

Dated 4th September 2026

**OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION**

(1)

AND

BEAM UK PARK ROYAL PROPCO LIMITED

(2)

DEED OF AGREEMENT

**Under Section 106 of the Town and Country
Planning Act 1990 and all other powers
enabling relating to 12 Waxlow Road, London,
NW10 7NU**

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THIS DEED OF AGREEMENT is made on 4th September 2026

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of 1st Floor, 6-8 Victoria Road, North Acton, London, W3 6FF (the "OPDC");
- (2) **BEAM UK PARK ROYAL PROPCO LIMITED** (incorporated and registered in England and Wales under registered number 13757304) of 50 New Bond Street, London, W1S 1BJ (the "Owner"); and

WHEREAS:

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner (previously known as GLP Waxlow Road Limited) is the owner of a freehold interest in the Site as is registered at the Land Registry with title number NGL765402.
- (C) The Owner submitted the Planning Application to the OPDC. The Planning Application was validated by OPDC on 9 January 2026.
- (D) A previous planning permission was issued by the Council for the Site on 9 November 2023 with reference 23/0015/FUMOPDC. This planning permission has not been implemented.
- (E) OPDC has resolved to grant the Planning Permission subject to the completion of this Deed.
- (F) Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of Section 106 of the 1990 Act and all other enabling powers.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

1980 Act	the Highways Act 1980;
1990 Act	the Town and Country Planning Act 1990;
2011 Act	the Localism Act 2011;
BCIS Index	the Building Cost Information Service All-in Tender Price Index published by the Royal Institute of Chartered Surveyors 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
Borough	LBE, LBHF and LBB and "Borough" shall be construed accordingly;
Commencement	the carrying out of a material operation (as defined in Section 56(4) of the 1990 Act) or the service of a notice upon OPDC that a material operation is about to be carried out, whichever is earlier, but for the purposes of this Deed shall not include the carrying out

of any Excluded Works and "**Commence**" and "**Commenced**" shall be construed accordingly;

Development	Development comprising the demolition of the existing warehouse unit and the erection of an industrial/warehouse building with ancillary office space (Use Classes B2 and/or B8), a flexible commercial unit (Class E), landscaping, car parking, servicing and access arrangements;
Excluded Works	works of demolition, site or soil investigations, archaeological investigation, decontamination and any remedial work in respect of decontamination or other adverse ground conditions, site clearance, the erection of hoardings or other means of enclosure for site security operations or the erection of temporary buildings structures and/or facilities associated with the Development and site preparation works (including any enabling works, the diversion and/or laying of services, creation of temporary access and any underpinning of third party walls);
Expert	has the meaning given in clause 20.3;
First Occupation	first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly;
GLA	the Greater London Authority or any successor in statutory function;
Implementation	the carrying out of the first material operation (as defined in Section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon 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	(a) for the Affordable Workspace Contribution and the Carbon Offset Contribution, the BCIS Index (b) for the Monitoring Contribution, the Travel Plan Monitoring Contributions, the Construction Management Contribution, the Construction Employment Placement Default Contribution, the Construction Trade Apprentice Default Contribution, the Operational Employment Placement Default Contribution, the Employment, Training and Skills Contribution and the Design Monitoring Costs, the RPI Index;
Index Linked	subject to indexation in accordance with clause 18;
Interests	interest at a rate of 4% per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;
LBB	the London Borough of Brent;
LBE	the London Borough of Ealing;
LBHF	the London Borough of Hammersmith and Fulham;

London Plan	the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time;
Monitoring Contribution	the sum of £14,750 (Fourteen Thousand Seven Hundred and Fifty Pounds) (Index Linked) payable by the Owner to OPDC towards the costs of OPDC monitoring the obligations in this Deed;
Occupation	the occupation and/ or use 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, security, fitting out, decoration, commissioning, marketing or display and " Occupy ", " Occupying ", " Occupation Date ", " Occupier " and " Occupied " shall be construed accordingly;
Parties	the parties to this Deed;
Plan 1	a plan attached to this Deed at Appendix 1 marked Plan 1 showing the Site;
Plan 2	a plan attached to this Deed at Appendix 1 marked Plan 2 showing the Green Infrastructure;
Plan 3	a plan attached to this Deed at Appendix 1 marked Plan 3 showing the Highway Reinstatement Area;
Planning Application	the application for full planning permission for the Development submitted to OPDC and allocated reference number 26/0007/FUMOPDC;
Planning Permission	the planning permission granted pursuant to the Planning Application a draft of the decision notice of which is annexed hereto at Appendix 2;
Practical Completion	the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof (for the avoidance of doubt not including the fitting out of the Development or the installation of plant) and " Practically Complete " and " Practically Completed " shall be construed accordingly;
RPI Index	the All Items Index of Retail Prices published by the Office for National Statistics or if the index is no longer published or is unavailable for use such alternative comparable basis for indexation as notified in writing by OPDC;
Site	the land and buildings at 12 Waxlow Road, London, NW10 7NU as shown edged red on Plan 1;
Varied Planning Permission	any planning permission(s) issued to amend, vary or replace the Planning Permission granted pursuant to Section 73 or (once in force) 73B of the 1990 Act from time to time; and
Working Day	any day of the week other than Saturday, Sunday, any bank holiday and any public holiday.

- 1.2 The Interpretation Act 1978 shall apply to this Deed.
- 1.3 Where referenced in this Deed reference to a clause paragraph schedule Recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or Recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.4 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.5 The table of contents, clause headings in the body of this Deed, paragraph headings in the schedules and the titles of plans are for reference purposes only and do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.6 References in this Deed to the Owner shall include reference to their respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.7 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.8 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.9 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.10 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Implementation, Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.11 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.12 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.13 References to the Site include any part of it.
- 1.14 Any notice, notification, consent, approval, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same.
- 1.15 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, the Owner shall within 20 Working Days upon written request by OPDC provide reasonable evidence in documentary form of the steps taken to achieve such outcome.
- 1.16 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2 LEGAL BASIS

2.1 This Deed is made pursuant to:

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

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

3 NATURE OF OBLIGATIONS

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

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

4 CONDITIONAL AGREEMENT

This Deed is conditional upon Implementation of the Planning Permission, save in respect of clauses 1 to 4 and 7.1, 8.1, 10, 12.1(a), 13 to 23 and Schedules 6 paragraph 1.1(a) and 7 paragraph 2.1 which shall come into effect immediately upon completion of this Deed.

5 OBLIGATIONS GIVEN BY THE OWNER

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

6 OBLIGATIONS OF THE OPDC

6.1 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 Subject to clause 6.4 below, 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 below, in the event OPDC has not spent, entered into a commitment to spend or allocated by way of a proper allocation for expenditure which has been approved by an OPDC officer or committee with the requisite authority, any sums received from the Owner under the terms of this Deed 10 years after being received by OPDC, following receipt of a written request from the Owner, OPDC shall repay to the Owner (here meaning either the person who paid the financial contribution or relevant part thereof or the Owner from time to time) within 40 Working Days of such request the relevant sums or relevant part thereof that remains unspent with accrued interest (if any).

- 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 clause 6.2 shall cease to apply in respect of those monies and such monies shall be deemed to have been spent for the purposes of clause 6.3.

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:

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

- 7.3 The Owner covenants with OPDC that:

- (a) unless otherwise agreed by OPDC in writing, on the first anniversary of the date on which Commencement occurred and every six months thereafter until the Occupation of the Development pursuant to the Planning Permission the Owner shall provide a monitoring report to OPDC ("**Regular Monitoring Report**") which shall set out the details of progress in relation to each of the obligations contained in this Deed and the Owner shall provide a final Regular Monitoring Report within 20 Working Days of Occupation of the Development.
- (b) within 15 Working Days of service of each Regular Monitoring Report on OPDC (or such later date as may either be proposed by the Owner in writing and approved by OPDC or as may be imposed by OPDC and notified in writing to the Owner) the Owner and OPDC shall meet to discuss any defaults in performance as identified by the Regular Monitoring Report and will agree forthwith such remedial action as may be required PROVIDED THAT where the Regular Monitoring Report does not identify any defaults in performance such a meeting shall not be required to be convened and FURTHER PROVIDED THAT the OPDC may agree at any time that a meeting is not required to be convened.

- 7.4 The Owner covenants with 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 they are the freehold owner of the Site and have 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 interests in the Site or part thereof occurring before all the obligations under this Deed

have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the Disposal relates.

9 NO ENCUMBRANCES

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

10 REGISTRATION

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

11 RIGHT OF ACCESS

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

12 OWNER TO NOTIFY THE OPDC

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

- (d) the actual Commencement Date, within five Working Days of such actual date;
- (e) the intended date of Occupation, at least one month prior to such intended date;
- (f) the actual date of Occupation, within five Working Days of such actual date;
- (g) the intended date for Practical Completion of the Development, at least 6 months prior to such intended date;
- (h) the actual date of Practical Completion of the Development, within five Working Days of such actual date.

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

13 NOTICES

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

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

(a) **The OPDC**

Director of Planning, 1st Floor, 6-8 Victoria Road, North Acton, London, W3 6FF.
Email: planningapplications@opdc.london.gov.uk.

(b) **The Owner**

Head of Development, BEAM UK Park Royal PropCo Limited, 10th floor, 30 St Mary Axe, London EC3A 8BF

Email: stevens@sunrise-re.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 number 26/0007/FUMOPDC.

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

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

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 6 July 2026 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 applicable Index as at 6 July 2026 and as at the date of each payment respectively (PROVIDED THAT for the avoidance of doubt such indexation shall be upwards only such that indexation pursuant to this clause shall never result in a sum or value being less than the amount set out in this Deed).

