement of development, including any works of demolition, a detailed Construction and Environmental Management Plan (CEMP) shall be submitted and approved in writing by the Local Planning Authority, in consultation with Transport for London and the relevant Highways Authority. The CEMP shall include, but not be limited to, the following details (where appropriate):

- (i) a construction programme including a 24 hour emergency contact number;
- (ii) complaints procedures, including complaint response procedures;
- (iii) air quality mitigation measures, including dust suppression through an Air Quality and Dust Management Plan (AQDMP) having regard to the requirements of the GLA's Control of Dust and Emissions during Construction and Demolition SPG;
- (iv) parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);
- (v) arrangements to manage construction traffic through a construction traffic management plan;
- (vi) arrangements to minimise the potential for noise and vibration disturbance, including arrangements for continuous noise monitoring during construction phase, taking account of the construction noise limit and best practice measures;
- (vii) locations for loading/unloading and storage of plant and materials used in constructing the development;
- (viii) details showing the siting, design and maintenance of security hoardings;
- (ix) wheel washing facilities and measures to control the emission of dust and dirt during construction;
- (x) site lighting details;
- (xi) site drainage control measures;
- (xii) details of biodiversity and arboricultural mitigation measures, having regard to the measures set out in the Preliminary Ecological Appraisal dated December 2024,

- and including a pre-commencement check by an ecological clerk of works (ECoW) to determine whether nesting birds are present;
- (xiii) a scheme for recycling/disposing of waste resulting from demolition and construction works in accordance with the waste hierarchy and circular economy principles;
  - (xiv) membership of the Considerate Constructors Scheme; and
  - (xv) details of cranes and other tall construction equipment (including details of obstacle lighting).

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

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties, and to support ecology/retention of trees, and to ensure that the site does not obstruct air traffic movements or impede the effective operation of air traffic navigation transmitter systems in accordance with London Plan (2021) Policies T3 'Transport capacity, connectivity and safeguarding', D14 'Noise', G6 'Biodiversity and access to nature', and G7 'Trees and woodlands' and OPDC Local Plan (2018-2028) Policies T7 'Freight, Servicing and Deliveries' and T8 'Construction', EU5 'Noise and Vibration' and EU2 'Urban Greening and Biodiversity'. The details are required prior to commencement because the demolition phase must be addressed in the CEMP.

#### **9. Detailed Plans for Fibre Connectivity – prior to commencement**

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

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

#### **10. Materials – prior to above ground works**

Prior to the commencement of above ground works:

- (a) Samples of the facing materials, including glazing and key junctions, and elevation drawings annotated to show where the materials are to be located shall be submitted to and approved in writing by the local planning authority.
- (b) The scope of full-size mock-up panels of typical facades shall be submitted to and approved in writing by the local planning authority.
- (c) Full-size mock up panels of facades in accordance with the approved scope in part b) shall be constructed on site including architectural features, key junctions, glazing, cladding and frames where relevant. The panels shall be made available for inspection by the local planning authority and approved in writing.

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

Reason: To ensure that the appearance of the building is suitable and it contributes positively to the character and appearance of the area in accordance with London Plan (2021) Policies D3 'Optimising site capacity through the design-led approach' and D4 'Delivering good design', and OPDC Local Plan (2018-2028) Policy D3 'Well-designed Buildings'.

#### **11. Detailed Drawings – prior to above ground works**

Notwithstanding the submitted details, prior to the commencement of above ground works, detailed drawings comprising plans, elevations, sections and 3d axonometric drawings (as appropriate) in respect of that phase, at 1:10, 1:20 or 1:50 as appropriate shall be submitted to and approved in writing by the local planning authority:

- (a) A bay study of the materials, cladding and glazing;
- (b) Details on the colour and reflectivity of materials;
- (c) Building entrances;
- (d) Principle features on all facades;
- (e) Balconies (including soffits and balustrades);
- (f) Windows/glazing to the commercial uses;
- (g) Typical window openings including surrounds;
- (h) Awnings;
- (i) The parapets/roof edges and screens at the top of the building;
- (j) Any roof level structures including flues and lift overruns; and
- (k) Details of maintenance and prevention of weathering.

