



Section 106 Agreement

Old Oak and Park Royal Development Corporation

and

Genesis Housing Association Limited

and

Network Rail Infrastructure Limited

under section 106 of the Town and Country Planning Act
1990, section 201 of the Localism Act 2011 and all other
powers enabling relating to land known as Oaklands
House, Old Oak Common Lane, London NW10 6DU

27 July

2017

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION.....	1
2. LEGAL BASIS.....	15
3. NATURE OF OBLIGATIONS	15
4. CONDITIONAL AGREEMENT	16
5. OBLIGATIONS GIVEN BY THE DEVELOPER.....	16
6. OBLIGATIONS OF OPDC.....	16
7. LEGAL COSTS	16
8. OWNERSHIP	16
9. NO ENCUMBRANCES.....	17
10. REGISTRATION	17
11. RIGHT OF ACCESS	18
12. DEVELOPER TO NOTIFY OPDC.....	18
13. NOTICES.....	19
14. PAYMENTS	19
15. NO WAIVER.....	20
16. INTEREST ON LATE PAYMENT	20
17. INDEXATION	20
18. LIABILITY UNDER THE DEED	20
19. DISPUTES	22
20. MISCELLANEOUS PROVISIONS	23
21. GOVERNING LAW	24
22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	24
SCHEDULE 1.....	25
Plans	25
SCHEDULE 2.....	26
Draft Planning Permission.....	26
SCHEDULE 3.....	27
Affordable Housing	27
SCHEDULE 4.....	35
Viability Review.....	35
SCHEDULE 5.....	43
Highways and Transport.....	43
SCHEDULE 6.....	48
Public Open Space.....	48
SCHEDULE 7.....	50
Car Parking	50
SCHEDULE 8.....	52
Framework Travel Plan.....	52
SCHEDULE 9.....	54
Education.....	54
SCHEDULE 10.....	55
Healthcare.....	55
SCHEDULE 11.....	56
Community Centre	56
SCHEDULE 12.....	57
Training and Skills.....	57
SCHEDULE 13.....	59
Affordable Workspace	59
SCHEDULE 14.....	60
Decentralised Energy	60
SCHEDULE 15.....	63
Draft Unilateral Undertaking	63

THIS DEED is made on

27 July

2017

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA ("**OPDC**");
- (2) **GENESIS HOUSING ASSOCIATION LIMITED** (registered under the Co-operative and Community Benefit Society Act 2014 with registered number 31241R) whose registered office is at Atelier House, 64 Pratt Street, London, NW1 0DL (the "**Developer**"); and
- (3) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company No. 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**").

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) Network Rail is the owner of the freehold interest in the Site, such interest not as at the date of this Deed being registered at the Land Registry.
- (C) The Developer is the owner of the leasehold interests in the majority of the Site and is registered at the Land Registry with leasehold title absolute under title numbers BGL122067, BGL51011, BGL128830 and NGL360462.
- (D) Transport for London owns two leasehold interests within the Site registered at the Land Registry with leasehold title absolute under title numbers BGL16884 and BGL99508 (shown for the purpose of illustration only coloured blue on Plan 1 but those leasehold interests are not bound by the obligations in this Deed).
- (E) The Developer (in conjunction with Queen's Park Rangers Holdings Limited) has submitted the Planning Application to OPDC.
- (F) At a meeting of its Planning Committee on 13 July 2016, OPDC resolved to grant the Planning Permission subject to the Developer entering into this Deed without which the Planning Permission would not be granted.
- (G) At a further meeting of the Planning Committee on 1 February 2017 OPDC resolved to amend the proposed obligations to be contained within this Deed to alter the mix of the proposed Affordable Housing by reducing the number of Rented Affordable Housing Units and increasing the number of Shared Ownership Housing Units.
- (H) 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.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:

"11 September 2228" means 11 September 2228 (or such later period of time which is coterminous with any extension of the term of the Developer's leasehold interest in the Site);

"1980 Act" means the Highways Act 1980;

"1990 Act" means the Town and Country Planning Act 1990;

"2011 Act" means the Localism Act 2011;

"Accessible Car Parking Spaces" means a minimum of twenty car parking spaces to be provided in locations to be agreed with OPDC pursuant to discharge of conditions attached to the Planning Permission and to be used for the sole purpose of parking by Blue Badge Holders and at no charge to such Blue Badge Holders;

"Affordable Housing" means housing including Social Rented Housing, Affordable Rented Housing and Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

"Affordable Housing Contribution" means a financial contribution for the provision of Affordable Housing in OPDC's administrative area the precise value of which will be calculated in accordance with paragraph 8 of Schedule 4;

"Affordable Housing Units" means 242 Residential Units forming part of the Development comprising the Affordable Rented Housing Units, the Social Rented Housing Units and the Shared Ownership Housing Units (and for the avoidance of doubt excluding the Private Residential Units);

"Affordable Rented Housing" means rented housing provided by a Registered Provider that has the same characteristics as Social Rented Housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;

"Affordable Rented Housing Units" means 45 of the Affordable Housing Units (shown shaded pink on Plans 2A to 2G) to be made available for Affordable Rented Housing in accordance with paragraph 2 of Schedule 3;

"Affordable Workspace" means 10 per cent of Commercial Floorspace to be constructed and let to Local Businesses at a discounted rent for a minimum period of seven and a half years from the date of first Occupation of any Commercial Floorspace in accordance with an Affordable Workspace Strategy to be submitted to and approved in writing by OPDC;

"Affordable Workspace Lease" means a lease or an agreement for lease of all or part of the Affordable Workspace in accordance with an Affordable Workspace Strategy to be submitted to and approved in writing by OPDC;

"Affordable Workspace Strategy" means a written strategy setting out how the Developer intends to provide Affordable Workspace within the Development and shall include but not be limited to:

- (a) a detailed explanation of where the Affordable Workspace will be provided within the Development, such Affordable Workspace to be suitable for Local Businesses, well-designed, high quality, incorporate a range of unit sizes and types that are flexible, have good natural light and be suitable for sub-division for new uses and activities and consideration should be given to providing grow-on space;
- (b) a commitment to providing the Affordable Workspace to an equivalent standard as the other Commercial Floorspace;

- (c) details of how the Affordable Workspace will be marketed to potential tenants;
- (d) details of how tenants for the Affordable Workspace will be selected including any eligibility criteria;
- (e) details of proposed heads of terms for an Affordable Workspace Lease which shall include the following key terms:
 - (i) annual rent set at a maximum of 75 per cent of the open market rent – for the avoidance of doubt the open market rent shall be calculated by reference to evidence of rents of comparable space within the wider Park Royal area; and
 - (ii) service charge to be included within the rent or if it is to be exclusive of the rent at a rate which the Developer can demonstrate by reference to the services selected by and being provided to the relevant Occupier are at an appropriate level commensurate with the cost of those services; and
 - (iii) tenant's right to select which services they receive including details of essential and optional services; and
- (f) how tenants of the Affordable Workspace will be supported during their occupation of the Affordable Workspace;

"Basement Car Park" means the basement level car park to be constructed as part of the Development;

"BCIS All-In Tender Price Index" means the BCIS All-In Tender Price Index as published by the Royal Institution of Chartered Surveyors;

"Blue Badge Holders" means the holder of a disabled person's badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation as may be in force from time to time;

"Building" means any of Building A1 to C2 (inclusive) as the context requires;

"Building A1" means the building comprised within the Development identified as "A1" on Plan 3;

"Building A2" means the building comprised within the Development identified as "A2" on Plan 3;

"Building B1" means the building comprised within the Development identified as "B1" on Plan 3;

"Building B2" means the building comprised within the Development identified as "B2" on Plan 3;

"Building B3" means the building comprised within the Development identified as "B3" on Plan 3;

"Building C1" means the building comprised within the Development identified as "C1" on Plan 3;

"Building C2" means the building comprised within the Development identified as "C2" on Plan 3;

"Cap" means £1,477,296 (Index Linked);

"Car Club" means a club, operated by a company accredited by Carplus, that Residents may join and which makes cars available to hire to members;

"Car Club Parking Spaces" means a minimum of five car parking spaces to be provided in locations to be agreed with OPDC pursuant to discharge of conditions attached to the Planning Permission and to be used for the sole purpose of parking Car Club cars;

"Carbon Dioxide Emissions Reduction Target" means achieving reductions to regulated carbon dioxide emissions of at least 35% beyond the carbon dioxide improvements baseline contained within Part L 2013 of the Building Regulations;

"Carplus" means Carplus (registered charity no.1093980) or its successor or equivalent organisation as may be agreed in writing with OPDC being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use;

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

"Clearance" means clearance under Network Rail's internal land clearance process which is required to be undertaken before Network Rail can dispose of land, to ensure that the disposal will not adversely affect the operation of the railway or Network Rail's duties under its Network Licence and the Railways Acts, including Stage 1 (Business Clearance) and Stage 2 (Technical Clearance);

"CHP" means a combined heat and power engine which is intended to generate low carbon energy to produce hot water and heat to serve the Development and also to generate electricity;

"Commencement" means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Deed the following operations: ground investigations for assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works required to be undertaken to discharge pre-commencement conditions on the Planning Permission) or the service of a notice upon OPDC that a material operation is about to be carried out whichever is earlier and **"Commence"** and **"Commenced"** shall be construed accordingly;

"Commencement Date" means the date upon which the Development is Commenced;

"Commercial Floorspace" means any floorspace comprised within the Development which falls within Use Classes A1, A2, A3, A4, B1, D1 and/or D2;

"Community Centre" means a unit with a gross internal floor area of not less than 155 square metres which is to be provided within the Development;

"Community Centre Use Strategy" means a written strategy covering the following points:

- (a) the Developer's proposed standard of fit-out for the Community Centre;
- (b) the Developer's proposals for ensuring the proper management and operation of the Community Centre including but not limited to details of who will be eligible to use the Community Centre and for how long, how the Community Centre will be advertised, how the Community Centre can be booked for use by community groups and the type of activities that will be permitted;

"Construction Period" means the period from the Implementation Date to the date of Practical Completion of the Development;

"Costs" means the total of all of the costs incurred by or on behalf of the Developer in connection with the Development the types of which are shown in the Revised Viability Assessment (and will specifically include the Site Value and the Total Developer Margin as set out in the table labelled "Development Costs" in Annex 1 to Schedule 4);

"CPZ" means any controlled parking zone enforced by LBHF as at the date of this Deed;

"Dedication Approvals" means both of the following:

- (a) Licence Condition 7 Consent; and
- (b) Clearance;

"Development" means demolition of existing structures and redevelopment of the Site to include:

- (a) construction of three mixed-use blocks, ranging in height from 6-26 storeys;
- (b) 605 residential units (Use Class C3);
- (c) 3,500 square metres of part double height commercial floorspace, providing a flexible range of uses (Use Classes A1, A2, A3, A4, B1, D1 and D2);
- (d) 120 underground car parking spaces;
- (e) 1,080 cycle spaces;
- (f) amenity space, landscaping and associated public realm; and
- (g) a new site access road linking the existing access road and Old Oak Common Lane;

"District Heating Network" means an existing or future decentralised energy network providing low carbon energy, heating, electricity and hot water in the locality of the Site;

"Education Contribution" means the sum of £300,000 (Index Linked) to be used towards improvement works to any primary or secondary school located in a 2 km radius of the site;

"Eligible Purchaser" means a purchaser who is part of a household whose annual income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report in place at the point at which the relevant Shared Ownership Housing Unit is offered to the prospective purchaser;

"Energy Centre" means the single centralised energy centre in which the CHP will be installed and which shall be located in Building B1;

"Energy and Utilities Strategy" means a detailed energy assessment for the Development which takes account of OPDC's emerging energy and utilities strategy and demonstrates how the Carbon Dioxide Emissions Reduction Target is to be met within the framework of the Energy Hierarchy for the Development and which includes:

- (a) a calculation of the energy demand and regulated carbon dioxide emissions to the baseline contained within Part L 2013 of the Building Regulations and, separately, the energy demand and carbon dioxide emissions from any other part of the

Development, including plant or equipment, that are not including within Part L 2013 of the Building Regulations at each stage of the Energy Hierarchy;

- (b) proposals to reduce carbon dioxide emissions through the energy efficient design of the Site, Buildings and services;
- (c) proposals to further reduce carbon dioxide emissions through the use of decentralised energy where feasible, such as district heating and cooling and combined heat and power;
- (d) proposals to further reduce carbon dioxide emissions through the use of on-site renewable energy technologies; and
- (e) an assessment setting out whether or not it is technically feasible and economically viable and/or whether the capacity exists to connect the Development to a District Heating Network prior to first Occupation of the Development and which shall include as appropriate:
 - (i) carbon emissions savings for the Development based on confirmed carbon intensity information relating to the District Heating Network from the operator of the District Heating Network including network losses;
 - (ii) cost of connection to the District Heating Network;
 - (iii) confirmation of capacity from the operator of the District Heating Network and any proposed future expansion of the District Heating Network;
 - (iv) confirmation of the Development's heating demand in relation to the capacity of the District Heating Network;
 - (v) evidence and copies of all correspondence with the operator of the District Heating Network concerning connection of the Development to the District Heating Network;
 - (vi) the earliest possible date for connection of the Development to the District Heating Network;
 - (vii) details of how the Development will be designed in accordance with the London Heat Network Manual to connect to the District Heating Network including the size and location of pipework within the fabric of buildings and buried externally between buildings and from the Energy Centre to the point of connection at the boundary of the Site;
 - (viii) in the event that it is not possible to connect a part or parts of the Development to the District Heating Network at the time that such part is or parts are ready for Occupation, details of any temporary or interim arrangements for the supply of heat to the relevant part or parts of the Development pending their future connection to the District Heating Network;
 - (ix) independent justification supporting any conclusion that connection of the Development to the District Heating Network is not considered technically feasible; and
 - (x) such other information that the Developer considers appropriate (acting reasonably) together with such other information as OPDC may reasonably require to assess whether or not it is technically feasible and economically viable to connect the Development to a District Heating Network;

"Energy Hierarchy" means the three-step approach to minimising carbon dioxide emissions contained in policy 5.2 of the London Plan (or any amended or replacement policy as may be introduced from time to time);

"Expert" has the meaning given in clause 19.3;

"Extension Road" means the public highway which is to be constructed on the part of the Safeguarded Land shown cross-hatched blue on Plan 5 as an extension to the proposed Genesis Road;

"Family Car Parking Spaces" means a minimum of 25 car parking spaces to be provided in the Basement Car Park and to be allocated for exclusive use by Residents of the Family Units at no cost to the Residents of the Family Units, subject to the provisions of paragraph 4 of Schedule 7;

"Family Unit" means a Social Rented Housing Unit with at least three bedrooms;

"First Viability Review" means the upwards only review of a Revised Viability Assessment by the Valuer with the purpose of determining the viability of the Development at the First Viability Review Trigger Date in order to calculate whether an Affordable Housing Contribution is payable;

"First Viability Review Trigger Date" means the earlier of:

- (a) the date of Practical Completion of 75% of the Private Residential Units; and
- (b) 1 October 2020;

"Framework Travel Plan" means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Development, such plan to be prepared in two parts to focus on the residential element of the Development and separately on the commercial element of the Development;

"Genesis Road" means the highway which is to be constructed on the area of the Safeguarded Land shown hatched red on Plan 5 (which will eventually include the Extension Road that may or may not be constructed at the same time);

"GLA" means the Greater London Authority which acts as a strategic city-wide government for London and includes any successor body;

"HCA" means the Homes and Communities Agency or any successor in function as regulator of Affordable Housing in England and/or London;

"Healthcare Contribution" means a financial contribution payable by the Developer to OPDC in the event that it is unable to find a suitable operator for the Healthcare Facility such payment shall be calculated as follows:

- (a) for five years following the end of the Healthcare Marketing Period:
 - (i) any rent received up to £8 per sqft shall be retained by the Developer;
 - (ii) any rent received between £8 per sqft and £10 per sqft shall be paid to OPDC;
 - (iii) any rent received between £10 and £14 per sqft shall be shared equally between the Developer and OPDC; and
 - (iv) any rent received above £14 per sqft shall be retained by the Developer;

"Healthcare Facility" means the healthcare accommodation (or other educational or community facility, in accordance with the approved Healthcare Marketing Strategy) comprising a gross internal floor area of not less than 250 square metres which is to be provided within the Development;

"Healthcare Marketing Period" means a period of not less than 24 months starting no later than 12 months prior to the anticipated date of Practical Completion of the Development and continuing for a period of not less than 12 months from the actual date of Practical Completion of the Development;

"Healthcare Marketing Strategy" means a strategy to be prepared by the Developer and submitted to OPDC for approval setting out the basis upon which the Healthcare Facility is to be marketed to prospective operators to ascertain whether there is demand for a Healthcare Facility (or other educational or community facility) which shall include the precise space requirements and specifications and proposed commercial terms (on the basis that the Developer will be responsible for fitting out the premises);

"Heating Plant" means on-site gas fired boilers and equipment comprised within the Development which is intended to supply part of the heat and hot water demands of the Development together with all plant and equipment associated with the same and which following connection to the District Heating Network or operation of the Energy Centre (as appropriate) shall only be used on a back-up and top-up basis;

"Highway Agreement" means an agreement entered into with the local highway authority pursuant to inter alia sections 38 and 278 of the 1980 Act;

"Highway Reinstatement Area" means the highways and footways within 50 metres of the Site;

"Highway Reinstatement Works" means the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the Schedule of Highway Condition approved by OPDC pursuant to paragraph 2.1 of Schedule 5, Provided Always That the Developer shall be under no obligation to reinstate or repair said highways and footways as a result of damage OPDC acting reasonably (in consultation with the relevant local highway authority) agrees has been caused by any person other than the Developer or its agents;

"Implementation" means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and **"Implemented"** and **"Implementation Date"** shall be construed accordingly;

"Index Linked" means subject to indexation in accordance with clause 17;

"Interest" means interest at a rate of four per cent per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;

"Jobs, Employment and Business Strategy" means a written strategy which:

- (a) sets out the partnership arrangements for how the Developer and its contractors and sub-contractors will work with OPDC (and the LBB, LBE and LBHF as appropriate) and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms; and

- (b) sets out agreed protocols and processes for joint working between the Developer and OPDC (and the LBB, LBE and LBHF as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

"LBB" means the London Borough of Brent;

"LBE" means the London Borough of Ealing;

"LBHF" means the London Borough of Hammersmith and Fulham;

"LBB Rent and Nominations Agreement" means a rent and nominations agreement to be entered into with LBB substantially in the form attached at Annex 2 to Schedule 3;

"LBE Rent and Nominations Agreement" means a rent and nominations agreement to be entered into with LBE substantially in the form attached at Annex 3 to Schedule 3;

"LBHF Rent and Nominations Agreement" means a rent and nominations agreement to be entered into with LBHF substantially in the form attached at Annex 1 to Schedule 3;

"LHA" means the local housing allowance rate applicable to the Site from time to time as published by the Valuation Office Agency (or any successor in statutory function);

"Licence Condition 7 Consent" means such consents as may be required from the Office of Rail and Road for the dedication of the Extension Road as carriageway highway pursuant to Licence Condition 7 of Network Rail's Network Licence;

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

"Local Resident" means a person who is resident in the LBB, LBE or LBHF, such residency to be proven by the production of two valid proofs of address which are no more than 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 Design Standards" means the applicable housing design standards set out in the London Plan, the Mayor of London's Housing Supplementary Planning Guidance (2016) and the Mayor of London's and Homes and Communities Agency's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time;

"London Heat Network Manual" means the London Heat Network Manual Issue 1 Revision 0 published by the Greater London Authority in April 2014 or any successor or replacement document;

