

DATED 31 March **2026**

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION
(2) DOWNING STUDENTS (VICTORIA ROAD) GP LIMITED AND DOWNING STUDENTS
(VICTORIA ROAD) NOMINEE LIMITED

DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AND ALL OTHER POWERS
ENABLING RELATING TO
LAND AT 152 VICTORIA ROAD, LONDON, W3 6UL



Pinsent Masons

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THIS DEED OF AGREEMENT is made on

31 March

2026

BETWEEN:-

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of First Floor, 6-8 Victoria Road, North Acton, W3 6FF (“**OPDC**”); and
- (2) **DOWNING STUDENTS (VICTORIA ROAD) GP LIMITED** (incorporated in Guernsey with registered number 70965) (OE031652) acting in its capacity as general partner of **DOWNING STUDENTS (VICTORIA ROAD) LIMITED PARTNERSHIP INCORPORATED** a limited partnership incorporated in Guernsey with registered number 4387 and **DOWNING STUDENTS (VICTORIA ROAD) NOMINEE LIMITED** (incorporated in Guernsey with registered number 70966) (OE031654) each of First Floor, Le Marchant House, Le Truchot, St Peter Port, Guernsey, GY1 1GR (the “**Owner**”).

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number AGL43935.
- (C) The Planning Application was validated by OPDC on 30 March 2023.
- (D) At a meeting of its planning committee on 15 May 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) The parties to this Deed agree that the obligations contained in this Deed meet the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the parties to this Deed have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

- “**1980 Act**” means the Highways Act 1980
- “**1990 Act**” means the Town and Country Planning Act 1990
- “**2011 Act**” means the Localism Act 2011
- “**Academic Year**” means the academic year of 38 weeks of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution
- “**Additional Affordable Housing Units**” has the meaning given in Schedule 6

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| “Affordable Housing Units” | has the meaning given in Schedule 5 |
| “All Reasonable Endeavours” | means that the party under such an obligation shall be bound to attempt to fulfil the relevant obligation by the necessary and proportionate expenditure of such effort time and/or sums of money and the engagement of such professional and other advisors as in all the circumstances (including the importance to the parties to this Deed of the fulfilment of the relevant obligation) in the case of the Owner of a competent developer in the context of the Development and in the case of OPDC of a competent local planning authority acting reasonably in the context of its statutory functions and which are likely to be sufficient for the objective to which the endeavour relates |
| “Block A” | means block A comprising the Student Accommodation Units as shown shaded blue on Plan 2 and forming part of Phase 1 |
| “Block B” | means block B comprising the Residential Units shown shaded amber on Plan 2 and forming part of Phase 2 |
| “Boroughs” | means LBHF, LBB and LBE and “Borough” shall be construed accordingly |
| “Class” | means a class of the Town and Country Planning (Use Classes) Order 1987 (as amended) |
| “Commencement” | means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission except for the carrying out of any Excluded Works and “Commence” and “Commenced” shall be construed accordingly |
| “Commercial Floorspace” | means the commercial floorspace to be provided as part of the Development which falls within Class E |
| “Component” | means a part of the Development including but not limited to: <ul style="list-style-type: none">(a) Open Market Housing Units;(b) Affordable Housing Units;(c) Additional Affordable Housing Units;(d) Student Accommodation Units;(e) Commercial Floorspace;(f) any other floorspace;(g) property; and(h) land |
| “Consumer Prices Index” | means the Consumer Prices Index published by the Office of 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 |

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| “CPZ” | means any controlled parking zone enforced by LBE from time to time |
| “Development” | means the development of the Site and all operations and/or works authorised by the Planning Permission or a Varied Planning Permission |
| “Director” | means the Director of Planning at OPDC |
| "Disposal" | means (as applicable): (a) the Sale of a Component(s) of the Development; (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development ALWAYS excluding Fraudulent Transactions and " Dispose ", " Disposals " and " Disposed " shall be construed accordingly |
| “Dwellings” | means the Residential Units and the Student Accommodation Units forming part of the Development |
| “Excluded Works” | means any works of site clearance or demolition, the erection of fencing and or hoarding, the erection of means of enclosure for the purposes of site security operations, all works in connection with site investigation (including site surveys and ground investigations), creation of temporary accesses, archaeological investigations and works including the preservation and removal of archaeological artefacts, decontamination works, removal of hazardous substances, site clearance and laying and/or diversion of sewers and services |
| “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): (a) a transaction the purpose or effect of which is to artificially reduce Phase 1 Early Stage Review GDV and/or artificially increase the Phase 1 Early Stage Review Build Costs; (b) a transaction the purpose or effect of which is to artificially reduce the Estimated GDV and/or artificially increase the Estimated Build Costs; or (c) a Disposal that is not an arm's length third party bona fide transaction |
| “GLA” | means the Greater London Authority or any successor in statutory function |
| "Habitable Room" | means any room within a Residential 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

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| "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 or the service of a notice upon OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and "Implemented" , "Implement" and "Implementation Date" shall be construed accordingly |
| "Index" | means the 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 |
| "Monitoring Contribution" | the sum of £23,652.35 (twenty three thousand six hundred and fifty two pounds and thirty five pence) (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed |
| "Non-Residential Unit" | means a unit of non-residential floorspace comprised within the Development, including but not limited to the Student Accommodation Units |
| "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 |

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| “Open Market Housing Units” | means the Residential Units excluding the Affordable Housing Units and excluding any Additional Affordable Housing Units (if applicable) |
| “Parking Permit” | means a permit issued or to be issued in the future by LBE to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ |
| “Phase” | means one or more (as the context requires) of the phases shown on Plan 3 and “Phases” shall be construed accordingly |
| “Phase 1” | means the phase marked ‘Phase 1’ and shaded blue on Plan 3 |
| “Phase 2” | means the phase marked ‘Phase 2’ and shaded amber on Plan 3 |
| “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 Block A and Block B |
| “Plan 3” | means the plan attached to this Deed at Appendix 1 marked “Plan 3” showing Phase 1 and Phase 2 |
| “Plan 4” | means the plans attached to this Deed at Appendix 1 marked “Plan 4” showing the Affordable Housing Units |
| “Plan 5” | means the plan attached to this Deed at Appendix 1 marked “Plan 5” showing the Highway Works |
| “Plan 6” | means the plans attached to this Deed at Appendix 1 marked “Plan 6” showing the PAOS and Play Space |
| “Plan 7” | means the plan attached to this Deed at Appendix 1 marked “Plan 7” showing the Eastern Servicing Area |
| “Planning Application” | means the application for full planning permission submitted to OPDC and allocated reference number 23/0051/FUMOPDC for demolition of existing hotel and redevelopment of the site through construction of two buildings including lower ground floor and basement, comprising student accommodation (sui generis) (Phase 1), residential units (use class C3) (Phase 2), and ground/lower ground floor commercial / retail units (Use Class E) fronting North Acton Station Square and Victoria Road; and associated works of amenity space, public realm, landscaping and other works associated with the development |
| “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 “Practically Complete” and “Practically Completed” shall be construed accordingly |

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| "Private Student Accommodation Units" | means Student Accommodation Units which are not Affordable Student Accommodation Units (as defined in Schedule 2) |
| "Reasonable Endeavours" | means that the parties under such an obligation shall not be required to take 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 |
| "Resident" | means an Occupier of a Residential Unit and "Residents" shall be construed accordingly |
| "Residential Units" | means units of Class C3 residential accommodation to be provided in Block B comprising the Open Market Housing Units and the Affordable Housing Units and where applicable the Additional Affordable Housing Units |
| "RPI Index" | means the All Items Index of Retail Prices published by the Office for National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC |
| "Site" | means the land at 152 Victoria Road, London W3 6UL as shown edged red on Plan 1 |
| "Student Accommodation" | means the 609 Student Accommodation Units to be provided in Block A |
| "Student Accommodation Unit" | means any one studio or single bedroom unit forming part of the Student Accommodation and "Student Accommodation Units" shall be construed accordingly |
| "Varied Planning Permission" | means any planning permission(s) issued to amend, vary or further vary any of the conditions of the Planning Permission |
| "Working Day" | means any day of the week other than Saturday Sunday any bank holiday and any public holiday |

1.2 The Interpretation Act 1978 shall apply to this Deed.

1.3 Where referenced in this Deed reference to a Clause paragraph Schedule Recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a Clause paragraph Schedule or Recital in this Deed or to a plan annex or appendix attached to this Deed.

1.4 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.

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

PROVIDED THAT if the Owner in relation to a Requisite Consent of its own volition and independently of the terms of this Deed pays or has paid a material financial consideration in

order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.16 to avoid or limit the obligation, covenant or undertaking under this Deed for which that Requisite Consent is required.

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

2. **LEGAL BASIS**

2.1 This Deed is made pursuant to:

2.1.1 section 106 of the 1990 Act;

2.1.2 sections 1, 201 and 205 of the 2011 Act; and

2.1.3 all other powers so enabling.

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

3. **NATURE OF OBLIGATIONS**

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

3.2 The Parties acknowledge and agree that:-

3.2.1 the Planning Permission will be granted on the basis that Occupiers of the Dwellings should not be entitled to any Parking Permit that would entitle them to park within any CPZ as at the date of this Deed;

3.2.2 paragraph 5 of Schedule 9 prevents Commencement of the Development until the Owner has given a unilateral undertaking to the LBE pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to secure restrictions on the ability of Occupiers to obtain such Parking Permits, with the intent that such restrictions on Parking Permits shall be enforceable by LBE not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site, as if that person had been an original covenanting party; and

3.2.3 the obligations in paragraphs 3 to 5 of Schedule 9 are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and in any event are covenants also given pursuant to section 201 of the 2011 Act.

3.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by 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 to 4 (inclusive), 5 (to the extent it relates to any other provision of this Deed mentioned in this clause), 7.1 and 8 to 24 (inclusive) and paragraph 2.1 of Schedule 11, paragraph 2.1 of Schedule 12 and paragraphs 2 and 3 of Schedule 15 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 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.

6.3 Subject to Clause 6.4, OPDC covenants with the Owner that it will repay to the Owner (or the person who made the payment if not the Owner) such amount of any payment made by the Owner to OPDC under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by OPDC of such payment together with Interest.

6.4 Where any payment is made by the Owner to OPDC pursuant to the terms of this Deed OPDC may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority OPDC's requirement to comply with Clauses 6.2 and 6.3 shall cease to apply in respect of those monies PROVIDED THAT any payment of such monies to the Other Statutory Authority OPDC shall be made on the basis that such amount of that payment which has not been expended or committed for the purposes specified in this Deed within ten (10) years of the date of receipt by OPDC shall be repaid by the Other Statutory Authority to the Owner together with Interest.

7. **LEGAL COSTS AND MONITORING**

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

7.2 The Owner covenants with OPDC:

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

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

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

8. OWNERSHIP

8.1 The Owner warrants and undertakes to OPDC that, with the exception of a sliver of land to the west of the Site registered at the Land Registry with title number NGL567270 within the freehold ownership of the London Borough of Ealing, 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 Residential Units or individual Non-Residential 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.

10.4 OPDC shall request registration of this Deed as a Local Land Charge by LBE or their successor(s) in statutory function.

11. EVIDENCE OF COMPLIANCE

Without prejudice to OPDC's statutory rights of entry and subject to OPDC providing the Owner reasonable prior written notice which shall be no less than 48 hours stating the extent of and reasons for the proposed access to the Site, 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 reasonably agreed 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 the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

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 for each Phase, at least 1 (one) month prior to such intended date;
- 12.1.4 the actual Commencement Date for each Phase, within 5 (five) Working Days of such actual date;
- 12.1.5 the anticipated date of Phase 1 Substantial Implementation, at least 1 (one) month prior to such intended date;
- 12.1.6 the anticipated date of Phase 2 Substantial Implementation, at least 1 (one) month prior to such intended date;
- 12.1.7 the intended date for First Occupation of each Phase, at least 1 (one) month prior to such intended date;
- 12.1.8 the actual date of First Occupation of each Phase, within 5 (five) Working Days of such actual date;
- 12.1.9 the intended date for First Occupation of the first Student Accommodation Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.10 the actual date of the First Occupation of the first Student Accommodation Unit, within 5 (five) Working Days of such actual date;
- 12.1.11 the intended date for First Occupation of the first Open Market Housing Unit, at least 20 (twenty) Working Days prior to such date;
- 12.1.12 the actual date of the First Occupation of the first Open Market Housing Unit, within 5 (five) Working Days of such actual date;
- 12.1.13 the intended date for Practical Completion of each Phase, at least 12 (twelve) months prior to such intended date; and
- 12.1.14 the actual date of Practical Completion of each Phase, within 5 (five) Working Days of such actual date.

12.2 In the event that the Owner fails to provide notification in accordance with Clause 12.1, the relevant notifiable event shall be deemed by OPDC (acting reasonably) for the purpose of this

Deed to have taken place on the earliest date that such event could have taken place PROVIDED THAT the deemed date shall be replaced by the date specified by the Owner where the Owner provides late notice to OPDC.

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 or sent by email 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;

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

13.1.3 if sent by email on a Working Day before 1630, on that day, or in any other case, on the next Working Day after the day on which it was sent.

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, W3 6FF

planningapplications@opdc.london.gov.uk

13.2.2 The Owner:-

FAO: Martin Fenlon, Downing Property Services, 5th Floor, No. 1 Old Hall Street, Liverpool L3 9HF

martinfenlon@downing.com and downing@zedra.com

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

14. PAYMENTS

14.1 All payments to be made by the Owner pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of The Head of Development Management and using reference 23/0051/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 due to a change in the VAT regime occurring after the date of 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 provided that the parties acknowledge that at the date of this Deed it is not anticipated that VAT is required to be paid in respect of any of the financial contributions due under this Deed.

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 this Deed 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 the payment is due 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 Residential Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee, save in respect of the obligations in:-

19.2.1 paragraphs 5.2 and 5.3 of Schedule 5 (*Affordable Housing*);

19.2.2 paragraphs 3.1 and 4.1 of Schedule 9 (*Parking*); and

19.2.3 paragraph 2.3 of Schedule 10 (*Travel Plan*).

19.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of individual Non-Residential 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 paragraphs 3.1 and 4.1 of Schedule 9 (*Parking*).

- 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.
- 19.6 Subject to clause 19.2 and 19.3 the obligations contained in the Schedules and paragraphs listed below shall only be enforceable against the Owner of Phase 1 and its successors in title:-
- 19.6.1 Schedules 1, 2, 3, 11 and 12;
 - 19.6.2 paragraphs 3.1.1 and 4.1.1 of Schedule 7;
 - 19.6.3 paragraphs 5.1.1 and 6.1.1 of Schedule 8;
 - 19.6.4 paragraph 6 of Schedule 10;
 - 19.6.5 paragraphs 2.1.1 and 8.1.1 of Schedule 13; and
 - 19.6.6 paragraph 4.4.1 of Schedule 14.
- 19.7 Subject to clause 19.2 and 19.3 the obligations contained in the Schedules and paragraphs listed below shall only be enforceable against the Owner of Phase 2 and its successors in title:-
- 19.7.1 Schedules 4, 5 and 6;
 - 19.7.2 paragraphs 3.1.2 and 4.1.2 of Schedule 7;
 - 19.7.3 paragraphs 5.1.2 and 6.1.2 of Schedule 8;
 - 19.7.4 paragraph 7 of Schedule 10;
 - 19.7.5 paragraphs 2.1.2 and 8.1.2 of Schedule 13; and
 - 19.7.6 paragraph 4.4.2 of Schedule 14.
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 or fraud).
- 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.

20.9 Where OPDC or the External Consultant's satisfaction, decision, approval, opinion or notice is expressed to be required under any provision of this Deed, a determination by the Expert in relation to such satisfaction, decision, approval or notice shall constitute such satisfaction, decision, approval, opinion or notice for the purposes of such provision.

21. MISCELLANEOUS PROVISIONS

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

22.1 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or a Varied Planning Permission) granted after the date of this Deed.

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

22.2.1 expires without the Development having been Implemented; or

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

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

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

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

22.6 Subject to clause 6.3, all Interest earned on sums paid to OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.

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

23. GOVERNING LAW

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

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

SCHEDULE 1

STUDENT ACCOMMODATION

1. DEFINITIONS

- “Cascade”** means in order of priority:
- (i) Students at a local Higher Education Provider in LBE;
 - (ii) Students at a local Higher Education Provider, including but not limited to Higher Education Providers in the boroughs neighbouring LBE;
 - (iii) Students at other Higher Education Providers with good sustainable transport connections to the Site;
 - (iv) any other Student at a Higher Education Provider; or
 - (v) any other Student with a need to reside in London;
- or such other cascade that may be agreed with OPDC from time to time
- “Higher Education Provider”** 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 Private 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
- “Non-Student”** means any person who is not a Student and **“Non-Students”** shall be construed accordingly
- “Nominations Agreement”** means a completed and binding agreement or agreements with a Higher Education Provider (in the form of a contract or a lease or a freehold transfer of the relevant parts of the Student Accommodation) that contains details of the protocol for the marketing and letting of the nominated Affordable Student Accommodation Units and either:-
- (a) secures the operation and management of the nominated Student Accommodation Units by the Higher Education Provider directly; or
 - (b) grants rights to the Higher Education Provider to nominate any of its Students to become Occupants of the nominated Student Accommodation Units;
- and to be submitted to OPDC for approval in accordance with the provisions of paragraph 1.2.1 of this Schedule and for the avoidance of doubt any Nominations Agreement approved pursuant to this Schedule may be amended from time to time with the agreement of OPDC

“Student” 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 **“Students”** shall be construed accordingly

“Student Accommodation Management Plan” means a management plan submitted to OPDC and which sets out how the Student Accommodation shall be managed and monitored including:

- day to day management
- access and security
- communal area management
- accessibility management
- maintenance
- individual room management
- tenancy agreements (including but not limited to tenant conduct and car ownership)
- moving in and moving out strategy including management of two temporary car parking spaces in the bin holding area to support student move-in and move-out
- antisocial behaviour
- fire and health & safety
- community liaison (including but not limited to complaints procedure)

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

1. **STUDENT ACCOMMODATION MANAGEMENT**

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 Occupy or permit 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, prior to first Occupation of the Student Accommodation the Owner shall:

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 310 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 1.2.1 to OPDC; for the life of Block A and ensuring that any such agreement shall dovetail with the end of construction or the expiry of an existing agreement so the required number of Student Accommodation Units are continuously covered by a Nominations Agreement.

1.3 Subject to paragraph 1.5, the Owner shall not Occupy or permit Occupation of Block A until it has fully complied with paragraph 1.2.

1.4 Where paragraphs 1.2.2 and 1.2.2 of this Schedule apply and the Owner has provided OPDC with evidence of the use of All Reasonable Endeavours and the reasons for having failed to enter into a Nominations Agreement for the relevant Private Student Accommodation Units and Affordable Student Accommodation Units and OPDC has confirmed in writing that it is satisfied that the Owner has used All Reasonable Endeavours then from the date of such confirmation it is hereby agreed the Owner may directly let the Private 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 All Reasonable Endeavours to enter into a Nominations Agreement in respect of the Private 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 a Higher Education Provider.

2. STUDENT HOUSING 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.

SCHEDULE 2

AFFORDABLE STUDENT ACCOMMODATION

1. DEFINITIONS

- "Affordable Student Accommodation"** means Student Accommodation that is provided at a rental cost for the Academic Year equal to or below the London Student Accommodation Affordable Rent pursuant to this Schedule 2
- "Affordable Student Accommodation Units"** means the 152 Student Accommodation Units to be provided as Affordable Student Accommodation pursuant to paragraph 2.1 of this Schedule 2 and **"Affordable Student Accommodation Unit"** shall be construed accordingly
- "London Student Accommodation Affordable Rent"** means the maximum annual rent cost (inclusive of service charges, utilities and estate charges) for affordable purpose-built student accommodation published annually by the Greater London Authority in the Mayor's Annual Monitoring Report
- "Perpetuity"** means a minimum term of one hundred and 25 years from the date of First Occupation of an Affordable Student Accommodation Unit or the lifetime of the Development if shorter

2. MINIMUM AFFORDABLE STUDENT ACCOMMODATION UNITS

- 2.1 Not less than 152 Student Accommodation Units shall be provided as Affordable Student Accommodation Units.
- 2.2 The Owner shall submit details of the locations of the Affordable Student Accommodation Units (including 1:50 floor plans of the proposed units) to the OPDC within 12 months of the Commencement Date for Phase 1.
- 2.3 The Affordable Student Accommodation Units shall be provided in accordance with paragraph 2.5 below in Perpetuity in those locations or such alternative locations as are submitted to the OPDC (including 1:50 floor plans of the proposed units) from time to time.
- 2.4 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 Private Student Accommodation Units.
- 2.5 No Private Student Accommodation Units shall be Occupied until the Affordable Student Accommodation Units are Completed and made ready for Occupation.

3. AFFORDABLE RENTS

- 3.1 Subject to paragraphs 3.2 and 3.3 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.
- 3.2 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 the OPDC for their approval a report detailing:-
- 3.2.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.2.2 whether the current rent charges (together with any annual increases pursuant to paragraph 3.1 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 3.2.

3.3 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:-

3.3.1 the current rent charges (inclusive of service charges, utilities and estate charges) for the letting of each Affordable Student Accommodation Unit; and

3.3.2 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 3.3.

SCHEDULE 3

VIABILITY REVIEW – PHASE 1

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 paragraph 2 of Part 1 of 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 how some or all of the surplus profit identified in the Phase 1 Early Stage Review or, if elected by the Owner in accordance with paragraph 2.1 of Part 3, the Late Stage Review could be applied towards the provision of Additional Affordable Student Accommodation Units, to include:

- (a) details of which Private 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) a timetable for construction and delivery of the Additional Affordable Student Accommodation Units; and
- (d) in the case of the Phase 1 Early Stage Review only, the amount (if any) of any financial contribution payable towards offsite Affordable Student Accommodation in the event that:
 - (i) surplus profit arises from the Phase 1 Early Stage Review but such surplus profit is insufficient to provide any Additional Affordable Student Accommodation Units; or
 - (ii) if a surplus profit arises from the Phase 1 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 Units;

Accommodation Unit (so, by way of example, if the Phase 1 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 Private Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to any Additional Affordable Student Accommodation Scheme to be approved under paragraph 3 of Part 1 or paragraph 3 of Part 3 (as applicable) 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 or Late Stage Review 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 and any Late Stage Review 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

"Application Stage Build Costs"

means £90,694,265 (ninety million six hundred and ninety four thousand two hundred and sixty five pounds)

"Application Stage GDV"

means £179,623,180 (one hundred and seventy nine million six hundred and twenty three thousand one hundred and eighty pounds)

"Average Affordable Student Accommodation Value"

means the average value of Affordable Student Accommodation Units at the Phase 1 Early Stage Review Date or Late Stage Review Date (as applicable) based on the relevant information provided to establish the Phase 1 Early Stage Review GDV or Late Stage Review Actual GDV and Late Stage Review Estimated GDV (as applicable) to be assessed by OPDC and the Owner

"Average Private Student Accommodation Value"

means the average value of the Private Student Accommodation Units at the Phase 1 Early Stage Review Date or Late Stage Review Date (as applicable) based on the relevant information provided to establish the Phase 1 Early Stage Review GDV or Late Stage Review Actual GDV and Late Stage Review Estimated GDV (as applicable) to be assessed by OPDC and the Owner

"Build Costs"

means the build costs comprising construction of the Student Accommodation 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

"Component"

means a part of Phase 1 including but not limited to:

- (a) the Private Student Accommodation Units;
- (b) the Affordable Student Accommodation Units;
- (c) Commercial Floorspace;
- (d) any other floorspace;
- (e) property; and
- (f) land

but for avoidance of doubt excludes the Affordable Housing Units

"Early Stage Review GDV"

means the GDV at the date of the Phase 1 Early Stage Review

"External Consultant"

means the external consultant(s) appointed by OPDC to assess the Phase 1 Development Viability Information

"Formula 1b"

means the following formula to be applied at any Phase 1 Early Stage Review for determining surplus profit available for Additional Affordable Student Accommodation:

$$\text{"Surplus profit"} = ((A - B) - (C - D)) - P$$

Where:

- A** = Phase 1 Early Stage Review GDV (£)
- B** = Application Stage GDV (£)
- C** = Phase 1 Early Stage Review Build Costs (£)
- D** = Application Stage Build Costs (£)
- P** = $(A - B) * Y$
- Y** = Target Return (%)

Notes:

(A - B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV provided that if the value of P is less than zero it shall be zero for the purpose of Formula 1b.