19 LIABILITY UNDER THE DEED

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

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
- (b) which occurs after they have parted with their entire interest in the Site (or their interest in that part of the Site on which the breach occurs) save for any prior breach for which they shall continue to be liable.

19.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against:

- (a) with the exception of compliance with paragraph 2.3, 4 and 5 of Schedule 2 (Framework Travel Plan), paragraph 3.2 of Schedule 3 (Green Infrastructure) and paragraphs 8, 9 and 10 of Schedule 5 (Employment, Training and Skills), any individual Occupier of the Development where compliance with these obligations is reasonable given the extent of the Occupier's demised premises and any rights they have over the remainder of the Site;

- (b) any Statutory Undertaker; or
- (c) 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 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.

20 DISPUTES

- 20.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "Dispute") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 20.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 20 on the reference of any of the parties to the Dispute.
- 20.3 The Dispute shall be referred to the decision of an independent expert (the "Expert") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 20.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
 - (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
 - (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
 - (e) if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; and
 - (f) in all other cases, the President of the Law Society to nominate the Expert.
- 20.4 If the Dispute shall relate to matters falling within two or more of clauses 20.3(a) to 20.3(f) (inclusive), the parties may agree to appoint Experts in respect of all such relevant matters and in the event that the parties are unable to agree whom should be appointed as joint Experts, then the relevant determining person for each of the relevant disciplines falling within the descriptions of clauses 20.3(a) to 20.3(f) in respect of which there is not agreement on the identity of the Expert shall nominate the relevant Expert for that discipline and all such Experts in relation to any dispute shall act as joint Experts in relation to the Dispute.
- 20.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties (in the absence of manifest error).

- 20.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that they reach their decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than 30 Working Days from the date of their appointment to act and that the Expert is to have particular regard to the 1990 Act in reaching their decision.
- 20.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) they shall call for representations from all parties within ten Working Days of their appointment under this Deed and shall require the parties to provide and to exchange representations within this period;
 - (b) they shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 20.7(a) to make counter representations and shall require the parties to provide and to exchange counter representations (if any) within this period;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) they shall provide the parties with a written decision (including their reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) they shall be entitled to call for such independent expert advice as they shall think fit; and
 - (f) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in their award.
- 20.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

21 MISCELLANEOUS PROVISIONS

- 21.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Deed.
- 21.2 Without prejudice to the terms of this Deed and the obligations imposed on the Owner herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or a Varied Planning Permission) granted after the date of this Deed.
- 21.3 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
 - (b) is quashed, revoked or (without the consent of the Owner) modified.
- 21.4 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court PROVIDED THAT any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.

- 21.5 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.
- 21.6 No variation to this Deed shall be effective unless made by deed.
- 21.7 All interest earned on sums paid to OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.
- 21.8 Nothing in this Deed shall imply any obligations on the part of OPDC to any person to ensure that the Development is properly constructed.
- 21.9 If OPDC agrees pursuant to a Varied Planning Permission to any variation or release of any condition contained in the Planning Permission (or if any such condition is varied or released following an appeal under Section 78 of the 1990 Act) the covenants and provisions of this Deed shall be deemed to bind the Varied Planning Permission and to apply in equal terms to the Varied Planning Permission save where OPDC in their determination of such an application for a Varied Planning Permission indicate that consequential amendments are required to this Deed to reflect the impact of the Section 73 application and in such circumstances a separate deed pursuant to Section 106 and or Section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Varied Planning Permission.

22 GOVERNING LAW

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

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

SCHEDULE 1

TRANSPORT MANAGEMENT AND HIGHWAYS

1 DEFINITIONS

Highway Agreement	an agreement entered into with the Highway Authority pursuant to Section 278 of the 1980 Act;
Highway Authority	LBB;
Highway Reinstatement Area	the highway, cycle lanes and footways as shown on Plan 3;
Highway Reinstatement Works	works of repair and reinstatement of the public highway, including any footpaths and cycle lanes, within the Highway Reinstatement Area so as to repair and/or reinstate them to at least the same condition and standards as shown in the Schedule of Highway Condition approved by OPDC pursuant to paragraph 2.1(b) of this Schedule 1;
Highway Works	means the highway works to be carried out in the area shaded on Plan 3 (and, in the case of the Highway Reinstatement Works only, in the Highway Reinstatement Area) and which include:- (a) footway resurfacing; (b) footway modification; (c) ensuring pedestrian priority over the vehicle crossover point into the service yard, providing a consistent pallet of materials along the public footway and a level crossing point for pedestrians that meets accessibility guidance standards;
Necessary Consents	requisite consents, approvals, orders, agreements, authorisations, licences and permissions as may be required by law or otherwise in order to lawfully complete the Highways Reinstatement Works;
Schedule of Highway Condition	a schedule of condition relating to the highways (including any cycle lanes) and footways within the Highway Reinstatement Area which shall include but not be limited to: (a) the line and level of footways and carriageways (including any cycle lanes); and (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages).

2 HIGHWAY REINSTATEMENT WORKS

2.1 The Owner shall:

- (a) prior to Commencement of the Development submit an initial Schedule of Highway Condition to OPDC (in consultation with the Highway Authority) for written approval; and
- (b) not Commence the Development until the OPDC (in consultation with the Highway Authority) has approved the initial Schedule of Highway Condition in writing.

- 2.2 Within 20 Working Days of Practical Completion of the Development (or the date at which works in respect of the Development have reached a stage where further works will not adversely affect the Highway Reinstatement Area), the Owner shall give written notification of such fact to OPDC together with the following information for written approval:
- (a) a further Schedule of Highway Condition; and
 - (b) to the extent necessary, a proposed specification and programme for the Highway Reinstatement Works.
- 2.3 Following written approval of the information submitted for approval in accordance with paragraphs 2.2(a) and 2.2(b) by OPDC, the Owner shall:
- (a) unless otherwise agreed with OPDC, obtain all Necessary Consents in respect of the Highway Reinstatement Works and enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Reinstatement Works on the adopted highway; and
 - (b) thereafter carry out the Highway Reinstatement Works in accordance with the Necessary Consents and the approved specification and approved programme referred to in 2.2(a) and 2.2(b) and any Highway Agreement(s).
- 2.4 Unless otherwise agreed with OPDC, the Owner shall not permit Occupation of the Development until:
- (a) the information submitted for approval in accordance with paragraphs 2.2(a) and 2.2(b) has been approved in writing by OPDC;
 - (b) the Owner has obtained all Necessary Consents in respect of the Highway Reinstatement Works and entered into a Highway Agreement(s) in respect of the approved Highway Reinstatement Works on the adopted highway in accordance with paragraph 2.3(a); and
- 2.5 The Owner shall consult with the Highway Authority in respect of the approval of the information required to be submitted pursuant to this paragraph and shall provide details of the Highway Authority's responses to OPDC when submitting those details for approval.

3 HIGHWAY WORKS

- 3.1 Prior to Commencement of the Development the Owner shall give OPDC the following information for written approval:
- (a) a proposed specification for the Highway Works (other than in respect of the Highway Reinstatement Works to the Highway Reinstatement Area); and
 - (b) a proposed programme for the Highway Works.
- 3.2 Following written approval of the information submitted for approval in accordance with paragraphs 3.1(a) and 3.1(b) of this Schedule by OPDC, the Owner shall:
- (a) unless otherwise agreed with OPDC, enter into a Highway Agreement(s) with the Highway Authority in respect of the Highway Works; and
 - (b) thereafter carry out the Highway Works in accordance with the Highway Agreement.
- 3.3 Unless otherwise agreed with OPDC the Owner shall not permit Occupation of the Development unless and until:

- (a) the information submitted for approval in accordance with paragraphs 3.1(a) and 3.1(b) of this Schedule have been approved in writing by OPDC;
- (b) the Owner has entered into a Highway Agreement in respect of the approved Highway Works in accordance with paragraph 3.2(a) of this Schedule; and
- (c) the Owner has Practically Completed the Highway Works in accordance with the Highway Agreement.

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

SCHEDULE 2

FRAMEWORK TRAVEL PLAN

1 DEFINITIONS

Framework Travel Plan	the travel plan for the Development, to be submitted to the OPDC for approval pursuant to paragraph 2.1 of this Schedule which shall: (a) promote sustainable modes of transport and discourage use of single car occupancy by occupiers, employees and visitors to the Development; (b) include the information and measures set out at paragraph 3 of this Schedule; and (c) be in accordance with and expand upon the travel plan submitted with the Planning Application dated 12 March 2026;
Modal Split Targets	the modal split targets identified in the approved Framework Travel Plan;
Sustainable Transport Measures	measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
Travel Plan Monitoring	monitoring of the approved Framework Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked; (b) monitoring of the usage of the car parking which is available for use in the Development; and (c) monitoring of the usage of cycle parking facilities by Occupiers of, visitors to, and employees of, the Development;
Travel Plan Monitoring Period	from First Occupation until five years after First Occupation of the Development;
Travel Plan Monitoring Officer	a person appointed by the Owner to monitor and promote the success in meeting the targets set out in the Framework Travel Plan;
Travel Plan Monitoring Report	a report setting out the data and information gathered as part of the Travel Plan Monitoring undertaken since the date of:

- (a) First Occupation of the Development (in the case of the first such report); or
- (b) the previous Travel Plan Monitoring Report (in the case of subsequent reports);

and such report shall include:

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

2 SUBMISSION OF THE FRAMEWORK TRAVEL PLAN

2.1 No later than six months prior to First Occupation of the Development the Owner shall:

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

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

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

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

3 CONTENTS OF THE FRAMEWORK TRAVEL PLAN

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

- (a) 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>;
- (b) contain clear commitments to and measures aimed at:
 - (i) providing and promoting public transport information (for example, maps, routes and timetables);
 - (ii) positively influencing the travel behaviour of employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking within the Site;
 - (iii) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and setting out measures for providing additional cycle parking spaces should further demand arise; and
 - (iv) encouraging taxi pooling or other methods to reduce taxi trips;
- (c) provide objectives and targets over the life of the Framework Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport;
- (d) set out how monitoring travel surveys will be undertaken;
- (e) contain proposals for monitoring compliance with the Framework Travel Plan and achievement of the objectives and targets; and
- (f) set out a clear process for review, consultation and approval of changes (and specifically targets) with OPDC.