"London Living Wage" means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save, the current rate at the date of this Deed being £9.75 per hour;

"London Plan" means the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time;

"London Plan Annual Monitoring Report" means the annual monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan;

"Network Licence" means the network licence granted by the Secretary of State for Transport in exercise of his powers under Section 8 of the Railways Act 1993 to Network Rail (then called Railtrack PLC) on 31st March 1994 as amended or modified from time to time, or any Network Licence granted to a successor of Network Rail, as the context permits;

"Nursery" means the nursery and/or educational and/or community facility accommodation in accordance with the approved Nursery Marketing Strategy comprising a gross internal floor area of not less than 725 square metres which is to be provided within the Development;

"Nursery Contribution" means a financial contribution payable by the Developer to OPDC in the event that it is unable to find a suitable operator for the Nursery such payment to be calculated as follows:

- (a) for five years following the end of the Nursery Marketing Period:
 - (i) any rent received up to £8 per sqft shall be retained by the Developer;
 - (ii) any rent received between £8 per sqft and £10 per sqft shall be paid to OPDC;
 - (iii) any rent received between £10 and £14 per sqft shall be shared equally between the Developer and OPDC; and
 - (iv) any rent received above £14 per sqft shall be retained by the Developer;

"Nursery Marketing Period" means a period of not less than 24 months starting no later than 12 months prior to the anticipated date of Practical Completion of the Development and continuing for a period of not less than 12 months from the actual date of Practical Completion of the Development;

"Nursery Marketing Strategy" means a strategy to be prepared by the Developer and submitted to OPDC for approval setting out the basis upon which the Nursery is to be marketed to prospective operators to ascertain whether there is demand for a nursery (or other educational or community facility) which shall include the precise space requirements and specifications and proposed commercial terms (on the basis that the Developer will be responsible for fitting out the premises);

"Occupation" means the occupation of any part of the Development for its designated planning use but does not include occupation by the Developer or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and **"Occupy", "Occupying", "Occupier" and "Occupied"** shall be construed accordingly;

"On-Site Affordable Housing Base Provision" means the minimum provision of Affordable Housing Units within the Development being 40 per cent (by unit) of the Residential Units;

"Parking Permit" means a permit issued or to be issued in the future by LBHF to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ;

"Pedestrian Link" means an area of land on the boundary of the Site which is shown cross-hatched blue on Plan 4 which is to be made available to facilitate the provision of a pedestrian and cycle link between the Site and adjoining land to the south of the Site;

"Plan 1" means the plan attached to this Deed at Schedule 1 and labelled "Plan 1";

"Plan 2A" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2A";

"Plan 2B" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2B";

"Plan 2C" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2C";

"Plan 2D" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2D";

"Plan 2E" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2E";

"Plan 2F" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2F";

"Plan 2G" means the plan attached to this Deed at Schedule 1 and labelled "Plan 2G";

"Plan 3" means the plan attached to this Deed at Schedule 1 and labelled "Plan 3";

"Plan 4" means the plan attached to this Deed at Schedule 1 and labelled "Plan 4";

"Plan 5" means the plan attached to this Deed at Schedule 1 and labelled "Plan 5";

"Planning Application" means the application for full planning permission for the Development submitted to OPDC and allocated reference number 15/0091/FULOPDC;

"Planning Permission" means the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at Schedule 2;

"Practical Completion" means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and **"Practically Complete"** and **"Practically Completed"** shall be construed accordingly;

"Private Residential Units" means 363 Residential Units excluding the Affordable Housing Units;

"Public Open Space" means the areas of land shown hatched red on Plan 4 which are to be laid out as areas of public open space and playing areas in accordance with details to be submitted and approved in writing by OPDC pursuant to the provisions of Schedule 6;

"Railway Operational Procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease relevant to the Site;

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

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

"Rent Standard" means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 both issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;

"Resident" means an Occupier of a Residential Unit;

"Residential Units" means 605 units of Use Class C3 residential accommodation to be provided as part of the Development comprising the Private Residential Units and the Affordable Housing Units;

"Revenues" means the total of all of the revenues secured by the Developer from the Development the types of which are shown in the Revised Viability Assessment Template as revenue and which include actual sales values for all Private Residential Units which have been disposed of by way of freehold sale or the grant of a long leasehold interest and actual rental values for all Private Residential Units which have been let on short term tenancy agreements;

"Revised Viability Assessment" means a revised viability assessment prepared by or on behalf of the Developer in connection with the whole of the Development, which assessment will take into account changes in Revenues and Costs since the date of submission of the Viability Assessment (including the payment of any Affordable Housing Contribution);

"Revised Viability Assessment Template" means the template form for the Revised Viability Assessment set out in Annex 1 to Schedule 4;

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

"Safeguarded Land" means the area of land shown cross-hatched blue and hatched red on Plan 5 which is to be reserved and made available for use as a future public highway in accordance with the provisions of paragraph 3 of Schedule 5;

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

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

"Second Viability Review" means the upwards only review of a Revised Viability Assessment by the Valuer with the purpose of determining the viability of the Development at the Second Viability Review Trigger Date in order to calculate whether an Affordable Housing Contribution is payable;

"Second Viability Review Trigger Date" means 1 October 2022;

"Service Charges" means solely the direct costs associated with the ongoing management and maintenance of the external fabric and internal common parts of the buildings accommodating either the Affordable Rented Housing or the Social Rented Housing (as appropriate) which for the avoidance of doubt will not include charges for

services which occupiers of the Affordable Rented Housing and/or the Social Rented Housing (as appropriate) are unable to access;

"Shared Ownership Housing" means units occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and **"Shared Ownership Lease"** and **"Shared Ownership Lessee"** shall be construed accordingly;

"Shared Ownership Housing Units" means 136 of the Affordable Housing Units (shown shaded green on Plans 2A-2G) to be made available for Shared Ownership Housing in accordance with paragraph 2 of Schedule 3 and **"Shared Ownership Housing Unit"** shall mean any one of them;

"Site" means the land known as Oaklands House, Old Oak Common Lane, London NW10 6DU as shown edged red on Plan 1, the freehold interest in which is owned by Network Rail and not registered at HM Land Registry and the majority of the leasehold interests in which are owned by the Developer and registered at HM Land Registry under title numbers BGL122067, BGL51011, BGL128830 and NGL360462;

"Site-Wide Heat Network" means a site-wide system connected to the District Heating Network and/or the Energy Centre (as appropriate) which provides decentralised low carbon energy, heating, electricity and hot water to the Development and which connects all uses and tenures in all buildings authorised by the Planning Permission;

"Social Rented Housing" means rented housing owned and managed by local authorities or Registered Providers for which guideline Target Rents are determined through the national rent regime;

"Social Rented Housing Units" means 61 of the Affordable Housing Units (shown shaded orange on Plans 2A-2G) to be made available as Social Rented Housing in accordance with paragraph 2 of Schedule 3;

"Staircasing" means the acquisition by a Shared Ownership Lessee of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity and **"Staircased"** shall be construed accordingly;

"Substantial Implementation" means the Development has been Implemented and the following has occurred:

- (a) the letting of a building contract for the construction of the entire Development;
- (b) the completion of demolition of all existing buildings on the Site; and
- (c) completion of basement works and construction to ground floor slab level for Buildings B1, B2, B3, C1 and C2;

"Substantial Implementation Review" means the upwards only review of a Revised Viability Assessment by the Valuer with the purpose of determining the viability of the Development at the Substantial Implementation Review Date in order to calculate whether an Affordable Housing Contribution is payable or additional Affordable Housing can be provided on the Site as part of the Development;

"Substantial Implementation Review Date" means the date 24 months from but excluding the date of grant of the Permission;

"Surplus" means the sum resulting from the Substantial Implementation Review and/or First Viability Review and/or Second Viability Review (as applicable) the value of which shall be calculated in accordance with paragraph 8 of Schedule 4;

"Target Rents" means rents for social rented properties conforming with the pattern produced by the formula rent set out in the Guidance on Rents for Social Housing published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;

"Transport Contribution" means the sum of £50,000 (Index Linked) to be used towards the following improvements to local transport in the vicinity of the Site:

- (a) improved wayfinding at Atlas Road roundabout; and
- (b) improved security on the bridge between the Site and the Atlas Road roundabout including lower level lighting, public art and painting;

"Valuer" means such suitably qualified and experienced valuer appointed by OPDC who is a professional member of the Royal Institution of Chartered Surveyors of not less than 10 years' experience;

"Viability Assessment" means the viability assessment dated February 2016 prepared by Douglas Birt Consulting on behalf of the Developer in connection with the Application and the review of that viability assessment carried out by Cushman and Wakefield on behalf of OPDC dated March 2016;

"Use Classes" shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987; and

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

- 1.2 Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Deed to the Developer and/or Network Rail shall include reference to their respective successors in title and assigns and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or

Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.

- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this 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.
- 1.10 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.11 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 201 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 Developer 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 18) so as to bind Network Rail's freehold interest in the Site (as referred to in Recital (B)) and the Developer's leasehold interest in the Site (as referred to in Recital (C)) (but for the avoidance of doubt, not Transport for London's leasehold interest in the Site as referred to in Recital (D)) with the intent that they shall be enforceable by OPDC not only against the Developer but also against any successors in title to or assigns of or transferees of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 3.2 The Developer and OPDC acknowledge and agree that:
 - (a) the Planning Permission will be granted on the basis that Occupiers of the Residential Units should not be entitled to any parking permit that would entitle them to park within any controlled parking zone enforced by LBHF as at the date of this Deed;
 - (b) paragraph 5 of Schedule 7 prevents Commencement of the Development until the Developer has given a unilateral undertaking to LBHF pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to secure restrictions on the

ability of Occupiers to obtain such parking permits, with the intent that such restrictions on parking permits shall be enforceable by LBHF not only against the Developer but also against any successors in title to or assigns of or transferees of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site, as if that person had been an original covenanting party; and

- (c) the obligations in paragraph 5 of Schedule 7 are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and in any event are covenants also given pursuant to section 201 of the 2011 Act.

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

4. **CONDITIONAL AGREEMENT**

4.1 This Deed is conditional upon:

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

save in respect of clauses 1–4, 6.2 and 7–22 (inclusive), paragraphs 3.5 to 3.9 of Schedule 5 and paragraph 2 of Schedule 6 which shall come into effect immediately upon completion of this Deed.

5. **OBLIGATIONS GIVEN BY THE DEVELOPER**

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

6. **OBLIGATIONS OF OPDC**

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

6.2 The OPDC shall issue the Planning Permission as soon as reasonably practicable after the date of this Deed.

7. **LEGAL COSTS**

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

8. **OWNERSHIP**

8.1 Network Rail warrants and undertakes to OPDC that it has full power to enter into this Deed.

8.2 The Developer warrants and undertakes to OPDC that:

- (a) it is the leasehold owner of the whole of the Site and has full power to enter into this Deed;

- (b) Network Rail is the freehold owner of the whole of the Site; and
- (c) there is no other person having any interest in the Site, other than Network Rail.

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

9. NO ENCUMBRANCES

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

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

10. REGISTRATION

10.1 As soon as reasonably practicable after the completion of this Deed (and in any event within 10 Working Days of this Deed), the Developer shall make applications to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Numbers referred to in Recital (C) 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 Developer fails to notify OPDC that it has made the applications in accordance with clause 10.1, OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Developer and the Developer 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 Developer covenants that it shall not make any application to the Land Registry for the removal of any notice registered pursuant to this clause 10.

10.4 Where an obligation under this Deed has been discharged OPDC shall at the request of Network Rail or the Developer write to the relevant local authority to request that a note be placed with the Local Land Charges Register to confirm that this is the case and will supply Network Rail or as the case may be the Developer with a copy of said written communication Provided That OPDC shall have not less than 10 Working Days to consider and action any such request and Further Provided That Network Rail or the Developer shall pay OPDC's reasonable and proper costs of dealing with such a request and OPDC shall not be required to write to the relevant local authority until it has received payment of its costs or a suitable undertaking to pay its costs.

10.5 Where all of the obligations in this Deed (other than ongoing obligations) have been discharged OPDC shall at the request of Network Rail or the Developer write to the relevant local authority to request that a note be placed with the Local Land Charges Register to confirm that this is the case and will supply Network Rail or as the case may be the Developer with a copy of said written communication Provided That OPDC shall

have not less than 10 Working Days to consider and action any such request and Further Provided That Network Rail or the Developer shall pay OPDC's reasonable and proper costs of dealing with such a request and OPDC shall not be required to write to the relevant local authority until it has received payment of its costs or a suitable undertaking to pay its costs.

11. RIGHT OF ACCESS

Without prejudice to OPDC's statutory rights of entry and subject to reasonable prior notice, the Developer (and Network Rail to the extent that any consent from Network Rail is required) 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 Developer's health and safety and site security rules and regulations from time to time in force.

12. DEVELOPER TO NOTIFY OPDC

12.1 The Developer covenants with OPDC to notify OPDC in writing of:

- (a) the intended Implementation Date, at least a 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 a month prior to such intended date;
- (d) the actual Commencement Date, within five Working Days of such actual date;
- (e) the intended date for first Occupation of the Development, at least a month prior to such intended date;
- (f) the actual date of first Occupation of the Development, within five Working Days of such actual date;
- (g) the intended date for first Occupation of the first Private Residential Unit, at least 20 Working Days prior to such date;
- (h) the intended date for Occupation of the 272nd Private Residential Unit, at least 20 Working Days prior to such date;
- (i) the intended date for Occupation of 50% of the Residential Units, at least 20 Working Days prior to such date;
- (j) the intended date for Occupation of the 345th Private Residential Unit, at least 20 Working Days prior to such date;
- (k) the intended date for Occupation of 70% of the Residential Units, at least 20 Working Days prior to such date;
- (l) the intended date for Practical Completion of the Development, at least 12 months prior to such intended date;
- (m) the actual date of Practical Completion of the Development, with five Working Days of such actual date; and
- (n) the anticipated date upon which the Energy Centre and/or CHP will reach the end of its working life, at least six months prior to such date.

- 12.2 In the event that the Developer 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 (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

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

- 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) **OPDC:**

Director of Planning, Old Oak and Park Royal Development Corporation, PP5A, City Hall, The Queen's Walk, More London Riverside, London SE1 2AA

(b) **The Developer:**

Atelier House, 64 Pratt Street, London, NW1 0DL

(c) **Network Rail:**

The Company Secretary, Network Rail Infrastructure Limited at its registered address from time to time (which is at the date of this Deed 1 Eversholt Street, London, NW1 2DN)

- 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 Developer 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 15/0091/FULOPDC.
- 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 Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contribution 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 Developer and the VAT shall be paid accordingly.

15. **NO WAIVER**

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

16. **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.

17. **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 BCIS All-In Tender Price Index from 13 July 2016 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 BCIS All-In Tender Price Index as at 13 July 2016 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).

18. **LIABILITY UNDER THE DEED**

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

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

18.2 Save to the extent that such liabilities, costs, expenses, damages and losses are suffered or incurred by Network Rail as a result of Network Rail being in breach of clause 18.3 the Developer hereby covenants to indemnify and keep Network Rail indemnified in respect of all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses and all interest, penalties and reasonably and properly incurred and duly evidenced legal costs (calculated on a full indemnity basis) and all other reasonably and properly incurred and duly evidenced professional costs and expenses) suffered or incurred by Network Rail arising out of or in connection with this Deed Provided That clause 18.1 shall not operate to release the Developer from its liability under this Clause 18.2.

18.3 Network Rail covenants with the Developer and OPDC not to carry out suffer or permit Implementation of the Development on its own behalf Provided That the carrying out and/or Implementation of the Development by the Developer or their successors in title or assigns (or any of their servants workmen or agents) shall not constitute a breach of this clause.

18.4 This Deed shall not be enforceable against Network Rail except where one or more of the following circumstances applies:

- (a) Network Rail has Implemented the Planning Permission;
- (b) Network Rail is carrying out the Development itself; or

- (c) Network Rail is suffering or permitting the Development to be carried out on its behalf

Provided That neither:

- (d) the carrying out and/or Implementation of the Development by the Developer or their successors in title or assigns (or any of their servants workmen or agents); or
- (e) the approval of details of any works under an Asset Protection Agreement

shall constitute suffering or permitting the Development by Network Rail under paragraph 18.4(c) and Also Provided That this Deed shall not be enforceable against Network Rail solely on the basis of any works or operations carried out suffered or permitted by Network Rail:

- (f) to make the Site safe;
- (g) in compliance with the requirements of a completion notice issued pursuant to section 94 of the 1990 Act; or
- (h) in compliance with any other notice by a statutory authority requiring those works or operations to be carried out.

18.5 For the avoidance of doubt, in the event that Network Rail after the date of this Deed disposes of any part of the Site (whether by freehold transfer or grant of a leasehold interest) the transferee/lessee shall be bound by the obligations on the part of the Developer set out in this Deed.

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

- (a) paragraphs 2.1 and 2.12 of Schedule 3 (Affordable Housing);
- (b) paragraphs 2 to 5 (inclusive) of Schedule 7 (Car Parking); and
- (c) paragraph 1.1(c) of Schedule 8 (Framework Travel Plan).

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

- (a) paragraphs 2 to 5 (inclusive) of Schedule 7 (Car Parking); and
- (b) paragraph 1.1(c) of Schedule 8 (Framework Travel Plan).

18.8 Subject to paragraph 3 of Schedule 3, no obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Developer's interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Developer.

18.9 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein

for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

19. **DISPUTES**

- 19.1 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.
- 19.2 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 19 on the reference of any of the parties to the Dispute.
- 19.3 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 19.1, 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; and
 - (e) in all other cases, the President of the Law Society to nominate the Expert.
- 19.4 If the Dispute shall relate to matters falling within two or more of clauses 19.3(a) to 19.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 19.3(a) to 19.3(e) (inclusive) to act as joint Experts.
- 19.5 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.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 19.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:

- (a) he shall call for representations from all parties with ten Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
- (b) he shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.7(a) to make counter-representations;
- (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
- (d) he shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

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

20. MISCELLANEOUS PROVISIONS

- 20.1 Without prejudice to the terms of this Deed and the obligations imposed on the Developer 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) granted after the date of this Deed.
- 20.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
 - (b) is quashed, revoked or modified (without the consent of the Developer).
- 20.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court Provided That any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties
- 20.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing Provided That nothing in this paragraph shall fetter or restrict any relevant Railway Operational Procedures and any obligations on Network Rail under the Network Licence or under statute.
- 20.5 No variation to this Deed shall be effective unless made by deed.
- 20.6 All interest earned on sums paid to OPDC under this Deed shall be taken to form part of the principal sum and may be expended by OPDC accordingly.
- 20.7 Nothing in this Deed shall imply any obligations on the part of OPDC to any person to ensure that the Development is properly constructed.

21. **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.