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

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

#### **12. Hard and Soft Landscaping – prior to above ground works**

Prior to the commencement of above ground works, full details of the hard and soft landscaping (public realm and communal amenity areas) shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall include:

- (i) details of all materials and hard landscaping;
- (ii) details of all boundary treatments;
- (iii) details of any fences, walls or other means of enclosure including how this accords with mitigation measures identified in the Wind Microclimate Report;
- (iv) details of shrub and tree planting across the site including how this accords with mitigation measures identified in the Wind Microclimate Report;

- (v) details of biodiversity enhancements including how the relevant phase meets the UGF score of 0.4;
- (vi) details of all street furniture;
- (vii) details of all signage;
- (viii) details of all external lighting;
- (ix) a programme of the implementation of the landscaping and the bringing into use of all areas of public open spaces and communal/staff amenity areas;
- (x) a landscaping maintenance and management plan.

The development shall be carried out in accordance with the agreed details (including the agreed programme agreed under criterion x) and thereafter shall be maintained and managed in accordance with the plan agreed under criterion xi). Any plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2021) Policies D3 'Optimising site capacity through the design-led approach', D4 'Delivering good design', D8 'Public Realm', G5 'Urban greening' and G6 'Biodiversity and access to nature', and OPDC Local Plan (2018-2038) Policies D1 'Public Realm' and EU2 'Urban Greening and Biodiversity'.

### **13. Secured by Design – prior to above ground works**

Prior to the commencement of above ground works, details of the 'Secured by Design' measures to be incorporated in respect of that phase shall be submitted to and approved in writing by the Local Planning Authority. The details shall 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.

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 London Plan (2021) Policy D11 'Safety, security and resilience to emergency'.

### **14. Waste and Recycling Management Plan – prior to above ground works**

Prior to the commencement of above ground works, a waste and recycling management plan to show sufficient capacity for the waste and recycling generated during the operational phase of the development and details of how waste collection will be safely managed shall be submitted to and approved in writing by the local planning authority. The plan shall thereafter be adhered to at all times for the lifetime of the development.

Reason: To ensure that adequate arrangements have been made for the storage and collection of waste and recycling in accordance with London Plan (2021) Policies SI 7

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

**15. Cycle Parking and Storage – prior to above ground works**

Prior to the commencement of above ground works, details of secure cycle parking and storage that meets London Cycle Design Standards shall be submitted to and approved in writing by the local planning authority in consultation with Transport for London.

The cycle parking and storage shall be provided in accordance with the approved details, made available at all times to everyone using the development and not used for any other purpose, unless otherwise agreed in writing. The development shall not be brought into use until the cycle storage has been provided in accordance with the approved details.

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

**16. External Equipment – prior to above ground works**

Prior to the commencement of above ground works, details including maintenance of any external equipment to be installed on the building including window cleaning equipment, mechanical plant or kitchen extraction/filtration systems shall be submitted to and approved in writing by the local planning authority. The details shall demonstrate how plant noise emissions accord with the noise limits identified in the Noise Impact Assessment dated December 2024 hereby approved.

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

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

**17. Internal Noise Transmission – prior to above ground works**

Prior to the commencement of above ground works, a scheme of sound insulation and noise control measures shall be submitted to and approved in writing by the local planning authority. The approved scheme shall be implemented to the satisfaction of the local planning authority prior to first occupation, and permanently retained thereafter to achieve the following internal noise targets:

- Bedrooms (23:00-07:00 hrs) 30 dB LAeq;
- Living Rooms (07:00-23:00 hrs) 35 dB LAeq; and
- Kitchens, bathrooms, WCs and utility rooms (07:00-23:00 hrs) 45 dB LAeq.