"Formula 2"

means the following formula for determining the amount of Additional Affordable Student Accommodation where the application of Formula 1b or Formula 3 identifies a surplus profit:

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

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

Where:

A = Average Private Student Accommodation Value (£ per m²)

B = Average Affordable Student Accommodation Value (£ per m²)

D = Average Habitable Room size for the Student Accommodation being 21.4m²

E = Surplus profit available for Additional Affordable Student Accommodation Units as determined in Formula 1b or Formula 3, as applicable (£)

Notes:

(A – B) represents the difference in Average Private Student Accommodation Value per m² and the Average Affordable Student Accommodation Value per m² (£).

"Formula 3"

means the following formula to be applied at the Late Stage Review for determining surplus profit available for a Late Stage Review Contribution or Additional Affordable Student Accommodation

X = Surplus profit

$$X = ((A + B - C) - (D + E - F) - P) * 0.6$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

- Application Stage GDV (£), where Phase 1 Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to Part 2; or
- Early Stage Review GDV (£) as determined by OPDC pursuant to paragraph 3.4, where Phase

1 Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 2

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

- Application Stage Build Costs (£), where Phase 1 Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 2; or
- Early Stage Review Build Costs (£) as determined by OPDC pursuant to paragraph 3.4, where Phase 1 Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 2

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

Y = Target Return (%)

Notes:

(A + B - C) represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

(D + E - F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV provided that if the value of P is less than zero it shall be zero for the purpose of Formula 3.

0.6 represents the 60 per cent of the surplus profit to be used by OPDC for additional affordable housing, after the Owner's profit (P) has been deducted.

“Late Stage Review”

means the upwards only review of the financial viability of the Development at the Late Stage Review Date in accordance with Part 3 of this Schedule to determine whether a financial contribution is payable or (at the Owner's election in accordance with paragraphs 2.1 or 3.9 of Part 3) whether Additional Affordable Student Accommodation Units can be provided as part of Phase 1

“Late Stage Review Actual Build Costs”

means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance

“Late Stage Review Actual GDV”

means the sum of:

- (a) the value of all gross receipts from any Sale of a Component of Phase 1 prior to the Late Stage Review Date;

- (b) the Market Value of any Component of Phase 1 that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and
- (c) all Public Subsidy and any Development related income from any other sources to be assessed by OPDC excluding any Public Subsidy repaid by the Owner to OPDC and/or the GLA (as applicable)

in respect of which the supporting evidence to be submitted as part of the Phase 1 Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of Phase 1 under (b)

“Late Stage Review Contribution” means a financial contribution for the provision of off-site Affordable Student Accommodation in OPDC’s administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Affordable Student Accommodation Cap

“Late Stage Review Date” means the date on which 75% of the Private Student Accommodation Units have been Occupied as notified to OPDC pursuant to paragraph 2 of Part 3 to this Schedule

“Late Stage Review Estimated Build Costs” means the estimated Build Costs remaining to be incurred at the Late Stage Review Date

“Late Stage Review Estimated GDV” means the estimated Market Value at the Late Stage Review Date of all remaining Components of Phase 1 that are yet to be Disposed based on detailed comparable evidence

"Market Value" means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Phase 1 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

"Phase 1 Development Viability Information" means

- (a) in respect of Formula 1b:
 - (i) Phase 1 Early Stage Review GDV; and

- (ii) Phase 1 Early Stage Review Build Costs;
- (b) in respect of Formula 2:
 - (i) Average Private Student Accommodation Value
 - (ii) Average Affordable Student Accommodation Value;
- (c) in respect of Formula 3:
 - (i) Late Stage Review Actual GDV;
 - (ii) Late Stage Review Actual Build Costs;
 - (iii) Late Stage Review Estimated GDV; and
 - (iv) Late Stage Review Estimated Build Costs; and

and including in each case supporting evidence to OPDC's reasonable satisfaction

"Phase 1 Early Stage Review" means the upwards only review of the financial viability of the Development at the Phase 1 Early Stage Review Date in accordance with paragraphs 2 and 3 of this Schedule to determine whether Additional Affordable Student Accommodation Units can be provided as part of Phase 1 and/or an Additional Affordable Student Accommodation Contribution is payable

"Phase 1 Early Stage Review Build Costs" means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and
- (b) the Build Costs actually incurred

at the Phase 1 Early Stage Review Date

"Phase 1 Early Stage Review Date" means the date of the submission of the Phase 1 Development Viability Information pursuant to paragraph 2 of this Schedule

"Phase 1 Early Stage Review GDV" means the estimated Market Value at the Phase 1 Early Stage Review Date of the Private Student Accommodation Units based on detailed comparable evidence.

"Phase 1 Substantial Implementation" means the occurrence of the following in respect of Phase 1 of the Development:

- (a) completion of all ground preparation works and all site-wide enabling works;
- (b) completion of the foundations for the core of Block A; and
- (c) construction of the lower ground floor slab of Block A;

"Phase 1 Substantial Implementation Target Date" means the date 24 (twenty four) months from but excluding the date of grant of the Planning Permission subject to any extensions of time agreed in writing between the Owner and OPDC to reflect any delay in obtaining Building Safety Act gateway approvals

"Public Subsidy" means funding from OPDC and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of Phase 1

"Sale" means:

- (a) the sale of the freehold of a Component; or
- (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

and **"Sold"** shall be construed accordingly

"Target Return" means profit on value of 15% (fifteen per cent) as a percentage of GDV.

PART 2

EARLY STAGE REVIEW

1. EARLY STAGE REVIEW TRIGGER

1.1 The Owner shall notify OPDC in writing of the date on which it considers that Phase 1 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 Phase 1 Substantial Implementation has been achieved and whether it was achieved on or before the Phase 1 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 Phase 1 Substantial Implementation has been achieved on or before the Phase 1 Substantial Implementation Target Date.

1.3 Following the Owner's notification pursuant to paragraph 1.1, the Owner shall afford OPDC access to the Site to inspect and assess whether or not the works which have been undertaken achieve Phase 1 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; or

1.4.2 if OPDC makes a request under paragraph 1.2, 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 Phase 1 Substantial Implementation has been achieved and whether it was achieved on or before the Phase 1 Substantial Implementation Target Date.

1.5 If OPDC notifies the Owner that OPDC considers that Phase 1 Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until OPDC has notified the Owner pursuant to paragraph 1.4 that Phase 1 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 that Phase 1 Substantial Implementation has been achieved on or before the Phase 1 Substantial Implementation Target Date;

1.6.2 OPDC has notified the Owner pursuant to paragraph 3.4 that no Additional Affordable Student Accommodation Units are required; or

1.6.3 if OPDC notifies the Owner pursuant to paragraph 3.4 that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to paragraph 3.4 or 3.5.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 In respect of the Phase 1 Early Stage Review where Substantial Implementation has not occurred before the Phase 1 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 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 Part 2 that Phase 1 Substantial Implementation has been achieved, on the basis that OPDC may make such information publicly available:

(a) the Phase 1 Development Viability Information for Formula 1b and Formula 2;

(b) a written statement that applies the applicable Phase 1 Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b 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 Housing Scheme; and

2.1.2 paragraphs 4 and 5 of this Part 2 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 1b and Formula 2 and for the avoidance of doubt OPDC will be entitled to rely on its own evidence in determining inputs into Formula 1b 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 Phase 1 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 1b and Formula 2.

3.4 OPDC or its External Consultant shall assess the information submitted pursuant to paragraph 2 and separately this paragraph 3 (as the case may be) and 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 within 30 (thirty) days of receiving the information under paragraph 2 or (if applicable) 30 (thirty) days of receiving the information under this paragraph 3.

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 to be provided within 10 (ten) Working Days and 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 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

3.6.2 a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing 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 a financial contribution towards offsite Affordable Student Accommodation in OPDC's administrative area.

3.7 The Owner shall not Occupy any of the Private 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.

3.9 Where the parties disagree as to the conclusions of OPDC's assessment or OPDC's response under paragraphs 1.4, 3.4 or 3.5 is not provided within the stated timescale, the matter may be referred for determination in accordance with the provisions of Clause 20.

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

4.1 Where in respect of a Phase 1 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 Private 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 offsite 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.

PART 3

LATE STAGE REVIEW

1. LATE STAGE REVIEW TRIGGER

- 1.1 The Owner shall notify OPDC in writing of the anticipated Late Stage Review Date not less than 20 (twenty) Working Days in advance of that date.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.1 No later than 20 (twenty) Working Days after the Late Stage Review Date notified to OPDC pursuant to paragraph 1.1, the Owner shall submit the following information on the basis that OPDC may make such information publicly available:

- 2.1.1 the Phase 1 Development Viability Information for Formula 3;

- 2.1.2 where paragraph 2.1.3(c) applies, the Phase 1 Development Viability Information for Formula 2; and

- 2.1.3 a written statement that:

- (a) applies the applicable Phase 1 Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any surplus profit is available for a Late Stage Review Contribution or Additional Affordable Student Accommodation and, if so, how much;

- (b) where in the Owner's view surplus profit is available, confirms whether the Owner proposes to provide a Late Stage Review Contribution, Additional Affordable Student Accommodation or a combination of both;

- (c) where the Owner proposes to provide Additional Affordable Student Accommodation, applies the applicable Phase 1 Development Viability Information to Formula 2; and

- (d) where the written statement confirms that Additional Affordable Student Accommodation Units are proposed to be provided, includes an Additional Affordable Housing Scheme.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 OPDC shall assess the information submitted pursuant to paragraph 2 and assess whether in its view surplus profit is available for a Late Stage Review Contribution or Additional Affordable Student Accommodation in accordance with Formula 3 subject to the Affordable Student Accommodation Cap and, if so, how much and OPDC will be entitled to rely on its own evidence in determining inputs into Formula 3 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.
- 3.3 In the event that OPDC and/or an External Consultant requires further Phase 1 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 its view surplus profit is available for a Late Stage Review Contribution or Additional Affordable Student Accommodation in accordance with Formula 3 subject to the Affordable Student Accommodation Cap.
- 3.4 If OPDC and/or its External Consultant determines following receipt of the information submitted pursuant to paragraph 2 that the Late Stage Review Date has not occurred, OPDC may require the Owner to promptly submit additional information pursuant to paragraph 3.3 or to re-submit the information required under paragraph 2 upon the occurrence of the Late Stage Review Date (as determined by OPDC).
- 3.5 OPDC or its External Consultant shall complete its assessment of the information submitted pursuant to paragraph 2 and OPDC shall notify the Owner in writing of its decision as to whether surplus profit is available for a Late Stage Review Contribution or Additional Affordable Student Accommodation and, if so, how much within 30 (thirty) days of receiving the information under paragraph 2 or (if applicable) 30 (thirty) days of receiving the information under this paragraph 3.
- 3.6 If OPDC notifies the Owner pursuant to paragraph 3.5 that surplus profit is available and the Owner has proposed under paragraph 2.1 to provide a Late Stage Review Contribution:
- 3.6.1 the Owner shall pay the Late Stage Review Contribution to OPDC within 10 (ten) Working Days of the date on which such notice is received; and
- 3.6.2 the Owner shall not Occupy more than 85% (eighty five per cent) of the Private Student Accommodation Units until the Late Stage Review Contribution has been paid in full to OPDC.
- 3.7 Where the Owner has proposed under paragraph 2.1 to provide Additional Affordable Student Accommodation Units the notice issued by OPDC under paragraph 3.5 shall confirm whether the submitted Additional Affordable Student Accommodation Scheme is approved.
- 3.8 Where the Owner has proposed under paragraph 2.1 to provide Additional Affordable Student Accommodation Units and OPDC concludes that Additional Affordable Student Accommodation Units are required but the Owner's initial submission 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 to be provided within 10 (ten) Working Days and 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.

- 3.9 If OPDC notifies the Owner pursuant to paragraph 3.5 that surplus profit is available but this is contrary to the view expressed by the Owner in the written statement submitted under paragraph 2.1, the Owner shall issue a further notice to OPDC to confirm whether the Owner proposes to provide a Late Stage Review Contribution, Additional Affordable Student Accommodation or a combination of both.
- 3.10 Where the notice issued by the Owner under paragraph 3.9 confirms that the Owner proposes to provide Additional Affordable Student Accommodation, it shall include the information listed at paragraphs 2.1.3(c) and 2.1.3(d) and paragraphs 3.7 and 3.8 shall apply.
- 3.11 The Owner shall pay OPDC's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.
- 3.12 The Owner shall not Occupy more than 80% (eighty per cent) of the Private Student Accommodation Units until OPDC has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 3.5.
- 3.13 Where the parties disagree as to the conclusions of OPDC's assessment or OPDC's response under paragraph 3.5 is not provided within the stated timescale, the matter may be referred for determination in accordance with the provisions of Clause 20.

4. DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

- 4.1 Where in respect of a Late Stage Review it is determined that one or more Additional Affordable Student Accommodation Units are required the Owner shall Practically Complete all of the Additional Affordable Student Accommodation Units in accordance with the Additional Affordable Student Accommodation Scheme approved by OPDC and make them available for Occupation by the beginning of the next academic year.
- 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.

PART 4

MISCELLANEOUS

1. PUBLIC SUBSIDY

- 1.1 Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 1b and Formula 2 and/or Formula 3.

2. MONITORING

- 2.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed OPDC shall report to the GLA through the London Development Database the number of the Affordable Student Accommodation Units.
- 2.2 The Parties acknowledge and agree that as soon as reasonably practicable after the approval of an Additional Affordable Student Accommodation Scheme pursuant to paragraph 4.4 of Part 2 or, if an Additional Affordable Student Accommodation Scheme is not required by OPDC, the conclusion of the assessment under paragraph 4.4 of Part 2 and after approval of Phase 1 Development Viability Information submitted pursuant to Part 3 OPDC shall report to

the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number of the Additional Affordable Student Accommodation Units (if any);
- (b) the amount of any financial contribution payable towards offsite Affordable Student Accommodation pursuant to paragraph 4.6 of Part 2; and
- (c) the amount of any Late Stage Review Contribution.

SCHEDULE 4

BUILD TO RENT

1. DEFINITIONS

"Clawback Amount" means a sum of money (A) to be paid prior to a Clawback Disposal and to be determined by OPDC under paragraphs 3.3 to 3.6 of this Schedule 4 using the following formula:

$$A = B - C$$

where:

B is the Net Value of the Open Market Housing Units at the date of the Clawback Disposal to be valued on the assumption that such units are to be sold free of the restrictions in this Schedule 4 and based on the consideration to be paid under that Clawback Disposal for each Open Market Housing Unit which is intended to be Disposed; and

C is £30,732,000 (thirty million seven hundred and thirty two thousand) being the Net Value of the Open Market Housing Units as at the date of the Planning Permission valued on the assumption that such units are subject to the restrictions in this Schedule 4 such valuation to be adjusted by the percentage change in the average rental values for LBE's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Office of National Statistics (or any successor in function)

and where:

"Net Value" means the proceeds of sale the Owner would receive after deduction of surveyor's and legal costs associated with the sale and any stamp duty land tax payable

"Clawback Disposal" means a Disposal of one or more Open Market Housing Units during the Covenant Period other than:

- (a) a letting of an Open Market Housing Unit in accordance with the Approved Residential Management Plan; or
- (b) a Disposal that is part of a Disposal of the entirety of the Residential Units to a single purchaser provided that the Open Market Housing Units remain in rented tenure

"Covenant Period" means 15 years starting from (and including) the latter of the date of the Occupation of the Open Market Housing Units or the date on which all of the Open Market Housing Units are available for occupation

"Residential Management Plan" means a plan setting out management principles for the Residential Units and which shall include the following requirements unless otherwise agreed in writing with OPDC or inconsistent with the provisions of the Renter's Rights Act 2025, once brought into force:

- (a) each Residential Unit shall be self-contained and let separately for residential use;

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

2. **BUILD TO RENT PROVISION**

The Owner shall:

- 2.1 submit to OPDC the Residential Management Plan for approval (as approved, the "**Approved Residential Management Plan**");
- 2.2 not Occupy or cause or permit the Occupation of any Residential Unit until the Residential Management Plan has been submitted to and approved by OPDC;
- 2.3 market, let and provide the Residential Units in accordance with the Approved Residential Management Plan (subject to any minor amendments agreed in writing with OPDC);
- 2.4 not Occupy or cause or permit the Occupation of the Residential Units except in accordance with the Approved Residential Management Plan (subject to any minor amendments agreed in writing with OPDC); and
- 2.5 upon reasonable notice from OPDC and no more frequently than every six months, provide to OPDC such evidence as OPDC reasonably requires to demonstrate the Owner's compliance with the Approved Residential Management Plan

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

3. **BUILD TO RENT COVENANT**

- 3.1 Subject to paragraph 3.8 of this Schedule 4, the Owner shall not cause or permit a Clawback Disposal unless and until the Clawback Amount has been paid to OPDC.
- 3.2 Not less than 30 Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to OPDC of such Clawback Disposal including the following information:
- 3.2.1 the anticipated date of that Clawback Disposal;
 - 3.2.2 the Open Market Housing Unit(s) which are intended to be Disposed and its size in m² and number of Habitable Rooms;
 - 3.2.3 the amount of consideration to be paid under that Clawback Disposal for each Open Market Housing Unit which is intended to be Disposed (including documentary evidence);
 - 3.2.4 the Owner's calculation of the Clawback Amount; and
 - 3.2.5 the identity and address of the person(s) to whom the Open Market Housing Unit(s) are intended to be Disposed.
- 3.3 OPDC shall assess the information submitted under paragraph 3.2 of this Schedule 4 to determine the Clawback Amount.
- 3.4 OPDC may appoint an external consultant to assess the information submitted under paragraph 3.2 of this Schedule 4 and to determine the Clawback Amount.
- 3.5 If OPDC and/or its external consultant requests from the Owner further information or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to OPDC and/or the external consultant (as applicable and with a copy to the other party) within 10 Working Days of receiving the relevant request and this process may be repeated until OPDC and/or its external consultant has all the information it reasonably requires to determine the Clawback Amount.
- 3.6 OPDC shall notify the Owner in writing of the Clawback Amount and shall use Reasonable Endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 3.2 of this Schedule 4.
- 3.7 The Owner shall pay OPDC's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 3.2 of this Schedule 4 and in determining the Clawback Amount including those of any external consultant appointed under paragraph 3.4 of this Schedule 4 within 20 Working Days of receipt of a written request for payment.
- 3.8 If OPDC has not notified the Owner in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 3.2 of this Schedule 4, the Owner may cause or permit a Clawback Disposal once it has paid to OPDC an amount that the Owner reasonably estimates to be the Clawback Amount (the "**Estimated Clawback Amount**") in lieu of the Clawback Amount PROVIDED THAT in the event OPDC notifies the Owner of a Clawback Amount within 30 Working Days of receiving payment of an Estimated Clawback Amount then no later than 10 Working Days after OPDC notifies the Owner in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with Clause 20 within 10 Working Days of OPDC notifying the Owner of the Clawback Amount, no later than 10 Working Days after the final determination of the Clawback Amount) and the Clawback Amount is greater than the Estimated Clawback

Amount, the Owner shall pay to OPDC the difference between the Clawback Amount and the Estimated Clawback Amount together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with Clause 17 and where the Clawback Amount is less than the Estimated Clawback Amount OPDC shall pay to Owner the difference between the Clawback Amount and the Estimated Clawback Amount together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with Clause 17.

- 3.9 OPDC shall use the Clawback Amount or Estimated Clawback Amount to provide Affordable Housing in its administrative area.
- 3.10 The Owner shall notify OPDC in writing promptly upon the completion of a Clawback Disposal.
- 3.11 The provisions of this paragraph 3 of this Schedule 4 shall only apply during the Covenant Period.

SCHEDULE 5

AFFORDABLE HOUSING

1. DEFINITIONS

"Affordable Housing" means housing including Discounted Market Rent Housing and London Living Rent Equivalent Housing provided to eligible renters whose needs are not met by the market and which housing should:

- (a) meet the needs of eligible renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and
- (b) include provision for the home to remain at an affordable rent for future eligible renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

"Affordable Housing Provider" means:

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding;
- (c) any other body specialising in the provision of Affordable Housing; or
- (d) any other body first approved in writing by OPDC;

in each case either nominated or approved by OPDC (such approval not to be unreasonably withheld or delayed)

"Affordable Housing Target Tenure Split" means:

- (a) 32% (thirty two per cent) (by Habitable Rooms) London Living Rent Equivalent Housing Units; and
- (b) 68% (sixty eight per cent) (by Habitable Rooms) Discounted Market Rent Housing

"Affordable Housing Units" means the 21 (twenty one) Residential Units to be provided as Affordable Housing as shown on Plan 4 comprising 62 (sixty two) Habitable Rooms and comprising not less than 35% (thirty five per cent) (by Habitable Room) of the Residential Units and **"Affordable Housing Unit"** shall be construed accordingly

"Chargee" means any mortgagee or chargee from time to time of a Registered Provider who is exercising its power of sale in respect of the Affordable Housing Units or any part of the Affordable Housing Units

"Discounted Market Rent Housing" means housing offered to Eligible Renters:

- (a) for all lettings (including initial and each subsequent letting), in respect of the following sizes of units, at not more than the following:
 - (i) one-bedroom: £1,560 per month;
 - (ii) two-bedroom: £1,560 per month;
 - (iii) three-bedroom: £1,431 per month; and
- (b) on the basis that Housing Costs in respect of the above sizes of units must not exceed 28 per cent of £67,000 or (where higher) the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report (which annual gross income upper limit specified in the London Plan Annual Monitoring Report at the date of this Deed is £67,000)

"Discounted Market Rent Housing Units" means the 16 Affordable Housing Units as shown on Plan 4 comprising 42 Habitable Rooms to be made available for Discounted Market Rent Housing in accordance with this Schedule 5 together with any Additional Affordable Housing Units which are to be delivered as Discounted Market Rent Housing

"DMR & LLR Statement" means a statement detailing:

- (a) the current Open Market Rent Levels which shall be objectively assessed based on comparable market evidence; and
- (b) the Housing Costs for the Discounted Market Rent Housing Units and the London Living Rent Equivalent Units and the application of any indexation

"Eligible Renter" means an existing private or social tenant or tenants whose Household Income at the date of renting the relevant London Living Rent Equivalent Housing Unit or Discounted Market Rent Housing Unit does not exceed the relevant upper limit as specified in the definition of Discounted Market Rent Housing or London Living Rent Equivalent Levels of this Schedule (as applicable)

"Household" means, in relation to a person "A", A and all other persons who would, after purchasing or renting (as appropriate) an Affordable Housing Unit share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons

"Household Income" means:

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

"Housing Costs" means the rent payable in respect of a Residential Unit including Service Charges and which at all times shall be calculated in accordance with the terms of this Deed

- “Lettings Procedure” Cascade** means that in respect of London Living Rent Equivalent Housing Units only:
- (a) Eligible Renters on the LBE intermediate housing waiting list or equivalent have priority in respect of the London Living Rent Equivalent Housing Units;
 - (b) if LBE is unable to identify a suitable tenant for an Affordable Housing Unit or an Additional Affordable Housing Units it will be offered to Eligible Renters on the equivalent intermediate housing lists in LBB and LBHF;
 - (c) if LBB and LBHF are unable to nominate to an Affordable Housing Unit or an Additional Affordable Housing Unit it will be made available to Eligible Renters through the London Wide Register for a period of 3 (three) months; and
- if all three Boroughs are unable to nominate to an Affordable Housing Unit or an Additional Affordable Housing Unit and the unit is not allocated through the London Wide Register in accordance with the step set out at (c) above, the nomination right returns to the Owners to be allocated on the basis of criteria to be agreed with the OPDC
- "London Standards" Design** means the applicable housing design standards set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (2016) and the Mayor of London's and Homes and Communities Agency's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time
- "London Living Rent Equivalent Levels"** means Housing Costs which do not exceed the lower of:
- (a) must not exceed 80 per cent of the Open Market Rent Level and, in respect of the following sizes of units, must not exceed the following:
 - (i) 57.5% of the Open Market Rent Level for one-bedroom units; and
 - (ii) 56.5% of the Open Market Rent Level for two-bedroom units; and
 - (iii) 48% of Open Market Rent Level for three-bedroom units.
 - (b) in respect of the following sizes of units, 28 per cent of £67,000 or (where higher) the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report (which annual gross income upper limit specified in the London Plan Annual Monitoring Report at the date of this Deed is £67,000)
- “London Living Rent Equivalent Housing”** means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of 3 (three) years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first 6 (six) months of the tenancy with 1 (one) months' notice;
- (c) at London Living Rent Equivalent Levels; and

PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above

"London Living Rent Equivalent Housing Units" means 5 Affordable Housing Units as shown on Plan 4 comprising 20 Habitable Rooms to be made available at London Living Rent Equivalent Levels in accordance with this Schedule 5 together with any additional Affordable Housing Units let at London Living Rent Equivalent Levels under an Additional Affordable Housing Scheme

"London Plan Annual Monitoring Report" means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy

"Open Market Rent Levels" means the rental levels for the Open Market Housing Units

"Receiver" means each of any of a receiver (including an administrative receiver) appointed by a Chargee or any other person (including any manager) appointed under any security documentation to enable such Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Registered Provider" means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) and approved by OPDC such approval not to be unreasonably withheld or delayed

"Service Charges" means all amounts payable by a tenant of the relevant Discounted Market Rent Housing Unit or London Living Rent Equivalent Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Discounted Market Rent Housing Unit or London Living Rent Equivalent Housing Unit

2. **AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION**

2.1 The Owner shall provide not less than 5 (five) of the Affordable Housing Units at London Living Rent Equivalent Levels and 16 (sixteen) Affordable Housing Units as Discounted Market Rent Housing.