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

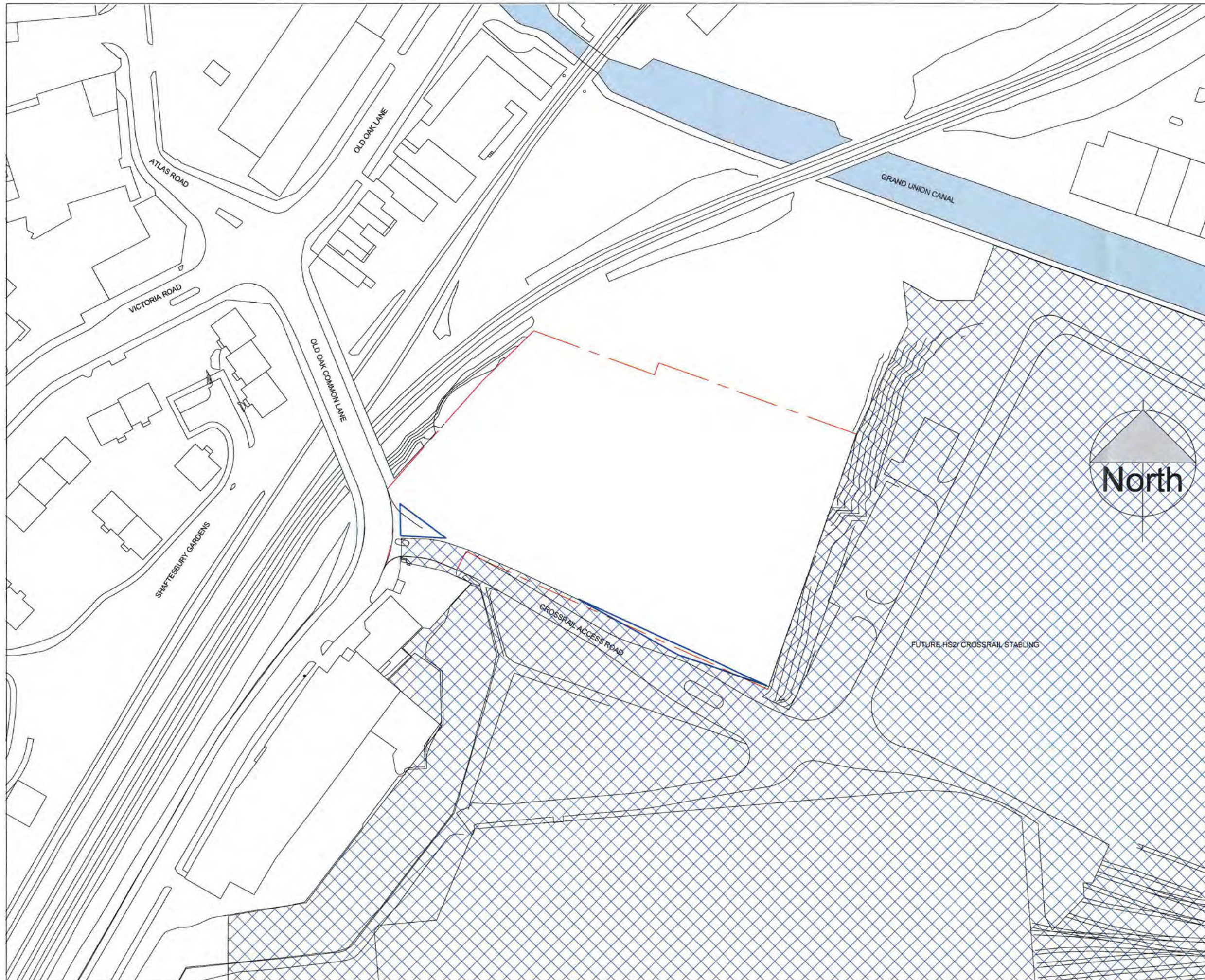
Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS whereof this Deed has been executed as a deed and delivered on the date first above written

SCHEDULE 1

Plans

1. Plan 1 – Site Plan
2. Plans 2A to 2G – Affordable Housing Plans
3. Plan 3 – Building Plan
4. Plan 4 – Public Open Space and Pedestrian Link Plan
5. Plan 5 – Genesis Road and the Safeguarded Land



CZWG

CZWG Architects LLP
17 Bowling Green Lane
London EC1R 0QB

Telephone: 020 7253 2523
Fax: 020 7250 0594
mail@czwgarchitects.co.uk
www.czwg.com

10 0 10 20 30 40 50
SCALE 1:1250

Key

— Planning Boundary

Title numbers:

— BGL99508: TFL land

▨ BGL16884

Title Plan BGL99508 and BGL16884 are based upon PDF information & is approximate only. It is not to be treated as a definitive drawing.

Rev: P06 Date: 23.06.17 Drw: HA Chk: MBD
Title BGL99508 boundary added
Rev: P05 Date: 21.06.17 Drw: HA Chk: MBD
TFL boundary added
Rev: P04 Date: 17.02.17 Drw: PA Chk: AW
Updated planning application issue
Rev: P03 Date: 17.06.16 Drw: PA Chk: MBD
Southern boundary amended to align with extent of development. Scale Bar and North Point added
Rev: P02 Date: 22.03.15 Drw: PA Chk: RC
Red Line amended following discussion with OPDC
Rev: P01 Date: 18.12.15 Drw: PA Chk: RC
Planning Submission

Do not scale off this drawing
Report all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 23/06/2017 10:27:38

Client:
Genesis Housing Association
and Queens Park Rangers
Holdings Ltd

Project: 5318
Oaklands

Title:
Plan 1 - Site Plan

Drawing status:
Planning

Scale @ A3
1 : 1250

Drawing No: 1997-00-DR-0010 P06
Rev:

Tenure Mix Key

- PRIVATE
- SOCIAL RENT
- AFFORDABLE RENT
- SHARED OWNERSHIP

For illustrative purpose only

(W) Flats which are designed to be Part M4(3) 'Adaptable'

S318

Rev: D07 Date: 21.06.17 Drw: HA Chk: MBD
Title block amended
Rev: D06 Date: 31.05.17 Drw: PA Chk: AW
Non relevant areas greyed out
Rev: D05 Date: 18.01.17 Drw: PA Chk: AW
16 B3 A.R. Apartments changed to S.O.
Rev: D04 Date: 09.01.17 Drw: KE Chk:
Adaptable wheelchair flats identified
Rev: D03 Date: 18.10.16 Drw: PA Chk: MBD
Potential adaptable wheelchair flats identified
Rev: D02 Date: 16.09.16 Drw: PA Chk: MBD
Tenure amended to suit client's comments
Rev: D01 Date: 25.07.16 Drw: PA Chk: MBD
Issued for information

Do not scale off this drawing
Respect all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 21/06/2017 16:23:52

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

Project:
Oaklands

Title:
Plan 2A - Affordable Housing Plans

Drawing status:
Information

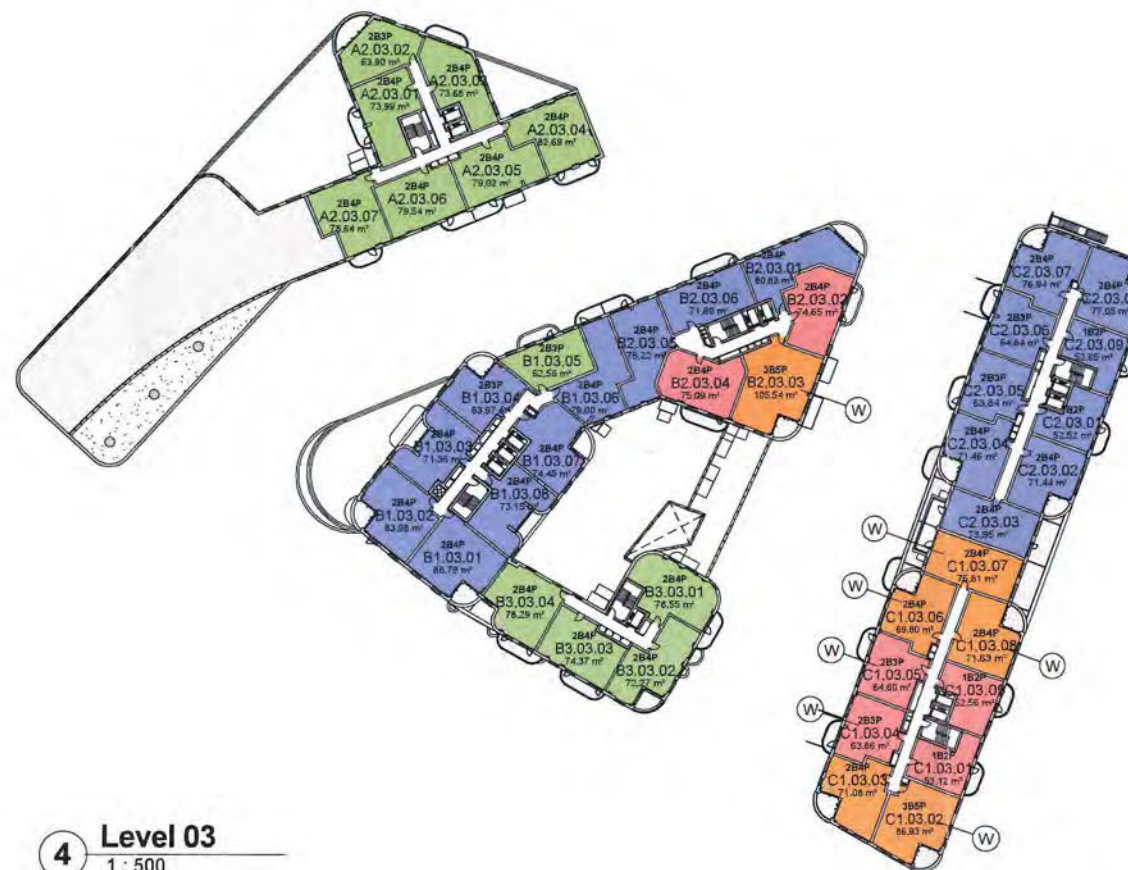
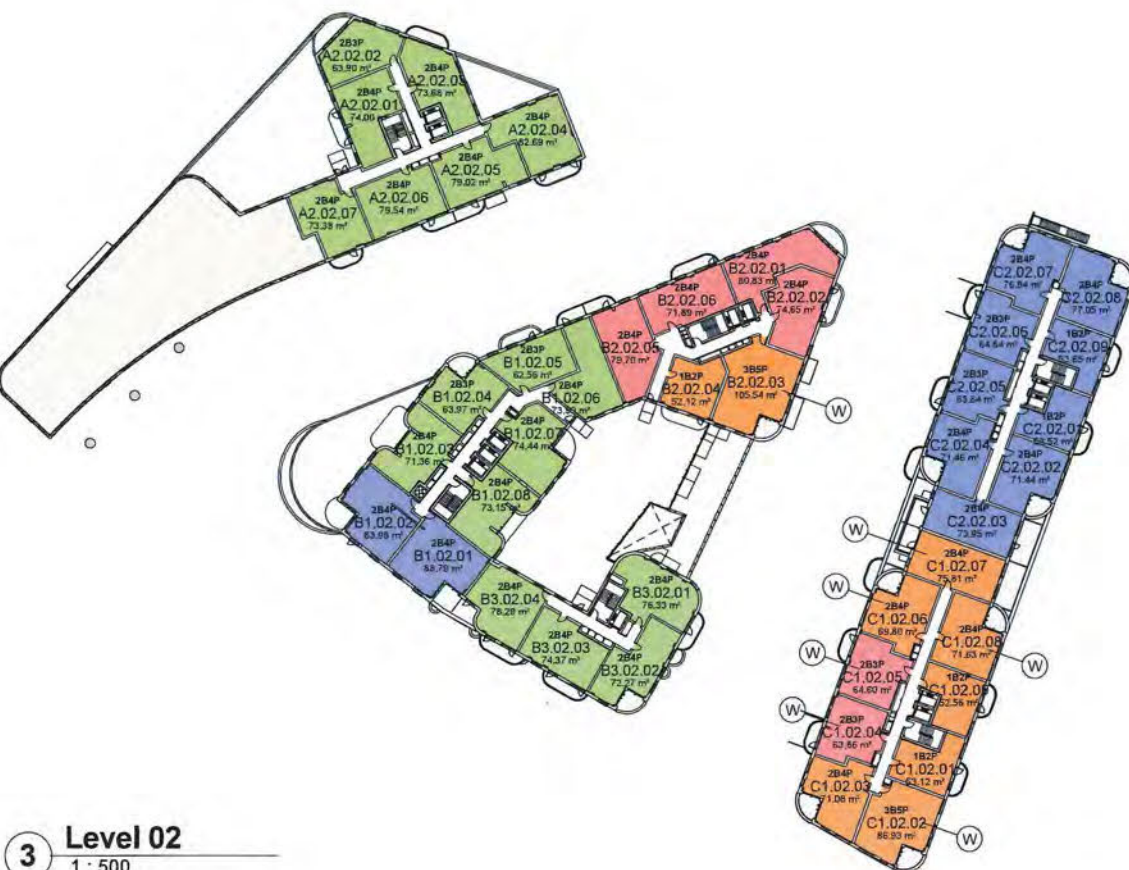
CZWG

Scale @ A1
1 : 500
Drawing No:
1997-00-DR-0051

Rev:
D07

1 Level 00
1 : 500

2 Level 01
1 : 500



3 Level 02
1 : 500

4 Level 03
1 : 500

Scale 1:500

Tenure Mix Key

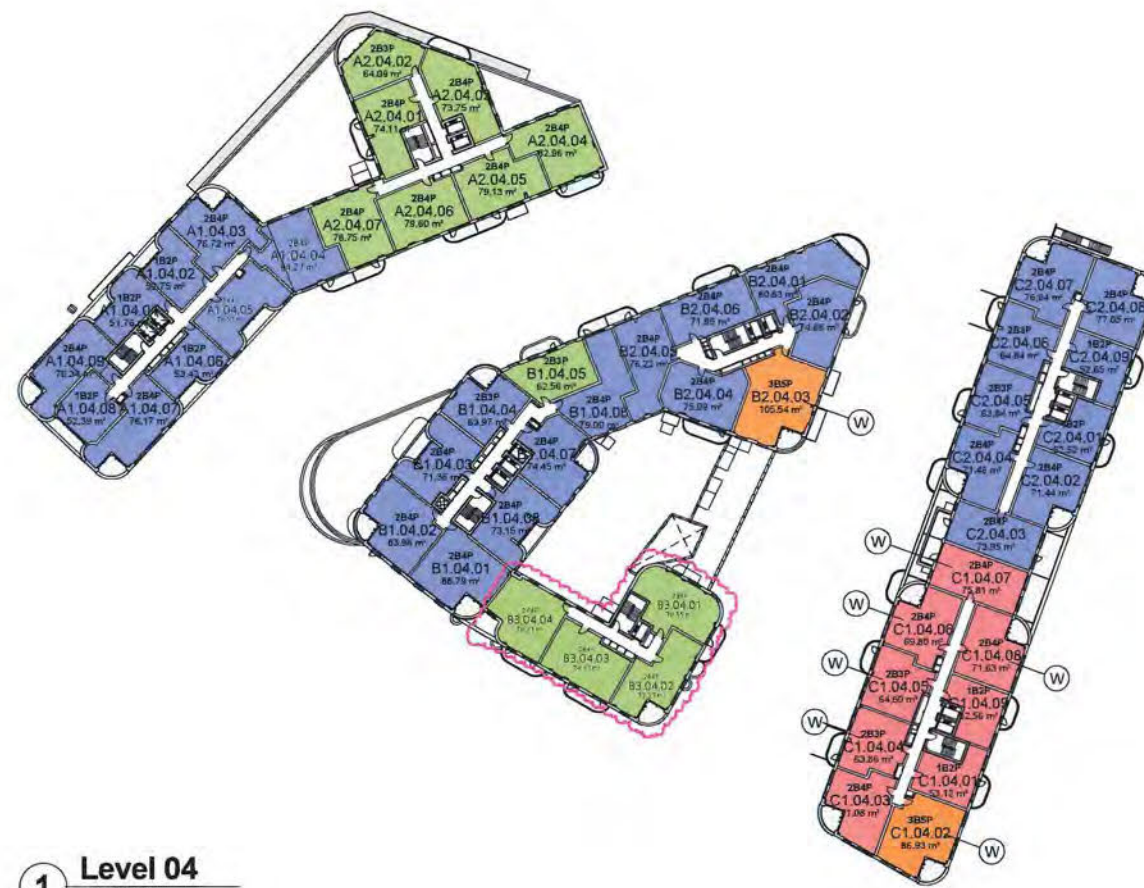
- PRIVATE
- SOCIAL RENT
- AFFORDABLE RENT
- SHARED OWNERSHIP

For illustrative purpose only

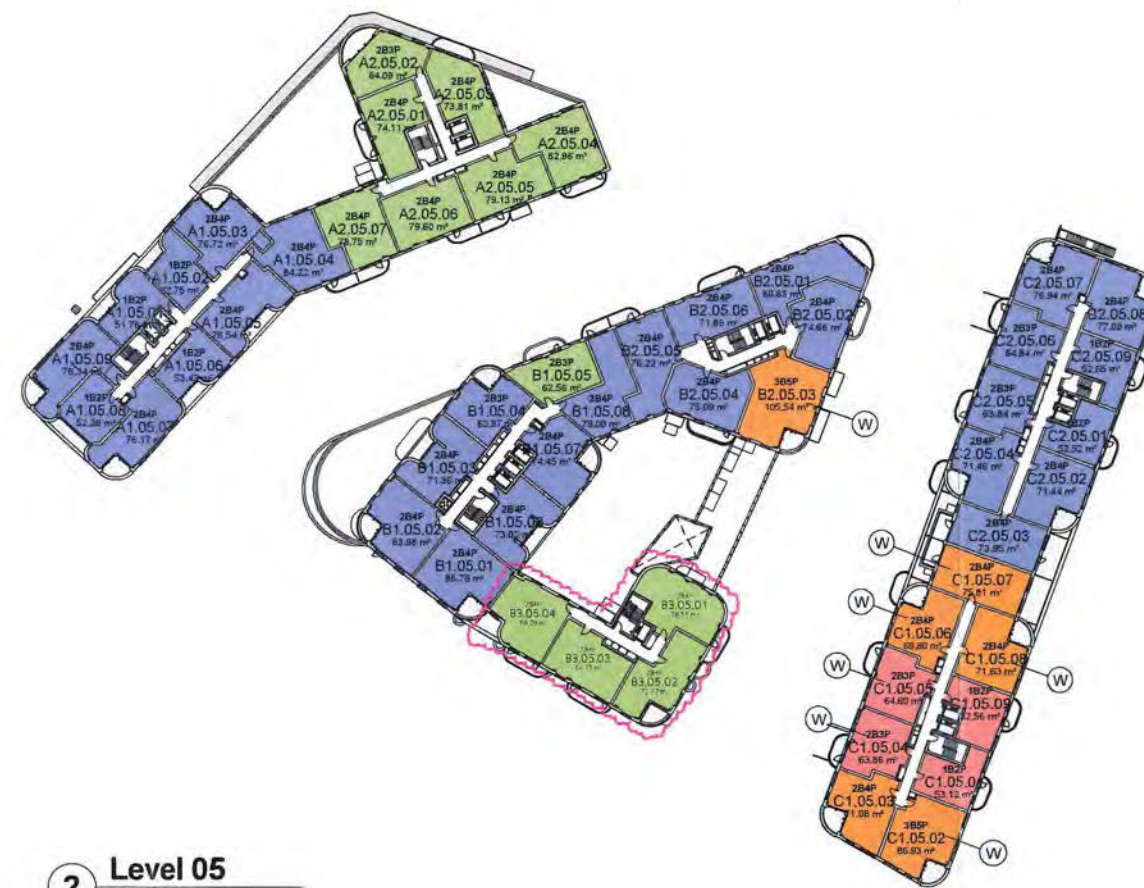
(W) Flats which are designed to be Part M4(3) 'Adaptable'

[Handwritten signature]

[Handwritten signature]