4 REVIEW OF THE FRAMEWORK TRAVEL PLAN

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

5 MODAL SPLIT TARGETS

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

6 TRAVEL PLAN MONITORING CONTRIBUTIONS

6.1 The Owner shall:

- (a) pay £1,000 (One Thousand Pounds) (Index Linked) to the OPDC prior to Occupation of the Development;
- (b) pay £1,000 (One Thousand Pounds) (Index Linked) to the OPDC prior to the third anniversary of Occupation of the Development; and
- (c) pay £1,000 (One Thousand Pounds) (Index Linked) to the OPDC prior to the fifth anniversary of Occupation of the Development;

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

SCHEDULE 3

GREEN INFRASTRUCTURE

1 DEFINITIONS

Biodiversity Gain Plan	the Biodiversity Gain Plan to be submitted in accordance with condition 28 of the Planning Permission or any condition(s) which amends, replaces or has equivalent effect thereto;
Green Infrastructure	the soft landscaping and urban greening measures on the land shown shaded green on Plan 2 within the Site in accordance with details to be submitted and approved in writing by OPDC pursuant to the provisions of this schedule;
Green Infrastructure Strategy and Management Plan	a detailed plan for the delivery and layout of the Green Infrastructure which shall be prepared in accordance with the Biodiversity Gain Plan and contain at least the following information: (a) the location, phasing, quantum, access and function of Green Infrastructure including details of the buildings that are to be served by the Green Infrastructure; (b) the hard and soft landscaping features of the Green Infrastructure, including the design, specification, landscaping and boundary treatments and details of any equipment for the Green Infrastructure; and (c) the specification of the Green Infrastructure including details of how the proposals provide a range of benefits, including urban cooling, air quality enhancement, surface water management, biodiversity, noise mitigation, healthy lifestyles, recreation and amenity and cycling and walking; (d) details of how the proposal's Green Infrastructure provision contributes to and fits in with the wider area-wide green infrastructure network; (e) details of the quality of green infrastructure provision in terms of its Urban Greening Factor score; and (f) details of the programme for delivery of the Green Infrastructure
Habitat Management and Monitoring Plan (HMMP)	a plan for the on-going management and maintenance of habitat areas within the Green Infrastructure and which includes: (a) a non-technical summary; (b) the roles and responsibilities of the people or organisation(s) delivering the HMMP; (c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net

gain in accordance with the approved Biodiversity Gain Plan;

- (d) the management measures to maintain the habitat areas within the Green Infrastructure in accordance with the approved Biodiversity Gain Plan 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;

Management and Maintenance Plan

a plan for the ongoing operation, management and maintenance of the Green Infrastructure which shall be prepared in accordance with the Biodiversity Gain Plan and include a HMMP and which shall otherwise set out:

- (a) full details of the permanent operation, management and maintenance specifications for the Green Infrastructure, including frequency of inspections and maintenance and standard of maintenance and repair to be achieved and maintained;
- (b) measures to replace any trees, shrubs, grass or other plants (for the lifetime of the Development) which may die or become diseased.

2 PROVISION OF GREEN INFRASTRUCTURE

- 2.1 The Owner shall submit a Green Infrastructure Strategy and Management Plan to OPDC for approval prior to the Commencement of the Development and shall not Commence the Development until the Green Infrastructure Strategy and Management Plan has been submitted to and approved by OPDC.
- 2.2 The Owner shall Practically Complete the Green Infrastructure in strict accordance with the approved Green Infrastructure Strategy and Management Plan (as may be amended from time to time with the approval of OPDC) to OPDC's satisfaction and make available the Green Infrastructure in accordance with the programme in the relevant approved Green Infrastructure Strategy and Management Plan (as may be amended from time to time with the approval of OPDC) and shall not Occupy the Development until the Green Infrastructure has been Practically Completed and ready for use.

3 MANAGEMENT AND MAINTENANCE OF GREEN INFRASTRUCTURE

- 3.1 The Owner shall submit a Management and Maintenance Plan to OPDC for approval prior to the Occupation of the Development and shall not Occupy the Development, until the Management and Maintenance Plan has been submitted to and approved by OPDC.
- 3.2 The Owner shall operate, manage and maintain or procure the operation, management and maintenance of the Green Infrastructure in accordance with the approved Management and Maintenance Plan (as may be amended from time to time with the approval of OPDC) for the lifetime of the Development and which shall include the management and maintenance of the habitat areas within the Green Infrastructure for a period of not less than 30 years from the date of their practical completion.

SCHEDULE 4

CODE OF CONSTRUCTION PRACTICE

1 DEFINITIONS

Construction Management Contribution	the sum of £33,564 (Thirty Three Thousand Five Hundred and Sixty Four Pounds) (Index Linked) towards the cost of OPDC's comprehensive construction management and monitoring of development construction within the area;
Construction Management Plan	a plan to be submitted by the Owner to OPDC in accordance with this Schedule and which shall ensure compliance with OPDC's Code of Construction Practice, relevant Transport for London guidance and Construction Logistics and Community Safety standards and which shall be prepared in consultation with local stakeholders (including residents, businesses and interest groups in the vicinity of the Site) and which shall tie in with the Construction and Environmental Management Plan (CEMP) secured by planning condition 4 or any condition(s) which amends, replaces or has equivalent effect thereto;
Construction Transport Management Group	the OPDC's Construction Transport Management Group set up to ensure co-ordinated construction activity in the area.

2 CODE OF CONSTRUCTION PRACTICE

The Owner covenants to OPDC that the Owner shall:

- 2.1 submit the Construction Management Plan to OPDC for approval prior to the Commencement of the Development;
- 2.2 not Commence any part of the Development until the Construction Management Plan has been approved by OPDC pursuant to paragraph 2.1 of this Schedule; and
- 2.3 thereafter, comply with and implement the approved Construction Management Plan during the construction of the Development.

3 CONSTRUCTION MANAGEMENT CONTRIBUTION

The Owner covenants to OPDC that the Owner shall:

- 3.1 pay the Construction Management Contribution to OPDC prior to the Commencement of Development; and
- 3.2 not Commence any part of the Development unless and until the Construction Management Contribution has been paid in full to OPDC pursuant to paragraph 3.1 of this Schedule.

4 CONSTRUCTION TRANSPORT GROUP

The Owner covenants to OPDC that the Owner shall participate in or shall procure that the Owner's appointed contractor participates in the Construction Transport Management Group during the construction of the Development.

SCHEDULE 5

EMPLOYMENT, TRAINING AND SKILLS

1 DEFINITIONS

Affordable Workspace Contribution	the sum of £511,682.40 (Five Hundred and Eleven Thousand and Six Hundred and Eighty Two Pounds and Forty Pence) (Index Linked) to be paid by the Owner to OPDC and to be applied by OPDC towards the provision of local affordable workspaces;
Build Costs	the build costs comprising costs associated with construction of the Development (excluding fitting out) 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; and (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;
Construction Employment Placement Default Contribution	the sum of £25,000 (Twenty Five Thousand Pounds) (Index Linked) per Other Pathways to Employment placement to be paid to OPDC in lieu of provision of each Other Pathways to Employment placement during the construction phase as required by paragraph 6 of this Schedule;
Construction Period	the period from the Implementation to the date of Practical Completion and the fitting out of the Development;
Construction Trade Apprentice Default Contribution	the sum of £30,000 (Thirty Thousand Pounds) (Index Linked) per construction trade apprentice to be paid by the Owner to OPDC in lieu of provision of each construction trade apprenticeship as required by paragraph 5 of this Schedule;
Employment, Training and Skills Contribution	the sum of £82,250 (Eighty Two Thousand Two Hundred and Fifty Pounds) (Index Linked) to be paid to OPDC to be applied to support OPDC's employment, training and skills and local supply chain initiatives;
Jobs and Employment Monitoring Report	a report setting out the Development's progress towards achievement of the targets and results of the initiatives set out in the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) and Local Labour,

**Local Labour, Skills and
Employment Strategy and
Management Plan
(Construction Phase)**

Skills and Employment Strategy and Management Plan
(Operational Phase), as applicable;

a plan setting out the written strategy and management of local labour, skills and employment opportunities for Site during the Construction Period, which sets out:

- (a) commitments related to local labour, skills/training and local supply chains including employment periods and strategies to aim to deliver the following targets:
 - (i) 9 apprenticeships (at least 50% of which must be a new apprenticeship) and 8 Other Pathways to Employment during the Construction Period; and
 - (ii) 10% of Build Costs to be spent on Local Businesses during the Construction Period;
 - (iii) such targets (and/or the duration of the apprenticeships and Other Pathways to Employment) may be reviewed if the Owner can demonstrate to OPDC that it is not possible to provide them during the Construction Period and any revised targets shall be set out in the approved plan and shall replace those set out in paragraphs 5 and 6;
- (b) the partnership arrangements for how the Owner and its contractors and sub-contractors will work with OPDC (and LBB, LBE and LBHF as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms;
- (c) the agreed protocols and processes for joint working between the Owner and OPDC (and LBB, LBE and LBHF as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates; and
- (d) commitments to the delivery of additional projects designed to create employment, skills and training opportunities for Local Residents.

Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase)

a plan setting out the written strategy and management of local labour, skills and employment opportunities for the operation of the completed Development, which sets out:

- (a) commitments related to local labour, skills/training and local supply chains and strategies to aim to deliver the following targets:
 - (i) 24 on-site end/operational stage related employment opportunities to Local Residents in relation to Occupation of the Development and providing a minimum of 26 weeks of employment;
- (b) the partnership arrangements for how the Owner and its contractors and sub-contractors, tenants or occupiers will work with the OPDC (and the LBB as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms;
- (c) the agreed protocols and processes for joint working between the Owner and the OPDC and LBB, LBE and LBHF (as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates; and
- (d) commitments to the delivery of additional projects designed to create employment, skills and training opportunities for Local Residents.

Local Business

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

Local Resident(s)

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

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

London Living Wage

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

**Operational Employment
Placement Default
Contribution**

the sum of £25,000 (Twenty Five Thousand Pounds) (Index Linked) per worker placement in relation to Occupation of the Development to be paid to the OPDC in lieu of provision of each operational employment placement as required by paragraph 9 of this Schedule;

**Other Pathways to
Employment**

alternative routes for Local Residents to access jobs created by the Development, including:

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

2 EMPLOYMENT, TRAINING AND SKILLS CONTRIBUTION

- 2.1 The Owner shall not Commence the Development until the Employment, Training and Skills Contribution has been paid to OPDC.

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

- 3.1 The Owner shall:

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

4 LOCAL PROCUREMENT

- 4.1 The Owner shall not later than 1 month prior to Commencement of the Development provide the OPDC with a schedule of the construction contracts and suppliers required in connection with the Construction Period, such schedule to:

- (a) include the estimated value/budget of packages, expected start and completion timeframes and any additional health and safety requirements for specific packages; and
- (b) show all opportunities for contracted and sub-contracted supplies and services.

- 4.2 The Owner shall use reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to ensure that the total

value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 10% of the total Build Costs.

4.3 The Owner shall report:

- (a) efforts to transact business with Local Businesses; and
- (b) the value of all orders placed with Local Businesses,

to the OPDC on a quarterly basis from the date of submission of the Schedule pursuant to paragraph 4.1 until the completion of the tendering stage for construction of the Development.

4.4 The Owner shall upon written request provide the OPDC with written evidence of its compliance with the provisions of this paragraph 4.

5 APPRENTICESHIPS

5.1 Subject to any revised targets as set out in the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) for the Construction Period of the Development, the Owner shall use reasonable endeavours to employ, or procure that its contractors employ, not less than 9 construction trade apprentices during the Construction Period with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2 **PROVIDED THAT** if, by the date of Practical Completion the OPDC determines (acting reasonably) that the Owner has not used reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to provide the required number of construction trade apprenticeships in accordance with this paragraph 5.1, the Owner shall pay to the OPDC the Construction Trade Apprentice Default Contribution for each apprenticeship not provided and the Owner shall provide all evidence reasonably required by OPDC to enable it to determine whether the Owner has used reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to comply with its obligations under this paragraph 5.1 **PROVIDED FURTHER THAT** the Owner covenants not to Occupy the Development until any Construction Trade Apprentice Default Contribution that is owed under this paragraph 5.1 has been paid to OPDC in full.

5.2 Each apprentice employed pursuant to paragraph 5.1 shall be:

- (a) a Local Resident;
- (b) employed for a defined period as set out in the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) and apprentices shall be paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub contract the Owner shall use reasonable endeavours to ensure the continuation of the relevant apprenticeship elsewhere on the Development;
- (c) supported through paid day release to undertake relevant training; and
- (d) provided with on the job training and supervised on site by an experienced operative in a trade related to his or her training needs.

5.3 The Owner shall ensure that at least 5 apprentices employed pursuant to paragraph 5.1 are new apprenticeships, meaning that the apprentices appointed under clause 5.1 have not previously undertaken an apprenticeship in a construction trade.

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

6 OTHER PATHWAYS TO EMPLOYMENT

6.1 Subject to any revised targets set out in the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) for the Construction Period of the Development, the Owner shall use reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to employ, or procure that its contractors provide not less than 8 Other Pathways to Employment placements (specifying each type of placement) during the Construction Period **PROVIDED THAT** if, by the date of Practical Completion the OPDC determines (acting reasonably) that the Owner has not used reasonable endeavours to provide the required number of construction employment placements in accordance with this paragraph 6.1, the Owner shall pay to the OPDC the Construction Employment Placement Default Contribution for each Other Pathways to Employment placement not provided and the Owner shall provide all evidence reasonably required by OPDC to enable it to determine whether the Owner has used reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) to comply with its obligations under this paragraph 6.1 **PROVIDED FURTHER THAT** the Owner covenants not to Occupy the Development until any Construction Employment Placement Default Contribution that is owed under this paragraph 6.1 has been paid to the OPDC in full.

6.2 Each employment placement employed pursuant to paragraph 6.1 shall be:

- (a) a Local Resident;
- (b) shall be paid at a rate of not less than the London Living Wage;
- (c) provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.

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

7 REVIEW OF LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (CONSTRUCTION)

7.1 The Owner shall within three months of the Commencement of the Development and thereafter at intervals of not more than three months until Practical Completion of the Development submit a Jobs and Employment Monitoring Report to the OPDC for approval.

7.2 Following submission of each Jobs and Employment Monitoring Report pursuant to paragraph 7.1, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) for the Development to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

8 LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (OPERATIONAL PHASE)

8.1 The Owner shall:

- (a) submit a Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for the Development to the OPDC for written approval prior to the First Occupation of the Development ;
- (b) not Occupy the Development until the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for the Development has been approved in writing by the OPDC; and

- (c) implement and comply at all times with the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for the Development, subject to such amendments as may be agreed in writing with the OPDC from time to time.

8.2 The Owner shall notify the OPDC of the intended Occupier of the Development and a named contact prior to Occupation of the Development subject to compliance with data protection requirements.

8.3 The Owner shall upon written request provide the OPDC with written evidence of its compliance with the provisions of paragraphs 8.1 to 8.3 of this schedule.

9 OPERATIONAL EMPLOYMENT

9.1 The Owner shall use reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) to employ, or procure that its contractors, tenants or occupiers provide not less than 24 on-site operational stage employment opportunities in relation to Occupation of the Development and providing a minimum of 26 weeks of employment **PROVIDED THAT** if by the date which is 6 months following first Occupation the Owner has not used reasonable endeavours to provide the required number of on-site operational stage employment opportunities in accordance with this paragraph 9.1, the Owner shall pay to the OPDC the Operational Employment Placement Default Contribution for each operational job not provided and the Owner shall provide all evidence reasonably required by the OPDC to enable it to determine whether the Owner has used reasonable endeavours in accordance with the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) to comply with its obligations under this paragraph 9.1.

9.2 Each employment placement employed pursuant to paragraph 9.1 shall be:

- (a) a Local Resident;
- (b) employed for a minimum period of 26 weeks at a rate of not less than the London Living Wage;
- (c) provided with on the job training and supervised on-site by an experienced operative in a trade related to his or her training needs.

9.3 The Owner shall upon written request provide the OPDC with written evidence of its compliance with the provisions of this paragraph 9.

10 REVIEW OF LOCAL LABOUR, SKILLS AND EMPLOYMENT STRATEGY AND MANAGEMENT PLAN (OPERATIONAL PHASE)

10.1 The Owner shall within ten Working Days of each anniversary of the First Occupation of the Development until (and including) the fifth anniversary of First Occupation of the Development submit a Jobs and Employment Monitoring Report to the OPDC for approval.

10.2 Following submission of each Jobs and Employment Monitoring Report pursuant to paragraph 10.1, the Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase) for the Development to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes.

11 AFFORDABLE WORKSPACE CONTRIBUTION

11.1 The Owner shall:

- (a) pay 50% of the Affordable Workspace Contribution to the OPDC prior to the Commencement of the Development; and
- (b) not Commence any part of the Development until 50% of the Affordable Workspace Contribution has been paid in full to the OPDC.
- (c) pay the remaining 50% of the Affordable Workspace Contribution to the OPDC prior to the Occupation of the Development; and
- (d) not Occupy any part of the Development until the remaining 50% of the Affordable Workspace Contribution has been paid in full to the OPDC.

SCHEDULE 6

ENERGY AND SUSTAINABILITY

1 DEFINITIONS

Be Seen Energy Monitoring Guidance	the guidance dated September 2021 published by the GLA explaining how developers and owners of new major developments should monitor and report actual operational energy performance to comply with London Plan Policy SI 2;
Be Seen Energy Performance Indicators	the 'Be Seen' energy performance indicators, as outlined in the 'Planning Stage' section/chapter of the GLA Be Seen Energy Monitoring Guidance;
Carbon Offset Contribution	the sum equivalent to £2,850 (Two Thousand Eight Hundred and Fifty Pounds) Index Linked per tonne of carbon being £95 (Ninety-five Pounds) per tonne of carbon over 30 (Thirty) years shortfall in carbon emission savings as identified by the CO ² Audit;
CO² Audit	an audit of the CO ² emissions of the Development in accordance with Part L2 2021 and the GLA Energy Assessment Guidance 2022 to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development;
Defects Liability Period (DLP)	means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the Development;
District Heating Network	an existing or future decentralised energy network providing low carbon energy, heating, electricity or hot water in the locality of the Site;
District Heating Network Operator	means the person authorised to operate, manage and maintain the District Heating Network;
Energy Strategy	the energy strategy contained within the Planning Energy Statement submitted with the Planning Application prepared by LTA MEP Ltd, ref. 0044-LTA-XX-XX-RP-ME-1001 Rev. P05 and dated 24.04.2026;
Future Proofing Measures	future proofing measures within the Development including but not limited to: (a) installation of external buried pipework sized in accordance with reasonable assumptions in identified distribution routes to enable connection to a District Heating Network including for the purpose of supplying heat; (b) provision of space for the installation of pipework in the fabric of buildings necessary to connect to a District Heating Network;

- (c) suitable plant space provision for a future plate heat exchanger;
- (d) heating system tap-offs, provision of 'tees' and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to the District Heating Network is not immediately technically feasible or economically viable when first provided prior to First Occupation of the Development; and
- (e) provision of space for the installation of secondary side pipework which, when installed, is to be designed to avoid, as far as possible, those heat losses that give rise to building overheating;

Reportable Unit	a Reportable Unit (Energy Centre) or a Reportable Unit (Non-Residential);
Reportable Unit (Energy Centre)	either a connection to a third-party District Heating network, or a self-contained energy centre serving the Development;
Reportable Unit (Non-Residential)	a building with a single occupier/tenant (or a building with multiple tenants);
Zero Carbon Development	a development whose net carbon dioxide emissions, taking account of emissions associated with all energy use, is equal to zero or negative across the year where "energy use" will cover energy uses currently regulated by any applicable building regulations.