2.2 The Affordable Housing Units and Additional Affordable Housing Units shall together not exceed 50% (fifty per cent) (by Habitable Room) of the Residential Units PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Target Tenure Split and PROVIDED FURTHER THAT this shall not preclude the use and occupation of any Residential Units as Affordable Housing.

3. LETTINGS CASCADE PROCEDURE

3.1 The Owner shall comply with the Lettings Cascade Procedure for the Occupation of all London Living Rent Equivalent Housing Units.

4. AFFORDABLE HOUSING PROVISION

4.1 The Owner shall unless otherwise agreed in writing with OPDC provide the Affordable Housing Units in the locations shown on Plan 4 in accordance with the following tenure and unit size mix:-

| | 1 bed, 2 person | 2 bed, 3 person | 2 bed, 4 person | 3 bed, 4 person | 3 bed, 5 person | Total |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|-------|
| London Living Rent Equivalent Housing Units | 0 | 0 | 0 | 0 | 5 | 5 |
| Discounted Market Rent Housing Units | 6 | 0 | 10 | 0 | 0 | 16 |

4.2 The Owner shall ensure that the Affordable Housing Units are designed and constructed:-

4.2.1 in accordance with the London Design Standards as at the date of the Planning Application; and

4.2.2 to be tenure blind from the Open Market Housing Units.

4.3 The Owner shall not Occupy more than 50% (fifty per cent) of the Open Market Housing Units until 100% (one hundred per cent) of the Affordable Housing Units have been Practically Completed in accordance with the covenants and obligations in this Schedule and made ready for Occupation.

5. ELIGIBILITY CRITERIA AND OCCUPATION RESTRICTIONS

5.1 It is agreed that the restrictions contained in this paragraph 5 shall be subject to the provisions of paragraph 5.3.

London Living Rent Equivalent Housing Units

5.2 Subject to paragraph 3.1 of this Schedule 5 the London Living Rent Equivalent Housing Units shall for the lifetime of the Development:

5.2.1 not be Occupied for any purpose other than for London Living Rent Equivalent Housing; and

5.2.2 not be let to any person other than an Eligible Renter

and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting unless otherwise agreed in writing by the OPDC.

Discounted Market Rent Housing Units

5.3 The Discounted Market Rent Housing Units shall for the lifetime of the Development:

5.3.1 not be Occupied for any purpose other than for Discounted Market Rent Housing; and

5.3.2 not be let to any person other than an Eligible Renter

and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting unless otherwise agreed in writing by the OPDC.

6. **MONITORING**

6.1 The Owner shall submit a DMR & LLR Statement to OPDC:

6.1.1 prior to the Occupation of the Development; and

6.1.2 on each subsequent anniversary of the first DMR & LLR Statement on an annual basis thereafter for the lifetime of the Development; and

6.1.3 within 28 days of any written request from OPDC for a DMR & LLR Statement.

7. **EXCLUSION OF LIABILITY**

7.1 The obligations and restrictions contained in paragraphs 2 to 6 of this Schedule shall not bind:-

7.1.1 a Chargee or Receiver of the whole or any part of the Affordable Housing and/or Additional Affordable Housing (if applicable) who has provided loan facilities to the Owner or any persons or bodies deriving title through such Chargee or Receiver provided that they have first complied with the provisions of paragraphs 7.2.1 and 7.2.2 below; or

7.1.2 any person or body deriving title through or from any of the parties mentioned in paragraphs 7.1.1

7.2 Any Chargee or Receiver claiming protection granted by paragraph 7.1 must first:-

7.2.1 give written notice to OPDC of its intention to dispose of the Affordable Housing and/or Additional Affordable Housing (if applicable) and give OPDC the option to:

(a) purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) from the Chargee or Receiver; or

(b) nominate another Registered Provider to purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable); or

(c) make other arrangements for the transfer of the relevant Affordable Housing and/or Additional Affordable Housing (as applicable) so as to safeguard their use as Affordable Housing

for a period commencing on the date OPDC receives the notice from the Chargee or Receiver and ending three months after the date of receipt of the notice (the "**Notice Period**") and in the event that OPDC or its nominated Registered Provider or purchaser gives notice to the Chargee or Receiver that it wishes to purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) within the Notice Period it shall be entitled to purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) within a period of not less than three months from the date of informing the Chargee or Receiver of its intention to proceed with the purchase; and

- 7.2.2 if such disposal has not yet completed within the timescales specified in paragraph 7.2.1 above, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing and/or Additional Affordable Housing (if applicable) free from the affordable housing provisions of this Deed which provisions shall determine absolutely.
- 7.3 The price payable by OPDC (or its nominated Registered Provider) for the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) pursuant to paragraph 7.2.1 shall be that reasonably obtainable in the circumstances for the Affordable Housing and/or Additional Affordable Housing (if applicable) subject to the restrictions as to the use of the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) contained within this Schedule 5 but in no circumstances shall the consideration be less than all sums due to the Chargee pursuant to the terms of the relevant mortgage or charge or other relevant security documentation including all interest and reasonable legal and administrative fees, costs and expenses PROVIDED THAT the sums secured against the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) shall be no more than market value subject to tenancy.
- 7.4 The OPDC (or its nominated Registered Provider) and the Chargee or Receiver shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) but in the event of failure to agree the purchase price the matter shall be determined by an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area and will be appointed by agreement between the parties or failing such agreement and upon application by either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Affordable Housing and/or Additional Affordable Housing (if applicable) by this Deed.

SCHEDULE 6

VIABILITY REVIEW – PHASE 2

PART 1

DEFINITIONS

- "Additional Affordable Housing Scheme"** means a scheme or schemes to be prepared by the Owner and submitted to OPDC in accordance with this Schedule detailing the Additional Affordable Housing Units to be provided and which:
- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units;
 - (b) confirms which Discounted Market Rent Housing Units (if any) are to be let at lower rents including at London Living Rent Equivalent Levels to achieve a greater level of affordability for Eligible Renters (and the level of the rents);
 - (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
 - (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
 - (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 4.6 of Part 2 of this Schedule 6 applies.
- "Additional Affordable Housing Units"** means the Open Market Housing Units to be converted to Affordable Housing pursuant to any Additional Affordable Housing Scheme to be approved under paragraph 3 and **"Additional Affordable Housing"** shall be construed the same
- "Affordable Housing Target Tenure Split"** has the meaning set out in Schedule 5
- "Average Affordable Housing Value"** means the average value per square metre of the total floorspace of the Discounted Market Rent Housing Units at the required level of discount determined by OPDC and the London Living Rent Equivalent Housing Units on the Site at the Phase 2 Early Stage Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by OPDC and the Owner
- "Average Open Market Housing Value"** means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Phase 2 Early Stage Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by OPDC and the Owner
- "Build Costs"** means in respect of this Schedule 6 the build costs comprising construction of Phase 2 attributable to the Residential Units and the Commercial Floorspace 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:

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

"Estimated Costs"

Build means the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Phase 2 Early Stage Review Date; and
- (b) the actual Build Costs incurred at the Phase 2 Early Stage Review Date

"Estimated GDV"

means the price at which a sale of the Open Market Housing Units and the Commercial Floorspace would have been completed unconditionally for cash consideration on the Phase 2 Early Stage Review Date or date of Planning Permission (as applicable) based on detailed comparable market evidence, including evidence of rental values for the Open Market Housing Units which have been let, a valuation of the remaining Open Market Housing Units and evidence of the rental yield of the Open Market Housing Units, 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 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;
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion; and
- (e) that the restrictions in Schedule 2 would continue to apply

"External Consultant"

means the external consultant(s) appointed by OPDC to assess the Phase 2 Development Viability Information

"Formula 5"

means the following formula to be applied at any Phase 2 Early Stage Review for determining surplus profit available for Additional Affordable Housing:

X = Surplus profit available for additional on-site affordable housing

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

Where:

A = Estimated GDV at the Phase 2 Early Stage Review Date (£)

B = Estimated GDV at the date of the Planning Permission (£)

C = Estimated Build Costs at the Phase 2 Early Stage Review Date (£)

D = Estimated Build Costs at the date of the Planning Permission (£)

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

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

Notes:

$(A - B)$ represents the change in GDV from the date of planning permission to the date of review.

$(C - D)$ represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV which shall be no less than zero.

“Formula 6”

means the following formula for determining the amount of Additional Affordable Housing where the application of Formula 5 identifies a surplus profit:

X = Additional affordable housing requirement (habitable rooms)

$$X = A \div (B - C) \div D$$

Where:

A = Surplus profit available for additional DMR (as determined in Formula 5) (£)

B = Average Open Market Housing Value

C = Average Affordable Housing Value

D = Average Habitable Room size for the Development being 20.9 sqm

"Phase Development Viability Information"

2 means the information required by Formula 5 and Formula 6 being:

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Open Market Housing Value; and
- (d) Average Affordable Housing Value

and including in each case supporting evidence to OPDC's reasonable satisfaction

“Phase 2 Early Stage Review”

means the upwards only review of the financial viability of the Development at the Phase 2 Early Stage Review Date in accordance with paragraphs 2

and 3 of this Schedule to determine whether Additional Affordable Housing can be provided as part of the Development

“Phase 2 Early Stage Review Date” means the date of the submission of the Phase 2 Development Viability Information pursuant to paragraph 2

“Phase 2 Substantial Implementation” means the occurrence of the following in respect of Phase 2 of the Development:

- (a) completion of all ground preparation works and all site-wide enabling works;
- (b) completion of the foundations for the core of Block B; and
- (c) construction of the lower ground floor slab of Block B;

“Phase 2 Substantial Implementation Target Date” means the date 36 (thirty six) months from but excluding the date of grant of the Planning Permission subject to any extensions of time agreed in writing between the Owner and OPDC to reflect any delay in obtaining Building Safety Act gateway approvals

“Public Subsidy” means funding from OPDC and/or the GLA together with any additional public subsidy secured by the Owner or Affordable Housing Provider to support the delivery of the Development

“Sale” means:

- (a) the sale of the freehold of a Component; or
- (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

and **“Sold”** shall be construed accordingly

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 Phase 2 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 Phase 2 Substantial Implementation has been achieved and whether it was achieved on or before the Phase 2 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 Phase 2 Substantial Implementation has been achieved on or before the Phase 2 Substantial Implementation Target Date.

- 1.3 Following the Owner's notification pursuant to paragraph 1.1, the Owner shall afford OPDC access to the Site to inspect and assess whether or not the works which have been undertaken achieve Phase 2 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; or
 - 1.4.2 if OPDC makes a request under paragraph 1.2, 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 Phase 2 Substantial Implementation has been achieved and whether it was achieved on or before the Phase 2 Substantial Implementation Target Date.
- 1.5 If OPDC notifies the Owner that OPDC considers that Phase 2 Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until OPDC has notified the Owner pursuant to paragraph 1.4 that Phase 2 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 that Phase 2 Substantial Implementation has been achieved on or before the Phase 2 Substantial Implementation Target Date;
 - 1.6.2 OPDC has notified the Owner pursuant to paragraph 3.4 that no Additional Affordable Housing Units are required; or
 - 1.6.3 if OPDC notifies the Owner pursuant to paragraph 3.4 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.1 In respect of the Phase 2 Early Stage Review where Phase 2 Substantial Implementation has not occurred before the Phase 2 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 Phase 2 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 6 that Phase 2 Substantial Implementation has been achieved, on the basis that OPDC may make such information publicly available:
 - (a) the Phase 2 Development Viability Information for Formula 5 and Formula 6;
 - (b) a written statement that applies the applicable Phase 2 Development Viability Information to Formula 5 (PROVIDED ALWAYS THAT if the result

produced by Formula 5 is less than zero it shall be deemed to be zero) and Formula 6 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

- (c) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2 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 Housing Units are required to be delivered in accordance with Formula 5 and Formula 6 and for the avoidance of doubt OPDC will be entitled to rely on its own evidence in determining inputs into Formula 5 and Formula 6 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 Phase 2 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 Housing Units are required to be delivered in accordance with Formula 5 and Formula 6.

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

3.5 Where OPDC concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise (or concluded that fewer Additional Affordable Housing Units are required), the Owner shall provide an Additional Affordable Housing Scheme (or revised Additional Affordable Housing 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 5 but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 6; or

3.6.2 a surplus profit arises following the application of Formula 5 but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 6;

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

3.7 The Owner shall not Occupy any of the Open Market Housing Units that may be required in order to meet the requirements of the Additional Affordable Housing Scheme until the Additional Affordable Housing 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 HOUSING**

4.1 Where in respect of a Phase 2 Early Stage Review it is determined pursuant to paragraph 3.4 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 50% of the Open Market Housing Units unless and until it has:

4.1.1 Practically Completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing 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 offsite Affordable Housing within OPDC's administrative area.

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

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

4.2.2 paid any remaining surplus profit pursuant to paragraph 3.6 to OPDC towards the delivery of offsite Affordable Housing within OPDC's administrative area.

4.3 The Parties agree that the terms of Schedule 5 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units as they apply to the provision of Affordable Housing Units.

4.4 The Parties agree that an Additional Affordable Housing Scheme cannot result in the Affordable Housing Units and Additional Affordable Housing Units together exceeding 50% (fifty per cent) (by Habitable Room) of the Residential Units.

PART 3

MISCELLANEOUS

1. PUBLIC SUBSIDY

- 1.1 Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 5 and Formula 6.

2. MONITORING

- 2.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed OPDC shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

- 2.2 The Parties acknowledge and agree that as soon as reasonably practicable after the approval of an Additional Affordable Housing Scheme pursuant to paragraph 4.5 of Part 2 or, if an Additional Affordable Housing Scheme is not required by OPDC, the conclusion of the assessment under paragraph 3.4 of Part 2 OPDC shall report to the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of Part 2.

SCHEDULE 7

HIGHWAYS AND TRANSPORT

1. DEFINITIONS

“Highway Agreement” means an agreement entered into with the Highway Authority pursuant to inter alia section 278 of the 1980 Act

“Highway Authority” means LBE

“Highway Reinstatement Works” means the repair and reinstatement of the public highway, including footpaths, footways 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 pursuant to paragraph 2.3 of this Schedule 7

“Highway Reinstatement Area” means the area either side of the highway access as shown shaded orange on Plan 5

“Highway Works” means the highway works to be specified under paragraph 2.2 and carried out in the area shaded blue on Plan 5 (and, in the case of the Highway Reinstatement Works only, in the Highway Reinstatement Area) which may include:-

- (a) footway resurfacing;
- (b) footway modification;
- (c) relocation and/or replacement of street lighting;
- (d) installation of lining and signage;
- (e) installation of trees, planting and street furniture;
- (f) alterations to existing bus stop, cage and shelter; and
- (g) the Highway Reinstatement Works

which shall incorporate pedestrian priority over the vehicle crossover point into the service yard, a consistent pallet of materials along the public footway and a level crossing point for pedestrians that meets accessibility guidance standards which shall accord with the North Acton Public Realm Prospectus (as updated or replaced from time to time)

“Phase 1 Bus Capacity Contribution” means the sum of £136,500 (one hundred and thirty six thousand five hundred pounds) (Index Linked) to be applied by Transport for London towards increasing the capacity of the bus network that serves the area in the vicinity of the Site

“Phase 2 Bus Capacity Contribution” means the sum of £26,000 (twenty six thousand pounds) (Index Linked) to be applied by Transport for London towards increasing the capacity of the bus network that serves the area in the vicinity of the Site

“Phase 1 North Acton Station Contribution” means the sum of £274,659 (two hundred and seventy four thousand six hundred and fifty nine pounds) (Index Linked) to be applied by Transport for London towards improvements to North Acton underground station

“Phase 2 North Acton Station Contribution” means the sum of £66,522.50 (sixty six thousand five hundred and twenty two pounds fifty pence) (Index Linked) to be applied by Transport for London towards improvements to North Acton underground station

“Schedule of Highway Condition” means a Schedule of condition relating to the highways and footways within the Highway Reinstatement Area which shall include but not be limited to:

- (a) the line and level of footways and carriageways; and
- (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages);

2. HIGHWAY WORKS

2.1 The Owner shall:

2.1.1 prior to Commencement of each Phase submit an initial Schedule of Highway Condition for that Phase to OPDC for written approval; and

2.1.2 not Commence a Phase until OPDC has approved the initial Schedule of Highway Condition for that Phase in writing.

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

2.2.1 a proposed specification for the Highway Works for that Phase (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 for that Phase referred to in paragraph 2.2.1.

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

2.3.1 a further Schedule of Highway Condition;

2.3.2 a proposed specification for the Highway Reinstatement Works; and

2.3.3 a proposed programme for the Highway Reinstatement Works referred to in paragraph 2.3.2.

2.4 Following written approval of the information submitted for approval in accordance with paragraphs 2.2 and 2.3 by OPDC, the Owner shall prior to carrying out the Highway Works for that Phase enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Works for that Phase.

2.5 Unless otherwise agreed with OPDC the Owner shall not permit Occupation of a Phase until:

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

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

2.5.3 the Owner has Practically Completed the Highway Works for that Phase in accordance with the relevant Highway Agreement(s)

PROVIDED THAT where there is a delay to Practical Completion of the Highway Works for a Phase which OPDC considers is reasonably outside the Owner's control the Owner and OPDC may agree that a later date for Practical Completion in respect of such Highway Works shall apply in paragraphs 2.5.2 and 2.5.3 above.

2.6 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. **BUS CAPACITY CONTRIBUTION**

3.1 The Owner shall pay to OPDC (for payment to Transport to London):-

3.1.1 the Phase 1 Bus Capacity Contribution prior to First Occupation of Phase 1; and

3.1.2 the Phase 2 Bus Capacity Contribution prior to First Occupation of Phase 2.

3.2 The Owner shall not Occupy the relevant Phase until the relevant payment pursuant to paragraph 3.1 above has been paid to OPDC.

4. **NORTH ACTON STATION CONTRIBUTION**

4.1 The Owner shall pay to OPDC (for payment to Transport to London):-

4.1.1 the Phase 1 North Acton Station Contribution prior to the Commencement of Phase 1; and

4.1.2 the Phase 2 North Acton Station Contribution prior to the Commencement of Phase 2.

4.2 The Owner shall not Commence a Phase until the relevant payment pursuant to paragraph 4.1 above has been paid to OPDC.

SCHEDULE 8

PUBLIC OPEN SPACE, GREEN INFRASTRUCTURE AND PUBLIC ART

1. DEFINITIONS

“Green Infrastructure and Open Space Strategy and Management Plan” means a plan for the long-term management and maintenance of the PAOS and Play Space in each Phase which shall set out:

- (a) full details of the permanent operation, management and maintenance specifications for the PAOS and Play Space, 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 for the lifetime of the Development which may die or become diseased;
- (c) details of the management of the PAOS and Play Space to ensure it shall (save in respect Permitted Closures) remain available for use by the general public for the lifetime of the Development;
- (d) details of funding arrangements to ensure that the operation, maintenance and management of the PAOS and Play Space is funded in perpetuity and that funding shall be sufficient to properly manage and maintain the PAOS and Play Space 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 how the requirements of the Public London Charter principles will be met;
- (f) details of any Management Entity; and
- (g) a Habitat Management and Monitoring Plan

“Habitat Management and Monitoring Plan” means a plan for the ongoing management and monitoring of the habitat creation and enhancement works to be provided within the Site including:

- (a) a non-technical summary;
- (b) the roles and responsibilities of the people or organisation(s) delivering the Habitat Management and Monitoring Plan;
- (c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net gain
- (d) the management measures to maintain habitat in for a period of 30 years from the completion of development; and

- (e) the monitoring methodology and frequency in respect of the created or enhanced habitat to be submitted to the local planning authority

and which shall be in accordance with the Biodiversity Net Gain Assessment dated 31 May 2024 submitted with the Planning Application

“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 and Play Space in perpetuity

“Meanwhile Strategy”

means a strategy which sets out:

- (a) details of meanwhile uses and landscaping on land within Phase 2;
- (b) details of the western ground floor elevation within Block A; and
- (c) details of the delivery programme, phasing and maintenance of (a) and (b) above

“PAOS”

means the areas of land within each Phase shown on Plan 6 which are to be laid out within the Site as publicly accessible open space in accordance with the PAOS and Play Space Drawings

“PAOS and Play Space Drawings”

means the drawings that accompanied the Planning Application with reference numbers M00317-OPE-00-LG-DR-L-910001 P02; M00317-OPE-00-00-DR-L-910001 P02 and M00317-OPE-00-17-DR-L-910001 P03

“Permitted Closures”

means temporary closure of any area of PAOS or the Play Space (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 or Play Space 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 or Play Space
- (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 by displaying a notice to that effect in the vicinity of the PAOS or the Play Space as relevant

"Phase 1 Offsite Publicly Accessible Open Space Contribution" means the sum of £31,943.21 (thirty one thousand nine hundred and forty three pounds twenty one pence) (Index Linked) to be used towards the Off Site delivery of publicly accessible open space projects or related improvements in the vicinity of the Site

"Phase 2 Offsite Publicly Accessible Open Space Contribution" means the sum of £23,131.29 (twenty three thousand one hundred and thirty one pounds twenty nine pence) (Index Linked) to be used towards the Off Site delivery of publicly accessible open space projects or related improvements in the vicinity of the Site

"Play Space" means the areas of land shown on Plan 6 which are to be laid out within the Site as play space in accordance with the PAOS and Play Space Drawings

"Public Art Contribution" means the sum of £20,000 (twenty thousand pounds) (Index Linked) to be used towards the delivery of public art in the vicinity of the Site

"Public London Charter" means the guidance headed "London Plan Guidance – Public London Charter" as published by the GLA, dated September 2021 (or any amended or replacement document)

2. PROVISION OF PAOS AND PLAY SPACE

2.1 The Owner shall Practically Complete the PAOS and the Play Space for each Phase in strict accordance with the PAOS and Play Space Drawings to OPDC's satisfaction and make available the PAOS and the Play Space prior to the First Occupation of that Phase and no Residential Unit in a Phase shall be First Occupied until the PAOS and the Play Space for that Phase are so completed and ready for use by the public.

2.2 Subject to paragraph 3.1, the Owner shall ensure that each part of the PAOS and the Play Space (excluding roof level Play Space) shall remain available free of charge for public access at all times for the life of the Development from the date that it is Practically Completed.

3. PUBLIC ACCESS TO PAOS AND PLAY SPACE

3.1 From the date of Practical Completion of each of the PAOS and Play Space (excluding roof level Play Space) 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, Play Space (excluding roof level Play Space) at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures; and

3.1.2 any lawful requirements of the police or any other competent authority.

3.2 Where the PAOS or Play Space (or any part thereof) is subject to a Permitted Closure, the Owner shall ensure that they are 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.

- 3.3 Subject to paragraph 3.1 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 and Play Space except in accordance with the PAOS and Play Space Drawings.

4. MANAGEMENT AND MAINTENANCE OF PAOS AND PLAY SPACE

- 4.1 The Owner shall submit a Green Infrastructure and Open Space Strategy and Management Plan to OPDC prior to the Implementation of each Phase and shall not Implement any part of that Phase until the Green Infrastructure and Open Space Strategy and Management Plan has been and approved by OPDC.