1 Level 04
1: 500



2 Level 05
1: 500



3 Level 06
1: 500



4 Level 07
1: 500

5318

Rev: D06	Date: 21.06.17	Drw: HA	Chk: MBD
Title block amended			
Rev: D05	Date: 18.01.17	Drw: PA	Chk: AW
16 B3 A.R. Apartments changed to S.O.			
Rev: D04	Date: 09.01.17	Drw: KE	Chk:
Adaptable wheelchair flats identified			
Rev: D03	Date: 18.10.16	Drw: PA	Chk: MBD
Potential adaptable wheelchair flats identified			
Rev: D02	Date: 16.09.16	Drw: PA	Chk: MBD
Tenure amended to suit client's comments			
Rev: D01	Date: 25.07.16	Drw: PA	Chk: MBD
Issued for information			

Do not scale off this drawing
 Report all errors and omissions to the Architect
 Dimensions to be checked on site
 Plot date: 21/06/2017 16:24:06

Client:
 Genesis Housing Association and
 Queens Park Rangers Holdings Ltd

Project:
 Oaklands

Title:
 Plan 2B - Affordable Housing Plans

Drawing status:
 Information



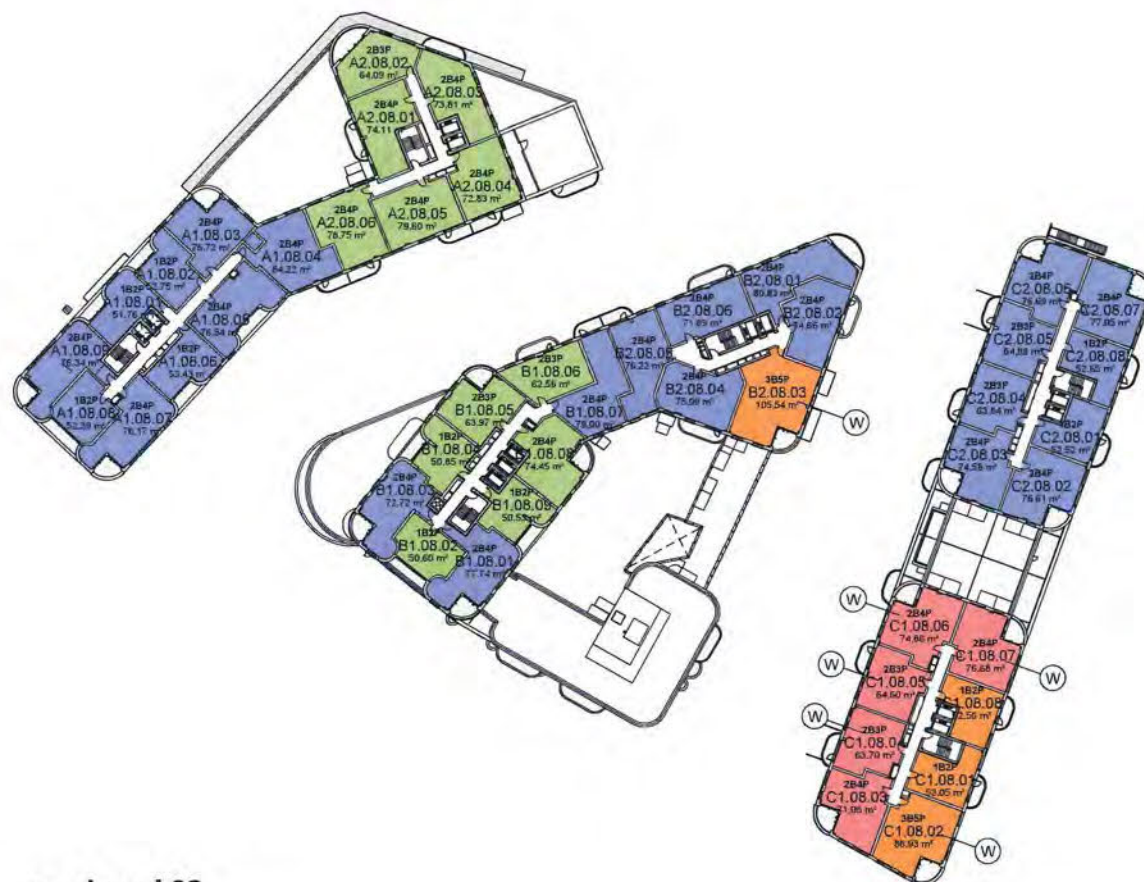
Tenure Mix Key

- PRIVATE
- SOCIAL RENT
- AFFORDABLE RENT
- SHARED OWNERSHIP

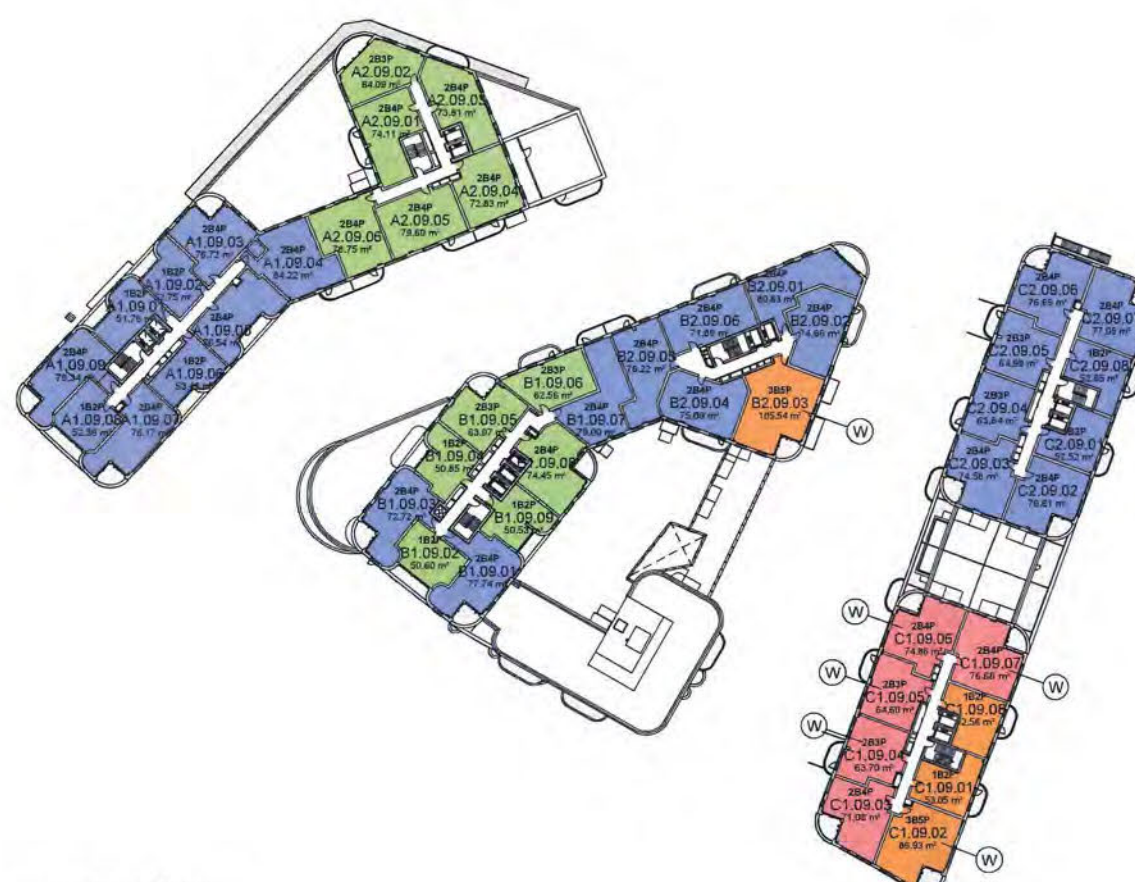
For illustrative purpose only

- (W) Flats which are designed to be Part M4(3) 'Adaptable'

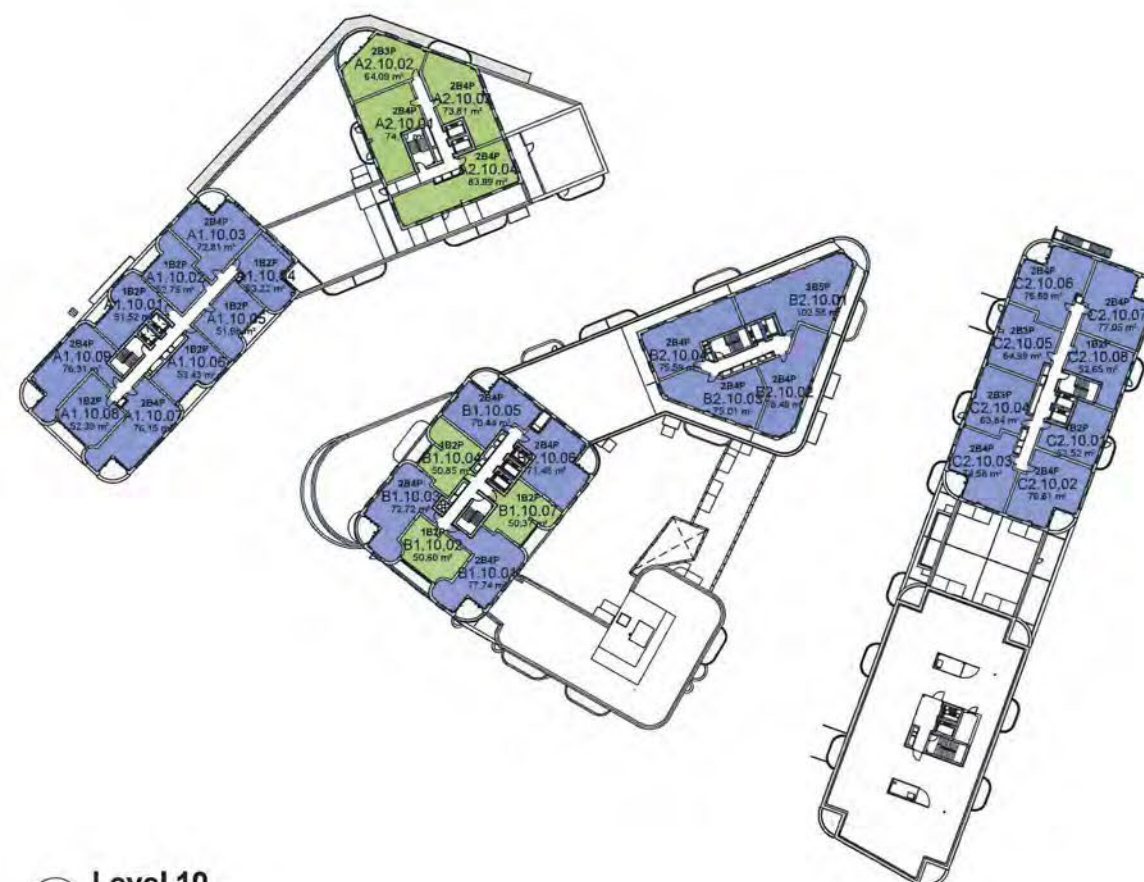
Handwritten signature: Peter Griffiths



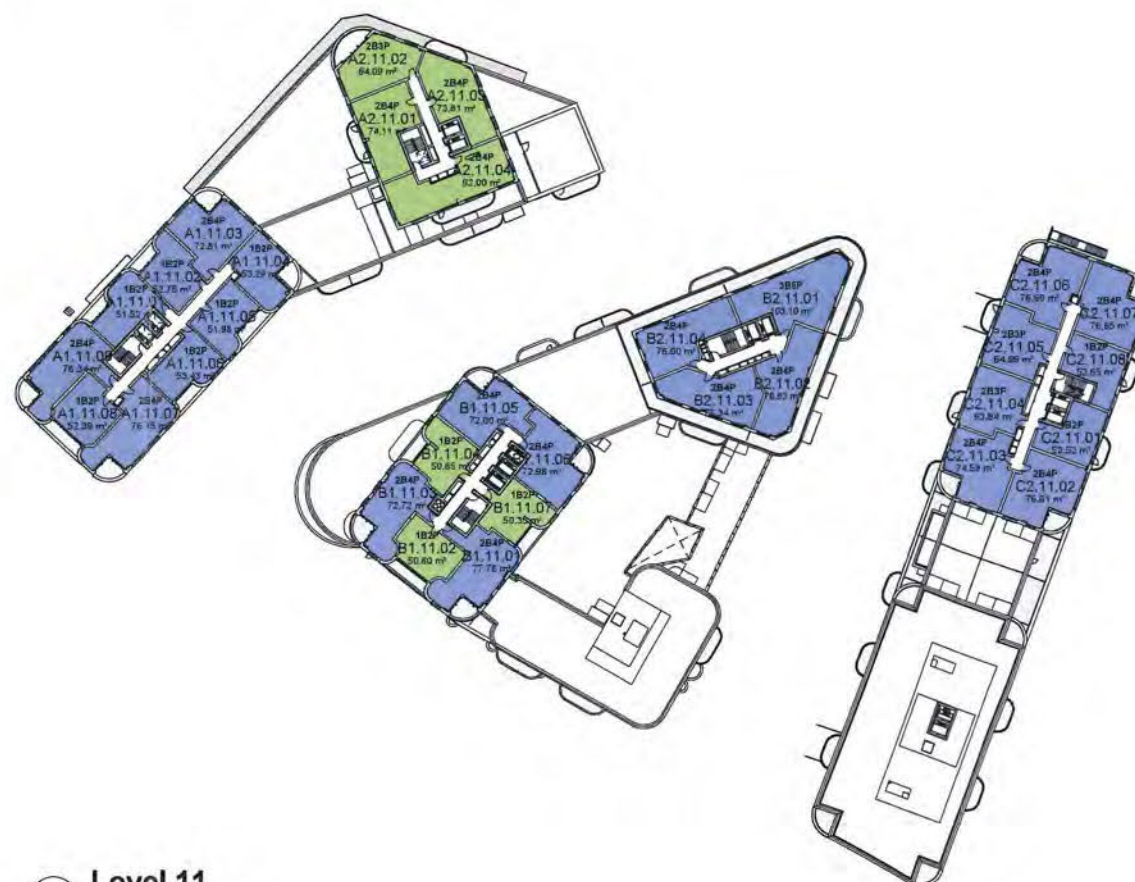
1 Level 08
1:500



2 Level 09
1:500



3 Level 10
1:500



4 Level 11
1:500

S318

Rev: D05	Date: 21.06.17	Drw: HA	Chk: MBD
Rev: D04	Date: 09.01.17	Drw: KE	Chk:
Rev: D03	Date: 16.10.16	Drw: PA	Chk: MBD
Rev: D02	Date: 16.09.16	Drw: PA	Chk: MBD
Rev: D01	Date: 25.07.16	Drw: PA	Chk: MBD