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

#### **18. BREEAM – prior to above ground works**

Prior to the commencement of above ground works, a BREEAM review report with a target of achieving an "Excellent" rating or other such rating to be agreed in writing by the local planning authority. Following this, within six months of the date of first occupation, a BREEAM certificate confirming the building has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2021) Policy SI 2 'Minimising greenhouse gas emissions' and OPDC Local Plan (2018-2038) Policy D3 'Well-Designed Buildings'.

#### **19. Delivery and Servicing Plan – prior to occupation**

Prior to occupation, a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. The Delivery and Servicing Plan shall include, but not be limited to, the following details:

- i. details of deliveries to the site for the corresponding land uses hereby approved, including the size and type of vehicles and when they will access the site;
- ii. measures to reduce vehicle movements;
- iii. details of how deliveries and servicing will be managed, particularly the arrangements for transferring bins to refuse vehicles;
- iv. measures to reduce interference with the public realm; and

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

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

#### **20. Car Parking – prior to occupation**

Prior to first occupation of the development, a Car Parking Management Plan to demonstrate how the eight accessible parking bays will be allocated and managed, shall be submitted to and approved in writing by the local planning authority. The Car Parking Management Plan shall also include details of whether active electric vehicle charging points for 20% of the parking spaces can be installed in the basement including consultation with TfL.

The car parking spaces shall be provided and maintained for the lifetime of the development.

The development shall not be occupied until the Car Parking Management Plan has been approved in writing and the Plan shall be adhered to thereafter.

Reason: To provide suitable parking for disabled persons in accordance with London Plan (2021) Policy T6 'Car parking' and OPDC Local Plan (2018-2038) Policies D2 'Accessible and Inclusive design' and T4 'Parking'.

**21. Telecommunications Apparatus and Antennae/Satellite Dishes – prior to occupation**

Prior to occupation, details to show appropriate locations for any telecommunications apparatus and communal antennae and satellite dishes that can be used by occupants of the development shall be submitted to and approved in writing by the local planning authority. Notwithstanding any provisions to the contrary, no telecommunications apparatus shall be installed on the building without the prior written agreement of the Local Planning Authority and any installation shall be in accordance with such.

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

**22. Lighting Strategy – prior to occupation**

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

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

**23. Signage Strategy – prior to occupation**

Prior to occupation, a signage strategy for the community and commercial uses shall be submitted to and approved in writing by the local planning authority.

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

**24. Circular Economy Post-Construction Assessment – prior to occupation**

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

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

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

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

**25. Whole Life Cycle Post-Construction Assessment – prior to occupation**

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

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

**26. Ventilation/Extraction System – prior to occupation of the relevant commercial unit**

Prior to the occupation of any relevant commercial unit, details of a ventilation/extraction system to serve any commercial unit identified for restaurant or café use shall be submitted to and approved in writing by the local planning authority. The approved system shall be installed in full accordance with the approved details before any of the units are brought into use and maintained thereafter.

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

**27. Water Network – prior to occupation**

The development shall not be occupied until confirmation has been provided that either:

- all water network upgrades required in connection with the associated phase of development to accommodate the additional demand to serve the development have been completed; or
- a development and infrastructure phasing plan has been agreed with Thames Water to allow the relevant phase of the development to be occupied.

Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity

is made available to accommodate additional demand anticipated from the new development.

**28. Energy Strategy – compliance**

The development hereby approved shall be implemented in accordance with the Energy Strategy by Hoare Lea dated October 2025. The measures contained in the Energy Strategy shall be maintained for the lifetime of the development.

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

**29. Accessibility – compliance**

All units indicated on the approved drawings as being suitable for wheelchair users shall be provided. This shall ensure compliance with part M4 category 3 and part M4 category 2 of the Building Regulations.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2021) Policy D7 'Accessible housing', and OPDC Local Plan (2018-2038) Policy D2 'Accessible and Inclusive Design'.