- 4.2 The Owner shall operate, manage and maintain the PAOS and the Play Space in each Phase in accordance with the approved Green Infrastructure and Open Space Strategy and Management Plan for that Phase for the lifetime of that Phase or until such time as the freehold of the PAOS and the Play Space is transferred (as necessary) to a Management Entity who shall thereafter become responsible and liable for the operation, management and maintenance of the PAOS and the Play Space in accordance with the approved Green Infrastructure and Open Space Strategy and Management Plan in accordance with this paragraph as successor in title PROVIDED THAT where compliance with a specific element of an approved Green Infrastructure and Open Space Strategy and Management Plan would be in conflict with or unachievable due to the Station Square Redevelopment neither the Owner nor a Management Entity shall be required to comply with that element.

5. OFFSITE PUBLICLY ACCESSIBLE OPEN SPACE CONTRIBUTION

- 5.1 The Owner shall pay to OPDC:-

5.1.1 the Phase 1 Offsite Publicly Accessible Open Space Contribution prior to the Commencement of Phase 1; and

5.1.2 the Phase 2 Offsite Publicly Accessible Open Space Contribution prior to the Commencement of Phase 2.

- 5.2 The Owner shall not Commence a Phase until the relevant payment pursuant to paragraph 5.1 above has been paid to OPDC.

6. PUBLIC ART CONTRIBUTION

- 6.1 The Owner shall pay the Public Art Contribution in two equal instalments as follows:-

6.1.1 the first instalment to be paid to OPDC prior to the Commencement of Phase 1; and

6.1.2 the second instalment to be paid to OPDC prior to the Commencement of Phase 2.

- 6.2 The Owner shall not Commence a Phase until the relevant instalment of the Public Art Contribution has been paid to OPDC.

7. MEANWHILE STRATEGY

- 7.1 The Owner shall submit the Meanwhile Strategy to OPDC for approval prior to Commencement of Phase 1.

- 7.2 The Owner shall not Commence Phase 1 until OPDC has approved the Meanwhile Strategy.

- 7.3 The Owner shall implement the approved Meanwhile Strategy in accordance with the delivery programme set out in the approved Meanwhile Strategy, which shall provide that:
- 7.3.1 subject paragraph 7.3.2, the Meanwhile Strategy is to be implemented within 6 (six) months of Practical Completion of Phase 1; and
 - 7.3.2 where Implementation of Phase 2 occurs within 6 (six) months of Practical Completion of Phase 1, the requirement to implement the Meanwhile Strategy shall cease to apply.

SCHEDULE 9

CAR CLUB AND PARKING

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
- “Car Club”** means a club, operated by a company accredited by Carplus, that Occupiers of Residential Units may join and which makes cars available to hire to members
- “Car-Free Housing Scheme”** means a development in which occupiers are not entitled to Parking Permits allowing them or their visitors to park their vehicles within a CPZ in the vicinity of the Development
- “Carplus”** means Carplus (registered charity No. 1093980) or its successor or equivalent organisation as may be agreed in writing with OPDC being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use
- “Deed of Covenant”** means a deed of covenant in substantially the same form as the draft deed of covenant annexed to this Deed at Appendix 4 subject to amendments as may be agreed by the parties acting reasonably in which the transferee or lessee (as the case may be) gives covenants to OPDC identical to the covenants within paragraphs 3, 4 and 5 of this Schedule
- “Restriction”** means a restriction in the same form as the restriction annexed to this Deed at Appendix 3
- “Unilateral Undertaking”** means a unilateral undertaking pursuant to section 16 of the Greater London Council (General Powers) Act 1974 in substantially the same form as the draft undertaking annexed to this Deed at Appendix 5

2. CAR CLUB MEMBERSHIP

- 2.1 This paragraph 2 shall apply where a Car Club operates which provides spaces or is proposed to provide spaces within 0.5 miles of the Site.
- 2.2 Prior to First Occupation of each Residential Unit, the Owner shall write to the Occupier of that Residential Unit to notify them of the existence of the Car Club and to offer 3 (three) years' free membership of the Car Club.
- 2.3 In the event that following receipt of written notice pursuant to paragraph 2.2 above an Occupier notifies the Owner that they wish to become a member of the Car Club, the Owner shall procure a free membership for that Occupier or pay the full cost of that Occupier's membership to the Car Club for a period of not less than 3 (three) years.
- 2.4 As soon as reasonably practicable following a written request from OPDC (such request to be made no more than once each calendar year), the Owner shall provide OPDC with evidence of the acceptance or non-acceptance of the Car Club membership by the Occupiers of the Residential Units.

2.5 It is hereby agreed that the Owner shall only be required to offer to pay for 3 (three) years' membership of the Car Club for up to two first Occupiers per Residential Unit.

2.6 The Owner undertakes that any advert or marketing in relation to the sale or letting of any of the Residential Units shall include reference to the provision of membership of the Car Club pursuant to the terms of this Deed and the Owner shall provide evidence of the same to OPDC as soon as reasonably practicable following a written request (such request to be made no more than once in each calendar year).

3. CONTROLLED PARKING ZONES – GENERAL

3.1 The Owner for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Owner to a Parking Permit in a CPZ whether existing at the date of this Deed or coming into force at a future date.

3.2 The Owner covenants that all material utilised for advertising or marketing each and every individual Residential Unit for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by LBE for any Residential Unit.

3.3 The Owner shall not allow or suffer any part of the Development to be Occupied unless and until the Owner has informed the intended Occupier of that part of the Development by notice in writing:

3.3.1 that the Development is a Car-Free Housing Scheme; and

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

3.4 Upon receiving written request from OPDC, the Owner shall provide OPDC with such evidence as OPDC may reasonably require to demonstrate that the Owner is complying with the requirements of paragraphs 3.2 and 3.3.

4. CONTROLLED PARKING ZONES – RESTRICTIONS ON TITLE

4.1 Subject to paragraph 4.4 of this Schedule, the Owner for itself and its successors in title (other than Blue Badge Holders) covenants not to lease or transfer the whole or any part of the Site unless it has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Site covenants not to apply to LBE for a Parking Permit for a CPZ.

4.2 Subject to paragraph 4.4 of this Schedule, the Owner hereby covenants for itself and its successors in title not to transfer its interest in the Site or grant a leasehold interest in the Site or any part thereof (other than a leasehold interest in an individual Residential Unit, or Non-Residential Unit or to a service supplier) unless the transferee or lessee (as the case may be) enters into a Deed of Covenant with OPDC.

4.3 Subject to paragraph 4.4 of this Schedule, the Owner shall not Implement the Development or any part thereof until it has entered the Restriction on its interest(s) in the Site prohibiting registration of any disposition of said registered estate(s) without a certificate signed by OPDC that the provisions of paragraph 4.1 above have been complied with.

4.4 The provisions in paragraphs 4.1, 4.2 and 4.3 of this Schedule do not apply where the Owner has fully complied with paragraph 5.1 below prior to it disposing of any of its interest in the Site.

5. **CONTROLLED PARKING ZONES – UNDERTAKINGS TO THE BOROUGH**

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

5.1.1 the Owner has given a Unilateral Undertaking to LBE and submitted a copy of the same to OPDC; and

5.1.2 OPDC has provided written confirmation of discharge of the obligation in paragraph 5.1.1 (such discharge not to be withheld or delayed unreasonably).

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

SCHEDULE 10

TRAVEL PLAN

1. **DEFINITIONS**

| | | |
|---|--------------|--|
| “Modal Targets” | Split | means the modal split targets identified in the approved Travel Plan(s) |
| “Sustainable Transport Measures” | | means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010 |
| “Travel Plan” | | means a travel plan for each Phase to be submitted to OPDC for approval pursuant to paragraph 2.1 of this Schedule which shall: <ul style="list-style-type: none"> (a) promote sustainable modes of transport and discourage use of single car occupancy by Occupiers and visitors to the Development; (b) include the information and measures set out at paragraph 3 of this Schedule; and (c) be in accordance with and expand upon the framework travel plan submitted with the Planning Application dated 19 September 2024 |
| “Travel Monitoring” | Plan | means monitoring of the approved Travel Plan(s) 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"> (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; and (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development. |
| “Travel Monitoring Period” | Plan | means from First Occupation of the relevant Phase until 5 (five) years after First Occupation of that Phase |
| “Travel Monitoring Officer” | Plan | means a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Travel Plan(s) |
| “Travel Monitoring Report” | Plan | means a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of (i) First Occupation of the relevant Phase (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:- <ul style="list-style-type: none"> (a) details of trip generation rates; |

- (b) details of mode share and change in mode share over time;
- (c) details of how effectively the 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 Travel Plan have not been met or are unlikely to be met, a proposed revision to the 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 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 Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures

2. **SUBMISSION OF TRAVEL PLANS**

- 2.1 No later than 6 (six) months prior to First Occupation of each Phase the Owner shall:-
 - 2.1.1 submit a Travel Plan for that Phase 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 a Phase shall be Occupied unless and until the Owner has:
 - 2.2.1 submitted and obtained OPDC's approval to the Travel Plan for the relevant Phase; 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 Travel Plan for the duration of the beneficial use of the Phase, subject to any variations that may be agreed from time to time in writing between the Owner and OPDC.

3. **CONTENTS OF TRAVEL PLAN**

- 3.1 The Owner covenants with and undertakes to OPDC that each Travel Plan shall:-
 - 3.1.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan(s);
 - 3.1.2 include a specimen welcome pack for all Occupiers of the Residential Units and for tenants, employees and customers of (and visitors to) Non-Residential Units;

- 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 Travel Plan(s) 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 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 TRAVEL PLAN

- 4.1 In order to monitor the effectiveness of each 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 relevant 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 relevant Travel Plan have not been achieved or are unlikely to be achieved, the Owner shall implement the Sustainable Transport Measures that are set out in such Travel Plan Monitoring Report in accordance with the timetable set out therein as approved by OPDC.

6. TRAVEL PLAN MONITORING CONTRIBUTIONS – PHASE 1

- 6.1 In respect of the Travel Plan for Phase 1, the Owner shall:-
 - 6.1.1 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the first anniversary of First Occupation of the relevant Phase;
 - 6.1.2 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the third anniversary of First Occupation of the relevant Phase; and
 - 6.1.3 pay £1,000 (one thousand pounds) (Index Linked) to prior to the fifth anniversary of First Occupation of the relevant Phase,

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

7. TRAVEL PLAN MONITORING CONTRIBUTIONS – PHASE 2

7.1 In respect of the Travel Plan for Phase 2, the Owner shall:-

7.1.1 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the first anniversary of First Occupation of the relevant Phase;

7.1.2 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the third anniversary of First Occupation of the relevant Phase; and

7.1.3 pay £1,000 (one thousand pounds) (Index Linked) to prior to the fifth anniversary of First Occupation of the relevant Phase,

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

SCHEDULE 11

STATION SQUARE REDEVELOPMENT

1. DEFINITIONS

- “Delivery Strategy”** means a strategy to be agreed between the Owner and OPDC in accordance with paragraph 2.2 of this Schedule
- “Retrofitting Works”** means works to retrofit Phase 1 of the Development to fit with the Station Square Redevelopment
- “Station Square Redevelopment”** means the planned redevelopment of North Acton Square adjacent to the Site

2. STATION SQUARE REDEVELOPMENT

- 2.1 OPDC shall notify the Owner no later than 6 (six) months prior to the date it considers there is a reasonable prospect of a planning application for the Station Square Redevelopment being submitted.
- 2.2 Subject to the application date being within 15 (fifteen) years of Practical Completion of Phase 1, following a notice being served in accordance with paragraph 2.1 above, the Owner and OPDC shall work together (in consultation with the OPDC landowner) to agree the Delivery Strategy which shall include, but not be limited to, the following:
- 2.2.1 details of the Retrofitting Works;
 - 2.2.2 details of how the Retrofitting Works and the Station Square Redevelopment will be coordinated; and
 - 2.2.3 a programme for the submission of planning applications and delivery of the Retrofitting Works and the Station Square Redevelopment.
- 2.3 Subject to the application for the Station Square Redevelopment being submitted within 15 (fifteen) years of Practical Completion of Phase 1 and the Delivery Strategy being agreed between the Owner and OPDC, the Owner shall submit a planning application for the Retrofitting Works in accordance with the agreed Delivery Strategy and no later than 6 (six) months from the date the application for the Station Square Redevelopment is validated.
- 2.4 Subject to grant of the planning permissions for the Retrofitting Works and Station Square Redevelopment:
- 2.4.1 the Owner shall carry out the Retrofitting Works in accordance with the agreed Delivery Strategy.

SCHEDULE 12

EASTERN SERVICING AREA

1. DEFINITIONS

- “Eastern Servicing Area”** means the servicing area shown shaded blue on Plan 7
- “Eastern Servicing Area Strategy”** means a strategy to be agreed in accordance with paragraph 2.2 of this Schedule
- “Phase 1 Works”** means works required within Phase 1 to facilitate combined access/servicing route agreed in accordance with paragraph 2.2.1 of this Schedule
- “Railway Embankment Redevelopment”** means the planned redevelopment of the railway embankment to the north of the Site

2. EASTERN SERVICING AREA

- 2.1 OPDC shall notify the Owner no later than 6 (six) months prior to the date it considers there is a reasonable prospect of a planning application for the Railway Embankment Redevelopment being submitted.
- 2.2 Subject to an application being submitted for the Railway Embankment Redevelopment within 10 (ten) years of Practical Completion of Phase 1, the Owner and OPDC shall use reasonable endeavours to agree the Eastern Servicing Area Strategy (in consultation with OPDC as landowner, TfL and Places for London) which shall include, but not be limited to, the following:
- 2.2.1 details of how the Eastern Servicing Area will serve as a combined access/servicing route for the benefit of both Phase 1 and the Railway Embankment Redevelopment without any material adverse impacts on the operation of Phase 1, including details of any Phase 1 Works; and
- 2.2.2 a programme for the submission of planning applications and delivery of the Phase 1 Works agreed pursuant to paragraph 2.2.1 above and the Railway Embankment Redevelopment.
- 2.3 Subject to an application being submitted for the Railway Embankment Redevelopment within 10 (ten) years of Practical Completion of Phase 1 and subject to planning permission being required for the Phase 1 Works, the Owner shall submit a planning application for the Phase 1 Works in accordance with the agreed Eastern Servicing Area Strategy and in any event no later than 6 (six) months from the date the application for the Railway Embankment Redevelopment is validated.
- 2.4 The Owner shall (subject to an application being submitted for the Railway Embankment Redevelopment within 10 (ten) years of Practical Completion of Phase 1, the grant of the planning permission for the Railway Embankment Redevelopment and the grant of any planning permission for the Phase 1 Works if applicable) carry out the Phase 1 Works in accordance with the agreed Eastern Servicing Area Strategy.

SCHEDULE 13

EMPLOYMENT, TRAINING AND SKILLS

1. **DEFINITIONS**

| | | |
|--|---------------|--|
| “Construction Period” | | means in respect of each Phase the period from the Implementation Date to the date of Practical Completion |
| “Jobs and Employment Strategy (Construction)” | and | <p>means a written strategy relating to the Construction Period which sets out:</p> <p>(a) the partnership arrangements for how the Owner and its contractors and sub-contractors will work with OPDC (and the LBE as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms; and</p> <p>(b) agreed protocols and processes for joint working between the Owner and OPDC (and the LBE as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates</p> |
| “London Living Wage” | Living | means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA |
| “Local Business” | | means any business, trade, service, profession or industry whose established place of business is within the Boroughs |
| “Local Resident(s)” | | <p>means a person who is resident in the Boroughs, 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:-</p> <p>(a) council tax statement</p> <p>(b) utility bills</p> <p>(c) bank statements or</p> <p>(d) other correspondence from government or state bodies</p> |
| “Phase 1 Affordable Workspace Contribution” | | means the sum of £30,600 (thirty thousand six hundred pounds) (Index Linked) to be applied towards affordable workspace in the OPDC area. |
| “Phase 2 Affordable Workspace Contribution” | | means the sum of £18,792 (eighteen thousand seven hundred and ninety two pounds) (Index Linked) to be applied towards affordable workspace in the OPDC area. |
| “Phase 1 Training and Skills Contribution” | | means the sum of £113,525 (one hundred and thirteen thousand five hundred and twenty five pounds) (Index Linked) to be applied towards training and skills in the OPDC area. |

“Phase 2 Training and Skills Contribution” means the sum of £29,150 (twenty nine thousand one hundred and fifty pounds) (Index Linked) to be applied towards training and skills in the OPDC area.

2. TRAINING AND SKILLS CONTRIBUTION

2.1 The Owner shall pay to OPDC:-

2.1.1 the Phase 1 Training and Skills Contribution prior to the Commencement of Phase 1; and

2.1.2 the Phase 2 Training and Skills Contribution prior to the Commencement of Phase 2.

2.2 The Owner shall not Commence a Phase until the relevant payment pursuant to paragraph 2.1 above has been paid to OPDC.

3. JOBS AND EMPLOYMENT STRATEGY (CONSTRUCTION)

3.1 The Owner shall:

3.1.1 submit a Jobs and Employment Strategy (Construction) to OPDC for written approval prior to Implementation of each Phase;

3.1.2 not Implement a Phase until the Jobs and Employment Strategy (Construction) for that Phase has been approved in writing by OPDC; and

3.1.3 implement and comply (and procure the implementation of and compliance with) at all times with the approved Jobs and Employment Strategy (Construction) for each Phase, subject to such amendments as may be agreed in writing with OPDC from time to time.

4. LOCAL LABOUR

The Owner shall use reasonable endeavours to ensure that not less than 5.4% (five point 4 per cent) of the jobs required during the operational stage of each Phase are made available for Local Residents.

5. LOCAL PROCUREMENT

5.1 The Owner shall no later than 3 (three) months prior to Implementation of each Phase provide OPDC with a Schedule of the construction contracts and suppliers required in connection with the Development during the Construction Period for that Phase, such Schedule to:

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

5.1.2 show all opportunities for contracted and sub-contracted supplies and services.

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

5.3 The Owner shall report the value of all orders placed with Local Businesses to OPDC on the completion of the tendering stage for construction of each Phase.

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

6. APPRENTICESHIPS

6.1 The Owner shall use reasonable endeavours to employ:-

6.1.1 not less than 13 (thirteen) construction trade apprentices during the Construction Period for Phase 1; and

6.1.2 not less than 3 (three) construction trade apprentices during the Construction Period for Phase 2

with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2.

6.2 Each apprentice employed pursuant to paragraph 6.1 shall be:-

6.2.1 a Local Resident;

6.2.2 employed for a period of not less than 52 weeks and paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub-contract the Owner shall ensure the continuation of the relevant apprenticeship elsewhere on the Development;

6.2.3 supported through paid day release to undertake relevant training; and

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

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

7. WORK PLACEMENTS

7.1 The Owner shall use reasonable endeavours to provide:-

7.1.1 not less than 12 (twelve) work placements paid during the Construction Period for Phase 1; and

7.1.2 not less than 3 (three) work placements paid during the Construction Period for Phase 2.

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

7.2.1 A Local Resident;

7.2.2 Employed for a period of up to six months if paid (and such six month period shall not be required to be a consecutive period) and up to two weeks if unpaid;

7.2.3 Provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.

8. AFFORDABLE WORKSPACE CONTRIBUTION

8.1 The Owner shall pay to OPDC:-

8.1.1 the Phase 1 Affordable Workspace Contribution prior to the Commencement of Phase 1; and

8.1.2 the Phase 2 Affordable Workspace Contribution prior to the Commencement of Phase 2.

8.2 The Owner shall not Commence a Phase until the relevant payment pursuant to paragraph 9.1 above has been paid to OPDC.

SCHEDULE 14

ENERGY AND SUSTAINABILITY

1. DEFINITIONS

| | | |
|--|----------------|---|
| “Alternative Solution” | Heat | means the alternative low carbon heat solution for the Development, set out in the Energy Strategy; |
| “Carbon Contribution” | Offset | 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 ² Audit |
| “CO² Audit” | | means an audit of the CO ² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development using the methodology set out in the Energy Assessment Guidance 2022 |
| “Core Terms” | | means the following key terms that must be included within the Connection and Supply Agreement: <ul style="list-style-type: none"> (a) consumer protection measures and service standards equivalent to those applicable under the Heat Trust Scheme Rules and, following the same being introduced into law, Heat Network Regulation; (b) a commitment that the Total Cost of the connection to and supply from the District Heating Network will not exceed the Counterfactual Cost; and (c) a commitment that OPEN ESCO will provide a supply of heat to the Development by the Heat-on Date, either from the District Heating Network or a suitable temporary heat source (subject to market standard relief events, including force majeure). |
| “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; |
| “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 14; |
| “Defects Liability Period” | | means such period of time following Completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development; |
| “District Network” | Heating | means the decentralised energy network providing low carbon heat in the locality of the Site, being developed by OPEN ESCO; |
| “Energy Strategy” | | means the energy strategy submitted with the Planning Application for the Development dated 1 April 2025; |

“Future Measures”

Proofing means technical measures to be incorporated within the Development to ensure that it can connect to the District Heating Network when it becomes available, such measures to be compliant with the Guidance and include (without limitation):-

- (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;
- (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;
- (c) demonstration of the route the pipework would take within the fabric of buildings necessary to connect to the District Heating Network;
- (d) suitable plant space provision for a future plate heat exchanger;
- (e) provision of a narrative to demonstrate that the strategy for connecting the future District Heat Network into the hot water generation plant and space heating systems provided at day one has been considered;
- (f) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating and to provide for the lowest feasible return temperatures to the District Heating Network;
- (g) a centralised heating system allowing the District Heating Network to connect into a single point of supply for the Development; and
- (h) construction of a heating substation space of sufficient dimensions to locate future heat exchangers to allow the transfer of heat from the District Heating Network to the secondary heating system with the substation appropriately located such that the substation can serve the Development’s heating system in the future and such that the conduit route connects it with the plot boundary;

| | | |
|--------------------------------|----------------|---|
| “Guidance” | means:- | |
| | | (a) CP1 - Heat Networks Code of Practice for the UK 2020 developed by CIBSE; and |
| | | (b) The District Heating Manual for London, developed by GLA; |
| “Heat Regulation” | Network | 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; |
| “Heat Trust Rules” | Scheme | means the quality and protection standards for heat network consumers published by Heat Customer Protection Limited; |
| “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 2 of this Schedule 14 being reasonably in advance of practical completion; |
| “Non-Connection Notice” | | means a notice issued by the Owner to OPDC pursuant to paragraph 2.4 or 3.6 (as applicable); |
| “OPEN ESCO” | | means OPEN ESCO Limited (company number 16305883) that is responsible for the District Heating Network; |
| “Reference Period” | | means a period of 20 years from practical completion of the Development |
| “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 Development” | Carbon | 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 2 in respect of a Phase only 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 of that Phase.

2.2 The Owner shall use all reasonable endeavours to complete a Connection and Supply Agreement with OPEN ESCO until either:

2.2.1 a Connection and Supply Agreement has been completed; or

- 2.2.2 a Non-Connection Notice has been accepted by OPDC or agreed by an Expert (as applicable).
- 2.3 Where a Connection and Supply Agreement has been completed in respect of a Phase:-
 - 2.3.1 that Phase shall be designed and constructed to facilitate and then connect to the District Heating Network as its exclusive source of heat provision; and
 - 2.3.2 that Phase shall not be Occupied unless it has been connected to the District Heating Network (or any temporary solution provided for in the completed Connection and Supply Agreement) and the District Heating Network supply or supply from the permitted temporary solution is operational.
- 2.4 Where a Connection and Supply Agreement in respect of a Phase has not been completed 3 months before Commencement of Development of that Phase or it is anticipated by the Owner that it will not be completed by 3 months before Commencement of Development of that Phase 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 14 in respect of the relevant Phase; and
 - 2.5.2 OPEN ESCO has failed to offer to enter into a Connection and Supply Agreement meeting the Core Terms in respect of the relevant Phase.
- 2.6 OPDC shall consider the Non-Connection Notice and confirm in writing within 15 Working Days of receipt of the Non-Connection Notice (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 in respect of the relevant Phase;
 - 2.7.2 the relevant Phase shall not be Occupied unless the Alternative Heat Solution has been incorporated within that Phase.
- 2.8 Where OPDC confirms that it does not accept the representations made by the Owner within the Non-Connection Notice or does not respond within the time period specified under paragraph 2.6 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 the relevant Phase shall be Commenced until a Supply and Connection Agreement has been entered into in respect of that Phase; and
 - 2.9.2 paragraph 2.3 of this Schedule 14 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 shall apply.