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

Project:
Oaklands

Title:
Plan 2C - Affordable Housing Plans

Drawing status:
Information

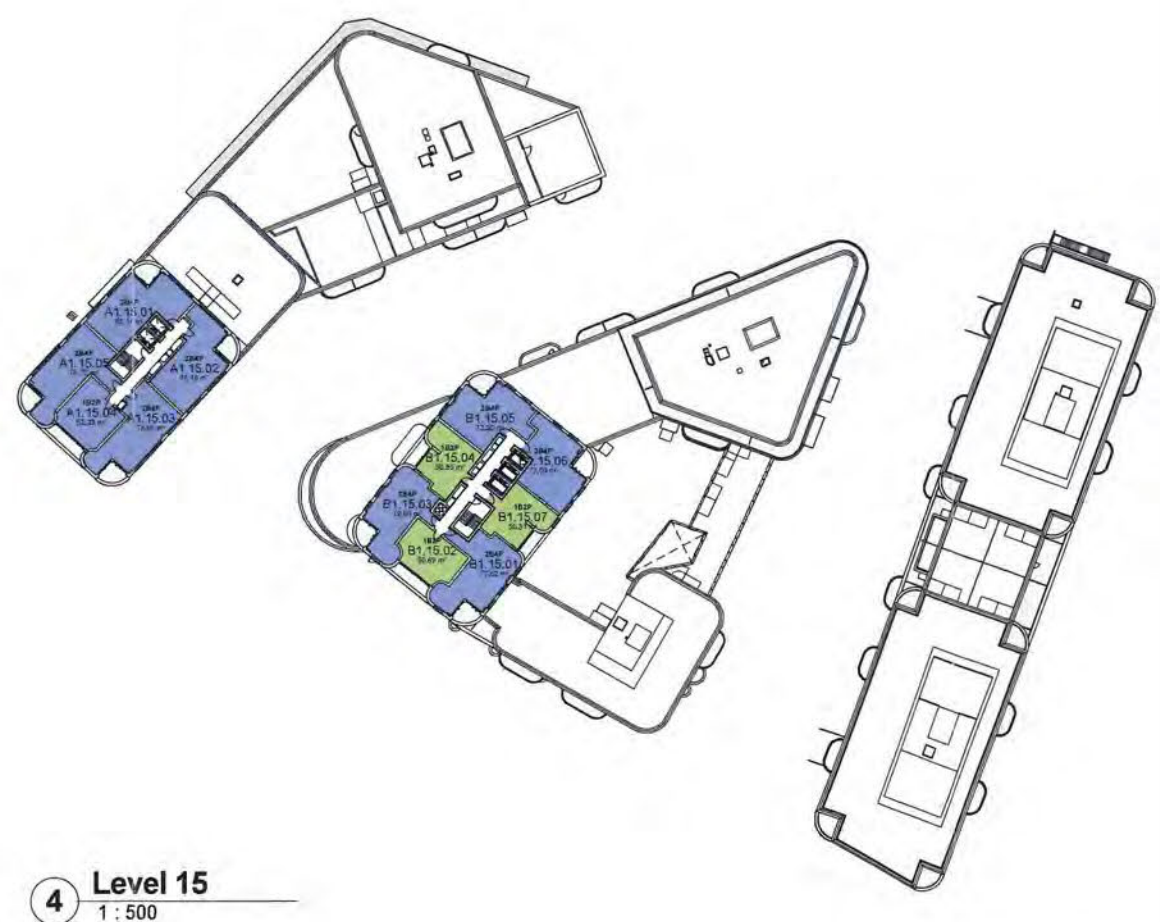
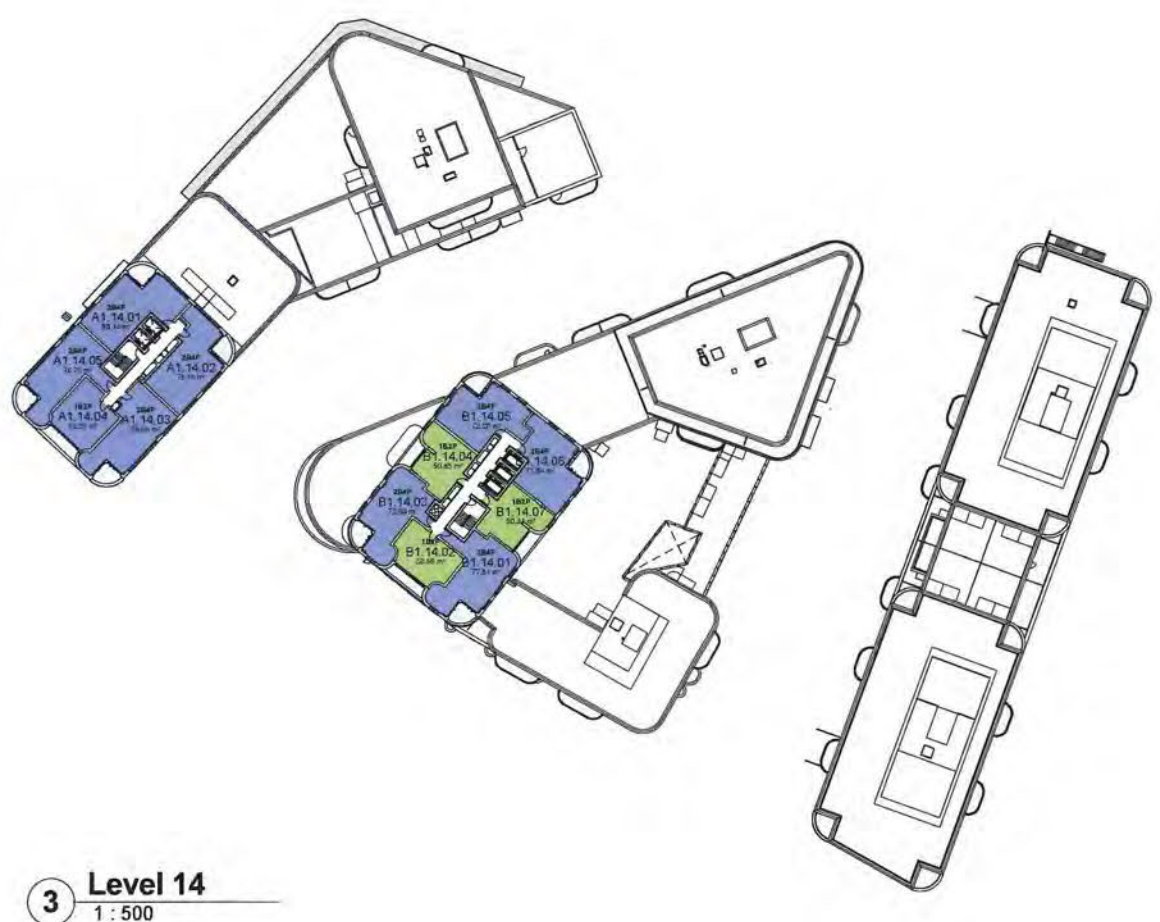
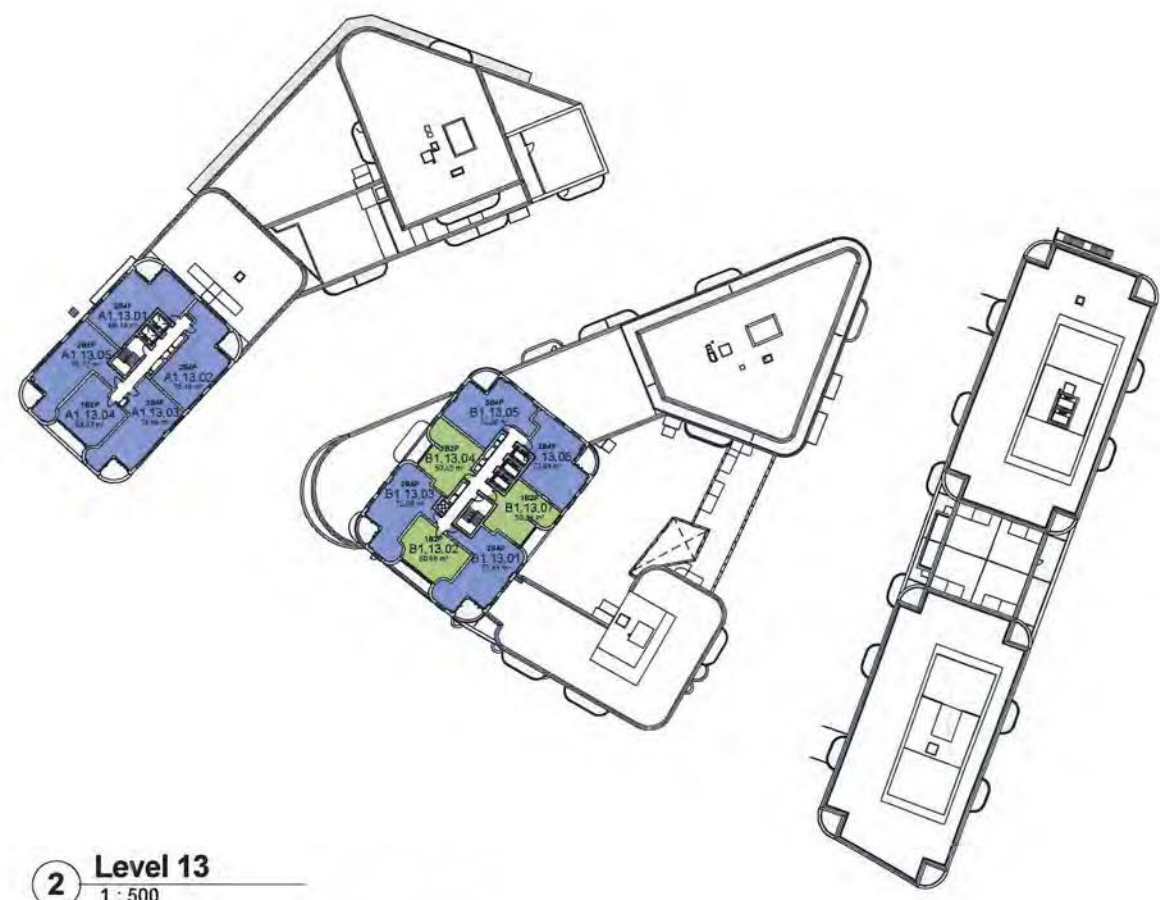
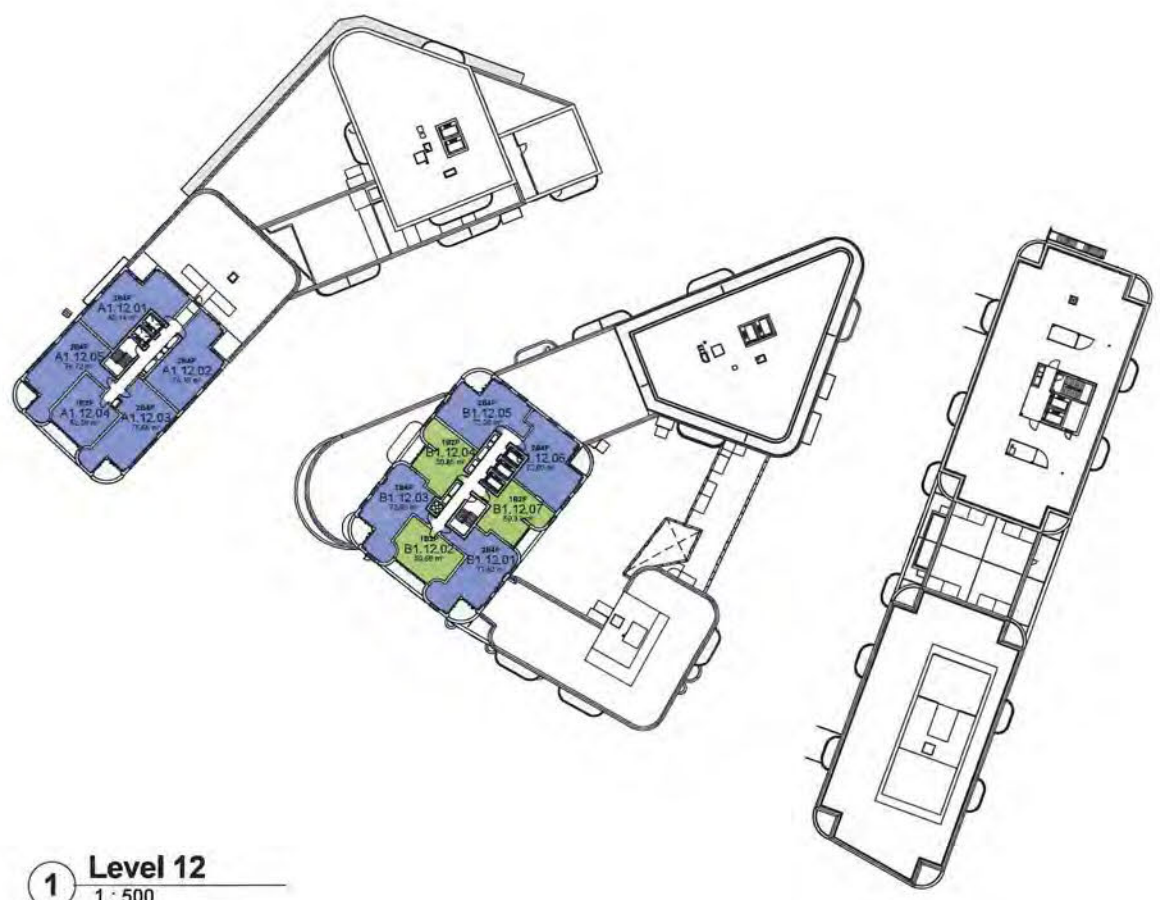
CZWG

Scale @ A1
1:500
Drawing No: 1997-00-DR- 0053
Rev: D05

Tenure Mix Key
 PRIVATE
 SHARED OWNERSHIP

For illustrative purpose only

RSW
dm
Robert Walker



5318

Rev: D01 Date: 25.07.16 Dwg: FA Chk: MBD
 Issued for information
 Do not scale off this drawing
 Report all errors and omissions to the Architect
 Dimensions to be checked on site
 Plot date: 21/08/2017 16:24:44

Client:
 Genesis Housing Association and
 Queens Park Rangers Holdings Ltd

Project:
 Oaklands

Title:
 Plan 2D - Affordable Housing Plans

Drawing status:
 Information

CZWG

Scale @ A1
 1 : 500
 Drawing No:
 1997-00-DR- 0054
 Rev:
 D02



Tenure Mix Key

PRIVATE
SHARED OWNERSHIP

For illustrative purpose only

RSW

JA

[Handwritten signature]

S318

Rev: D02 Date: 21.06.17 Drw: HA Chk: MBD
Title block amended

Rev: D01 Date: 25.07.16 Drw: PA Chk: MBD
Issued for information

Do not scale off this drawing
Report all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 21/06/2017 16:25:02

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

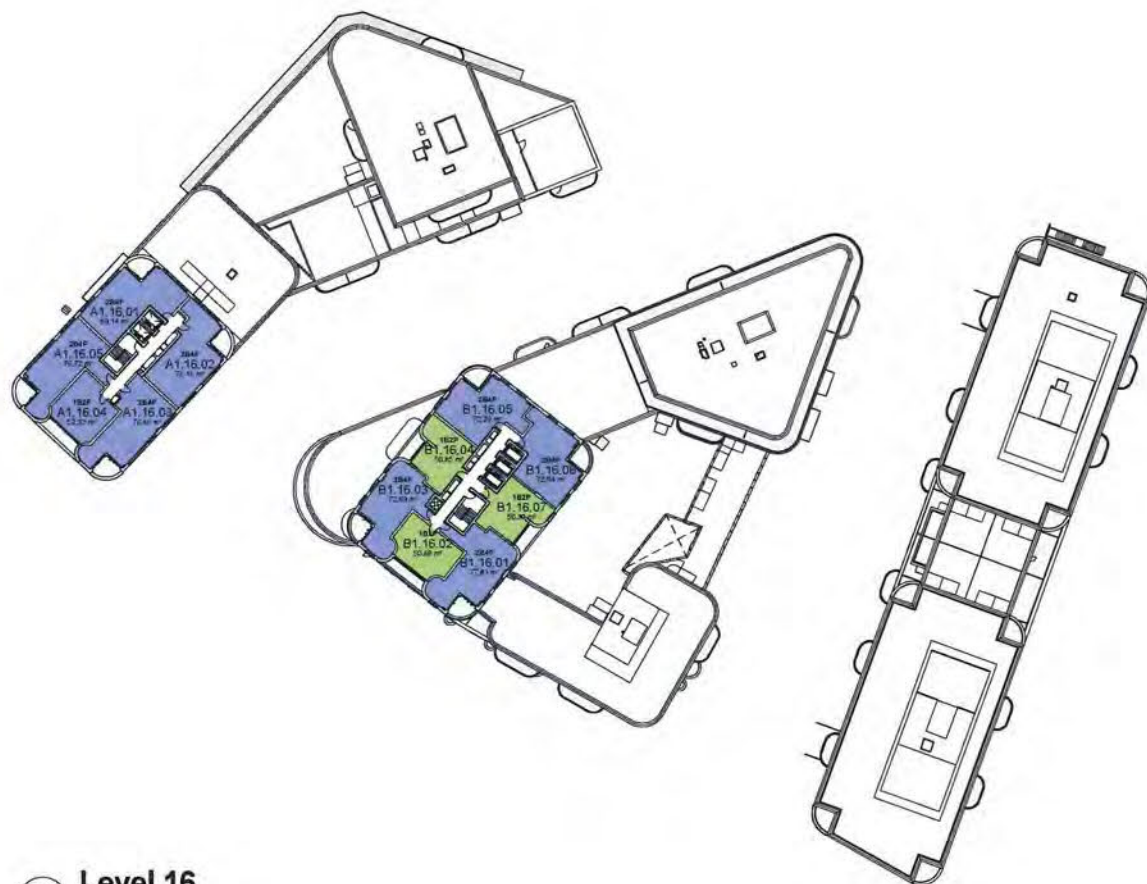
Project:
Oaklands

Title:
Plan 2E - Affordable Housing Plans

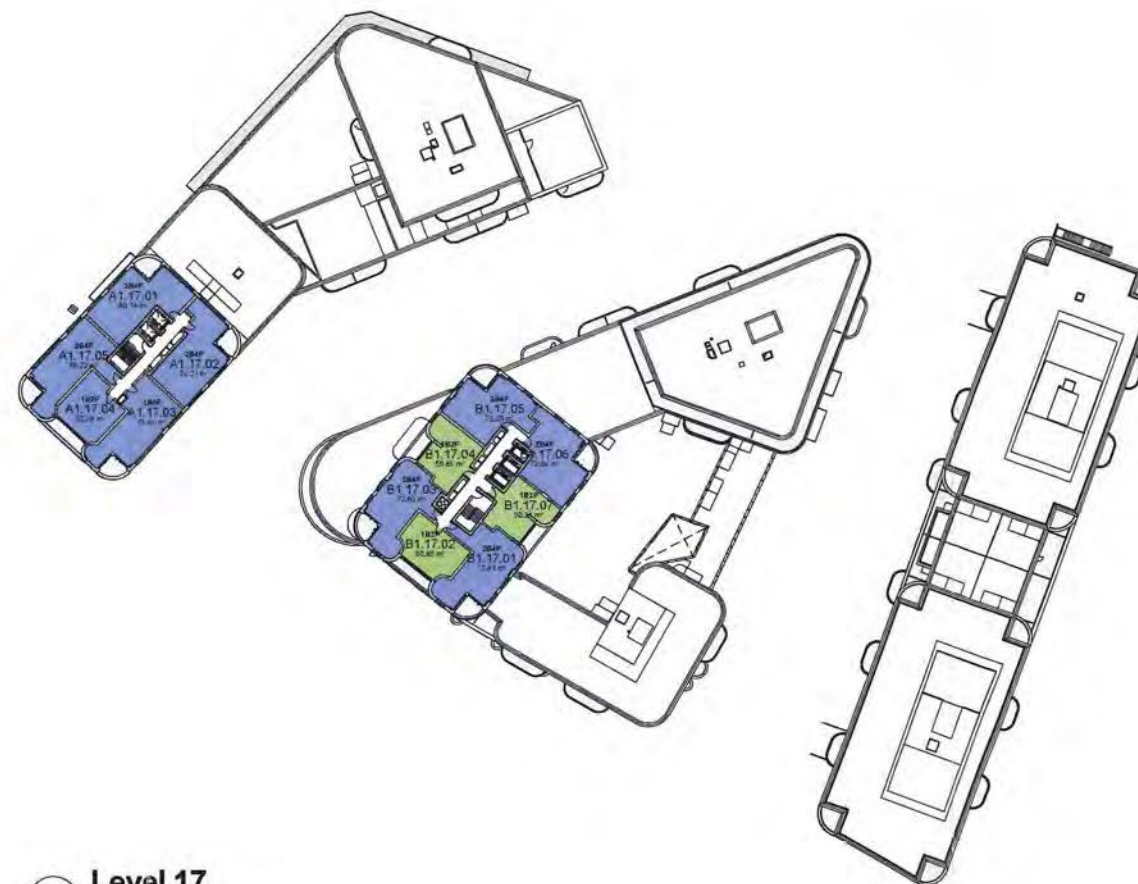
Drawing status:
Information

CZWG

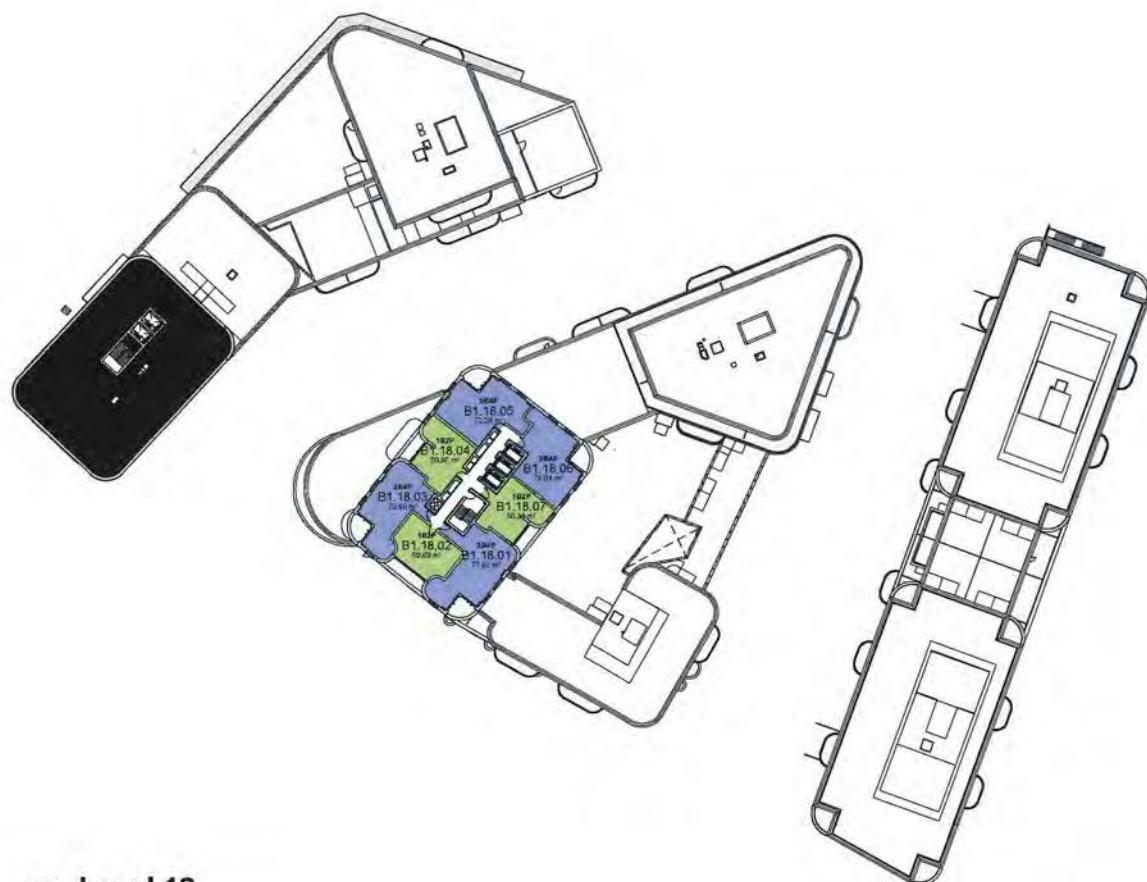
Scale @ A1
1 : 500
Drawing No.
1997-00-DR- 0055 Rev.
D02