2 DECENTRALISED ENERGY

2.1 The Owner covenants with the OPDC that the Development:

- (a) will be designed and constructed substantially in accordance with the Energy Strategy and be capable of connection to and will not prejudice the future connection to a District Heating Network including for the purpose of supplying heat; and
- (b) will be provided with a single connection point at which the Development may be connected to a District Heating Network in the future in a location to be approved by the OPDC prior to Commencement of the Development.

2.2 The Owner covenants with OPDC:

- (a) to submit and obtain OPDC's written approval to Future Proofing Measures prior to the Commencement of Development, and that no Development shall be Commenced until OPDC has given its written approval of the Future Proofing Measures; and
- (b) no part of the Development shall be Occupied unless and until the Owner has submitted and obtained OPDC's approval to a report demonstrating that the approved Future Proofing Measures have been incorporated or space provision for them has been safeguarded within the Development.

2.3 In the event that a District Heating Network becomes available in the vicinity of the Development, the OPDC will notify the Owner in writing of this and the Owner shall use reasonable endeavours to work with the relevant District Heating Network Operator to facilitate

and secure the connection of the Development to the District Heating Network that has become available.

- 2.4 The Owner shall inform OPDC in writing of any date for the Development to connect to a District Heating Network and for the avoidance of doubt OPDC shall not be responsible for any costs or fees associated with the negotiation of agreements in respect of and/or the connection of the Development with a District Heating Network.

3 CARBON OFF-SET CONTRIBUTION

- 3.1 Prior to Commencement of the Development, the Owner will submit to OPDC for written approval details of the consultants who will undertake the CO₂ Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO₂ Audit.
- 3.2 Within two months of Practical Completion of the Development the Owner shall commission the CO₂ Audit and give written notification of such fact to OPDC.
- 3.3 Prior to the Occupation of the Development the Owner shall submit the CO₂ Audit to OPDC for written approval, and the Owner will pay the Carbon Offset Contribution to OPDC within 20 (twenty) Working Days of OPDC's approval of the CO₂ Audit if the CO₂ Audit identifies that the Development is not a Zero Carbon Development.

4 'BE SEEN' ENERGY MONITORING

- 4.1 The Development shall be constructed to comply with the GLA 'Be Seen' energy monitoring requirements set out below for at least five years:
 - (a) within eight weeks of the date of the Agreement, accurate and verified estimates of the Be Seen Energy Performance Indicators, as outlined in Chapter 3 'Planning stage' of the GLA Be Seen Energy Monitoring Guidance shall be submitted to the GLA's monitoring portal and the OPDC for information;
 - (b) once the as-built design has been completed (upon commencement of RIBA Stage 6) and prior to Occupation of the Development, updated accurate and verified estimates of the Be Seen Energy Performance Indicators for each Reportable Unit of the Development, as well as supporting evidence, as per the methodology outlined in Chapter 4 'As-built stage' of the GLA Be Seen Energy Monitoring Guidance shall be uploaded to the GLA's monitoring portal and submitted to the OPDC for information. Where at this stage, each Reportable Unit is not yet fully fitted out, the areas remaining to be fitted out will be assumed to have the same performance as the areas that are fully fitted out if they are of the same room type and where they are of a different room type the planning stage assumptions will be used. The Owner must also provide in writing details of the monitoring devices that have been installed and confirm they are suitable and will be maintained for the monitoring of the in-use energy performance indicators, as outlined in Chapter 5 'In-use stage' of the GLA Be Seen Energy Monitoring Guidance; and
 - (c) upon completion of the first year of Occupation following the end of the Defects Liability Period (DLP) and for the following four years, accurate and verified annual in-use energy performance data as well as supporting evidence for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in Chapter 5 'In-use stage' of the GLA Be Seen Energy Monitoring Guidance shall be uploaded to the GLA's monitoring portal and submitted to the OPDC for information; and

in the event that the in-use evidence submitted shows that the as-built performance estimates have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures for such underperformance and set

these out in the relevant comment box of the 'be seen' spreadsheet and where measures are identified, which can be reasonably practicable to implement, an action plan comprising such measures shall be prepared and submitted to the OPDC for written approval within six weeks. The measures approved by the OPDC shall be implemented by the Owner as soon as reasonably practicable and based on the agreed action plan timescales

5 REDUCTION OF ENERGY DEMAND

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

- (a) dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- (b) the promotion of the use of energy efficient appliances; and
- (c) 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).

SCHEDULE 7

DESIGN MONITORING

1 DEFINITIONS

Approved Drawings	the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to conditions 11, 12 and 14 of the Planning Permission or any condition(s) which amends, replaces or has equivalent effect thereto;
Architect	Stephen George + Partners LLP (SGP Architects);
Design Monitoring Costs	monies paid in accordance with paragraph 3.2.(b) of this Schedule 7 to meet the OPDC's reasonable costs (including any reasonable costs incurred by their appointed advisors which could include the original Architect) incurred in monitoring the design quality of the Site Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
Site Development	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 Varied Planning Permission;
S96A Amendment	a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act.

2 DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Owner specifying the details of the design team who were involved in the preparation of these details and confirmation that the Architect has produced and approved all related design documentation (the "**Design Team Statement**");
- (a) an application pursuant to conditions 11, 12 or 14 of the Planning Permission or any condition(s) which amends, replaces or has equivalent effect thereto;
 - (b) an application for a S96A Amendment where such application seeks to amend the design of the Development; and
 - (c) an application for a Varied Planning Permission where such application seeks to amend the design of the Development.
- 2.2 The Owner shall also submit a statement to OPDC specifying the design team retained in connection with the Site Development upon Commencement of the Development and, unless otherwise agreed with the OPDC shall thereafter retain the design team (save for in the event that the appointed design team is no longer able to continue its appointment by reason of the design team becoming insolvent or ceasing to carry on its business), subject to the provisions of this Schedule 7.

3 DESIGN MONITORING COSTS

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

- (a) the 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 the 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
- (b) the Owner appoints an alternative architect to oversee the delivery of the Site Development in place of the Architect otherwise than in accordance with the provisions of paragraph 3.1(a) of this Schedule but in which case the Design Monitoring Costs payable pursuant to paragraph 3.2 of this Schedule become payable.

3.2 If the Architect (or any alternative architect appointed pursuant to paragraph 3.1.(a) of this Schedule 7) cease to be retained to oversee the delivery of the design quality of the Site Development (including but not limited to the making of the applications referred to in paragraph 2.1 of this Schedule and overseeing the construction of the Development) and the OPDC's consent to any such alternative architect is not obtained, the Owner shall:

- (a) notify the OPDC of such non-retention within 5 Working Days of that event being confirmed; and
- (b) pay to the OPDC (in the case where paragraph 3.1.(b) of this Schedule applies) within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
 - (i) such costs may relate either to staff employed directly by the OPDC or third party consultants retained by OPDC;
 - (ii) the OPDC may make more than one demand for payment of Design Monitoring Costs; and
 - (iii) when the OPDC notifies the Owner of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed breakdown setting out how the amount has been calculated and how such monies will be spent,

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

4 RESTRICTION ON DEVELOPMENT

4.1 No further works on the Site Development shall be carried out if the OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 3.2 of this Schedule 7 when they become due.

4.2 No Site Development shall be carried out until the Owner has provided evidence satisfactory to OPDC that the Architect appointed (or any architect appointed pursuant to paragraph 3.1.(a) of this Schedule 7) in respect of the Development shall be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings.



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

Authorised Officer *[Signature]*
Name (BLOCK) EMMA WILLIAMS
Position DIRECTOR OF PLANNING

Authorised Officer *[Signature]*
Name (BLOCK) CLAIRE O'BRIEN
Position HEAD OF PLANNING DEVELOPMENT MANAGEMENT

EXECUTED as a DEED by BEAM UK PARK ROYAL PROPCO LIMITED
acting by a director, in the presence of:

Simon Altit
.....
Signature of Witness
Simon Altit
.....

Name of Witness
6 Havilland Mews, London, W12 8BG
.....

Address of witness
Consultant
.....