**30. Non-Road Mobile Machinery – compliance**

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

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

**31. Amenity space – compliance**

The outdoor communal amenity space shall be laid out in accordance with the approved details prior to occupation and thereafter retained and maintained for use by all respective students for the lifetime of the development, unless otherwise agreed in writing with the local planning authority.

Reason: In the interests of providing amenity space for all residents in accordance with London Plan (2021) Policies D5 'Inclusive design' and S4 'Play and informal recreation' and OPDC Local Plan (2018-2038) Policies D8 'Play Space', EU1 'Open Space' and H4 'Design of Family Housing'.

**32. Ecological Mitigation – compliance**

The development, including any works of demolition, shall only be carried out in full accordance with the ecological measures set out in the Preliminary Ecological Appraisal, Landscape Strategy, Biodiversity Net Gain Assessment, as well as the

ecological measures secured within the approved Construction and Environmental Management Plan (Condition 9) and landscaping details (Condition 12).

Reason: To ensure adequate protection for protected species that may be present on the site in accordance with London Plan (2021) Policy G6 'Biodiversity and access to nature', and OPDC Local Plan (2018-2038) Policy EU2 'Urban Greening and Biodiversity'.

**36. Biodiversity Net Gain Plan – compliance**

The Biodiversity Gain Plan shall be submitted in accordance with the Deemed Condition pursuant to paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 and shall reflect the Biodiversity Net Gain Assessment dated 7 March 2025 prepared by Focus Environmental Consultants.

Reason: In the interests of proper planning.

**33. SuDS and Drainage Strategy – compliance**

The development hereby permitted shall be carried out in accordance with the approved Drainage and SuDs Strategy (dated December 2024) or as otherwise agreed in writing with the local planning authority, and this approved report shall thereafter be maintained for the lifetime of the development.

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

**34. Electric Vehicle Charging - compliance**

The car parking spaces on-site hereby permitted, shall be installed with passive electric vehicle charging provision.

The EVCP shall be constructed and marked out and the charging points installed prior to occupation and thereafter retained permanently to serve the vehicles of occupiers.

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

**35. Commercial uses hours of operation and deliveries – compliance**

The hours of operation and all deliveries associated with the commercial floorspace (Use Class E and Use Class E(g) (iii)) hereby approved shall not be permitted before 06.00 or after 00.00 on Monday to Saturday (not including bank holidays and public holidays) and before 07.00 or after 00.00 on Sundays, bank holidays and public holidays.

All delivery vehicles will be prohibited from waiting within the Site or on the public highway with their engines running.

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

### **36. Unexpected contamination – compliance**

If during construction, contamination not previously identified is found to be present at the Site then no further development shall be carried out in the contaminated area (unless otherwise agreed in writing by the LPA), 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 of each corresponding phase a letter confirming this should be submitted to the LPA. If unexpected contamination is encountered during development works, on completion of works and prior to occupation, the agreed information, results of investigation and details of any remediation undertaken will be produced to the satisfaction of and approved in writing by the LPA.

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

### **Informatives**

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
2. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development will be liable to pay the Mayor of London's Community Infrastructure Levy and OPDC's Community Infrastructure Levy. This will be calculated in accordance with the MCIL2 Charging Schedule 2019 and OPDC CIL Charging Schedule 2024. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Form to OPDC at [planningapplications@opdc.london.gov.uk](mailto:planningapplications@opdc.london.gov.uk).
3. The applicant is advised that prior to making a submission in relation to conditions requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
4. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and can reduce the risk to life.

5. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.

6. Thames Water informatives:

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

There are water mains crossing or close to your development. Thames Water do not permit the building over or construction within 3m of water mains. If you are planning significant works near our mains (within 3m) we'll need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.