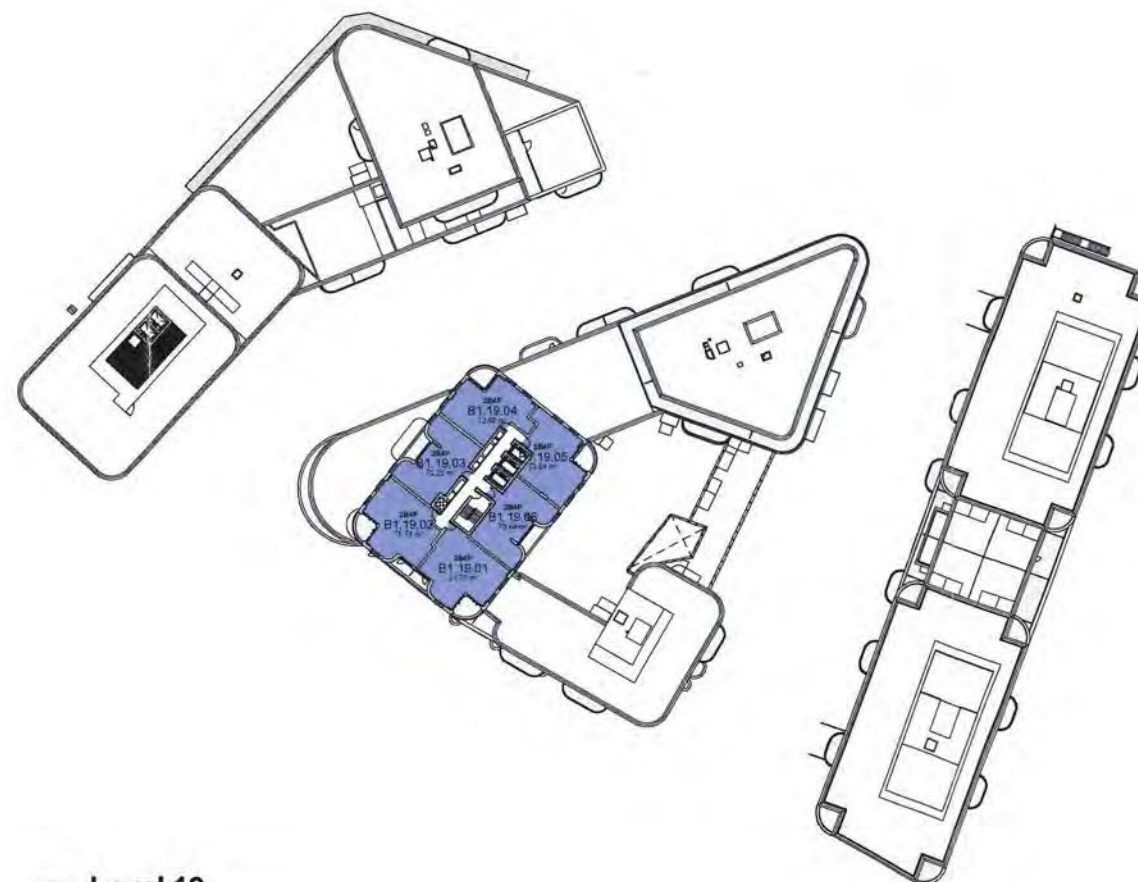
1 Level 16
1 : 500



2 Level 17
1 : 500



3 Level 18
1 : 500



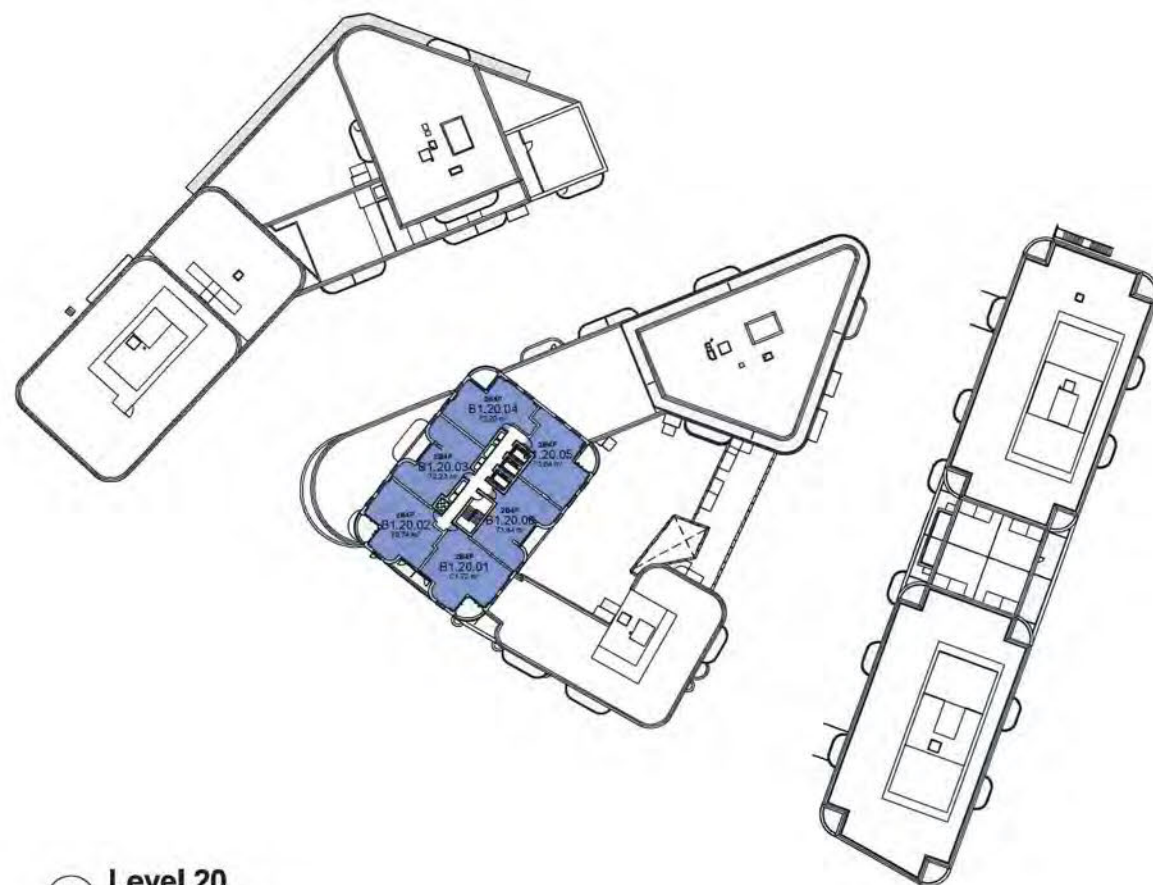
4 Level 19
1 : 500

5 0 5 10 15 20 25
SCALE 1:500 m

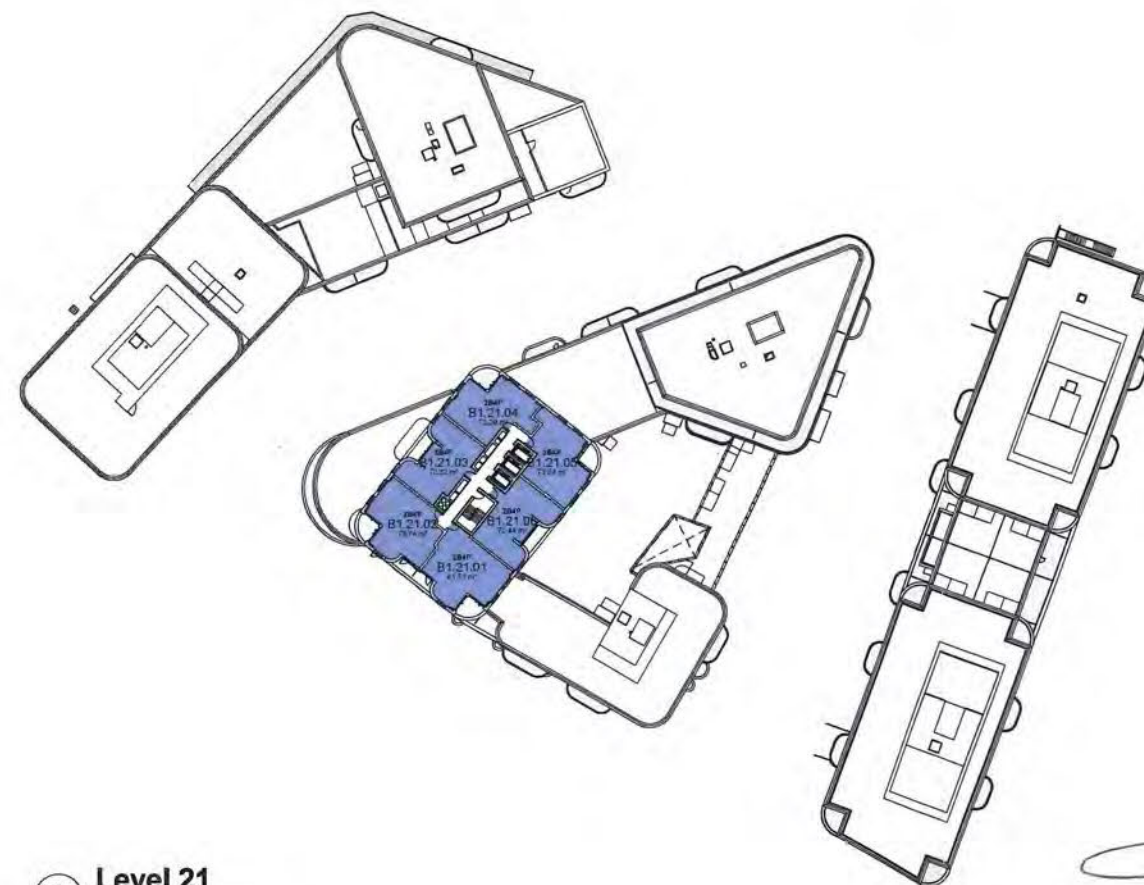
Tenure Mix Key

PRIVATE

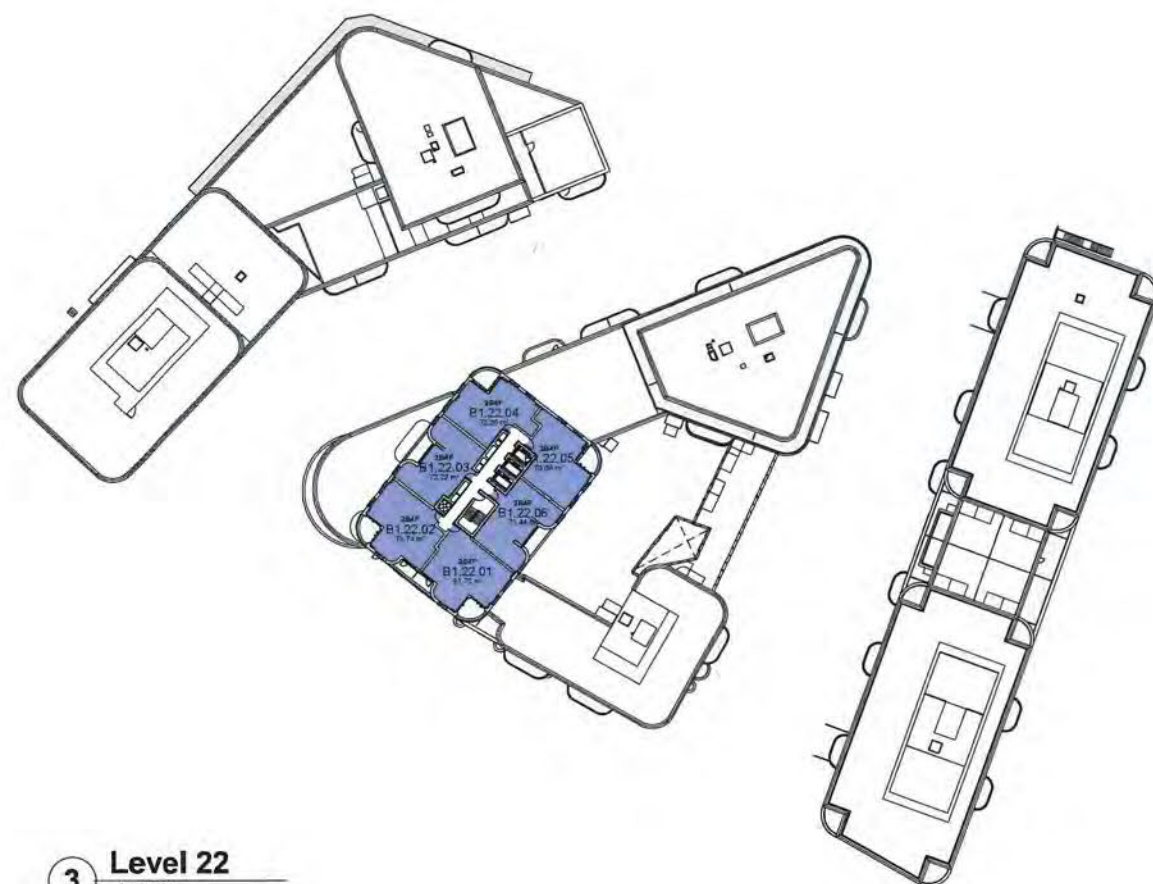
For illustrative purpose only



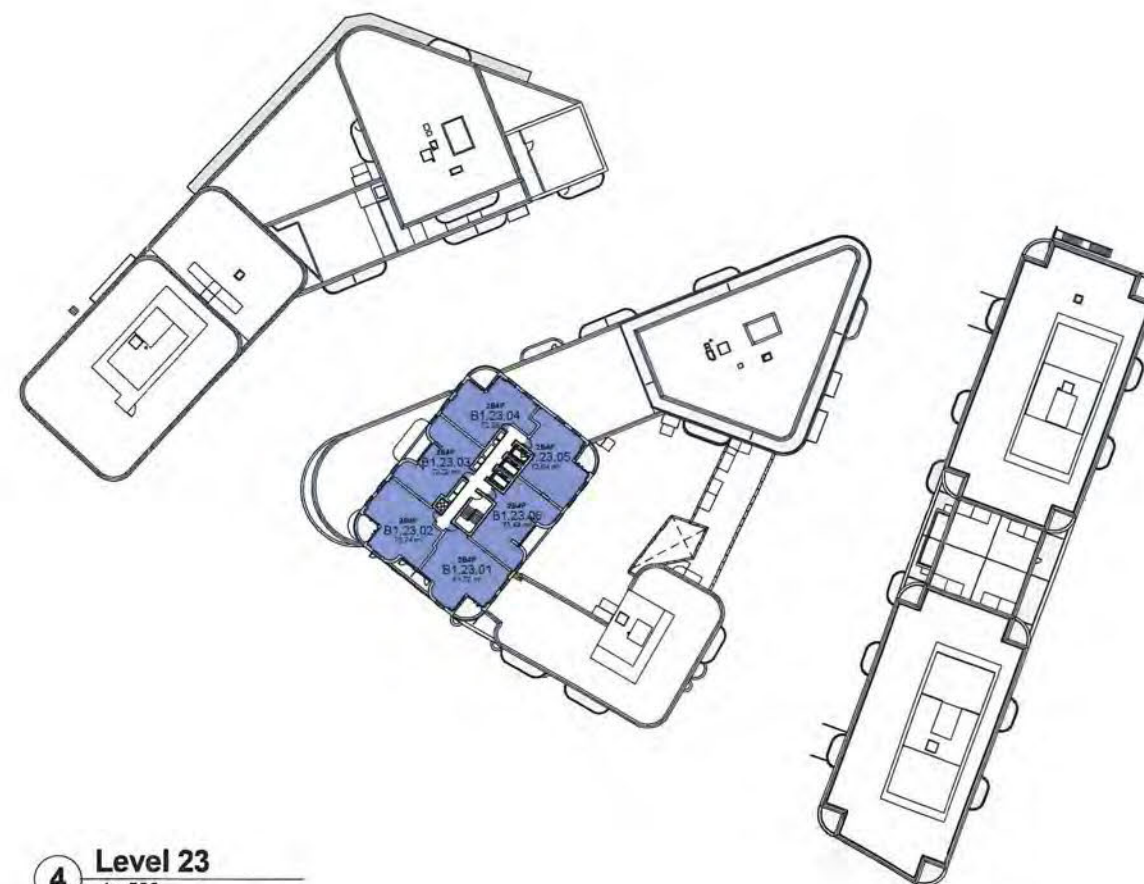
1 Level 20
1 : 500



2 Level 21
1 : 500



3 Level 22
1 : 500



4 Level 23
1 : 500

5 0 5 10 15 20 25
SCALE 1:500
m

5318

Rev: D02 Date: 21.06.17 Drw: HA Chk: MBD
Title block amended
Rev: D01 Date: 25.07.16 Drw: PA Chk: MBD
Issued for information

Do not scale off this drawing
Report all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 21/06/2017 16:27:20

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

Project:
Oaklands

Title:
Plan 2F - Affordable Housing Plans

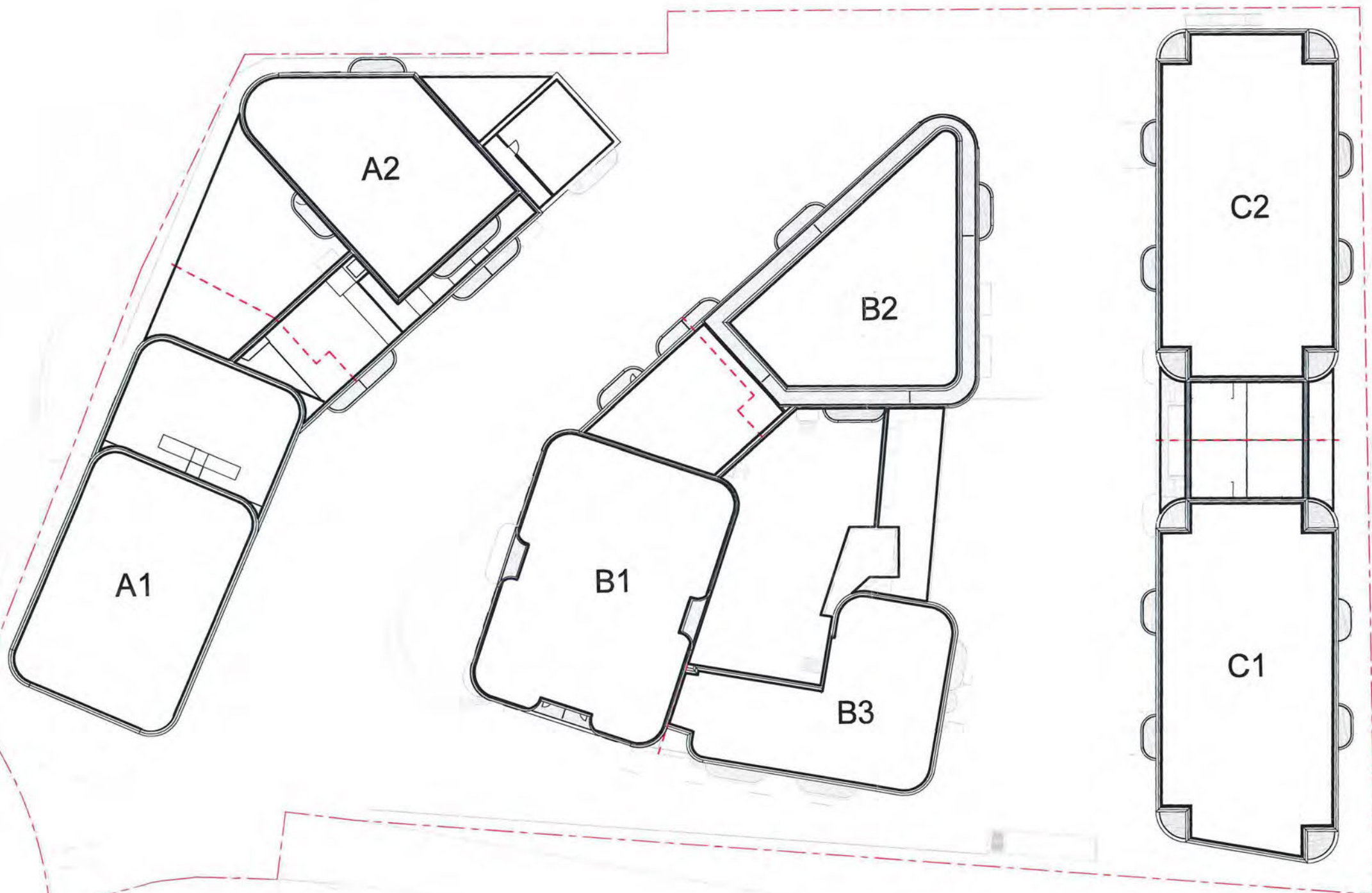
Drawing status:
Information

CZWG

Scale @ A1
1 : 500
Drawing No:
1997-00-DR- 0056
Rev:
D02



S318



Restoration
R. Swan
OK

Rev: D05	Date: 29.06.17	Drw: VM	Chk: MBD
Graphics amended			
Rev: D04	Date: 21.06.17	Drw: HA	Chk: MBD
Title block amended. Landscaping amended			
Rev: D03	Date: 16.05.2017	Drw: AR	Chk: AW
Roof landscape details omitted.			
Rev: D02	Date: 10.05.2017	Drw: AR	Chk: AW
Roof gardens B1 and C1 amended.			
Rev: D01.01	Date: 11.04.2017	Drw: AR	Chk: AW
Initial issue			