3. FUTURE PROOFING MEASURES

- 3.1 If it is confirmed under paragraph 2.1 in respect of the relevant Phase that the District Heating Network will not be available prior to the anticipated date of first Occupation of that Phase, the Owner covenants that:

3.1.1 the relevant Phase shall be designed and constructed not to prejudice a future connection to District Heating Network;

3.1.2 the relevant Phase shall not be Occupied until the Owner has submitted and obtained OPDC's written approval to the Future Proofing Measures for that Phase; and

3.1.3 the relevant Phase shall not be Occupied unless and until the Owner has submitted and obtained OPDC's approval to a report demonstrating that the approved Alternative Heat Solution and approved Future Proofing Measures have been incorporated within that Phase.

4. CARBON OFF-SET CONTRIBUTION

- 4.1 Prior to Practical Completion of each Phase, the Owner will submit to OPDC for written approval details of the consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit for that Phase.

- 4.2 Within 20 (twenty) Working Days of First Occupation of each Phase the Owner shall commission the CO² Audit for that Phase and give written notification of such fact to OPDC.

- 4.3 On completion of the CO² Audit for each Phase the relevant CO² Audit shall be submitted to OPDC for written approval.

- 4.4 The Owner shall:

4.4.1 pay the Carbon Offset Contribution for Phase 1 to OPDC within 20 (twenty) Working Days of OPDC's approval of the CO² Audit for that Phase; and

4.4.2 pay the Carbon Offset Contribution for Phase 2 to OPDC within 20 (twenty) Working Days of OPDC's approval of the CO² Audit for that Phase.

5. ENERGY PERFORMANCE MONITORING

- 5.1 Prior to First Occupation of each Phase, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for the Development as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform on the GLA's website or any method of submission that may replace this. The Owner must also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

- 5.2 Upon completion of the first year of Occupation of each Phase or following the end of the Defects Liability Period (whichever is the later) of that Phase and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators for the Development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting

evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform on the GLA's website or any method of submission that may replace this. This obligation will be satisfied after the Owner has reported on all relevant indicators for the Development included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.

- 5.3 In the event that the 'In-use stage' evidence submitted under paragraph 4.2 shows that the 'As-built stage' performance estimates derived from paragraph 4.1 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform or any method of submission that may replace this. An action plan comprising measures shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

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 14 COUNTERFACTUAL COSTS

1. CALCULATION OF COUNTERFACTUAL COSTS

- 1.1 The Counterfactual Costs shall be calculated in accordance with this Annex to Schedule 14.
- 1.2 Where the Connection and Supply Agreement is to be entered into prior to Commencement of Development, in accordance with paragraph 2 of Schedule 14, the Counterfactual Cost shall be the aggregate of:-
- 1.2.1 **Capital Expenditure** - all capital costs that would reasonably be expected to be incurred by the Owner in connection with the design, procurement, installation and commissioning of the Alternative Heat Solution that will be avoided through connection to the District Heating Network including:-
 - (a) the capital cost of the plant and equipment (e.g. heat pump, boilers, thermal stores), including ancillary equipment (including electrical infrastructure, buffer tanks etc);
 - (b) 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);
 - (c) the cost of securing additional electrical capacity for the purpose of operating the Alternative Heat Solution; and
 - (d) design, construction and labour costs, including professional fees, contractor / sub-contractor costs (including margin and contingency),

1.2.2 **Operational Expenditure** – all operational costs that would reasonably be expected to be incurred by the Owner (or management company / other responsible party) in connection with the operation and maintenance of the Alternative Heat Solution over the Reference Period including:-

- (a) the cost of electricity (or other fuel, including standing charges and variable charges) required to power the Alternative Heat Solution to meet the estimated heat demand for the Development (based on a reasonable forecast of demand and expected co-efficiency of performance of the Alternative Heat Solution); and
- (b) the cost of planned preventative maintenance (including contractor / subcontractor costs and margin) for a service that provides 24/7 365 a year call-out including all spare parts and consumables.

1.2.3 **Rep-ex and Lifecycle Expenditure** – all repair and lifecycle replacement costs (including parts and repairs) that would reasonable be expected to be incurred by the Owner (or the management company / other responsible party) in connection with Alternative Heat Solution over the Reference Period including the cost of plant replacement / major refurbishment costs within the lifecycle of the Alternative Heat Solution (based on a reasonable forecast of the expected design life).

1.3 As part of the negotiations in relation to entry into a Connection and Supply Agreement in accordance with paragraph 2 or 3 (as applicable) of Schedule 14, 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 15

DESIGN MONITORING

1. DEFINITIONS

- “Approved Drawings”** means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to Conditions 12, 13 and 14 of the Planning Permission
- “Architect”** means SimpsonHaugh Architects
- “Design Monitoring Costs”** means the monies paid in accordance with paragraph 3.2.3 of this Schedule to meet OPDC’s reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
- “Development”** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
- “S73 Permission”** means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
- “S96A Amendment”** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the lead architect involved in the preparation of these details :-
- 2.1.1 an application pursuant to Conditions 12, 13 or 14 of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Owner shall also submit a statement to OPDC specifying the lead architect retained in connection with each Phase upon Commencement of the relevant Phase and shall thereafter retain the lead architect, 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

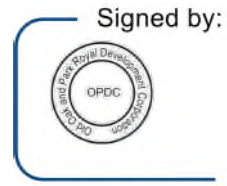
- 3.1.2 the Owner appoints an alternative architect to oversee the delivery of the Development in place of the Architect otherwise than in accordance with the provisions of paragraph 3.1.1, but in which case the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule become payable
- 3.2 If the Architects (or any alternative architect appointed pursuant to paragraph 3.1 of this Schedule) cease to be retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 of this Schedule and overseeing the construction of the Development) the Owner shall:-
- 3.2.1 notify OPDC of such non-retention within 5 Working Days of that event being confirmed;
 - 3.2.2 pay to OPDC (in the case where paragraph 3.1.2 applies) within 10 Working Days of demand the Design Monitoring Costs and it is agreed that: -
 - 3.2.3 such costs may relate either to staff employed directly by OPDC or third party consultants retained by OPDC;
 - 3.2.4 OPDC may make more than one demand for payment of Design Monitoring Costs; and
 - 3.2.5 when OPDC notifies the Owner of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break down setting out how the amount has been calculated and how such monies will be spent

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

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 provided that such works shall be permitted to resume on payment of OPDC's Design Monitoring Costs.
- 4.2 No Development in respect of a Phase shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Architect (or any architect appointed pursuant to paragraph 3.1.1 of this Schedule) has been appointed to oversee the delivery of the design quality of that Phase in accordance with the Approved Drawings.

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



Signed by:
Claire O'Brien
.....
FABEE9CBAG684FD.....
Authorised Officer

Signed by:
Emma Williamson
.....
A2B113495177404.....
Authorised Officer

Claire O'Brien
.....
Name (BLOCK)

Emma Williamson
.....
Name (BLOCK)

Head of Planning - Development Management
.....
Position

Director of Planning
.....
Position

Executed as a deed by and on behalf of **DOWNING STUDENTS (VICTORIA ROAD) LIMITED PARTNERSHIP INCORPORATED** a limited partnership incorporated in Guernsey acting by its general partner **DOWNING STUDENTS (VICTORIA ROAD) GP LIMITED** a company incorporated in Guernsey acting by Zedra Directors (Guernsey) Limited and Zedra Corporate Officers (Guernsey) Limited who, in accordance with the laws of that territory, are acting under the authority of the company:

Zedra Directors (Guernsey) Limited is incorporated in Guernsey and is acting by

who in accordance with the laws of that territory is acting under the authority of Zedra Directors (Guernsey) Limited

Zedra Corporate Officers (Guernsey) Limited is incorporated in Guernsey and is acting by

who in accordance with the laws of that territory is acting under the authority of Zedra Corporate (Officers) Guernsey Limited

Signature in the name of the company

Downing Students (Victoria Road) GP Limited

Signature in the name of Zedra Directors (Guernsey) Limited

Zedra Directors (Guernsey) Limited

Signature of authorised signatory of Zedra Directors (Guernsey) Limited

Signature  Signed by: **Authorised Signatory**

Signature in the name of Zedra Corporate Officers (Guernsey) Limited

Zedra Corporate Officers (Guernsey) Limited

Signature of authorised signatory of Zedra Corporate Officers (Guernsey) Limited

Signature  DocuSigned by: **Authorised Signatory**

Executed as a deed by **DOWNING STUDENTS**)
(VICTORIA ROAD) NOMINEE LIMITED, a company)
incorporated in Guernsey by Zedra Directors (Guernsey))
Limited and Zedra Corporate Officers (Guernsey) Limited)
who in accordance with the laws of that territory are acting)
under the authority of the company.)

Zedra Directors (Guernsey) Limited is incorporated in)
Guernsey and is acting by)
)
who in accordance with the laws of that territory is acting)
under the authority of Zedra Directors (Guernsey) Limited.)

Zedra Corporate Officers (Guernsey) Limited is)
incorporated in Guernsey and is acting by)
)
who in accordance with the laws of that territory is acting)
under the authority of Zedra Corporate Officers (Guernsey))
Limited)

Signature in the name of the company)

**Downing Students
(Victoria Road)
Nominee Limited**

Signature in the name of Zedra Directors (Guernsey))
Limited)

**Zedra Directors
(Guernsey) Limited**

Signature of authorised signatory of Zedra Directors)
(Guernsey) Limited)

Signature

Signed by:


Authorised Signatory

Signature in the name of Zedra Corporate Officers)
(Guernsey) Limited)

**Zedra Corporate
Officers (Guernsey)
Limited**

Signature of authorised signatory of Zedra Corporate)
Officers (Guernsey) Limited)

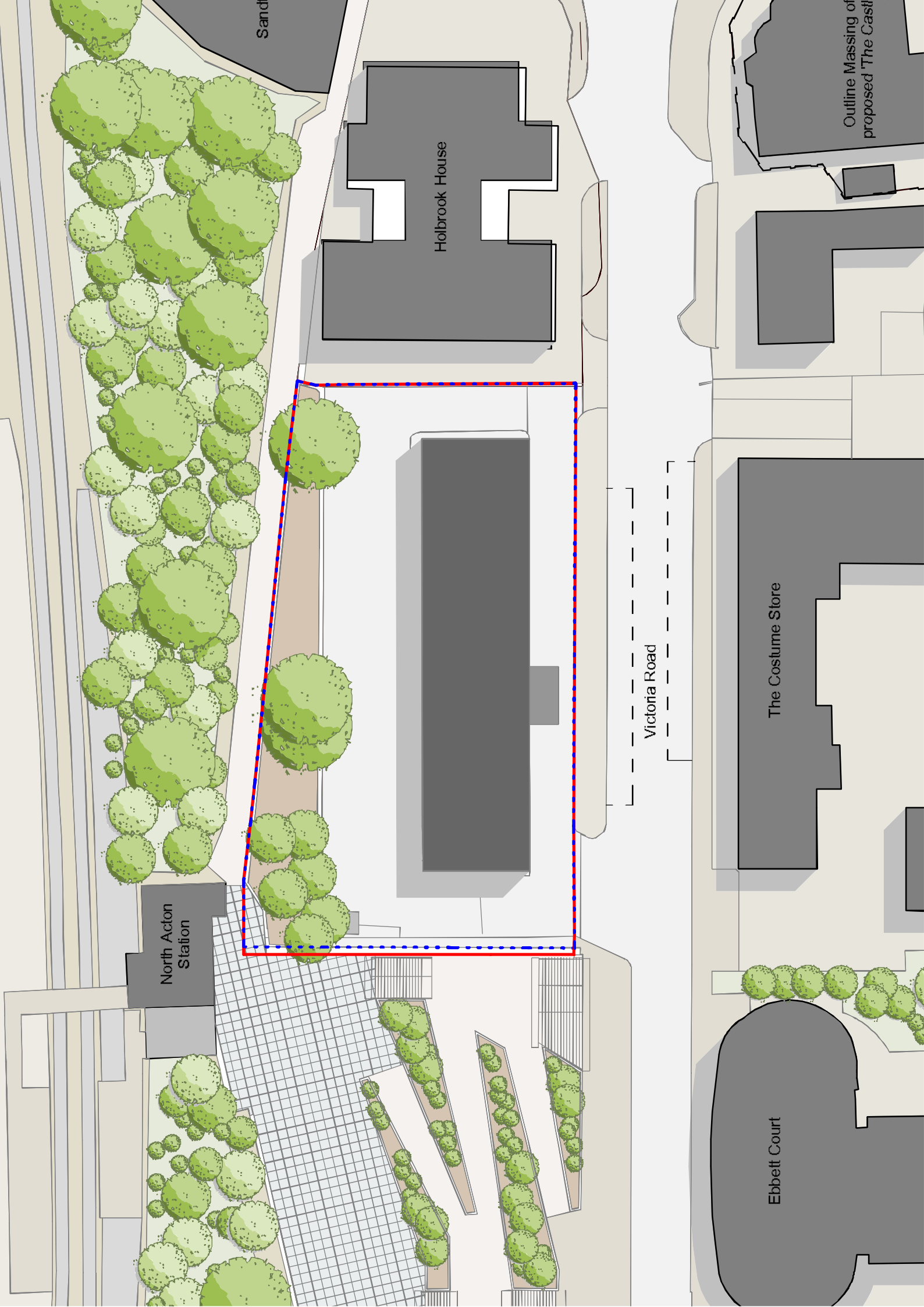
Signature

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Authorised Signatory

APPENDIX 1

PLANS



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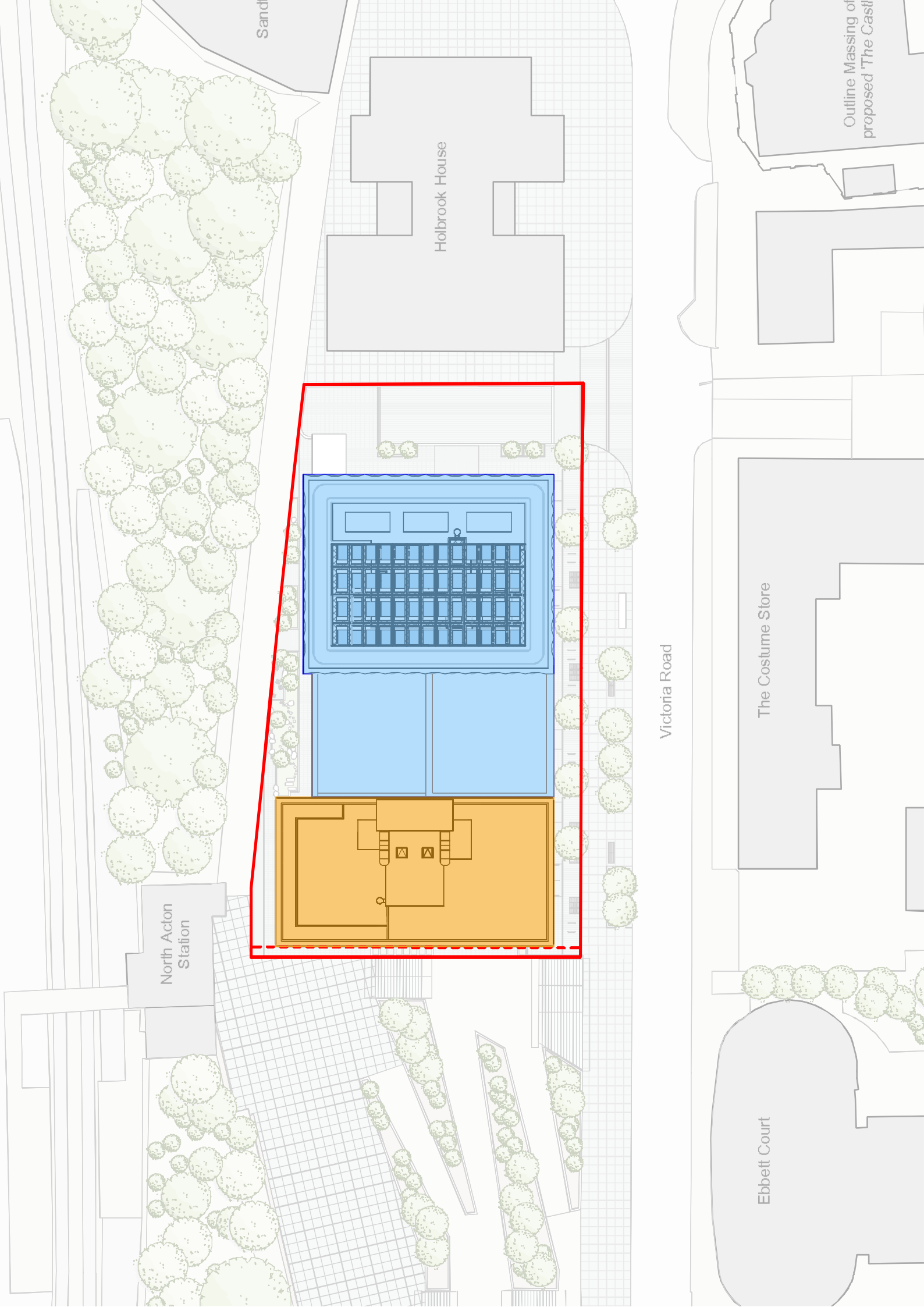
North Acton Station

Victoria Road

The Costume Store

Ebbett Court

Outline Massing of proposed 'The Castle'



Sand

Holbrook House

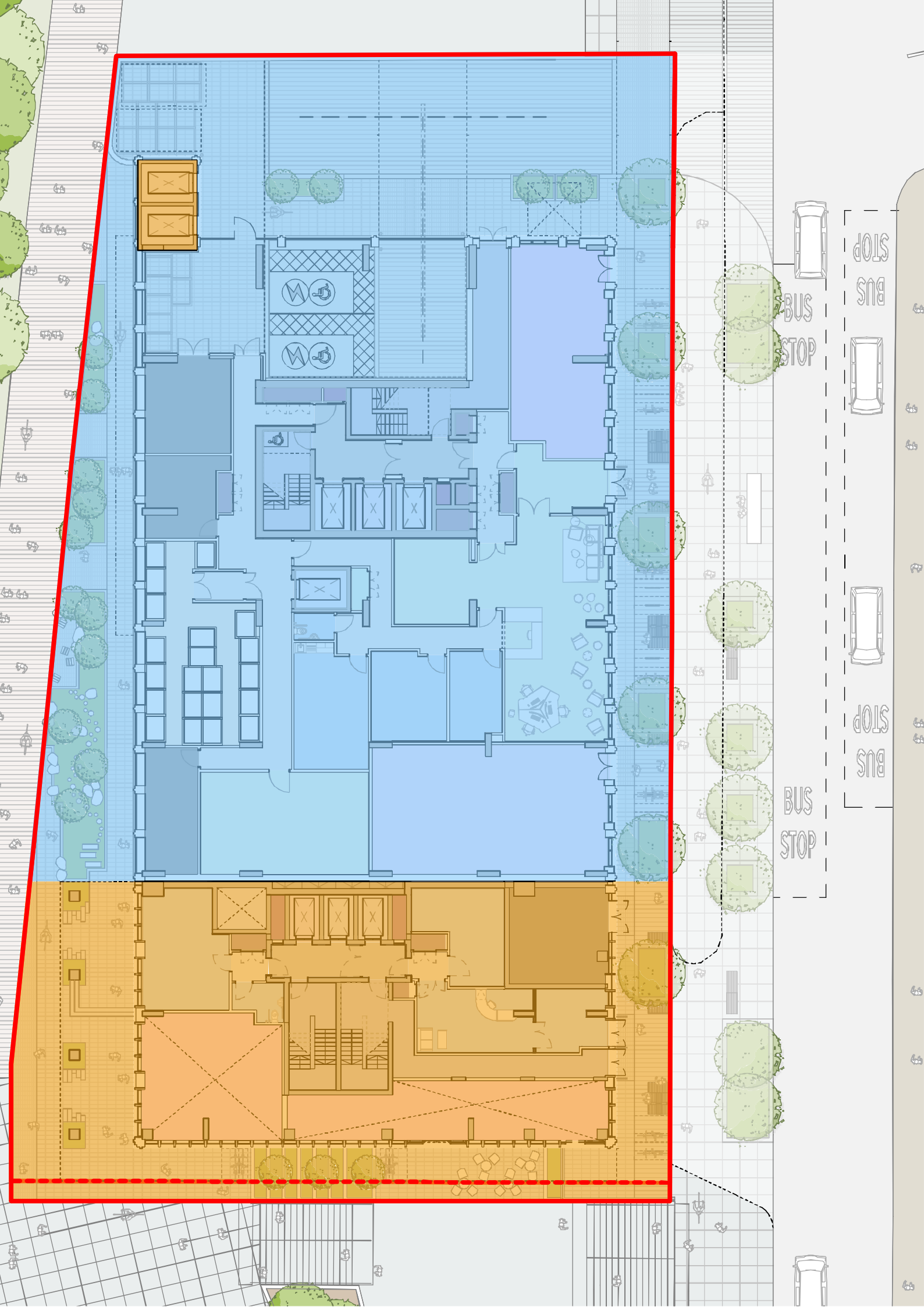
North Acton Station

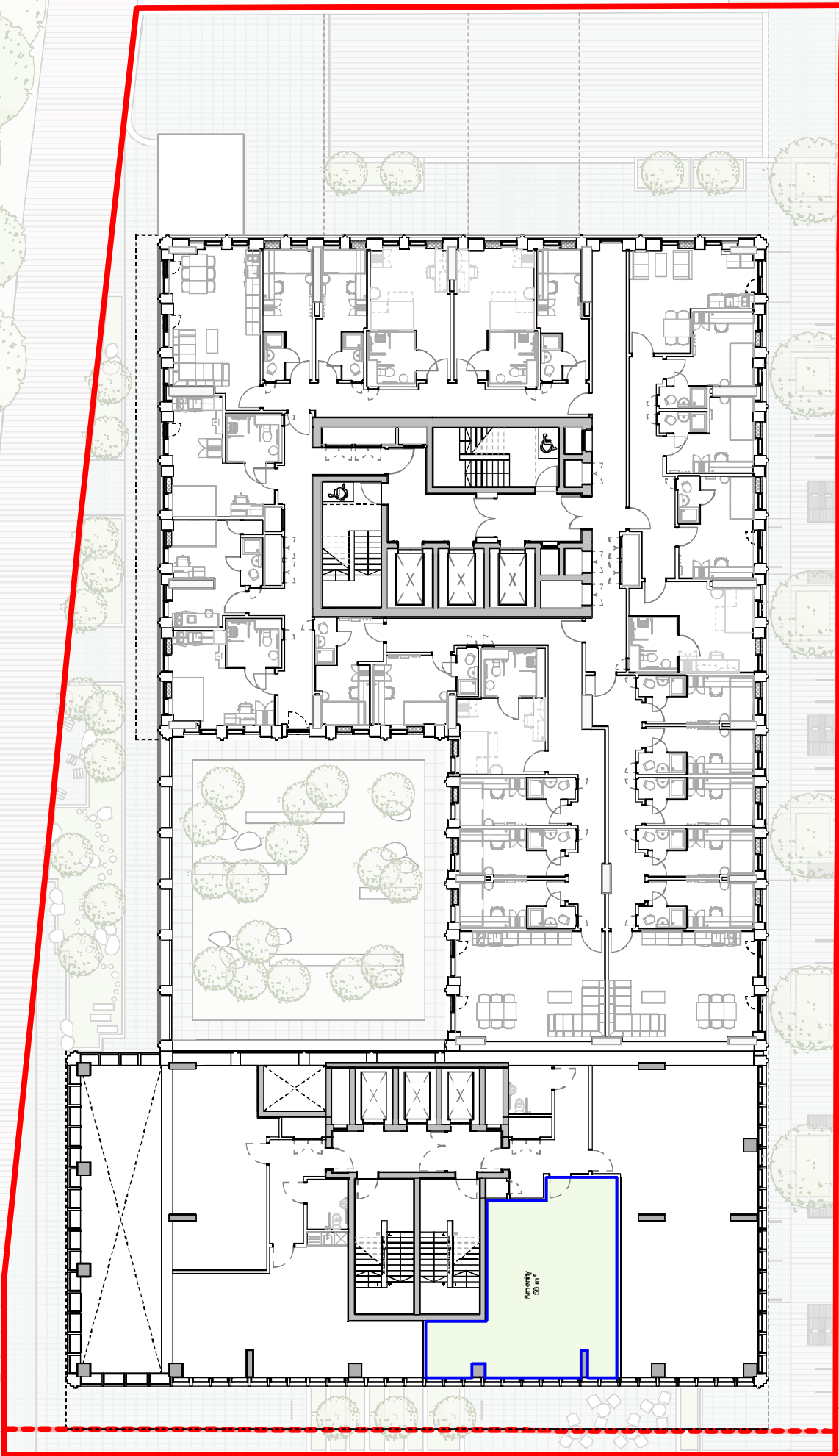
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The Costume Store