<https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>

If you are planning on using mains water for construction purposes, it's important you let Thames Water know before you start using it, to avoid potential fines for improper usage. More information and how to apply can be found online at [thameswater.co.uk/buildingwater](https://www.thameswater.co.uk/buildingwater).

The proposed development is located within 15m of our underground water assets and as such we would like the following informative attached to any approval granted. The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.

<https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes> Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

7. London Heathrow Airport informatives:

If any part of the development exceeds 91.4m AGL, upon grant of permission, OPDC are required to notify the Civil Aviation Authority (CAA) as required under Annex 2 paras 30 – 32 of DfT/ODPM Circular 01/2003 'Safeguarding of Aerodromes & Military Explosives Storage Areas'.

Where a crane is 100m or higher, crane operators are advised to notify the Civil Aviation Authority (CA) ([arops@caa.co.uk](mailto:arops@caa.co.uk)) and Defence Geographic Centre ([dvof@mod.gov.uk](mailto:dvof@mod.gov.uk)) via Crane notification | Civil Aviation Authority ([caa.co.uk](https://www.caa.co.uk/Commercial-industry/Airspace/Event-and-obstacle-notification/Crane-notification/))<https://www.caa.co.uk/Commercial-industry/Airspace/Event-and-obstacle-notification/Crane-notification/>

The following details should be provided before the crane is erected:

- the crane's precise location
- an accurate maximum height
- start and completion dates

The developer is advised that if a crane is required for construction purposes, then red static omnidirectional lights will need to be applied at the highest part of the crane and at the end of the jib if a tower crane, as per the requirements set out by CAP1096.

<https://publicapps.caa.co.uk/modalapplication.aspx?appid=11&mode=detail&id=5705>

8. The applicant is advised that under the Control of Pollution Act 1974 building work which can be heard at the boundary of the site should only be carried out:
- between 08:00 and 18:00 Monday to Friday;
  - between 08:00 and 13:00 on Saturday; and
  - not at all on Sundays, bank holidays and public holidays.

Unless the prior consent of the local authority is obtained under Section 61 of the Control of Pollution Act 1974.

9. Biodiversity Gain Information

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

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

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

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

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

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

- (1) The application for planning permission was made before 12 February 2024.
- (2) The planning permission relates to development to which section 73A of the Town and Country Planning Act 1990 (planning permission for development already carried out) applies.

- (3) The planning permission was granted on an application made under section 73 of the Town and Country Planning Act 1990
- (a) and the original planning permission to which the section 73 planning permission relates\* was granted before 12 February 2024; or
  - (b) the application for the original planning permission\* to which the section 73 planning permission relates was made before 12 February 2024.
- (4) The permission which has been granted is for development which is exempt being:
- (a) Development which is not 'major development' (within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015) where:
    - (i) the application for planning permission was made before 2 April 2024;
    - (ii) planning permission is granted which has effect before 2 April 2024;
    - (iii) planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 where the original permission to which the section 73 permission relates\* was exempt by virtue of (i) or (ii).
  - (b) Development below the de minimis threshold, meaning development which:
    - (i) does not impact an onsite priority habitat (a habitat specified in a list published under section 41 of the Natural Environment and Rural Communities Act 2006); and
    - (ii) impacts less than 25 square metres of onsite habitat that has biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat (as defined in the statutory metric).
  - (c) Development which is subject of a householder application within the meaning of article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015. A "householder application" means an application for planning permission for development for an existing dwellinghouse, or development within the curtilage of such a dwellinghouse for any purpose incidental to the enjoyment of the dwellinghouse which is not an application for change of use or an application to change the number of dwellings in a building.
  - (d) Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the payment of a fee).
  - (e) Self and Custom Build Development, meaning development which:
    - (i) consists of no more than 9 dwellings;
    - (ii) is carried out on a site which has an area no larger than 0.5 hectares; and
    - (iii) consists exclusively of dwellings which are self-build or custom housebuilding (as defined in section 1(A1) of the Self-build and Custom Housebuilding Act 2015).
  - (f) Development forming part of, or ancillary to, the high speed railway transport network (High Speed 2) comprising connections between all or any of the places or parts of the transport network specified in section 1(2) of the High Speed Rail (Preparation) Act 2013.