Occupation of Witness

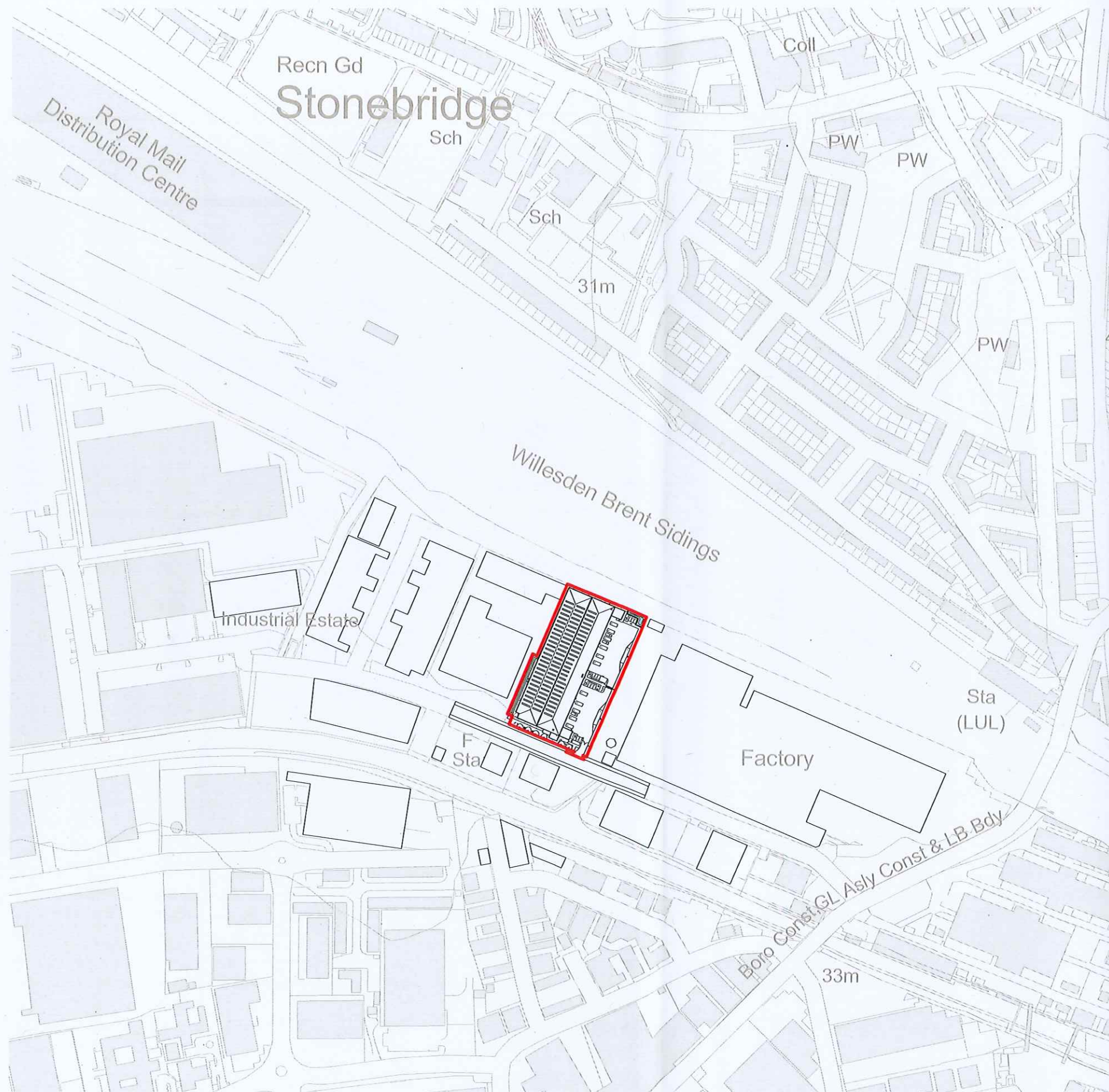
Charlotte Depoutot
.....
Director

APPENDIX 1

PLANS

Plan Number	Contents	Drawing Number
Plan 1	Plan showing the extent of the Site	25077-SGP-STE-ZZ-DR-A-131000- Rev P05
Plan 2	Plan showing the Green Infrastructure	SWR-epd-ELS-XX-DR-L-1001 – Rev P01
Plan 3	Plan showing the Highway Reinstatement Area	25077-SGP-STE-ZZ-DR-A-131005- Rev P02

Rev	Date	Iss. By	App. By	Description
P01	22/08/25	JCH	JMS	First Issue - Preliminary
P02	08/09/25	JCH	JMS	First Pre-app set
P03	11/09/25	MW	JMS	Revised following comments from BRE
P04	19/12/25	MW	KM	Issued for Planning
P05	19/12/25	MW	KM	Revised as per EPO comments



CB
EW



SGP

Architects + Masterplanners

Waterfront House
2a Smith Way
Grove Park
Enderby
Leicester LE19 1SX

t: +44 (0)116 247 0557

www.stephengeorge.co.uk

12 Wexlow Road, NW10 7NU, London

Drawing Name:
Location Plan

Drawing Stage: Planning

Status: S3

SGP File Ref: 25077-SGP-STE-ZZ-M3-A-000005

25077 21/09/25 JCH MMS 1:2000 @ A1 P05

SGP Project No Date Drawn Team Scale Rev

Drawing Number: 25077-SGP-STE-ZZ-DR-A-131000

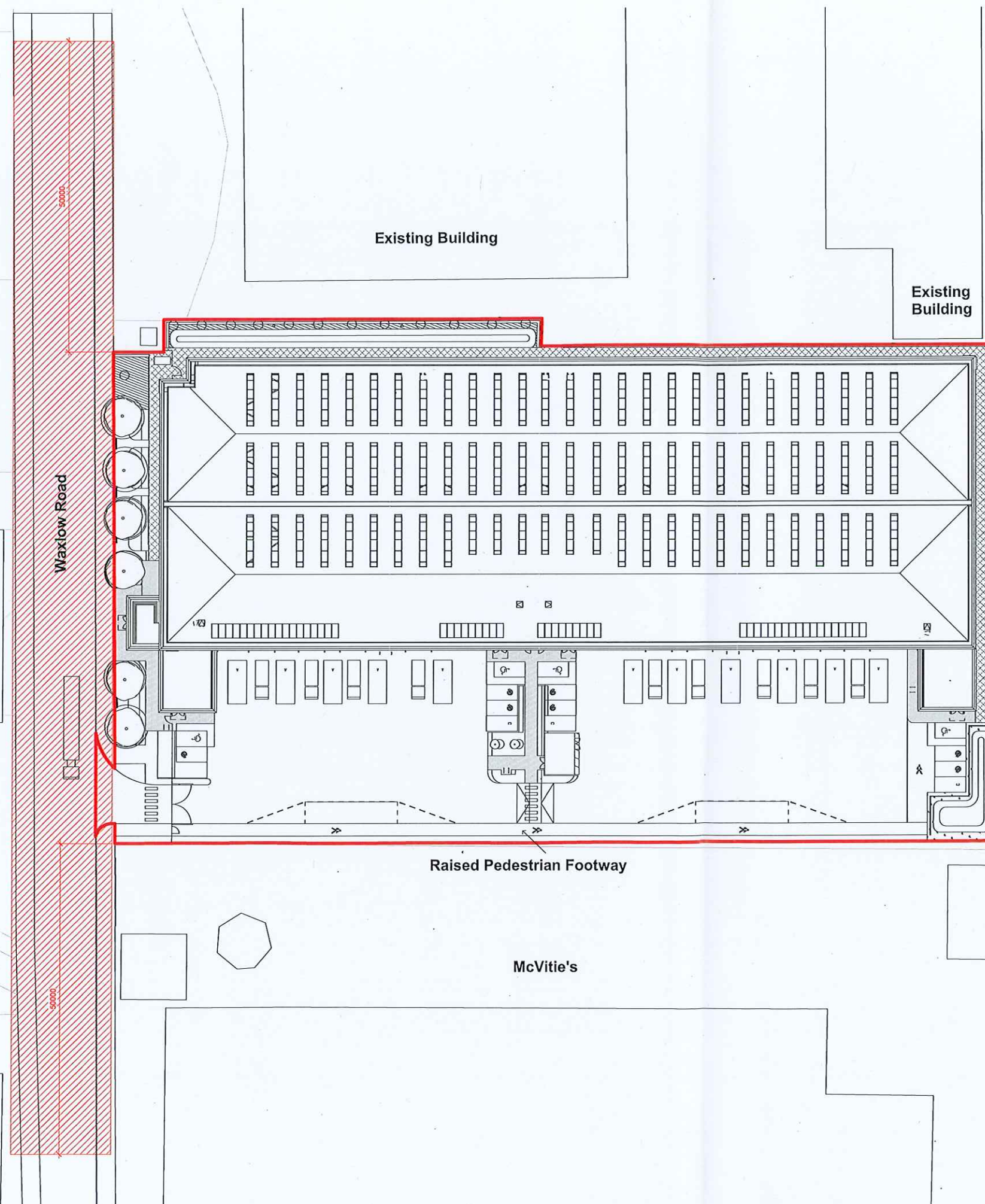


SCALE 1:2000



100

Glendale Countryside Limited
The Stables, Duxbury Park,
Duxbury Hall Road, Chorley, PR7 4AT
Tel: 01257 460 461 www.epdlandscape.co.uk



cds
EJ

Demise Site Area Schedule		
Name	Area (hectares)	Area (Acres)
Site Demise	1.15	2.85



SGP
Architects + Masterplanners

Waterfront House
2a Smith Way
Grove Park
Enderby
Leicester LE19 1SX
T: +44 (0)116 247 0557
www.sgsphingorge.co.uk
12 Waxlow Road, NW10 7NU, London

Drawing Name:
Site Layout with Highways Information



SCALE 1:250
5m 25m

APPENDIX 2

PLANNING PERMISSION

OPDC
OLD OAK AND
PARK ROYAL
DEVELOPMENT
CORPORATION

(A) FULL PLANNING PERMISSION APPROVAL

1) 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

Beam UK Park Royal PropCo Ltd
c/o Agent

Agent

Emilia Harrison
Iceni Projects
44 Saffron Hill
London
EC1N 8FH

a) Part I - Particulars of Application

Date of Application: 09-Jan-2026

Application No: 26/0007/FUMOPDC

Proposal: Demolition of existing warehouse unit and erection of an industrial/warehouse building with ancillary office space (Use Classes B2 and/or B8), a flexible commercial unit (Class E), landscaping, car parking, servicing and access arrangements.