Do not scale off this drawing
Report all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 29/06/2017 12:35:57

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

Project:
Oaklands

Title:
Plan 3 - Building Plan

Drawing status:
Information

- Key:
-  - Pedestrian Link
 -  - Public Open Space

5318

Handwritten signature: J. Swain

Handwritten initials: JAS

Rev: D04 Date: 21.06.17 Drw: HA Chk: MBD
Title block amended. Landscaping amended
Rev: D03 Date: 16.05.2017 Drw: AR Chk: AW
Building details omitted.
Rev: D02 Date: 10.05.2017 Drw: AR Chk: AW
Public open space has been revised in accordance with
OPDC instructions.
Rev: D01.02 Date: 12.04.2017 Drw: AR Chk: AW
Safeguarded land hatch has been removed.
Rev: D01.01 Date: 11.04.2017 Drw: AR Chk: AW
Initial issue
Do not scale off this drawing
Report all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 21/06/2017 16:45:31

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

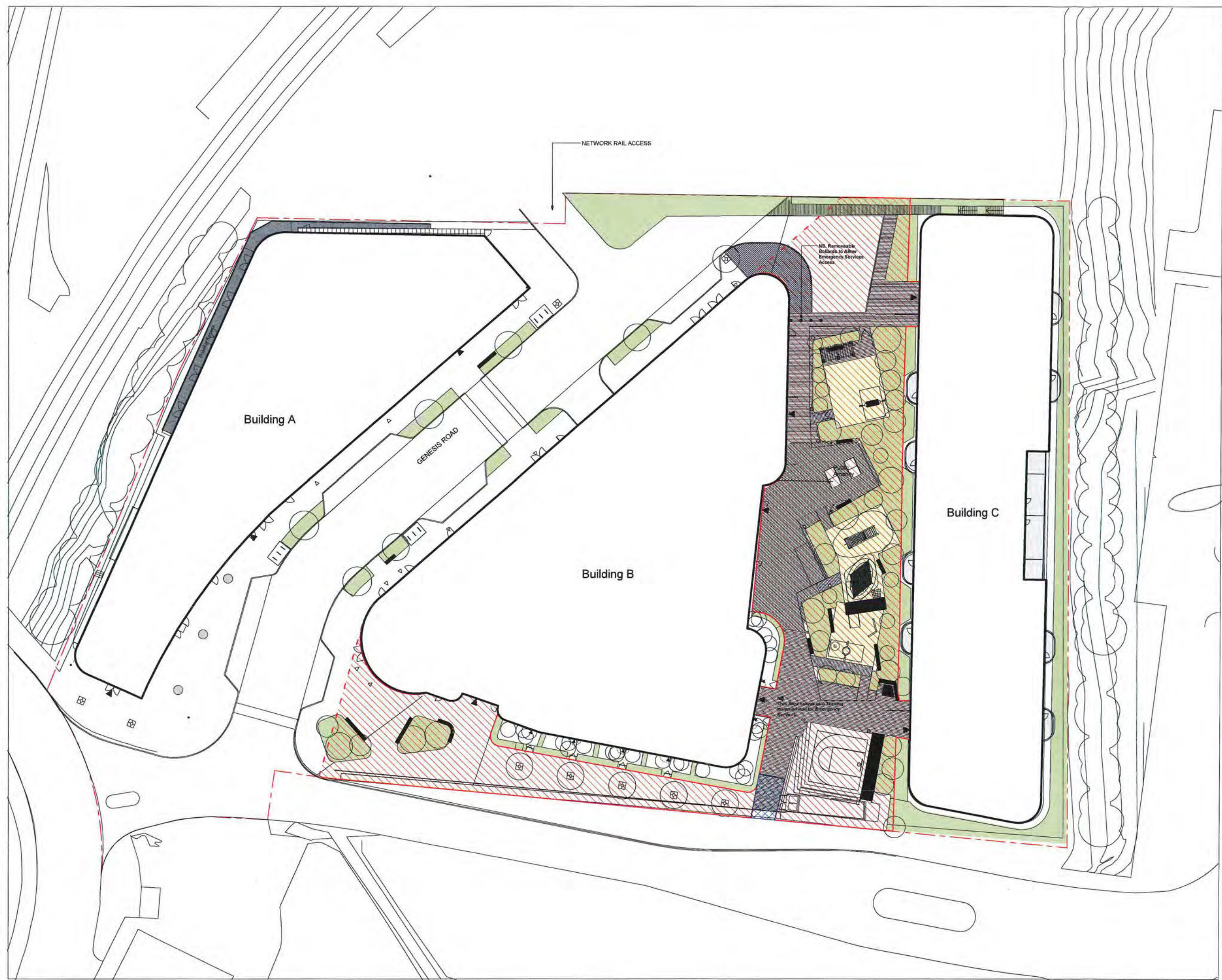
Project:
Oaklands

Title:
Plan 4 - Public Open Space and
Pedestrian Link Plan


Drawing status:
Information


CZWG

Scale @ A1
1 : 250
Drawing No.
1997-00- LR-000301
Rev.
D04



Key:

 - Extension Road

 - Genesis Road

S318

Handwritten signature: Victoria Harris
Handwritten signature: R. Swain

Handwritten signature: [Signature]

Handwritten initials: JH

Rev: D04	Date: 21.06.17	Drw: HA	Chk: MBD
Title block amended. Landscaping amended			
Rev: D03	Date: 16.05.2017	Drw: AR	Chk: AW
Building details omitted.			
Rev: D02	Date: 10.05.2017	Drw: AR	Chk: AW
S106 Issue.			
Rev: D01.02	Date: 11.04.2017	Drw: AR	Chk: AW
Road hatch and key have been revised.			
Rev: D01.01	Date: 11.04.2017	Drw: AR	Chk: AW
Initial Issue			
Do not scale off this drawing Report all errors and omissions to the Architect Dimensions to be checked on site Plot date: 21/06/2017 17:05:50			

Client:
Genesis Housing Association and
Queens Park Rangers Holdings Ltd

Project:
Oaklands

Title:
Plan 5 - Genesis Road and the
Safeguarded Land

Drawing status:
Information

CZWG

Scale @ A1
1 : 250
Drawing No:
1997-00- LR-000300
Rev:
D04



Tenure Mix Key

PRIVATE

For illustrative purpose only

[Handwritten signatures and initials]

5318

Rev: D02 Date: 21.06.17 Drw: HA Chk: MBD
 Title block amended
 Rev: D01 Date: 25.07.16 Drw: PA Chk: MBD
 Issued for information
 Do not scale off this drawing
 Report all errors and omissions to the Architect
 Dimensions to be checked on site
 Plot date: 21/06/2017 16:25:23

Client:
 Genesis Housing Association and
 Queens Park Rangers Holdings Ltd

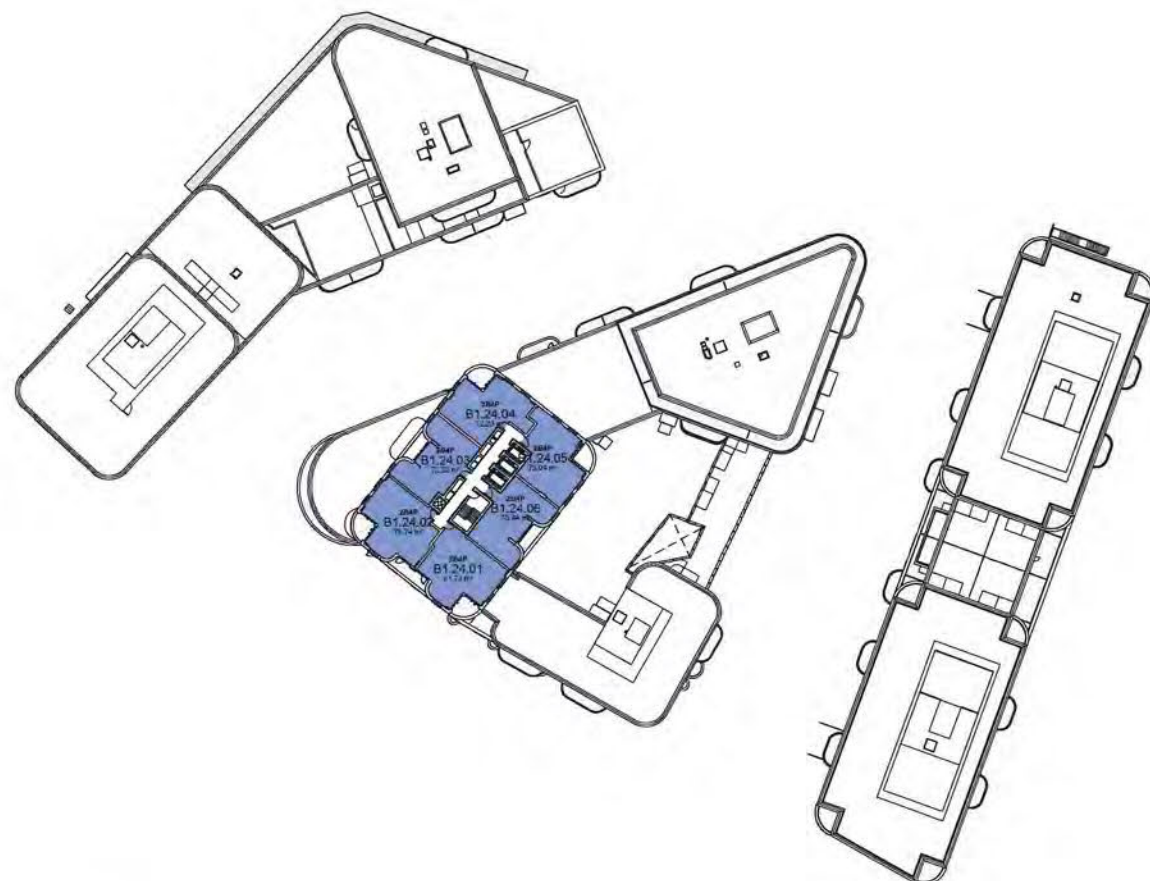
Project:
 Oaklands

Title:
 Plan 2G - Affordable Housing Plans

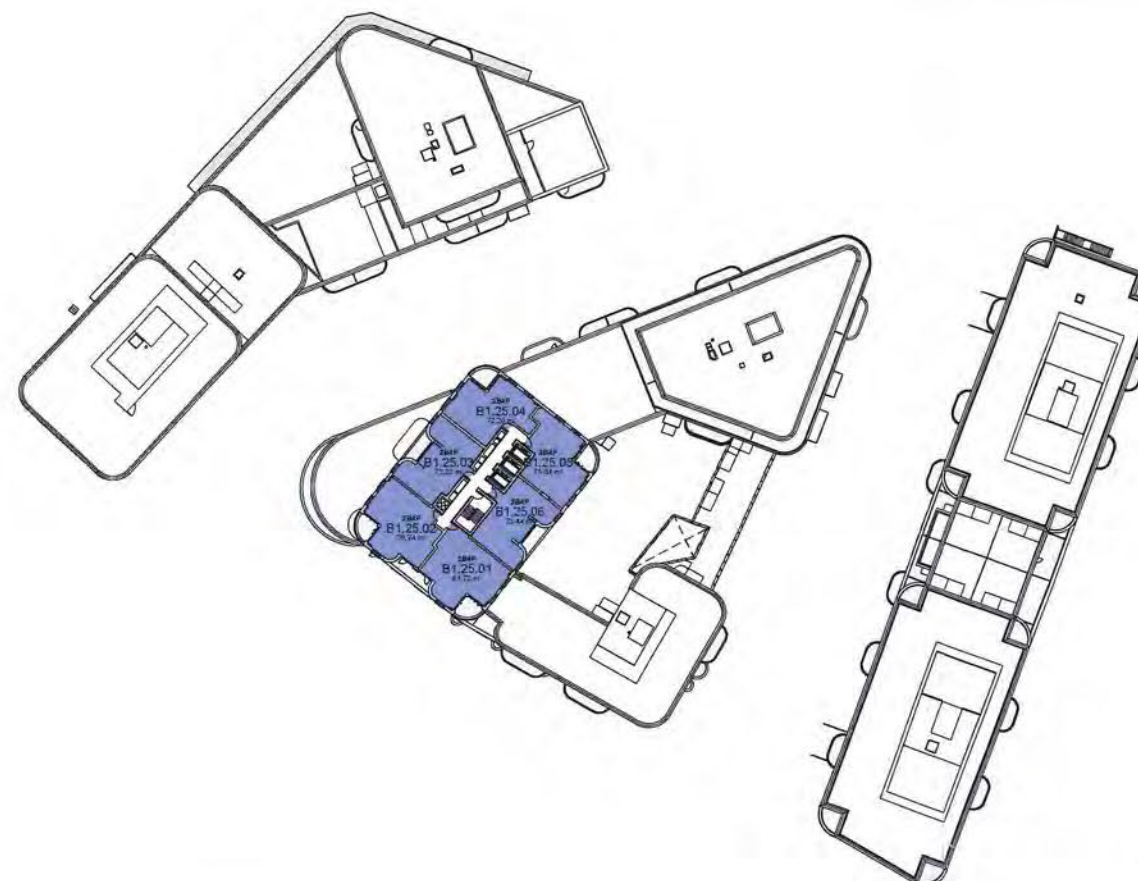
Drawing status:
 Information

CZWG

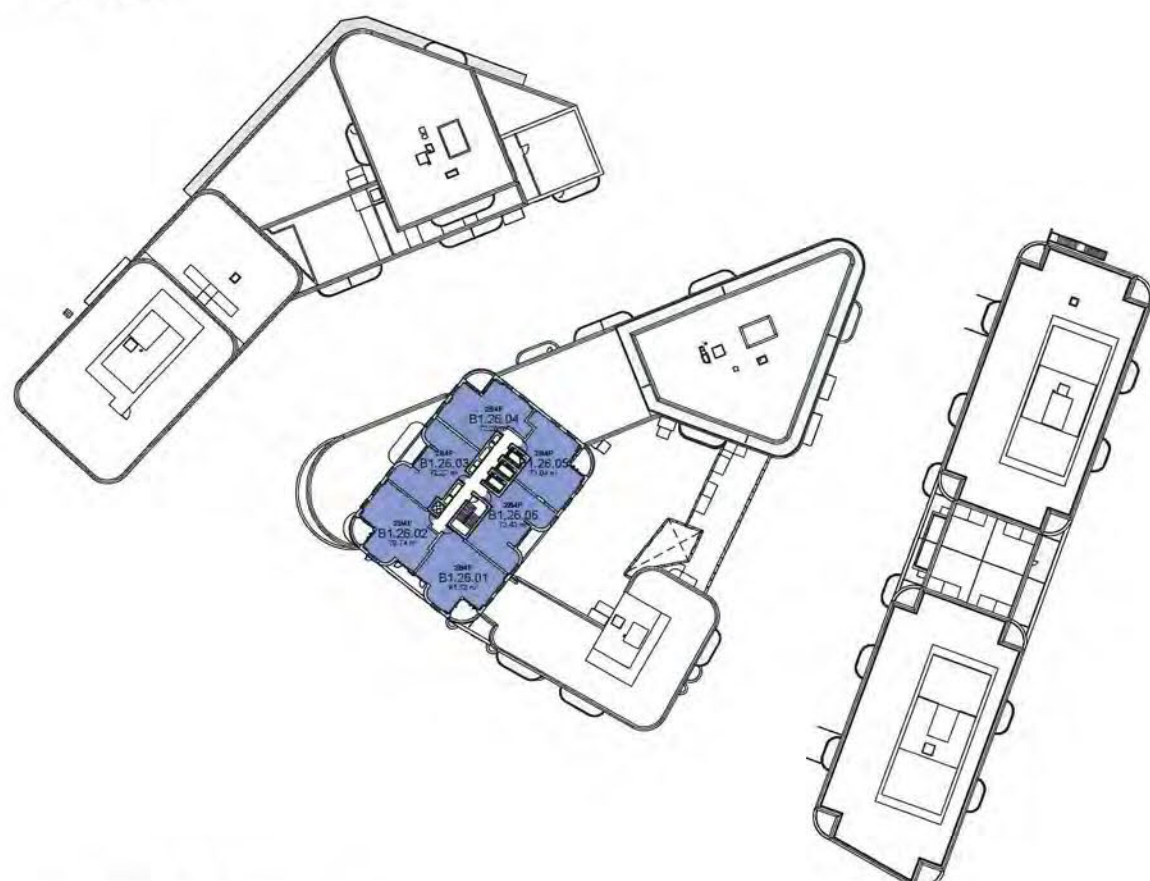
Scale @ A1
 1 : 500
 Drawing No:
 1997-00-DR- 0057 Rev:
 D02



1 **Level 24**
 1 : 500



2 **Level 25**
 1 : 500



3 **Level 26 Tenure**
 1 : 500

5 0 5 10 15 20 25
 SCALE 1:500 m

SCHEDULE 2
Draft Planning Permission



FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Genesis Housing Association and
Queen's Park Rangers Holdings Ltd

Agent

Eve Campbell
Hepher Grincell Development Services
45 Wellbeck Street
London W1G 8DZ

Part I - Particulars of Application

Date of Application: 26-January-2016

Application No: 15/0091/FULOPDC

Proposal: Demolition of existing structures and redevelopment of the Oaklands House site to include 3 mixed-use blocks, ranging in height from 6-26 storeys. The combined scheme comprises 605 (reduced from 611) residential units (Use Class C3) and 3,500 sqm of in part double height commercial floorspace, providing a flexible range of uses (Use Classes A1, A2, A3, A4, B1, D1 and D2). The scheme provides 120 underground car parking spaces, 1,080 cycle spaces, amenity space, landscaping and associated public realm. A new site access road is proposed linking the existing access road and Old Oak Common Lane.