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

### Irreplaceable habitat

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

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

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

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

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

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

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

### **Proactive and Positive Statement**

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

OPDC, as the local planning authority, has worked with the applicant in a positive and proactive manner by offering a full pre-application service to ensure that the applicant had the opportunity to submit an application that was likely to be considered favourably. In addition, the local planning authority provided guidance on how outstanding planning

matters could be addressed prior to determination of the application. The application complies with relevant national, regional and local planning policy and OPDC has decided to grant planning permission accordingly.

DRAFT

Dated this:

**Emma Williamson**  
Director of Planning  
Old Oak and Park Royal Development Corporation

DRAFT

## 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](mailto:enquiries@pins.gsi.gov.uk)) or (Tel: 0117 372 8000).

- To make an appeal online, please use [www.planningportal.gov.uk/pcs](http://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).

APPENDIX 3  
CONFIRMATORY DEED

DATED \_\_\_\_\_ 20[ ]

- (1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION
- (2) IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE
- (3) [ANY OTHER PARTY TO BE INSERTED]

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CONFIRMATORY DEED

pursuant to Section 106 of the Town and Country Planning Act 1990  
and other powers in relation to land known as  
Woodward Building A, 1 Victoria Road, London,  
W3 6AR

Relating to the S106 Planning Agreement dated [ ]

Planning Permission Reference 25/0011/FUMOPDC

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Pinsent Masons

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THIS CONFIRMATORY DEED is dated the                      day of                      20[    ]

**BETWEEN:-**

- (3) **IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE** of Sherfield Building, Imperial College London, Exhibition Road, South Kensington, London SW7 2AZ ("**Owner**")
- (4) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of First Floor, 6-8 Victoria Road, North Acton, London, W3 6FF (the "**OPDC**")
- (5) ***[Insert any other parties (as applicable)]***

**RECITALS:-**

- (A) The Owner is the registered proprietor with freehold title absolute of the Remaining Land being part of the Site which is registered under Title Number NGL351663 at HM Land Registry shown edged blue on the Plan.
- (B) This Confirmatory Deed relates to the Owner's land interest in and ownership of the Remaining Land.
- (C) On [                      ], the Planning Agreement (as defined within this Confirmatory Deed) was entered into by the OPDC and the Owner in order to bind the Site to the agreements, covenants, undertakings and obligations contained in the Planning Agreement.
- (D) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area within which the Site is situated and by whom the obligations contained in the Planning Agreement (insofar as they are relevant and applicable to the Remaining Land and its Development in accordance with the Planning Permission) are enforceable.
- (E) [The Mortgagee has a registered charge over of the Remaining Land under Title Number[s] [X] at HM Land Registry under a charge dated [                      ] and has agreed to join into this Confirmatory Deed in the manner hereafter provided.]
- (F) This Confirmatory Deed is intended to be enforceable by the OPDC against the Owner [and (subject to Clause 8) the Mortgagee] and to be binding in respect of the Remaining Land in accordance with this Confirmatory Deed and the Planning Agreement.
- (G) This Confirmatory Deed is required pursuant to paragraph 4.5, Schedule 1 of the Planning Agreement to enable the Development to be carried out on the Remaining Land and is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Planning Agreement (insofar as relevant and applicable to the Remaining Land and its development in accordance with the Planning Permission) are binding on the Owner and the Remaining Land insofar as they remain to be complied with and relate to the Remaining Land.