Ebbett Court

Outline Massing of proposed 'The Castle'





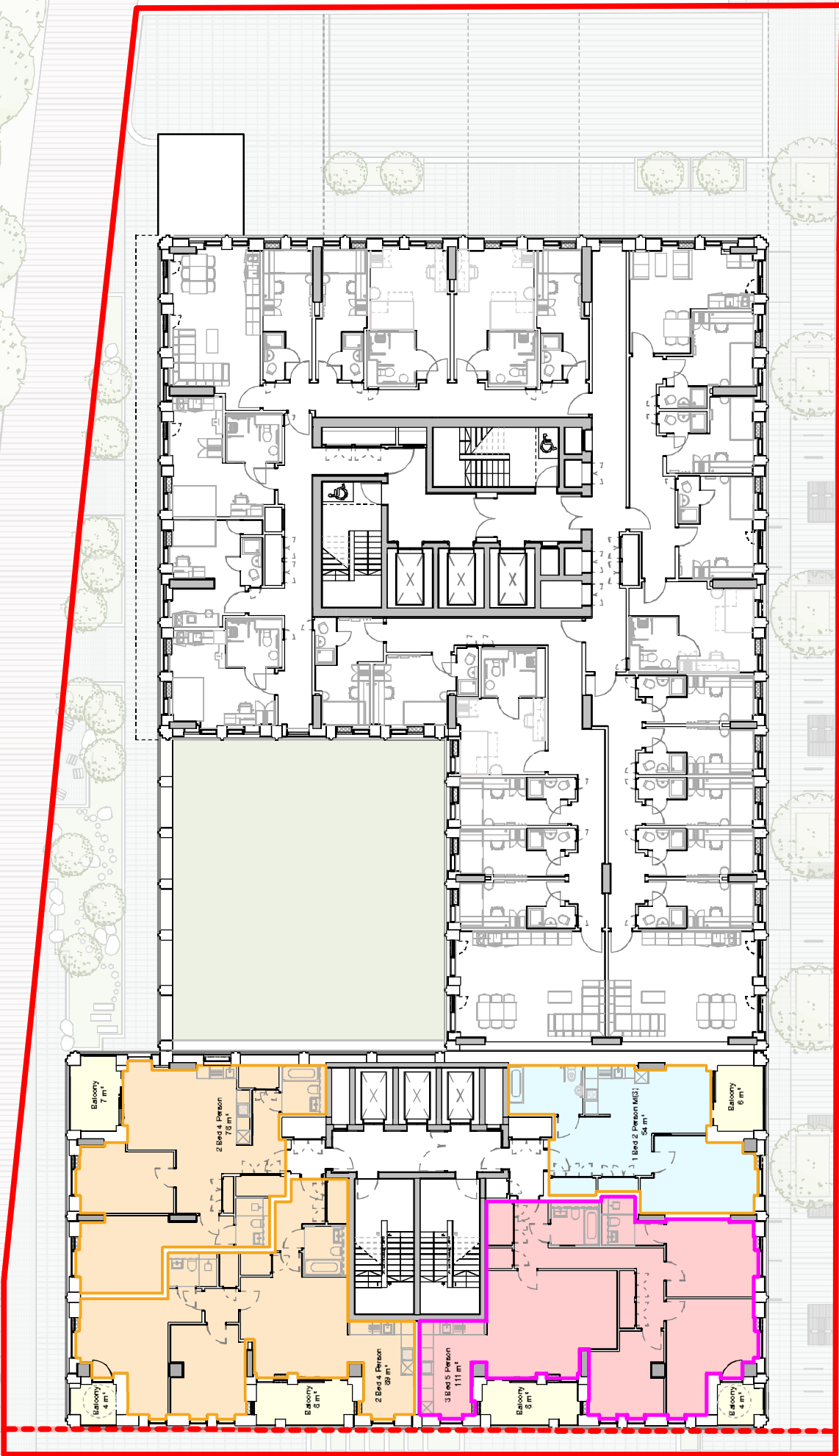
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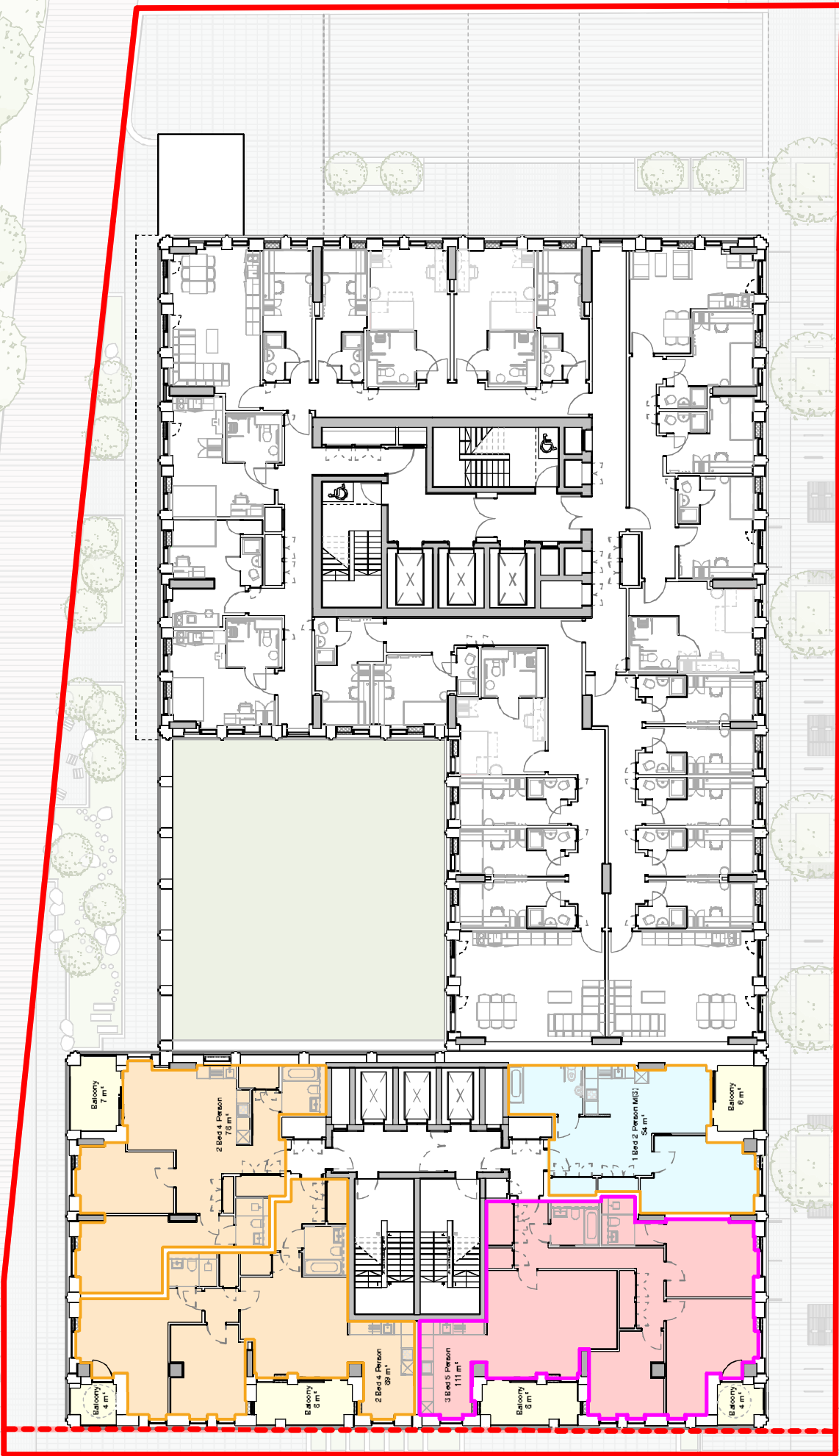
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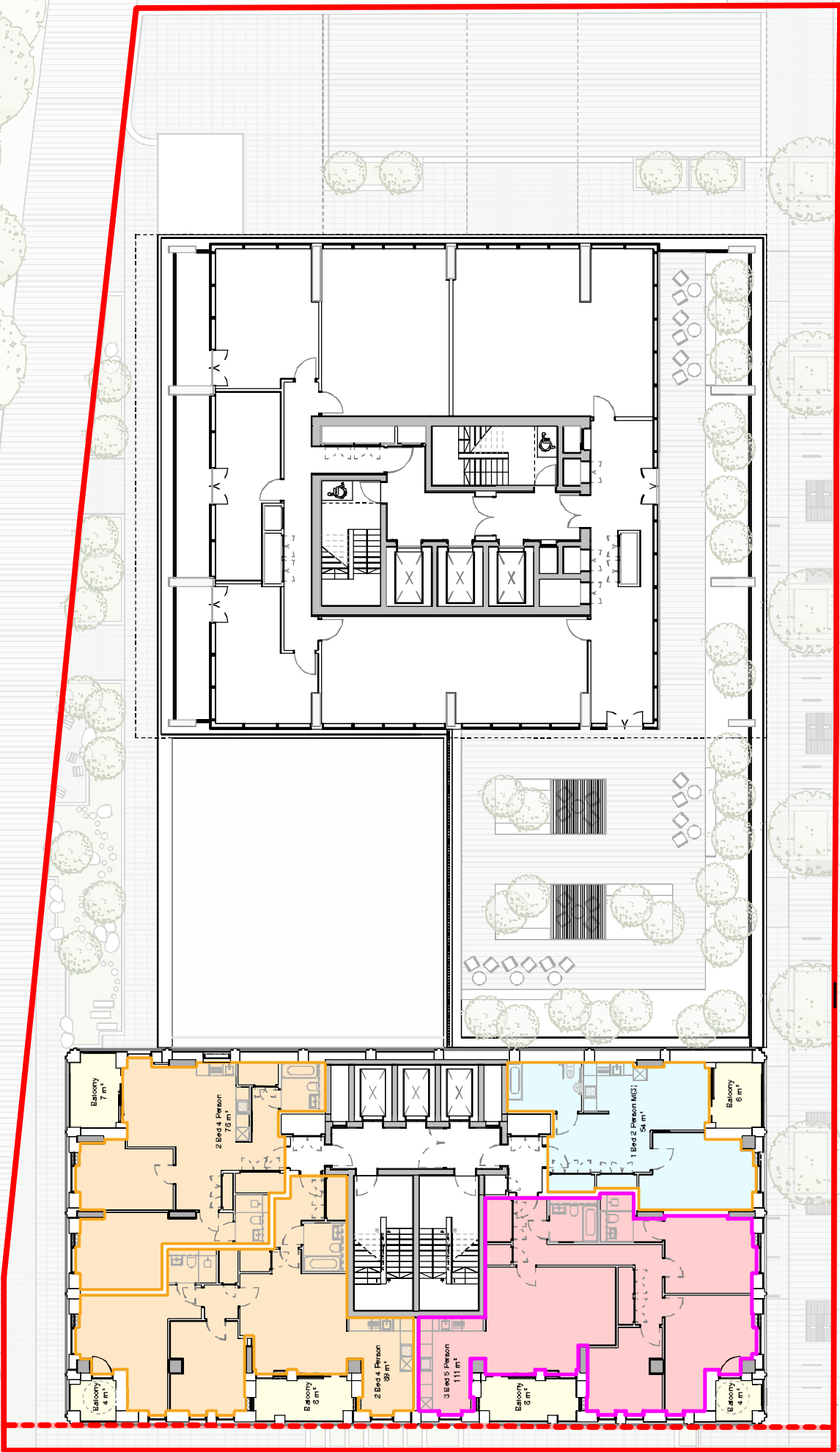
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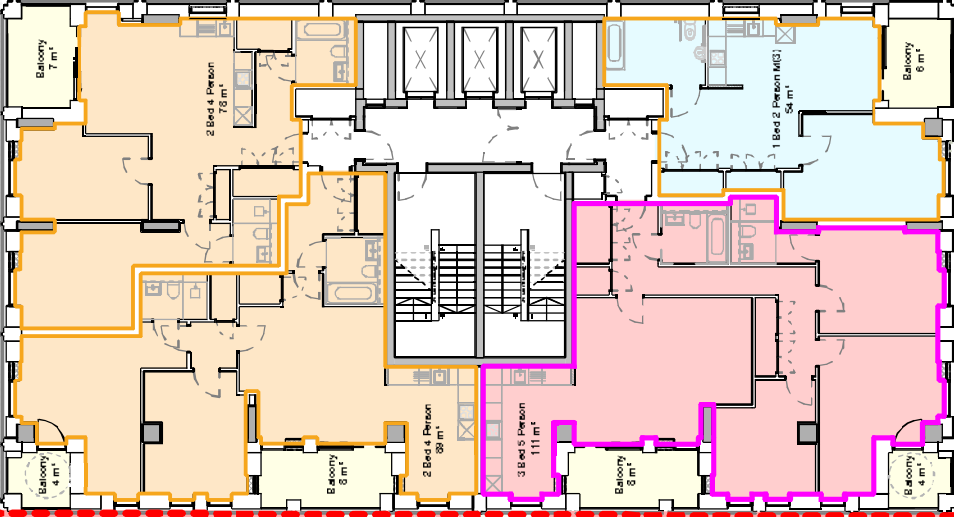
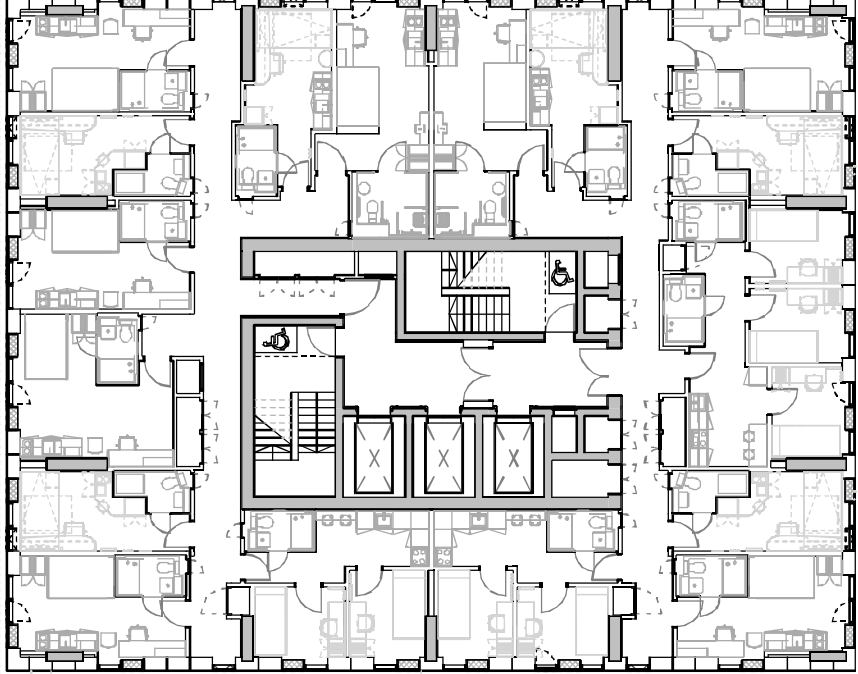
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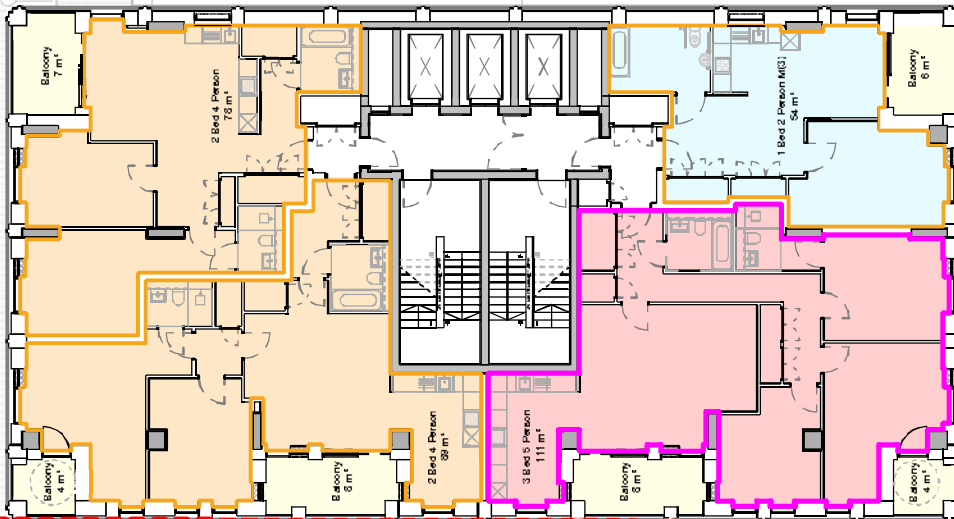
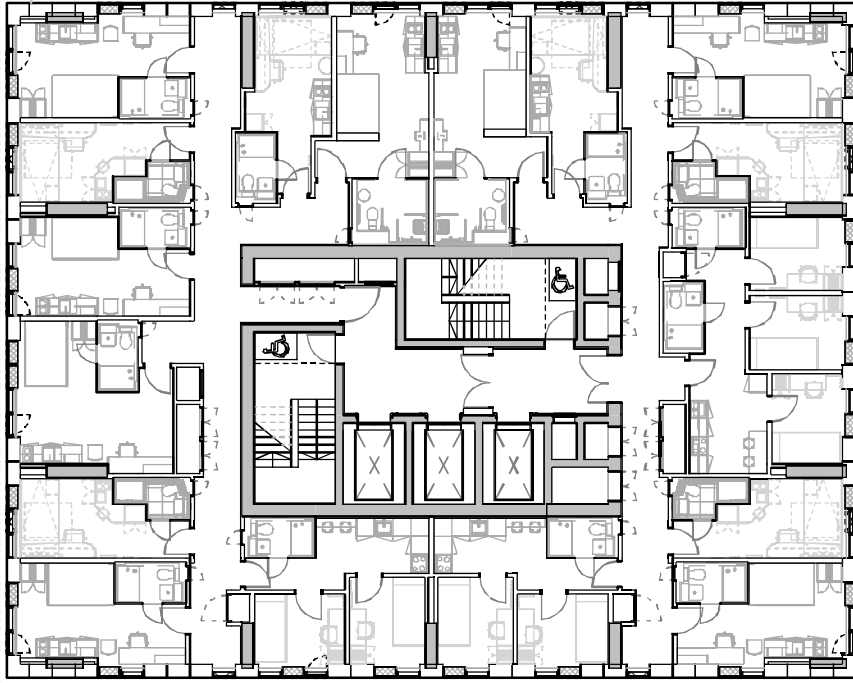
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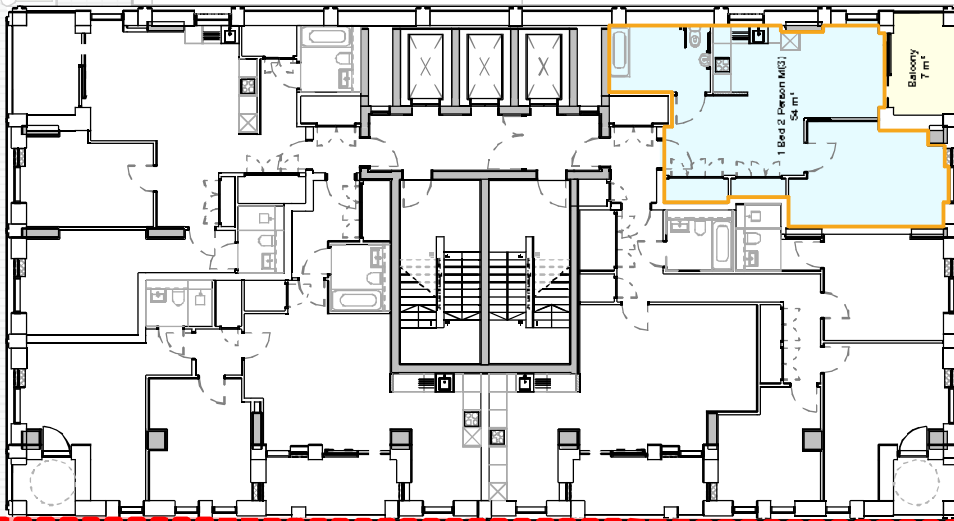
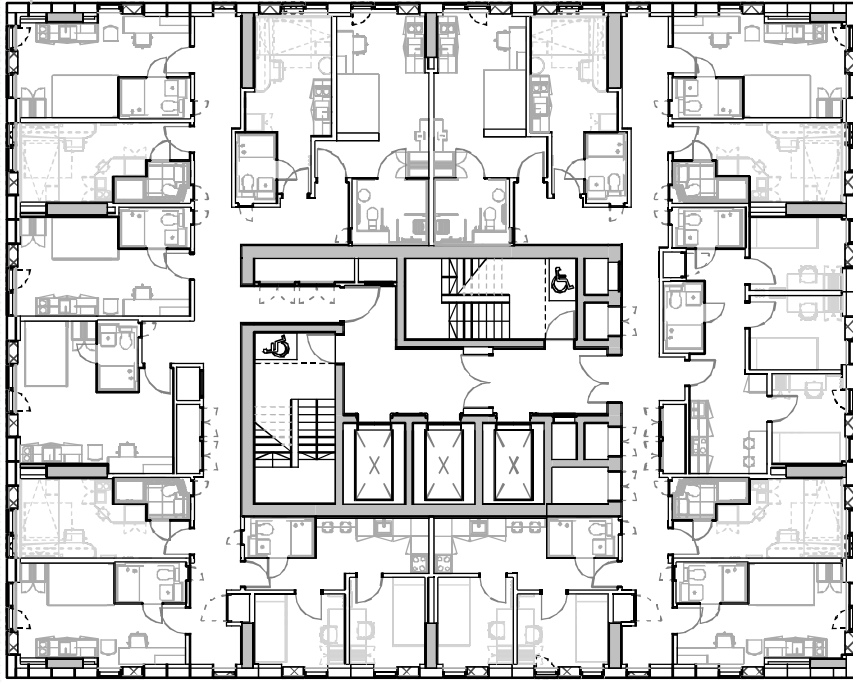
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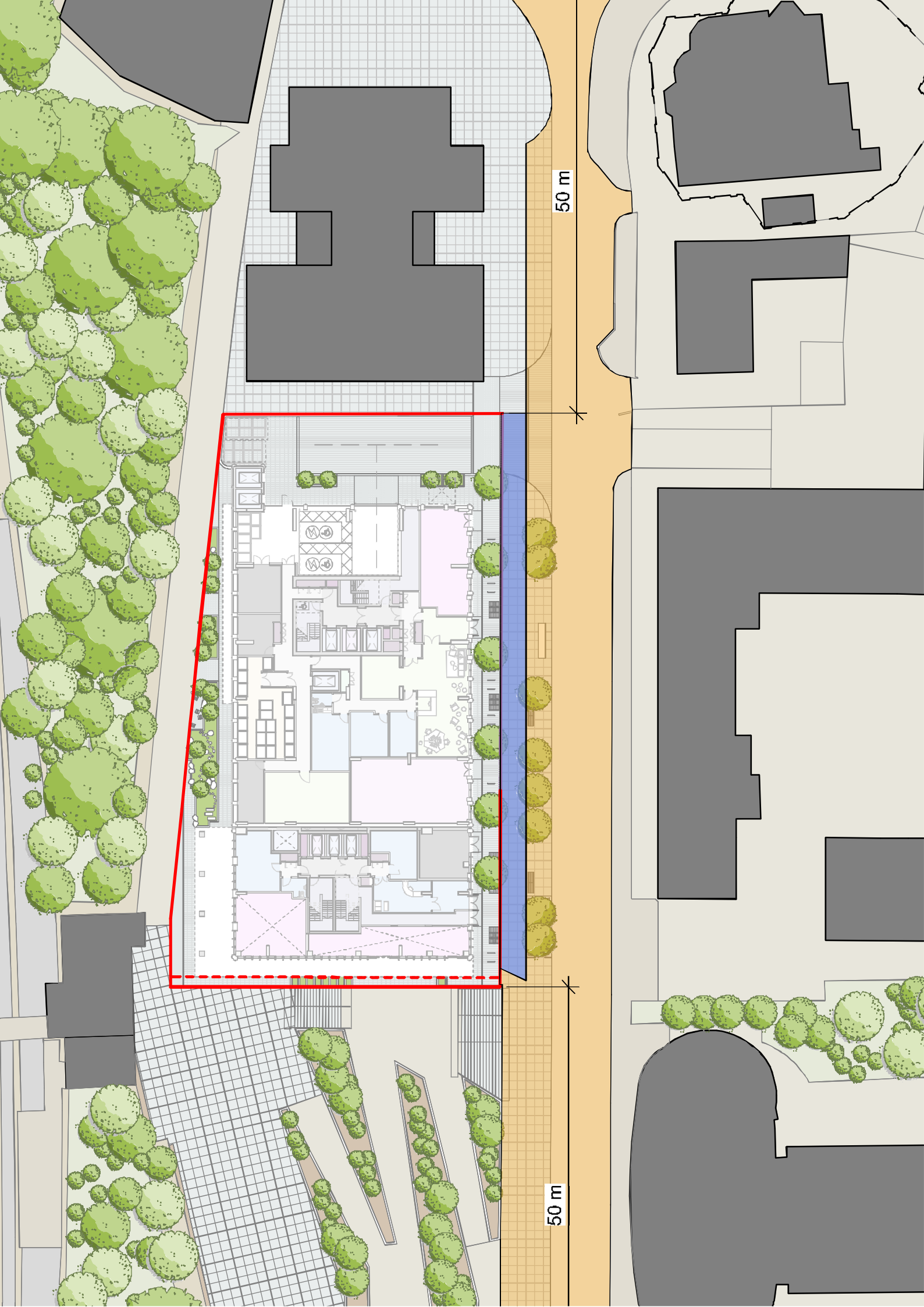
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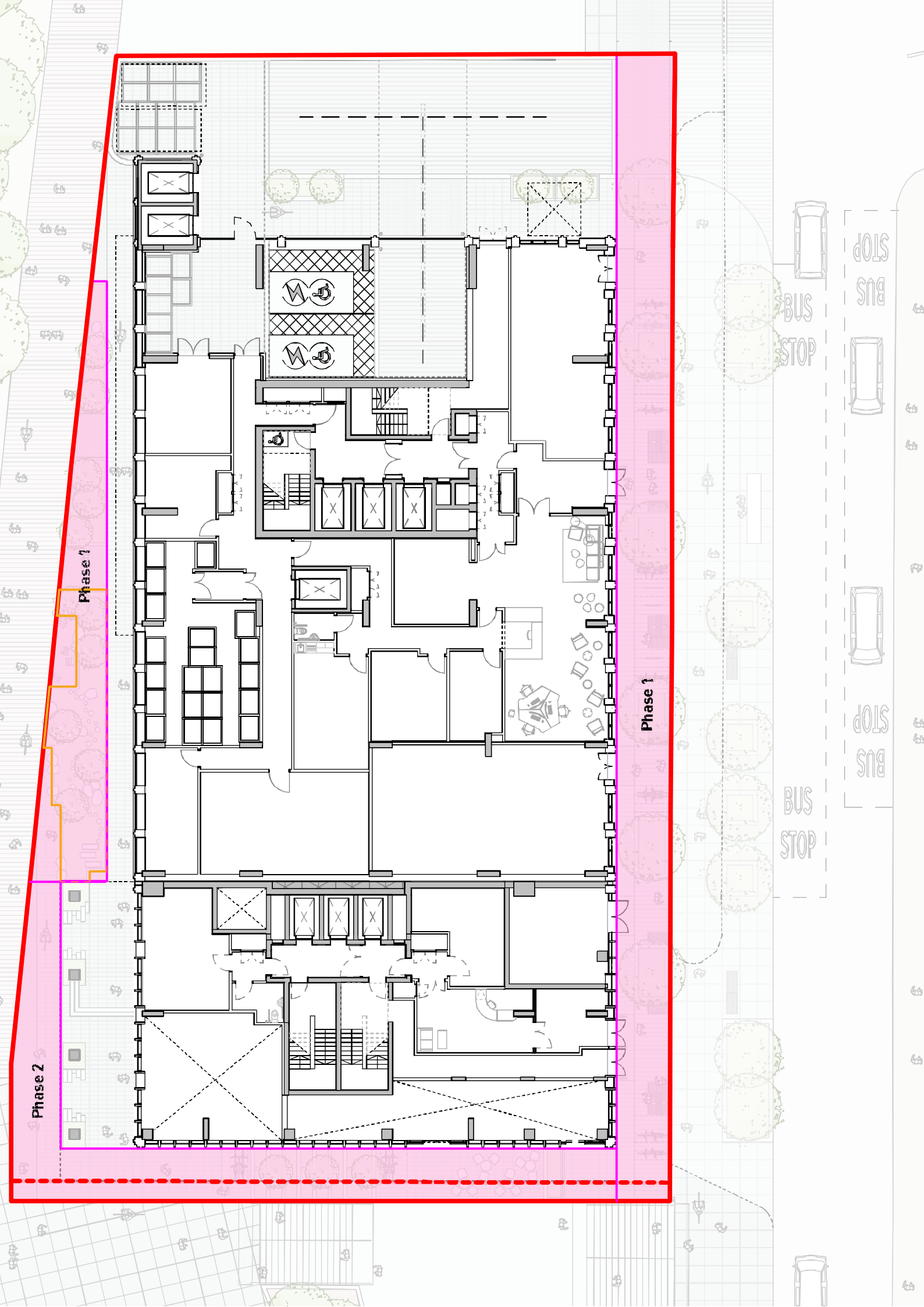
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Phase 1