Location: 12 Waxlow Road, London, NW10 7NU

Part II - Particulars of Decision

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

Conditions

1. COMPLIANCE – Approved Plans

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

Drawing Title	Drawing Number	Date
Location Plan	25077-SGP-STE-ZZ-DR-A-131000 (Rev. P05)	19/12/2025
Demolition Plan	25077-SGP-STE-ZZ-DR-A-132001 (Rev. P01)	23/12/2025
Site Layout (Proposed)	25077-SGP-STE-ZZ-DR-A-131001 (Rev. P15)	16/03/2026
Warehouse Elevations	25077-SGP-WH-ZZ-DR-A-131300 (Rev. P13)	11/05/2026
Sections	25077-SGP-WH-ZZ-DR-A-131200 (Rev. P06)	11/05/2026
Warehouse Layout	25077-SGP-WH-ZZ-DR-A-131100 (Rev. P08)	11/05/2026
Office Layouts	25077-SGP-WH-ZZ-DR-A-131101 (Rev. P09)	11/05/2026
Roof Plan	25077-SGP-WH-ZZ-DR-A-131103 (Rev. P05)	11/05/2026
Boundary Treatments	25077-SGP-STE-ZZ-DR-A-131003 (Rev. P06)	28/04/2026
Constraints and Opportunities Plan	25077-SGP-STE-ZZ-DR-A-131004 (Rev. P04)	19/12/2025
Soft Landscape Plan	SWR-epd-ELS-XX-SK-L-0001 (Rev. P014)	13/03/2026
External Lighting Lux Levels Plot	0044-LTA-XX-ZZ-DR-E-6300 (Rev. P03)	02/01/2026
Proposed Drainage Strategy	40477-BGL-XX-XX-DR-C-00500 (Rev. P04)	22/12/2025
Tree Constraints Plan	SWR-epd-VES-XX-DR-L-0001 (Rev. P02)	18/12/2025
Tree Protection Plan	SWR-epd-VES-XX-DR-L-0003 (Rev. P03)	23/12/2025
Tree Removal Plan	SWR-epd-VES-XX-DR-L-0002 (Rev. P03)	23/12/2025
GEA Plans	25077-SGP-WH-ZZ-DR-A-920101 (Rev. P09)	12/05/2026

GIA Plans	25077-SGP-WH-ZZ-DR-A-920100 (Rev. P06)	12/05/2026
Fire Boundary Elevations	25077-SGP-ZZ-ZZ-DR-A-210301 (Rev. P04)	30/04/2026
Warehouse Elevations South Active Façade Study	25077-SGP-WH-ZZ-DR-A-131301 (Rev. P02)	05/08/2026

Document Title	Document Number	Date
Active Travel Zone Assessment (prepared by iTransport)	JW/PA/IC/ITM210537-008A (Rev. v001)	30/01/2026
Air Quality Assessment (prepared by Air Quality Assessments Ltd)	J1024/1/F2 (Rev. v001)	09/01/2026
Arboricultural Impact Assessment & Method Statement (prepared by epd & Glendale Countryside Ltd)	SWR-epd-VES-XX-RP-V-0001 P01 (Rev. P02)	December 2025
Biodiversity Net Gain Assessment (prepared by Lucion Group)	131745.688079 (Rev. 2)	19/03/2026
BREEAM V6 New Construction (Industrial) Pre-Assessment Report (prepared by Couch Perry and Wilkes)	250966 (Rev. A)	18/12/2025
Car Park Management Plan (prepared by iTransport)	JW/DM/ITM210537-003B (Rev. v003)	27/04/2026
Construction Management Plan (prepared by iTransport)	JW/ ITM210537-007A (Rev. v001)	05/01/2026
Delivery and Servicing Plan (prepared by iTransport)	PA/JW/ITM210537-005B (Rev. v002)	12/03/2026
Design and Access Statement (prepared by SGP)	(Rev. v001)	January 2025
Design Addendum Document (prepared by SGP)	(Rev. P05)	27/04/2026
Ecological Impact Assessment (prepared by Lucion Group)	131745.688079 (Rev. 2)	05/01/2026
Economic Benefits Overview (prepared by Icen Projects Ltd)	(Rev. v001)	January 2026
External Lighting Assessment (prepared by LTA MEP Solutions)	0044-LTA-XX-XX-RP-E-1000 (Rev. P03)	09/01/2026
Fire Strategy Note (prepared by Marshall Fire)	(Rev. 07)	14/04/2026
Flood Risk Assessment & Drainage Strategy Report (prepared by Burrows Graham)	40477-BGL-XX-XX-RP-D-0001 (Rev. 2)	19/12/2025
Framework Travel Plan (prepared by iTransport)	PA/JW/ITM210537-006B (Rev. v002)	12/03/2026
Geo-Environmental Assessment (prepared by Lucion Group)	137145.688139_REP_12 Waxlow Rd_GEA_26010 (Rev. v003)	08/01/2026
Green Infrastructure and Open Space Strategy and Management Plan (prepared by epd)	SWR-epd-ELS-XX-RP-L-0001 (Rev. P04)	December 2025
Health Impact Assessment (prepared by Icen Projects Ltd)	I002192 (Rev. v001)	January 2026

Heritage, Townscape & Visual Impact Assessment (<i>prepared by Icen Projects Ltd</i>)	(Rev. v001)	January 2026
Mechanical Plant Technical Note (<i>prepared by LTA MEP Solutions</i>)	0044-LTA-XX-XX-TN-M-1001 (Rev. P03)	09/01/2026
Noise Impact Assessment (<i>prepared by RSK Acoustics</i>)	2063848-RSKA-RP-001-(03) (Rev. 03)	09/01/2026
Planning Agents Marketing Report (<i>prepared by SBY Real Estate Limited</i>)	(Rev. v001)	07/01/2026
Planning Energy Statement (<i>prepared by LTA MEP Solutions</i>)	0044-LTA-XX-XX-RP-ME-1001 (Rev. P05)	24/04/2026
Planning Statement (<i>prepared by Icen Projects Ltd</i>)	(Rev. v001)	January 2026
Preliminary Geo-Environmental Risk Assessment (<i>prepared by Lucion Group</i>)	137145.688139_REP_12 Waxlow Road_Preliminary Risk Assessment_260107 (Rev. v003)	07/01/2026
Remediation & Verification Strategy (<i>prepared by Lucion Group</i>)	137145.688139_REP_12 Waxlow Rd_RVS_260107 (Rev. v003)	08/01/2026
Site Waste Management Plan	(Rev. v001)	December 2025
Statement of Community Involvement (<i>prepared by Icen</i>)	(Rev. v001)	December 2025
Sustainability Statement (<i>prepared by Icen Projects Ltd</i>)	(Rev. v001)	January 2026
Transport Assessment (<i>prepared by iTransport</i>)	PA/JW/ITM210537-004D (Rev. v004)	27/04/2026
Utility Services Statement (<i>prepared by LTA MEP Solutions</i>)	0044-LTA-XX-XX-RP-ME-9600 (Rev. P03)	09/01/2026

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

2. COMPLIANCE – Time Limit

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

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

3. COMPLIANCE – No independent use of office floorspace

The office floorspace hereby approved (as shown on Drawing No. 25077-SGP-WH-ZZ-DR-A-131101 P09) shall only be used as ancillary to the primary industrial use of the development and shall not at any time be used as separate self-contained accommodation.

Reason: The potential impact of independent use has not been assessed within the application, and the non-town centre location is not suitable for standalone office use in accordance with Policy TCC1 of the OPDC Local Plan.

4. PRIOR TO DEMOLITION – Construction and Environmental Management Plan

No development shall commence, including any demolition or enabling works, until a detailed Construction and Environmental Management Plan (CEMP) has been submitted to and

approved in writing by the Local Planning Authority. The CEMP shall include, but not be limited to, the following details (where appropriate):

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

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

Reason: To limit impacts on the local highway, to minimise air quality impacts and to protect the amenity of local residents in accordance with London Plan (2021) policies T3 'Transport capacity, connectivity, and safeguarding', D14 'Delivering good design' and SI 1, 'Improving air quality' and OPDC Local Plan (2022) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'. The details are required prior to commencement because demolition works must be addressed in the CEMP.

5. PRIOR TO DEMOLITION – Demolition Logistics Plan

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

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

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

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

6. PRIOR TO DEMOLITION – Tree Protection

No development shall commence, including any demolition or enabling works, prior to the implementation of the tree protection measures as shown on the Tree Protection Plan (SWR-

epd-VES-XX-DR-L-0003 Rev. P03). The tree protection measures shall thereafter be maintained until the completion of the development.

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

7. PRIOR TO COMMENCEMENT – Construction Logistics Plan

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

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

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

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2022) policy T7 'Deliveries, Servicing and Construction' and OPDC Local Plan (2022) T8 'Construction'.