**IT IS AGREED** as follows:-

**INTERPRETATION AND DEFINITIONS**

- 1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed shall (save where the same are inconsistent with the terms thereof) have the meaning assigned in the Planning Agreement.
- 1.2 References to clauses, paragraphs and schedules are references to those in the Planning Agreement.



had been bound by the relevant obligations in the Planning Agreement from the date of this Confirmatory Deed.

2.5 To the extent that any covenants and obligations in the Planning Agreement have already been satisfied by the Owner in accordance with the terms of the Planning Agreement, such covenants and obligations shall be deemed to be similarly so satisfied under the terms of this Confirmatory Deed.

2.6 This Confirmatory Deed comes into effect on the date here before mentioned.

2.7 Save as expressly supplemented by this Confirmatory Deed the Planning Agreement shall remain in full force and effect.

### 3 **OWNER'S OBLIGATIONS**

3.1 The Owner hereby covenants, agrees and undertakes (for itself and its successors in title to the Remaining Land) that its interests in the Remaining Land shall henceforth be bound by the terms of the Planning Agreement expressed as being obligations of (or covenants or agreements) made by the "Owner" and insofar as any obligations within the Planning Agreement remain to be complied with in accordance with the Planning Agreement which are expressed to bind any part of the Development to be accommodated or located on the Remaining Land (for the avoidance of doubt, these are the obligations relating to the Woodward Buildings, in Schedule 1 in relation to Student Accommodation, Schedule 2 in relation to the Viability Review, in Schedule 3, paragraph 3 in relation to Blue Badge Holders and in Schedule 5 in relation to the Temporary Community Space Strategy).

3.2 On the date of this Deed, the Remaining Land shall be bound by all obligations relating to the Remaining Land within the Planning Agreement.

3.3 Any references in the Planning Agreement to the "Owner" shall be read to the extent required in accordance with this Confirmatory Deed as including references to the Owner.

### 4 **OPDC'S OBLIGATIONS**

The OPDC hereby covenants with the Owner in respect of the Remaining Land to perform the obligations, covenants and undertakings on its part contained in the Planning Agreement.

### 5 **ENDORSEMENT**



transferee's full name and registered office (if a company or usual address if not) together with the area of the Remaining Land or unit of occupation purchased by reference to a plan.

10 **WAIVER**

No waiver (whether expressed or implied) by the OPDC of any breach or default in performing or observing any of the covenants terms or conditions of this Confirmatory Deed shall constitute a continuing waiver and no such waiver shall prevent the OPDC from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default.

11 **THIRD PARTY RIGHTS**

A person who is not a party to this Confirmatory Deed will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

12 **JURISDICTION**

This Confirmatory Deed is governed by and shall be interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Confirmatory Deed.

APPENDIX  
THE PLAN



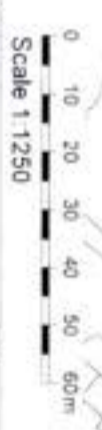
00 Plan 2  
Scale - 1:1250



FIG: CACT main  
Rev: 048

LDW: 28/11/25  
Rev: 048

■ The boundary and footprint of buildings



A3  
Standard College Layout

Project	00
Reference	00
Rev	048
Date	28/11/25
Author	LDW
Checker	LDW
Appr	LDW
Rev	048
Date	28/11/25
Author	LDW
Checker	LDW
Appr	LDW

**Carry Jones Architects**
  
 Chartered Architects
   
 100, Victoria Road, Cardiff, CF10 1TD
   
 Tel: 0300 303 0303
   
 www.carryjones.co.uk

**EJSO**

**CRS**

**PLANNING**

**IN WITNESS** whereof the Parties have executed this Confirmatory Deed and delivered it on the day and year first above written.

Executed as a Deed by **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION**  
acting by:

.....  
Authorised Signatory

Executed as a Deed by **IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE** acting by two directors

.....  
Signature of Director

.....  
Full Name (Director)

.....  
Signature of Director/Secretary

.....  
Full Name (Director/Secretary)