Phase 1

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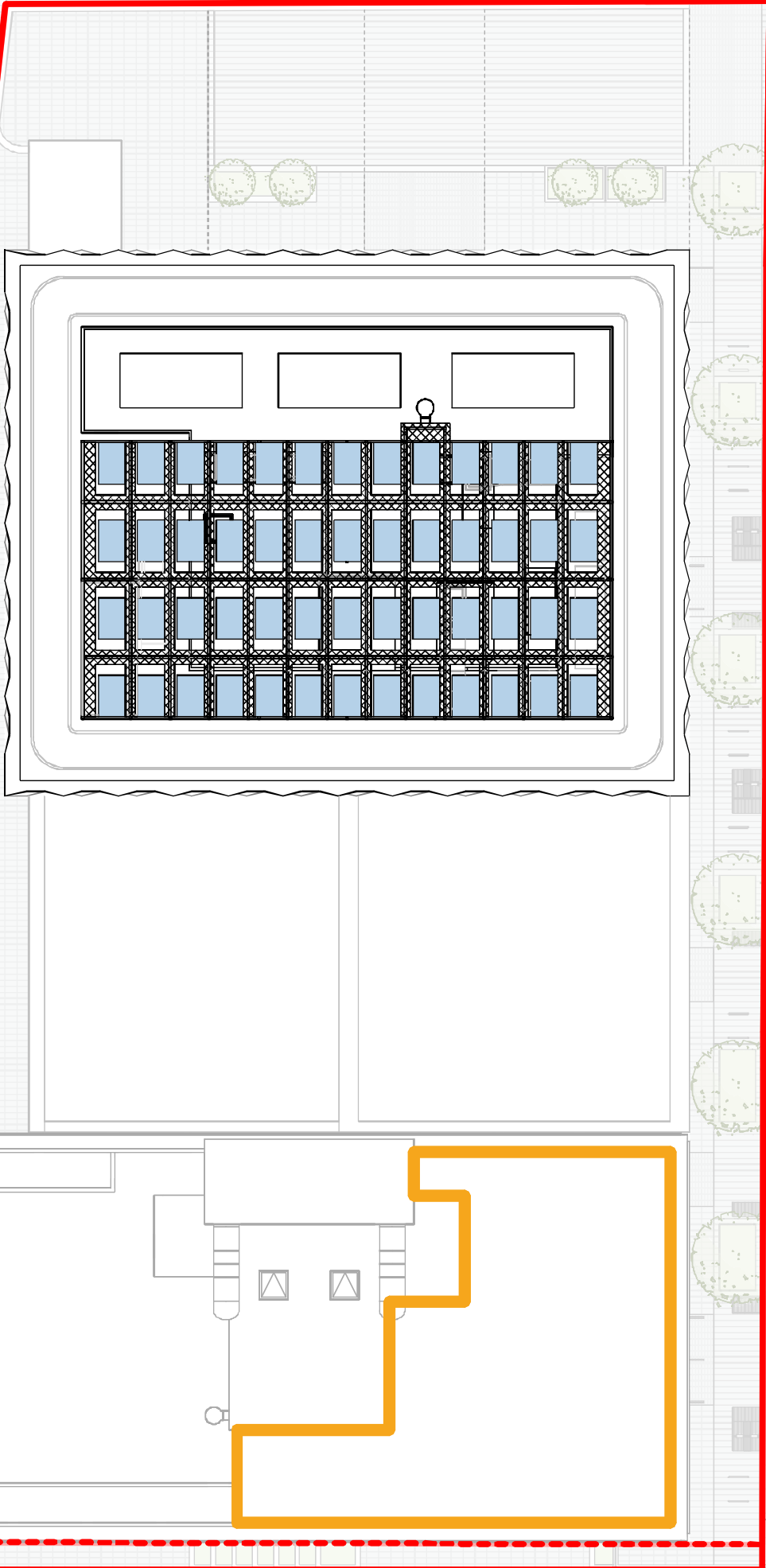
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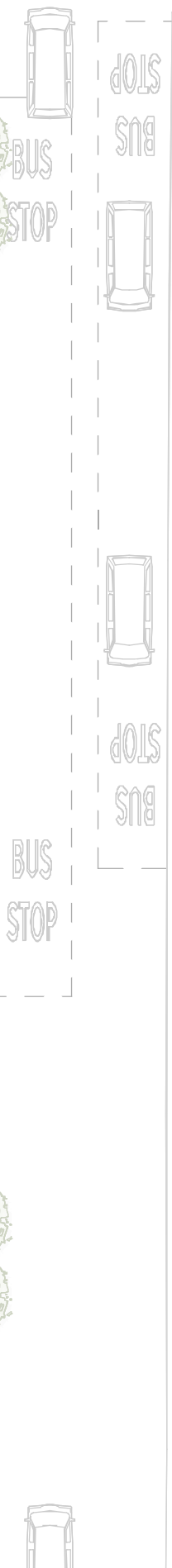
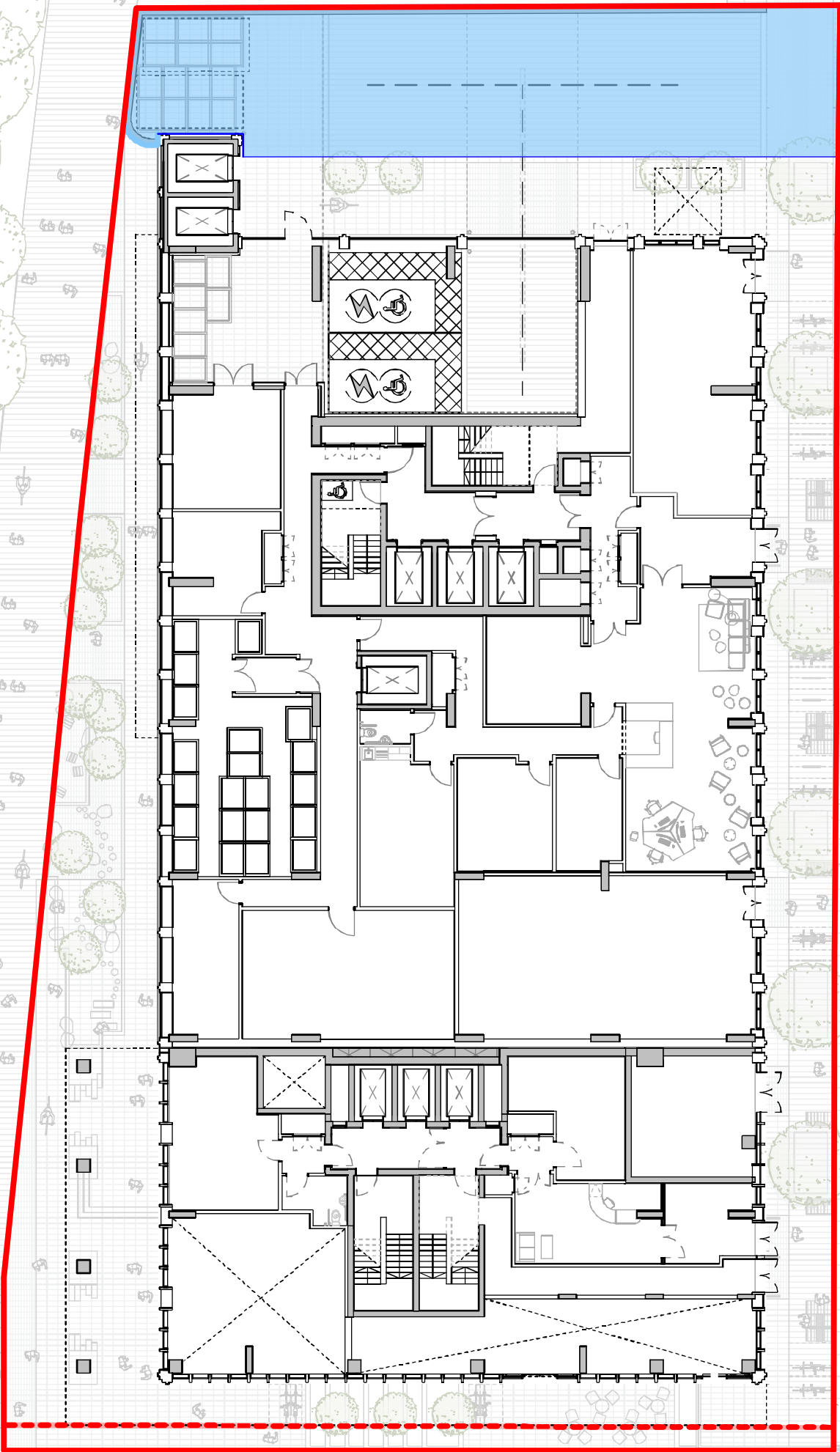
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APPENDIX 2
DRAFT PLANNING PERMISSION



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

GMD Developments Ltd
C/O Agent

Agent

Jess Parulian
Rolfe Judd Planning
Old Church Court
Claylands Road
London
SW8 1NZ

Part I - Particulars of Application

Date of Application: 14 March 2023

Application No: 23/0051/FULOPDC

Proposal: Demolition of existing hotel and redevelopment of the site through construction of two buildings including lower ground floor and basement, comprising purpose-built student accommodation (sui generis) (Phase 1), residential units (use class C3) (Phase 2), and ground/lower ground floor commercial / retail units (Use Class E) fronting North Acton Station Square and Victoria Road; and associated works of amenity space, public realm, landscaping and other works associated with the development.

Location: Holiday Inn Express, Victoria Road, North Acton, W3 6UP

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 |
|--|--------------------------------|-------------------|
| Demolition Plan | 10300-Z0-A-B5D8-JC20-PL-XX-001 | August 2024 |
| Existing Site Location Plan | 10300-Z0-A-B5D8-G100-XP-XX-001 | August 2024 |
| Existing Site Plan | 10300-Z0-A-B5D8-G100-XP-XX-002 | August 2024 |
| Phasing Plan | 10300-Z0-A-B5D8-G100-PL-XX-001 | 02 May 2025 |
| Building A – Residential – Unit, Area and Cycle Schedule | 10300-ZA-A-F900-SC-XX-002 | 19 September 2024 |
| BB – Student Accommodation – Unit, Area and Cycle Schedule | 10300-ZB-A-F900-SC-XX-002 | 19 September 2024 |
| Proposed Site Plan – Roof Level | 10300-Z0-A-B5D8-G100-PL-RF-001 | August 2024 |

| | | |
|---|--------------------------------|-------------|
| General Arrangement Plan – Basement | 10300-ZZ-A-B5D8-G200-PL-B1-001 | August 2024 |
| General Arrangement Plan – Lower Ground Floor | 10300-ZZ-A-B5D8-G200-PL-LG-001 | August 2024 |
| General Arrangement Plan – Ground Floor | 10300-ZZ-A-B5D8-G200-PL-00-001 | August 2024 |
| General Arrangement Plan – Level 01 | 10300-ZZ-A-B5D8-G200-PL-01-001 | August 2024 |
| General Arrangement Plan – Level 02 | 10300-ZZ-A-B5D8-G200-PL-02-001 | August 2024 |
| General Arrangement Plan – Level 04 | 10300-ZZ-A-B5D8-G200-PL-04-001 | August 2024 |
| General Arrangement Plan – Level 05 | 10300-ZZ-A-B5D8-G200-PL-05-001 | August 2024 |
| General Arrangement Plan – Level 06 | 10300-ZZ-A-B5D8-G200-PL-06-001 | August 2024 |
| General Arrangement Plan – Level 10 | 10300-ZZ-A-B5D8-G200-PL-10-001 | August 2024 |
| General Arrangement Plan – Level 16 | 10300-ZZ-A-B5D8-G200-PL-16-001 | August 2024 |
| General Arrangement Plan – Level 17 | 10300-ZZ-A-B5D8-G200-PL-17-001 | August 2024 |
| General Arrangement Plan – Level 20 | 10300-ZZ-A-B5D8-G200-PL-20-001 | August 2024 |
| General Arrangement Plan – Lower Roof Level | 10300-ZZ-A-B5D8-G200-PL-RF-001 | August 2024 |
| General Arrangement Plan – Upper Roof Level | 10300-ZZ-A-B5D8-G200-PL-RF-002 | August 2024 |
| General Arrangement Plan – Parapet Level | 10300-ZZ-A-B5D8-G200-PL-RF-003 | August 2024 |
| Site Wide Elevation - East | 10300-Z0-A-B5D8-G100-EL-EE-001 | August 2024 |

| | | |
|---|--------------------------------|---------------|
| Site Wide Elevation – North | 10300-Z0-A-B5D8-G100-EL-EN-001 | August 2024 |
| Site Wide Elevation – North East | 10300-Z0-A-B5D8-G100-EL-NE-001 | August 2024 |
| Site Wide Elevation – South East | 10300-Z0-A-B5D8-G100-EL-SE-001 | August 2024 |
| General Arrangement Elevation – East – Service Road | 10300-ZZ-A-B5D8-G200-EL-EE-001 | August 2024 |
| General Arrangement Elevation – East – Podium | 10300-ZZ-A-B5D8-G200-EL-EE-002 | August 2024 |
| General Arrangement Elevation – North – Station Square Ramp | 10300-ZZ-A-B5D8-G200-EL-EN-001 | August 2024 |
| General Arrangement Elevation – South – Victoria Road | 10300-ZZ-A-B5D8-G200-EL-ES-001 | August 2024 |
| General Arrangement Elevation – West – Station Square | 10300-ZZ-A-B5D8-G200-EL-EW-001 | August 2024 |
| General Arrangement Elevation – West Podium | 10300-ZZ-A-B5D8-G200-EL-EW-002 | August 2024 |
| General Arrangement Plan Section - AA | 10300-ZZ-A-B5D8-G200-SE-AA-001 | August 2024 |
| General Arrangement Plan Section - BB | 10300-ZZ-A-B5D8-G200-SE-BB-001 | August 2024 |
| General Arrangement Plan Section - CC | 10300-ZZ-A-B5D8-G200-SE-CC-001 | August 2024 |
| Building A – External Wall Façade Detail 01 – Typical Level | 10300-ZA-A-B5D8-G251-DE-XX-001 | 04 April 2025 |
| Building A – External Wall Façade Detail 02 – Typical Level | 10300-ZA-A-B5D8-G251-DE-XX-002 | 04 April 2025 |

| | | |
|--|--------------------------------|---------------|
| Building A – External Wall Façade Detail 03 – Parapet Level | 10300-ZA-A-B5D8-G251-DE-XX-003 | 04 April 2025 |
| Building B Podium – External Wall Façade Detail – Ground Level | 10300-ZA-A-B5D8-G251-DE-00-001 | 04 April 2025 |
| Building B Podium – External Wall Façade Detail – Lower Ground Level | 10300-ZA-A-B5D8-G251-DE-LG-001 | August 2024 |
| Building B Podium – External Wall Façade Detail 01 – Typical Level | 10300-ZA-A-B5D8-G251-DE-XX-001 | August 2024 |
| Building B Podium – External Wall Façade Detail 02 – Typical Level | 10300-ZA-A-B5D8-G251-DE-XX-002 | 04 April 2025 |
| Building B Podium – External Wall Façade Detail 03 – Parapet Level | 10300-ZA-A-B5D8-G251-DE-XX-003 | 04 April 2025 |
| Landscape General Arrangement Plan Level 00 | M00317-OPE-00-00-DR-L-910001 | August 2024 |
| Landscape General Arrangement Plan Level 01 | M00317-OPE-00-01-DR-L-910001 | August 2024 |
| Landscape General Arrangement Plan Level 04 | M00317-OPE-00-04-DR-L-910001 | August 2024 |
| Landscape General Arrangement Plan Level 17 Landscape General | M00317-OPE-00-17-DR-L-910001 | August 2024 |
| Arrangement Plan Lower Ground Level | M00317-OPE-00-LG-DR-L-910001 | August 2024 |
| Landscape General Arrangement Plan Roof Level | M00317-OPE-00-RF-DR-L-910001 | August 2024 |
| Landscape Levels Strategy | M00317-OPE-00-XX-DR-L-910001 | August 2024 |

| Document Title | Prepared By | Date |
|--|---|------------------|
| Air Quality Assessment | Tetra Tech | 24 May 2024 |
| Arboricultural Impact Assessment | Treework Environmental Practice | 17 June 2024 |
| Archaeological Desk-Based Assessment | RPS | May 2024 |
| Biodiversity Net Gain Assessment | Tetra Tech | 31 May 2024 |
| Biodiversity Net Gain Phasing Plan | Tetra Tech | 31 January 2025 |
| Construction Transport Management and Logistics Plan | Sanderson Associates | 13 March 2024 |
| Design and Access Statement | Simpson Haugh | January 2025 |
| Design and Access Statement Addendum | Simpson Haugh | April 2025 |
| Designing for Accessibility – Access Statement | Simpson Haugh | 24 May 2024 |
| Internal Daylight, Sunlight and Overshadowing Report | GIA | 3 June 2024 |
| Daylight & Sunlight – Impact on Neighbouring Properties Report | GIA | 4 June 2024 |
| Delivery, Service and Waste Transport Management Plan | Sanderson Associates | 13 March 2024 |
| Ecological Appraisal | Tetra Tech | December 2023 |
| Ecological Appraisal Update Note | Tetra Tech | 31 May 2024 |
| Sustainability Operational Energy Assessment | Hoare Lea | 02 March 2023 |
| Sustainability WLC Report | Hoare Lea | 22 May 2024 |
| Sustainability Circular Economy Statement | Hoare Lea | 24 January 2025 |
| Fire Statement | Design Fire Consultants | 17 December 2024 |
| London Plan Fire Statement | Design Fire Consultants | 17 December 2024 |
| Flood Risk Assessment | Walsh | May 2024 |
| Health Impact Assessment | Tetra Tech | February 2024 |
| Heritage, Townscape and Visual Impact Assessment | Stephen Lavrant Heritage Architecture Ltd | May 2024 |
| Mixed and Inclusive Neighbourhood Assessment | Rolfe Judd | January 2025 |
| Environmental Noise and Vibration Assessment | PDA Acoustic Consultants | May 2024 |

| | | |
|---|-----------------------------|-------------------|
| Planning Statement | Rolfe Judd | September 2024 |
| Pre-Redevelopment Audit | Adw Developments | 15 May 2024 |
| Residential Management Plan | Downing Property Management | June 2024 |
| Road Safety Audit | Sanderson Associates | 15 May 2024 |
| Phase 1 Desktop Study – Revision 3 | CGL | 28 February 2024 |
| Site Waste and Resource Management Plan | Tetra Tech | January 2025 |
| Student Management Plan | Downing Property Management | June 2024 |
| Student Transport Management Plan | Sanderson Associates | 13 March 2024 |
| BREEAM New Construction Pre-Assessment Report | Hoare Lea | 02 March 2023 |
| Landscape and Ecology Management Plan | Tetra Tech | June 2024 |
| Sustainability Statement | Hoare Lea | 11 June 2024 |
| Transport assessment | Sanderson Associates | 19 September 2024 |
| Travel Plan | Sanderson Associates | 19 September 2024 |
| Wind Microclimate Report | ArcAero | 6 March 2024 |
| Statement of Community Involvement | becg | February 2023 |
| Financial Viability Assessment | Quod | October 2024 |
| Viability Position Note | Quod | 03 March 2025 |
| Energy Strategy | Hoare Lea | 01 April 2025 |
| Thermal Comfort Assessment | Hoare Lea | 13 December 2024 |
| Circular Economy Statement | Hoare Lea | 24 January 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] | 609 units |
| Residential [Use Class C3] | 59 units |

| | |
|--|---------------|
| Ground floor commercial [Use Class E] | 255 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 31 storeys plus lower ground floor and a maximum height of 142.85m +AOD on 'Phase 1', and a new building of 17 storeys plus lower ground floor and a maximum height of 94.25m +AOD on 'Phase 2'.