8. PRIOR TO COMMENCEMENT – Rail Infrastructure Risk

No development (excluding demolition and enabling works) shall commence, until a Risk Assessment and Method Statement (RAMS) in relation to the risks of construction related impacts upon the adjacent railway infrastructure has been submitted to and approved in writing by the Local Planning Authority, in consultation with Network Rail. The report should cover the items included within the Basic Asset Protection Agreement (BAPA) and shall include details of the following where applicable:

- alterations to ground levels
- excavation works
- earthworks
- de-watering works
- ground stabilisation works
- ground investigation works
- alterations in loading within 15m of the railway boundary
- scaffolding works within 10m of the railway boundary

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

9. PRIOR TO ABOVE GROUND WORKS – Materials

No above ground works shall commence until:

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

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

10. PRIOR TO ABOVE GROUND WORKS – Artwork Installation

No above ground works shall commence until details of the artwork proposed for the area identified on drawing no. 25077-SGP-WH-ZZ-DR-A-131301 have been submitted to and approved in writing by the Local Planning Authority. The details shall include:

1. details of the perforated metal mesh materials to be used (in general conformity with the details included in the Design and Access Statement Addendum);
2. the design and colour palette of the artwork;
3. details of how it shall be fixed to the development; and
4. a maintenance plan for the artwork.

The development shall be carried out in accordance with the approved details and the maintenance plan shall be adhered to for the lifetime of the development.

Reason: In the interests of creating a positive frontage and improving the character and appearance of the area in accordance with London Plan (2021) policies D4 'Delivering good design' and D8 'Public Realm', and OPDC Local Plan (2022) policies D1 'Public Realm' and D3 'Well-Designed Buildings'.

11. PRIOR TO ABOVE GROUND WORKS – Secured by Design

No above ground works shall commence until details of the 'Secured by Design' measures, including details of boundary treatments, to be incorporated in the development shall be submitted to and approved in writing by the Local Planning Authority. The boundary details shall include vehicle safety protection measures along the boundary with the railway to prevent accidental vehicle incursion and the details shall also demonstrate how the Development incorporates the principles and practices of Secured by Design. The development shall only be carried out in accordance with the approved details and the approved boundary treatments shall be installed prior to occupation and thereafter maintained.

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

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

12. PRIOR TO ABOVE GROUND WORKS – Hard and Soft Landscaping

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

- (i) all materials and hard landscaping;
- (ii) street furniture;

- (iii) a planting schedule showing the number, size, species and location of trees and shrubs;
- (iv) biodiversity enhancements;
- (v) existing and proposed site levels;
- (vi) a programme for the planting of soft-landscaping and;
- (vii) a maintenance and management plan to cover a five year period following completion of the landscaping scheme.

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

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

13. PRIOR TO ABOVE GROUND WORKS – Cycle Parking Details

No above ground works shall commence until details of the secure cycle parking and its associated facilities (which shall comply with the London Cycling Design Standards) have been submitted to and approved in writing by the Local Planning Authority.

The cycle parking and its associated facilities 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. The development shall not be brought into use until the cycle parking and its associated facilities has been provided in accordance with the approved details.

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

14. PRIOR TO ABOVE GROUND WORKS – Oil Interceptor Details

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

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

15. PRIOR TO ABOVE GROUND WORKS – Fire Strategy

No above ground works shall commence until an updated Fire Strategy produced by suitably qualified fire safety engineers shall be submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development is safe in relation to fire safety in accordance with Policy D12 of the London Plan (2021).

16. PRIOR TO OCCUPATION – Site Waste Management Plan

The development shall not be occupied until details of a Site Waste Management Plan (SWMP) showing how waste and recycling during operation of the development will be stored on site

and collected have been submitted to and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

- (ii) source segregation of bio-waste and other recyclables;
- (iii) control of odour, nuisance and air and noise pollution from waste storage and collection;
- (iv) how waste collection will be safely managed across the site.

No part of the development shall be brought into use until the waste and recycling storage has been provided in full accordance with the approved details. The waste and recycling storage shall thereafter be made available at all times to everyone using the development and shall not be used for any other purpose.

Reason: To ensure adequate provision for waste and recycling storage and to encourage higher rates of 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'.

17. PRIOR TO OCCUPATION – Contaminated Land Remediation Works

The development shall not be occupied until the Remediation & Verification Strategy (v003, dated January 2026) has been carried out in full and there has been submitted to and approved by the Local Planning Authority a verification report confirming that the remediation scheme has been implemented in full accordance with the approved document. The verification shall comprise:

- a) the information listed within Part 7.2 and 7.3 of the Remediation & Verification Strategy,
- b) as built drawings of the implemented scheme,
- c) photographs of the remediation works in progress, and
- d) certificates demonstrating that imported and/or material left in situ is free from contamination.

Thereafter the scheme shall be monitored and maintained in accordance with the details approved within the Remediation & Verification Strategy.

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

18. PRIOR TO OCCUPATION – Parking Implementation

The approved car parking bays and electric vehicle charging points (EVCPs) shall be installed prior to occupation in accordance with drawing No. 25077-SGP-STE-ZZ-DR-A-131001 Rev. P15. The car parking spaces, including the Blue Badge bays, shall be retained thereafter and the EVCPs shall be maintained in full working order.

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

19. COMPLIANCE – Parking Management Plan

The development shall be carried out in accordance with the Car Park Management Plan (JW/DM/ITM210537-003B (Rev. v003)) and shall be adhered to at all times for the lifetime of the development.

Reason: To ensure that parking is managed appropriately in accordance with London Plan (2021) Policy T6 'Car parking' and OPDC Local Plan 2018-2038 (2022) Policy T4 'Parking'.

20. COMPLIANCE – Delivery and Servicing Plan

The development shall be carried out in accordance with the Delivery and Servicing Plan (PA/JW/ITM210537-005B (Rev. v002)) and shall be adhered to at all times for the lifetime of the development.

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'.

21. COMPLIANCE – Bird Nests Protection

No tree or vegetation clearance or removal shall take place between the months of March to August inclusive, except where a qualified ecologist has undertaken a survey and provided written confirmation that there are no nesting birds present that would be affected by the clearance work, no more than 2 days prior to commencement of the vegetation clearance.

Reason: In order to prevent harm to the habitat of protected species and protect biodiversity and in accordance with Policy EU2 of the Local Plan.

22. COMPLIANCE – BREEAM

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

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

23. COMPLIANCE – Unexpected Contamination

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

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

24. COMPLIANCE – Non-Road Mobile Machinery

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

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

25. COMPLIANCE – Warehouse Fixed Building Services

No fixed building services (with the exception of lighting) shall be installed to the warehouse part of the building, until an associated energy strategy has been submitted to and approved by the Local Planning Authority. The fixed building services shall be installed and thereafter maintained in accordance with the approved details.

Reason: In the interests of minimising carbon emissions arising from the development (warehouse fixed services are excluded from the submitted energy statement) and in accordance with London Plan policy SI 2 and OPDC Local Plan policy EU9.

26. COMPLIANCE – Vibro-impact Works Details

Prior to any vibro-impact works on site (including piling), a risk assessment and method statement shall be submitted to and approved by the Local Planning Authority in consultation with Network Rail. The works shall thereafter be carried out in accordance with the approved details.

Reason: To prevent any piling works and vibration from de-stabilising or impacting the railway and in accordance with Policy T5 of the Local Plan.

27. COMPLIANCE – Energy Statement

The development shall be carried out and thereafter maintained in accordance with the on-site energy demand reduction, energy supply, renewable energy measures and cooling strategy set out within the submitted Planning Energy Statement ref. 0044-LTA-XX-XX-RP-ME-1001 Rev P05 and the G Value of the external glazing shall not exceed 0.21 and the air source heat pumps installed to serve the office floors shall achieve a minimum cooling efficiency of SEER 5.5 and a minimum heating efficiency of SCOP 4.5.

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

28. COMPLIANCE – Biodiversity Net Gain Plan

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 (Version 2) dated 19/03/2026 prepared by Lucion Delta-Simons.

Reason: In the interests of proper planning.

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 is liable to pay the Mayor of London's Community Infrastructure Levy (CIL) and the OPDC CIL. The Mayor of London's CIL will be calculated in accordance with the MCIL2 Charging Schedule 2019. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Form to OPDC at planningapplications@opdc.london.gov.uk.
3. The applicant is strongly encouraged to make reasonable endeavours to ensure that all workers involved in the construction and operation of the development, either directly employed by the applicant, or employed by a sub-contractor, are paid the London Living Wage.
4. 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 <https://www.fors-online.org.uk/cms/>.
5. All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.
6. The developer should submit directly to Network Rail asset protection, a Risk Assessment and Method Statement (RAMS) for all works to be undertaken within 10m of the operational railway under the Construction (Design and Management) Regulations. Network Rail would need to be satisfied that the works on site follow safe methods of working and have also taken into consideration any potential impact on Network Rail land and the existing operational railway infrastructure.
7. The Applicant is responsible for agreeing with Network Rail if a BAPA (Basic Asset Protection Agreement) is required. Where a BAPA is required, Network Rail advises that the developer will be liable for all costs incurred by Network Rail in facilitating this proposal, including any railway site safety costs, possession costs, asset protection costs / presence, site visits, review and agreement of proposal documents and any buried services searches. The BAPA will be in addition to any planning consent. All new enquiries will need to be submitted via the Asset Protection and Optimisation - Customer Portal: ASPRO Network Rail Implementation (oraclecloud.com). From there, the developer can create an account and submit their enquiry. The enquiry will then be assigned to one of the Asset Protection team to progress. The assigned team member will then be in a position to review and comment on any submissions from the developer. No works are to commence until agreed with Network Rail. Early engagement with Network Rail is strongly recommended.
8. A Groundwater Risk Management Permit from Thames Water will be required for any proposed discharge of groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Permit enquiries should be directed to Thames Water's Risk Management Team by

telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed via www.thameswater.co.uk. Refer to the Business Customers groundwater discharges section.

9. 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.

Biodiversity Gain Information

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

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

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

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

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

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

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

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: XX MMM YYYY

Claire O'Brien

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

(b) 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).