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

5. Phasing - compliance

The development shall be carried out in accordance with the phasing plan (Drawing reference 10300-Z0-A-B5D8-G100-PL-XX-001, Revision P04 (dated 02/05/2025)), as approved, unless otherwise agreed in writing by the Local Planning Authority.

For the avoidance of doubt, demolition of the existing building will form part of Phase 1 for CIL charging purposes.

Reason: To ensure the satisfactory phasing of the development and to assist with the identification of chargeable development for the purposes of the Community Infrastructure Levy.

6. Piling Method Statement – prior to any piling

No piling shall take place on the corresponding phase of development, 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 for the relevant phase 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.

7. Contaminated Land – prior to commencement

- (i) The development hereby permitted shall not be commenced in respect of a particular phase 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 in respect of that phase 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, each phase within 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.

8. Construction Logistics Plan – prior to commencement

Prior to the commencement of the corresponding phase 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.

9. Construction and Environmental Management Plan – prior to commencement

Prior to the commencement of the corresponding phase of development (except for site investigations work but including any works of demolition), a detailed Construction and Environmental Management Plan (CEMP) shall be submitted in respect of that phase 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 Ecological Appraisal dated December 2023 and the Ecological Appraisal Update dated 31st May 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.

10. Detailed Plans for Fibre Connectivity – prior to commencement

Prior to the commencement of the corresponding phase 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.

11. Rail Infrastructure – prior to commencement

- 1) Prior to commencement of the corresponding phase of development, including demolition, no works shall be carried out until, in respect of that phase:
 - (i) A Rail Asset protection, Risk Assessment and Method Statement (RAMS) has been submitted to and approved in writing by the local planning authority in consultation with TfL.
 - (ii) Details of scaffolding works within 10m of the railway boundary has been submitted to and approved in writing by the local planning authority in consultation with TfL.
 - (iii) Details of the disposal of both surface water and foul water drainage directed away from the railway have been submitted to and approved in writing by the Local Planning Authority in consultation with TfL.
 - (iv) Full details of ground levels, earthworks and excavations to be carried out near to the railway boundary have been submitted to and approved in writing by the Local Planning Authority in consultation with TfL.

- (v) Details of appropriate vehicle safety protection measures along the boundary with the railway have been submitted to and approved in writing by the Local Planning Authority in consultation with TfL.
- 2) Prior to any vibro-impact works on site, a risk assessment and method statement shall be submitted to and approved in writing by the Local Planning Authority in consultation with TfL.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the relevant phase which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the relevant phase is occupied.

Reason: To ensure that the construction and subsequent maintenance of the proposal can be carried out without adversely affecting the safety, operational needs or integrity of the railway.

12. Materials – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, in respect of that phase:

- (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'.

13. Detailed Drawings – prior to above ground works

Notwithstanding the submitted details, prior to the commencement of work on the corresponding phase of the development, 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'

14. Hard and Soft Landscaping – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, full details of the hard and soft landscaping in respect of that phase (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 0.35;
- (vi) details of all street furniture;
- (vii) details of all signage;
- (viii) details of all play equipment
- (ix) details of all external lighting;
- (x) 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;
- (xi) 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'.

15. Secured by Design – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, 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'.

16. Delivery and Servicing Plan – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, a Delivery and Servicing Plan in respect of that phase 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, in respect of the relevant phase:

- (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;
- (v) Measures to manage potential for conflict between different modes in respect of the segregated pedestrian/cycle route alongside the servicing yard; and
- (vi) Measures that will be implemented to support sustainable and active freight at this site.

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'.

17. Waste and Recycling Management Plan – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, a waste and recycling management plan in respect of that phase 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'.

18. Cycle Parking and Storage – prior to above ground works

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

The provision of showers, lockers and changing facilities for cyclists associated to non-residential uses shall be provided.

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 relevant phase of the development shall not be brought into use until the cycle storage in respect of that phase 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'.

19. External Equipment – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, details including maintenance of any external equipment to be installed on the building including window cleaning equipment, mechanical plant or kitchen extraction/filtration systems in respect of that phase shall be submitted to and approved in writing by the local planning authority. The equipment shall only be installed in accordance with the approved details.

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

20. Internal Noise Transmission – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, a scheme of sound insulation and noise control measures, in respect of that phase, 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 the first occupation of the relevant phase, 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'.

21. BREEAM – prior to above ground works

Prior to the commencement of above ground works on the corresponding phase of the development, a BREEAM review report in respect of that phase 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 of the corresponding phase, 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'.

22. Noise Mitigation Measures – prior to above ground works

Prior to occupation of the corresponding phase of the development, details of the noise mitigation measures identified in the Noise Assessment in respect of that phase shall be submitted to and approved in writing by the local planning authority. This includes demonstration that the noise limit for plant or commercial activities is not exceeded.

The relevant phase of the development shall not be occupied until the details have been approved in writing by the local planning authority. The agreed noise mitigation measures shall be provided in full accordance with the proposed details before any of the residential or student units comprised in the relevant phase are first brought into use, and maintained for the lifetime of the development.

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'.

23. Car Parking – prior to occupation

Prior to first occupation of the corresponding phase of the development, a Car Parking Management Plan in respect of that phase to demonstrate how the two accessible parking bays will be allocated and managed, and how the two temporary parking spaces will be managed, shall be submitted to and approved in writing by the local planning authority.

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

The relevant phase of the development shall not be occupied until the Car Parking Management Plan in respect of that phase 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'.

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

Prior to the occupation of each corresponding phase, details to show appropriate locations for any telecommunications apparatus and communal antennae and satellite dishes in respect of that phase 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'.

25. Lighting Strategy – prior to occupation

Prior to the occupation of each corresponding phase, a lighting strategy to address all external lighting in respect of that phase, 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'.

26. Circular Economy Post-Construction Assessment – prior to occupation

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

The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting

evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the relevant phase 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'.

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

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

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'.

28. 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'.

29. Water Network – prior to occupation

Each respective phase of 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.

30. Completion of the Eastern Service Area – prior to occupation

Neither phase of development shall be occupied until the eastern servicing area as shown on plan ref: 10300-ZZ-A-B5D8-G200-PL-00-001 has been delivered and is fully operational.

Reason: To ensure that off-street servicing facilities are secured in accordance with London Plan (2021) Policy T7 'Deliveries, servicing and construction' and OPDC Local Plan (2018-2038) Policy T7 'Freight, Servicing and Deliveries'.

31. Accessibility – compliance

All residential units indicated on the approved drawings as being suitable for wheelchair users shall be compliant with Approved Document M: Volume 1 - Dwellings Part M4 category 3 of the Building Regulations. All other residential units shall be compliant with part Approved Document M: Volume 1 - Dwellings Part M4 category 2 of the Building Regulations.

A total of 10% of the PBSA bedrooms shall be accessible and inclusive as per the following provision:

1. 1% (or at least one room, whichever is greater) wheelchair-accessible bedrooms, in accordance with Approved Document M: Volume 2 – Buildings other than dwellings (Part M1) of the Building Regulations;
2. 9% (or at least one room, whichever is greater) easily adaptable wheelchair-accessible rooms for independent use.

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'.

32. 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'.

33. Publicly accessible public realm – compliance

Areas of public realm outside of the adopted highway that are accessible directly from the street shall remain publicly accessible 24 hours a day.

Reason: To ensure a high quality, inclusive, accessible and coordinated multi-functional public realm at all times of the day in accordance with Local Plan (2018-2038) Policy D1 'Public Realm'.

34. Amenity and play space – compliance

The outdoor communal amenity space on Phase 1 and the roof terrace and play space on Phase 2 shall be laid out in accordance with the approved details prior to occupation of the corresponding phase of development and thereafter retained and maintained for use by all respective residents for each building for the lifetime of the development, unless otherwise agreed in writing with the local planning authority.

Reason: In the interests of providing amenity space and child play 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'.

35. 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 Landscape and Ecology Management Plan, Biodiversity Net Gain Phasing Plan, as well as the ecological measures secured within the approved Construction and Environmental Management Plan (Condition 9) and landscaping details (Condition 14).

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 31 May 2024 prepared by Tetra Tech.

Reason: In the interests of proper planning.

37. SuDS and Drainage Strategy – compliance

Each corresponding phase of development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment (dated May 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'.

38. Electric Vehicle Charging - compliance

All permanent car parking spaces on-site hereby permitted, shall be installed with active electric vehicle charging points (EVCP).

The EVCP shall be constructed and marked out and the charging points installed prior to occupation of the relevant phase 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'.

39. Water infrastructure - compliance

No construction shall take place within 5m of the water main. Information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure.

40. 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'.

41. 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 of each corresponding phase, 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.
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-wrrt>.

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

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) and Defence Geographic Centre (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.

Dated this:

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

DRAFT

Old Oak and Park Royal Development Corporation

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

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

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

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

Purchase Notice

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

APPENDIX 3

RESTRICTION

"No disposition of the registered estate (other than a charge, or the grant of a leasehold interest in an individual Residential Unit or Non-Residential Unit as defined in the deed of agreement made under section 106 of the Town and Country Planning Act 1990 dated [] between the Old Oak and Park Royal Development Corporation and [] (the "**S106 Agreement**")) by the proprietor of the registered estate is to be registered without a certificate signed by the Old Oak and Park Royal Development Corporation of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF that the provisions of paragraph 4.1 of Schedule 8 (inclusion of restrictive covenant not to apply for a Parking Permit) of the S106 Agreement have been complied with or that they do not apply to the disposition

APPENDIX 4
DRAFT DEED OF COVENANT

DATED

202[●]

**OLD OAK AND PARK ROYAL DEVELOPMENT
CORPORATION**

AND

[COVENANTOR]

DEED OF COVENANT

THIS DEED is made on

202[●]

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of Brent Civic Centre, 32 Engineers Way, Wembley, HA9 0JF (the “**OPDC**”); and
- (2) **[Covenantor]** [a company registered in England and Wales (company number [insert company number]) whose registered office is at [insert address] (the “**Covenantor**”)

RECITALS

- (A) The Covenantor has on the date of this deed acquired the Property from the Seller.
- (B) The Covenantor has agreed to comply with the Seller’s Obligations in the Original Agreement as if were the Owner named in that Original Agreement.
- (C) The Covenantor has agreed to enter into this Deed of Covenant to record that agreement.

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Deed the following words and expressions shall have the following meanings:

“Original Agreement”

the deed dated [●] made between (1) OPDC, (2) the Owner [and (3) other parties];

“Owner”

the party to the Original Agreement so named;

“Property”

[insert title details] which comprises [part of] the Site as defined in the Original Agreement;

“Seller”

[insert details];

“Seller’s Obligations”

all obligations and restrictions on the Owner and all covenants provided by the Owner in relation to CPZs in paragraphs 3, 4 and 5 of Schedule 8 of the Original Agreement.

1.2 Words and expressions defined in the Original Agreement have the same meanings in this Deed unless an alternative meaning is given in this Deed when the alternative meaning will apply.

1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **OBLIGATIONS**

The Covenantor covenants with OPDC to comply with the Seller’s Obligations as if the Seller’s Obligations were set out in full in this Deed of Covenant and references to the Owner in the Seller’s Obligations were references to the Covenantor.

3. **EXECUTION**

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set out above.

The common seal of)
OLD OAK AND PARK ROYAL)
DEVELOPMENT CORPORATION)
was affixed in the presence of:

Authorised Signatory

Executed as a deed by)
[Covenantor])
acting by a director and a secretary/two)
directors:

Director

Director/Secretary

APPENDIX 5
DRAFT UNILATERAL UNDERTAKING

DATED _____ **202[●]**

FROM:-

(1) []

(2) []

TO:-

(3) []

UNILATERAL UNDERTAKING

**pursuant to section 16 of the Greater London Council
(General Powers) Act 1974 and all other powers enabling
relating to land known [●]**



Pinsent Masons

CONTENTS

Page

THIS UNDERTAKING is made on [] 202[●]
FROM:-

- (1) [] (No. []) [of/whose registered office is at [] (the “**Owner**”); and
- (2) [] (No. []) [of/whose registered office is at [] (the “**Mortgagee**”).

TO:-

- (3) [] of [] (the “**Council**”).

WHEREAS:-

- (A) The Council is the local authority for the area in the vicinity of the Site for the purposes of section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation (“**OPDC**”) is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act.
- (C) The Owner is the owner of the freehold interest in the Site as is registered at the Land Registry with title number [●].
- (D) The Mortgagee has the benefit of a registered charge dated [●] against title number [●].
- (E) The Owner submitted the Planning Application to OPDC.
- (F) At meetings of its planning committee on [●] OPDC resolved to grant the Planning Permission subject to the Owner entering into the S106 Agreement and securing obligations to restrict Occupiers of the Site from holding Parking Permits, without which the Planning Permission would not be granted.
- (G) The S106 Agreement has been entered into and the Planning Permission has been granted.
- (H) This Undertaking is being given to satisfy the requirements of paragraph 5 of Schedule 9 of the S106 Agreement.

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Undertaking the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:-

| | |
|-----------------------|--|
| “ 1974 Act ” | means the Greater London Council (General Powers) Act 1974 |
| “ 1990 Act ” | means the Town and Country Planning Act 1990 |
| “ Blue Badge ” | means a disabled parking badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 |

| | |
|-------------------------------|--|
| “Commencement” | means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: ground investigations for assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works requires to be undertaken to discharge pre-commencement conditions on the Planning Permission) and “Commenced” shall be construed accordingly |
| “Commencement Date” | means the date upon which the Development is Commenced |
| “CPZ” | means any controlled parking zone enforced by the Council from time to time |
| “Development” | means demolition of existing hotel and redevelopment of the site through construction of two buildings including lower ground floor and basement, comprising student accommodation (sui generis) (Phase 1), residential units (use class C3) (Phase 2), and ground/lower ground floor commercial / retail units (Use Class E) fronting North Acton Station Square and Victoria Road; and associated works of amenity space, public realm, landscaping and other works associated with the development |
| "Non-Residential Unit" | means a unit of non-residential floorspace comprised within the Development |
| “Occupation” | means the occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and “Occupier” shall be construed accordingly |
| “Parking Permit” | means a permit issued or to be issued in the future by the Council to an Occupier of a Residential Unit or Non-Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ |
| “Planning Application” | means the application for full planning permission submitted to OPDC for the Development and allocated reference number 23/0051/FUMOPDC |
| “Planning Permission” | means the planning permission for the Development granted by OPDC on [●] and bearing reference number [●] and shall include any amended, varied or replacement permission granted pursuant to section 96A or section 73 of the 1990 Act from time to time |
| “Residential Unit” | means a unit of residential accommodation comprised within the Development and falling within Use Class C3 |

| | |
|-------------------------|--|
| “S106 Agreement” | means the agreement dated [●] and made pursuant to section 106 of the 1990 Act in respect of the Planning Permission between (1) OPDC, (2) the Owner and (3) the Mortgagee |
| “Site” | means the land at 152 Victoria Road, London W3 6UL as shown edged [red] on the plan annexed to this Undertaking the freehold interest in which is owned by the Owner under title numbers [X] |
| “Use Classes” | shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987 |
| “Working Day” | means any day of the week other than Saturday, Sunday or any bank holiday. |

- 1.2 Where in this Undertaking reference is made to a Clause paragraph Schedule Recital Plan Annex or Appendix such reference (unless the context otherwise requires) is a reference to a Clause paragraph Schedule or recital in this Undertaking or to a plan annex or appendix attached to this Undertaking.
- 1.3 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.
- 1.4 References in this Undertaking to the Owner shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the Council shall include reference to any successor body exercising any of the powers currently vested in Council in relation to this Undertaking.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Undertaking) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.10 The word “including” 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.
- 1.11 The Clause and paragraph headings in the body of this Undertaking and in the Schedules hereto do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.

2. LEGAL EFFECT

- 2.1 This Undertaking is made pursuant to section 16 of the 1974 Act and will come into effect on the date hereof, save for Clause 3 which shall come into force upon the Commencement Date.
- 2.2 The covenants undertakings restrictions and requirements imposed upon the Owner under this Undertaking create obligations pursuant to section 16 of the 1974 Act which are enforceable by the Council as local authority against the Owner and the Owner's successors in title and assigns.
- 2.3 Insofar as any provisions in this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 2.4 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, terms or conditions or from acting upon any subsequent breach or default.
- 2.5 The covenants, undertakings, restrictions and obligations herein shall be enforceable without any limit of time against the Owner and its respective successors in title and assigns or any person claiming title through or under the Owner to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3. THE OWNER'S COVENANTS

The Owner hereby covenants with the Council to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in the Schedule to this Undertaking.

4. OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING

The Owner hereby warrants that it has full power to enter into this Undertaking and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

5. FURTHER TERMS

- 5.1 The covenants and undertakings in this Undertaking shall be registered by the Council as local land charges for the purposes of the Local Land Charges Act 1975.
- 5.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

6. NOTICE PROVISIONS

- 6.1 The Owner shall give the Council written notice of Commencement no later than 10 (ten) Working Days after the Commencement Date.
- 6.2 The Owner shall give the Council written notice of any change in ownership of any freehold or leasehold interest in the Site no later than 10 (ten) Working Days after such change in ownership and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).
- 6.3 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Undertaking shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered

by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

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

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

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

6.4.1 in the case of the Council, to [REDACTED], bearing the reference [REDACTED];

6.4.2 in the case of the Owner, to [REDACTED]; and

6.4.3 in the case of the Mortgagee, [REDACTED]

7. **REVOCAION**

This Undertaking shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission shall be quashed, modified (without the consent of the Owner) or revoked or if the Planning Permission shall expire prior to Commencement of the Development.

8. **LIABILITY UNDER THIS UNDERTAKING**

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

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

8.1.2 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.

9. **DISPUTE RESOLUTION**

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

9.2 Failing the resolution of any such Dispute within the said 20 (twenty) Working Days or within such other period as may be specified in this Undertaking in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this Clause 9 on the reference of any of the parties to the Dispute.

9.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least 10 (ten) years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of 10 (ten) Working Days following a failure of the parties to resolve the Dispute within the period set out in Clause 9.1, then any party may request:-

- 9.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
- 9.3.2 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; and
- 9.3.3 in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 If the Dispute shall relate to matters falling within two or more of Clauses 9.3.1 to 9.3.3 (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 9.3.1 to 9.3.3 (inclusive) to act as joint Experts.
- 9.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 9.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 (thirty) Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 9.7.1 he shall call for representations from all parties with 10 (ten) Working Days of a reference to him under this Undertaking and shall require the parties to exchange representations within this period;
- 9.7.2 he shall allow the parties 10 (ten) Working Days from the expiry of the 10 (ten) Working Days period referred to in Clause 9.7.1 to make counter-representations;
- 9.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
- 9.7.4 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;
- 9.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
- 9.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 9.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

10. **GOVERNING LAW**

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

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

It is hereby declared that none of the terms of this Undertaking shall be construed as being enforceable by any third party (other than OPDC) pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. **MORTGAGEE'S CONSENT**

12.1 The Mortgagee acknowledges and declares that:-

12.1.1 this Undertaking has been entered into by the Owner with its consent;

12.1.2 the Site shall be bound by the obligations contained in this Undertaking; and

12.1.3 the security of the Mortgagee over the Site shall take effect subject to this Undertaking.

12.2 The Parties agree that the Mortgagee will only be liable for any breach of the provisions of this Deed during such period as it is a mortgagee in possession of the whole or any part of the Site when it becomes bound by the obligations as if it were a person deriving title from the Owner. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Site save for any prior breach for which it shall continue to be liable.

IN WITNESS whereof this undertaking has been executed as a deed on the date first above written.

SITE PLAN

SCHEDULE

OWNER'S COVENANTS – PERMIT FREE

The Owner covenants with the Council:

13. Not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit or Non-Residential Unit (other than a Blue Badge holder) to apply for a Parking Permit for any CPZ in the Council's area and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council in writing immediately thereafter.
14. That all material utilised for advertising or marketing each and every individual Residential Unit with the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge holder) will be issued by the Council for any Residential Unit.
15. That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Residential Units, the following covenants will be imposed (or a covenant of substantially the same nature) in respect of any transfer, tenancy agreement, licence or other instrument entitling Occupation of the Residential Unit:

“the [transferee/lessee] for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the [transferor/lessor] and separately with the [Council] (the “Council”) and Old Oak and Park Royal Development Corporation (the “OPDC”) that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for any resident’s parking permit (save for a disabled person’s “blue badge” issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was in force on or before [insert date of s106 Agreement] (being the date of an agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) the OPDC, (2) [●] and (3) [●], in respect of a planning permission granted by OPDC under reference [●])) and if such a permit is issued then it shall be surrendered within seven days of written request to do so from the Council and this covenant shall also be enforceable by OPDC under section 1 of the Contracts (Rights of Third Parties) Act 1999”.

16. Upon receiving written request from Council, to provide the Council with such evidence as the Council may reasonably require to demonstrate compliance with this schedule.

Certificate Of Completion

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 Subject: Complete with Docusign: Holiday Inn Express - S106 Agreement (Engrossment).pdf
 Source Envelope:
 Document Pages: 153
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed
 Envelope Originator:
 Liz Lock
 30 Crown Place
 Earl Street
 City of London, LONDON EC2A 4ES
 Liz.Lock@pinsentmasons.com
 IP Address: 31.221.96.100

Record Tracking

Status: Original
 3/25/2026 6:06:50 PM

Holder: Liz Lock
 Liz.Lock@pinsentmasons.com

Location: DocuSign

Signer Events

Daniel Ria
 dan.ria@pinsentmasons.com
 Security Level: Email, Account Authentication (None)

Signature

Completed
 Using IP Address: 193.240.181.194

Timestamp

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 Signed: 3/25/2026 6:25:13 PM

Electronic Record and Signature Disclosure: Not Offered via Docusign

Claire O'Brien
 claire.obrien@opdc.london.gov.uk
 Head of Planning - Development Management
 Old Oak and Park Royal Development Corporation
 Security Level: Email, Account Authentication (None)

Signed by:

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Electronic Record and Signature Disclosure: Not Offered via Docusign

Emma Williamson
 emma.williamson@opdc.london.gov.uk
 Director of Planning
 Old Oak and Park Royal Development Corporation
 Security Level: Email, Account Authentication (None)

Signed by:

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Electronic Record and Signature Disclosure: Not Offered via Docusign

Joshua Kendal
 Joshua.Kendal@zedra.com
 Authorised Signatory
 Zedra Directors (Guernsey) Limited
 Security Level: Email, Account Authentication (None)

Signed by:

 FC86031F05884B4...

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Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure: Not Offered via Docusign

| Signer Events | Signature | Timestamp |
|--|--|--|
| Terrie Lee Gontier TerrieLee.Gontier@zedra.com Trust Manager Zedra Corporate Officers (Guemsey) Ltd Security Level: Email, Account Authentication (None) |  Signature Adoption: Uploaded Signature Image Using IP Address: 147.161.144.167 | Sent: 3/27/2026 4:29:31 PM Viewed: 3/27/2026 5:08:22 PM Signed: 3/27/2026 5:09:30 PM |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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| In Person Signer Events | Signature | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| | | |
|---|---|----------------------------|
| Henry Jeffrey Henry.Jeffrey@dlapiper.com Security Level: Email, Account Authentication (None) | <div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div> | Sent: 3/25/2026 6:25:24 PM |
|---|---|----------------------------|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 3/25/2026 6:19:49 PM |
| Envelope Updated | Security Checked | 3/25/2026 7:00:01 PM |
| Envelope Updated | Security Checked | 3/25/2026 7:00:01 PM |
| Envelope Updated | Security Checked | 3/25/2026 7:00:01 PM |
| Envelope Updated | Security Checked | 3/25/2026 7:00:01 PM |
| Envelope Updated | Security Checked | 3/25/2026 7:00:01 PM |
| Certified Delivered | Security Checked | 3/27/2026 5:10:11 PM |
| Signing Complete | Security Checked | 3/31/2026 3:14:48 PM |
| Completed | Security Checked | 3/31/2026 3:14:48 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|