Location: Oaklands, Old Oak Common Lane, London, NW10 6DU

Part II – Particulars of Decision

In pursuance of the powers under the above Act and Order, 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:

1. COMPLIANCE – Approved plans

The development shall be carried out in accordance with the following drawings:

1997-00-DR-0010-P05; 1997-00-DR-0099-P04; 1997-00-DR-0100-P09; 1997-00-DR-0101-P05; 1997-00-DR-0102-P05; 1997-00-DR-0103-P04; 1997-00-DR-0104-P04; 1997-00-DR-0106-P04; 1997-00-DR-0107-P04; 1997-00-DR-0110-P05; 1997-00-DR-0111-P05; 1997-00-DR-0112-P05; 1997-00-DR-0113-P05; 1997-00-DR-0118-P06; 1997-00-DR-0119-P05; 1997-00-DR-0124-P05; 1997-00-DR-0199-P06; 1997-00-DR-0400-P05; 1997-00-DR-0402-P05; 1997-00-DR-0404-P05; 1997-00-DR-0450-P03; 1997-00-DR-1099-P04; 1997-00-DR-1100-P08; 1997-00-DR-1101-P06; 1997-00-DR-1102-P05; 1997-00-DR-1103-P04; 1997-00-DR-1104-P04; 1997-00-DR-1106-P04; 1997-00-DR-1107-P04; 1997-00-DR-1110-P05; 1997-00-DR-1111-P05; 1997-00-DR-1112-P05; 1997-00-DR-1113-P04; 1997-00-DR-1118-P05; 1997-00-DR-1119-P04; 1997-00-DR-1124-P04; 1997-00-DR-1199-P06; 1997-00-SC-1010-D03; 1997-00-SC-1011-D02; 1997-00-SC-1012-D02; 1997-10-DR-0601-P04; 1997-10-DR-0602-P04; 1997-10-DR-0650-P03; 1997-20-DR-0601-P05; 1997-20-DR-0602-P05; 1997-20-DR-0603-P04; 1997-20-DR-0604-P01, 1997-20-DR-0650-P03; 1997-30-DR-0601-P03; 1997-30-DR-0650-P03; 428_100 K, 428_101 B, 428_102 B, 428_110_A, 428_111_A, 428_150 F, 428_151 B, 428_152 B, 428_153 B, 428_500 B, 428_550 B, 428_551 B, 4311-660 P3, 4311-661 P4

Planning Statement by NQP Development Services dated January 2016

Design and Access Statement 1997-00-BR-1000-P01 by CZWG dated 15 January 2016

Play Strategy A (revised)

Transport Statement by Tim Spencer&Co dated January 2016

Environmental Statement by Savills comprising Volume 1: Main Text, Volume 2:

Appendices, Volume 3: Drawings and Non-Technical Summary all dated January 2016

Statement of Community Involvement by fortyshillings dated December 2015

Environmental Statement Regulation 22: Further Information and Clarifications by Savills dated March 2016, covering letter ref: GO/SB/ROL7407 dated 15.04.16

Rapid Health Impact Assessment Revision B by Mott MacDonald dated 11 March 2016

Oaklands TA FI Note 1, Oaklands TA FI Note 2, Oaklands TA FI Note 3, Oaklands TA FI Note 4, Oaklands TA FI Note 5

Ecological Construction Management Statement EDP2229_10a dated October 2016

Reptile Mitigation Strategy Note C_EDPP2229_11_23.01.17

Oaklands House, Old Oak Common Lane Air Quality Assessment by Phlorum dated June 2017

Written Scheme of Investigation PR/22961 by CgMs dated January 2017

Archaeological Impact Assessment PR/22961 by CgMs dated January 2017

Oaklands House Security Analysis and Bomb Blast Assessment by WSP dated March 2017
Construction and Environmental Management Plan Revision 5 by Galliford Try dated February 2017

Construction Logistics Plan Revision 4 by Galliford Try dated February 2017

Geotechnical and Geoenvironmental Interpretative Report – Revision B by CGL UK dated May 2017

Proposed Exploratory Hole Location Plan CG/18608-00X

Email from CGL UK dated 2 June 2017

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. PRIOR TO ABOVE GROUND WORKS – Detailed drawings

Notwithstanding the submitted details, prior to the commencement of work on the corresponding part of the development, not including demolition, site clearance and ground works, detailed drawings comprising elevations and sections of the following parts of the development at 1:20 or 1:50 as appropriate shall be submitted to and approved in writing by the local planning authority:

- a. A bay study of the glazing system to buildings A and B showing how vertical glazing bars contribute to the appearance of double floor heights;
- b. A bay study of the brickwork;
- c. Residential entrances (with canopies where relevant);
- d. Principle features on all facades;
- e. Balconies (including soffits and balustrades);
- f. Shopfronts and windows/glazing to the commercial uses;
- g. Typical window openings to the 3 buildings including surrounds;
- h. The vehicular entrance to the basement including the provision of any lighting;
- i. The parapets/roof edges and balustrading at the top of each building;
- j. Any roof level structures including flues and lift overruns.

The development shall be carried out in accordance with the details approved pursuant to this condition.

Reason: To ensure that the appearance of the buildings are suitable and they contribute to the character and appearance of the area in accordance with London Plan (2016) policies 7.4 'Local Character' and 7.6 'Architecture', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policy D4 'New Buildings'.

4. PRIOR TO ABOVE GROUND WORKS – Material samples

Prior to the commencement of above ground construction works to each building, samples of the facing materials, including glazing, and elevations annotated to show where the materials are to be located shall be submitted to and approved in writing by the local

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

Reason: To ensure that the appearance of the buildings are suitable and they contribute to the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policy D4 'New Buildings'.

5. PRIOR TO ABOVE GROUND WORKS – Sample panels

Prior to the commencement of above ground construction works to each building, sample panels shall be constructed on site to show the brick bonds, mortar, pointing and expansion joints, made available for inspection by the local planning authority 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 buildings are suitable and they contribute to the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policy D4 'New Buildings'.

6. PRE-OCCUPATION – Advertisement strategy

The commercial units (Use Classes A1, A2, A3, A4, B1, D1 and D2) shall not be occupied otherwise than on the basis of a lease or other agreement which incorporates within it an advertising strategy that shall have been submitted to and approved in writing by the local planning authority. The strategy shall set out the principles which the commercial occupants will be required to adhere to in terms of the location, size, and method of illumination and materials to be used for the advertisement signage across the development. No occupation of the commercial units shall be permitted until the advertising strategy has been approved in writing by the local planning authority.

Reason: To ensure consistency in the approach to advertisement design in the interests of the character and appearance of the area in accordance with London Plan policy 7.4 'Local Character', LBHF Regulation 18 Local Plan (2015) policy DC9 'Advertisements' and OPDC Regulation 18 Local Plan (2016) policies D1 'Strategic policy for design' and D2 'Streets and public realm'.

7. PRE-OCCUPATION – Antennae/satellite dishes

Prior to the first occupation of any of the units within each building details to show appropriate locations for communal antennae and satellite dishes that can be used by occupiers of the development shall be submitted to and approved in writing by the local planning authority. On a building by building basis, no occupation of the building in question shall take place until the plans and details for that building have been approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character', LBHF Regulation 18 Local Plan (2015) policy DC1 'Built environment' and OPDC Regulation 18 Local Plan (2016) policies D1 'Strategic policy for design' and D2 'Streets and public realm'.

8. PRIOR TO ABOVE GROUND WORKS – Window cleaning equipment

Prior to the commencement of above ground works to each building details of any external window cleaning equipment to be installed on the exterior of the buildings shall be submitted to and approved in writing by the local planning authority. The equipment shall only be installed in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan policy 7.6 'Architecture', LBHF Regulation 18 Local Plan (2015) policies DC1 'Built environment' and DC2 'Design of new build', and OPDC Regulation 18 Local Plan (2016) policy D4 'New Buildings'.

9. PRE-OCCUPATION – External mechanical plant equipment

Prior to each building being brought into use details of any external mechanical plant equipment to be installed on the exterior of that building shall be submitted to and approved in writing on a building by building basis by the local planning authority. The equipment shall only be installed in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan policy 7.6 'Architecture', LBHF Regulation 18 Local Plan (2015) policies DC1 'Built environment' and DC2 'Design of new build', and OPDC Regulation 18 Local Plan (2016) policy D4 'New Buildings'.

10. PRE-OCCUPATION – Outdoor seating

Prior to any of the commercial units (Use Classes A1, A2, A3, A4, B1, D1 and D2) being first brought into use, details of any areas to be utilised for outdoor seating (not including any fixed seating) on the public highway shall be submitted to and approved in writing by the local planning authority. The details shall include the number, type and appearance of the furniture and details of any other associated equipment. The commercial units shall not be occupied until the details have been approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area and to prevent obstruction of the highway in accordance with London Plan (2016) policies 6.10 'Walking' and 7.4 'Local Character', and OPDC Regulation 18 Local Plan (2016) policy D2 'Streets and public realm'.

11. PRIOR TO ABOVE GROUND WORKS – Lighting strategy

Prior to the commencement of above ground development a lighting strategy to address all external lighting across the development shall be submitted to and approved in writing by the local planning authority. Above ground development shall not be commenced until the lighting strategy has been approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of security and the character and appearance of the area in accordance with London Plan (2016) policies 7.4 'Local Character' and 7.13 'Safety, security and resilience to emergency', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policies D1 'Strategic policy for design' and D2 'Streets and public realm'.

12. COMPLIANCE – Accessibility

The development shall only be carried out in accordance with the inclusivity and accessibility measures identified in paragraph 7.7 of the Design and Access Statement 1997-00-BR-1000-P01 dated 16th January 2016 with regard to the fit out in accordance with Building Regulations Part M4 category 2.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2016) policy 3.8 'Housing Choice', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policy D8 'Inclusive design'.

13. PRIOR TO ABOVE GROUND WORKS – Inclusive Access Management Plan

Prior to the commencement of above ground development an Inclusive Access Management Plan to demonstrate how people with disabilities will be given access to all parts of the development shall be submitted to and approved in writing by the local planning authority. The Plan must include:

- a. Full details of threshold levels; and
- b. Relevant elevations, plans and cross-sections of the building at a scale of 1:50.

Prior to first occupation The Inclusive Access Management Plan shall be updated to show:

- c. All doors and handrails comply with Part M of the Building Regulations.

The development shall be implemented in accordance with the approved details before the corresponding part of the development is brought into use.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2016) policies 6.10 'Walking' and 7.2 'An Inclusive Environment', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policy D8 'Inclusive design'.

14. COMPLIANCE – Level thresholds

Notwithstanding the submitted details you must provide level thresholds at all ground floor entrances in the development. The level thresholds must be implemented before any part of the development is brought into use.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2016) policies 6.10 'Walking' and 7.2 'An Inclusive Environment', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policy D8 'Inclusive design'.

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

1. Prior to the commencement of above ground development a scheme of hard and soft landscaping for the site, including details of materials, street furniture and a planting schedule showing the number, size, species and location of trees and shrubs shall be submitted to and approved in writing by the local planning authority. The approved hard landscaping shall be carried out in full accordance with the approved plans prior to the occupation of the development and it shall thereafter be permanently retained. The approved soft landscaping shall be carried out in the first planting and seeding seasons following the occupation of the building or completion of the development, whichever is the sooner.

2. Any plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2016) policies 7.19 'Biodiversity and Access to Nature' and 7.4 'Local Character', LBHF Regulation 18 Local Plan (2015) policy OS5 'Greening the borough' and OPDC Regulation 18 Local Plan (2016) policy D3 'Public open space'.

16. COMPLIANCE – Blast resistance

The development shall only be carried out in full accordance with the submitted 'Oaklands House Security Analysis and Bomb Blast Assessment' by WSP dated March 2017 including the recommendations set out in Chapter 12.

Reason: To ensure that the development is suitably designed to minimise the impact of an external blast in accordance with London Plan (2016) policy 7.13 'Safety, security and resilience to emergency'.

17. COMPLIANCE – Land use

Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and the commercial uses hereby approved:

- with the exception of within the community centre, the following uses within the D1 (non-residential institutions) and D2 (assembly and leisure) use class are not permitted:
 - place of worship;
 - dance hall;
 - concert hall;
 - music hall;
- no more than 1,500sq.m of the commercial floorspace shall be used for the purposes of Class A1 (retail use) and no single retail unit shall exceed 700sq.m; and
- no more than a combined total of 600sq.m of the commercial floorspace shall be used for the purposes of Class A3 (café/restaurant use) and Class A4 (drinking establishments).

Reason: To ensure the development provides an appropriate mix of land uses in the interests of ensuring access to a range of services for residents in accordance with London Plan (2016) policy 4.8 'Supporting a Successful and Diverse Retail Sector and Related Facilities and Services', LBHF Regulation 18 Local Plan (2015) policy TLC3 'Managing uses in the non prime frontage areas of town centres' and OPDC Regulation 18 Local Plan (2016) policies TC3 'Vibrancy' and TC4 'Retail and eating and drinking establishments'.

18. PRE-OCCUPATION – Place Making Strategy

Prior to the first occupation of any of the non-residential space within the development a Place Making Strategy to set out the proposed mix of non-residential uses across the development, including the nature, size and location of each use and any temporary or 'meanwhile' uses together with the proposals for their ongoing management shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved Place Making Strategy.

Reason: To ensure the development provides an appropriate mix of land uses in the interests of ensuring access to a range of services for residents in accordance with London Plan (2016) policy 4.8 'Supporting a Successful and Diverse Retail Sector and Related Facilities and Services', LBHF Regulation 18 Local Plan (2015) policy TLC3 'Managing uses in the non prime frontage areas of town centres' and OPDC Regulation 18 Local Plan (2016) policies TC3 'Vibrancy'.

19. COMPLIANCE – Family-sized homes

All of the residential units which comprise at least three bedrooms shall be provided in accordance with the approved plans and shall thereafter be retained for the life of the development as accommodation which (in addition to the living space) provides three separate rooms capable of being occupied as bedrooms.

Reason: To protect family-sized accommodation in accordance with London Plan (2016) policy 3.8 'Housing Choice', LBHF Regulation 18 Local Plan (2015) policy HO5 'Housing mix' and OPDC Regulation 18 Local Plan (2016) policy H3 'Housing mix'.

20. PRE-OCCUPATION – Play equipment

Prior to any of the uses hereby approved being first brought into use, details of play equipment proposed for the play space areas shall be submitted to and approved in writing by the local planning authority. The development shall not be brought into use until the details have been approved in writing and the equipment installed in accordance with the approved details.

Reason: To ensure that appropriate equipment is positioned in the areas identified for play space according to the intended age group in accordance with London Plan (2016) policy - 7.5 'Public Realm' and OPDC Regulation 18 Local Plan (2016) policy D3 'Open space'.

21. PRE-OCCUPATION – Privacy screens

Prior to the first occupation of each building details of privacy screens between adjacent balconies shall be submitted to and approved in writing by the local planning authority. The approved screens shall be installed before the associated residential unit within each building is brought into use.

Reason: In the interests of the amenity of local residents in accordance with London Plan (2016) policy 3.5 'Quality and design of housing developments'.

22. COMPLIANCE – Noisy working hours

Building work which can be heard at the boundary of the site shall only be carried out between the following hours:

- 08.00 – 18.00 Monday to Friday;
- 08.00 – 13.00 on Saturdays
- Not at all on Sundays, bank holidays and public holidays.

Reason: In the interests of the amenity of local residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes' and OPDC Regulation 18 Local Plan (2016) policy TC7 'Evening night time economy uses'.

23. COMPLIANCE – Window design (noise and vibration)

The windows to be installed shall all comply with the guidance set out in chapter 11 of the 'Oaklands – Environmental Statement, Volume 1 Main Text' dated January 2016 relating to the prevention of noise and vibration disturbance.

Reason: To protect the living conditions of future occupiers in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2016) policy EU11 'Noise'.

24. PRIOR TO ABOVE GROUND WORKS – Design and layout (building C)

Notwithstanding the submitted details, prior to the commencement of development of building C, plans and elevations of units C1.00.01, C1.00.02, C1.00.03, C1.01.01, C1.01.02 and C1.01.03 as identified on plans 1997-00-DR-1100 P08 and 1997-00-DR-1101 P06 shall be submitted to and approved in writing by the local planning authority. The plans shall show appropriate layouts and façade designs to minimise any potential for noise disturbance that may result from surrounding uses or developments. The development of building C shall not be commenced until the details have been approved in writing by the local planning authority. The development shall only be carried out in accordance with the details approved pursuant to this condition.

Reason: To ensure a design that is appropriate for the purposes of minimising noise and vibration disturbance in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2015) policy EU11 'Noise'.

25. PRIOR TO ABOVE GROUND WORKS – Noise assessment

Prior to the commencement of above ground development works, a noise assessment shall be submitted to and approved in writing by the local planning authority. The assessment shall identify current and reasonably foreseeable sources of noise and vibration disturbance for the proposed residential units and shall provide details of attenuation measures to be installed as mitigation, where necessary. The measures shall include appropriate mitigation for units located on the south and east sides of the development which may be subject to an increased risk of disturbance. The above ground development works shall not be commenced until the noise assessment has been approved in writing by the local planning authority. The attenuation measures shall be provided on a building by building basis in full accordance with the proposed details before the residential units within each building are first brought into use.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2016) policy EU11 'Noise'.

26. COMPLIANCE – Mechanical plant

The design and installation of new items of fixed plant shall be such that when operating the cumulative noise level LAeq Tr arising from the proposed plant, measured or predicted at 1m from the facade of the nearest noise sensitive premises, shall be a rating level of at

least 10dB(A) below the background noise level LAF90 Tbg. The measurement and/or prediction of the noise should be carried out in accordance with the methodology contained within BS 4142:2014.

Reason: To minimise the risk of noise or vibration disturbance for neighbouring and future residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2016) policy EU11 'Noise'.

27. PRIOR TO ABOVE GROUND WORKS – Emergency plant equipment

Prior to the commencement of above ground development, a written code for the management of noise emitted from any emergency plant and equipment proposed shall be submitted to and approved in writing by the local planning authority.

The approved code and any noise mitigation measures shall be installed and operational at all times in accordance with the approved details prior to the first occupation of any residential units.

The management code shall include measures to address the following matters:

- i) the testing of equipment not to take place between the hours of 1800 and 0800 on any day, and not at any time on Sundays, Bank Holidays or after 1300 on a Saturday;
- ii) the duration of the testing to be commensurate with the test requirements and not to exceed one hour;
- iii) the acoustic design and control of the fixed plant and equipment to meet a criterion of a rating level, measured or calculated at 1m from the façade of the nearest noise sensitive premises, of not more than 5dB(A) above the existing background noise level (LA90). The rating level to be determined as per the guidance provided in BS4142:2014;
- iv) a report to be commissioned by the applicant, using an appropriately experienced & competent person, to assess the noise from the plant and machinery.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2016) policy EU11 'Noise'.

28. PRIOR TO ABOVE GROUND WORKS – Internal noise transmission

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

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

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2016) policy EU11 'Noise'.

29. COMPLIANCE – Opening hours

Unless otherwise agreed in the Place Making Strategy, customers shall not be permitted within any restaurant or café (Class A3 use) or drinking establishment (Class A4 use) premises before 06.00 or after 01.00 on Monday to Saturday (not including bank holidays and public holidays) and before 07.00 or after midnight on Sundays, bank holidays and public holidays.

Reason: To protect the amenity of local residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2016) policy EU11 'Noise'.

30. COMPLIANCE – Live or recorded music

Unless otherwise agreed in the Place Making Strategy, between 23:00 to 07:00 hrs, music noise from within the proposed commercial units (Class A1, A2, A3, A4, B1, D1 and D2 uses) shall cause no increase in the LAeq5min or Leq5min in all third octave frequency bands measured or predicted at 1.0m from the nearest noise sensitive or residential façade.

Reason: To protect the amenity of local residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', LBHF Regulation 18 Local Plan (2015) policy CC10 'Noise' and OPDC Regulation 18 Local Plan (2015) policies TC7 'Evening night time economy uses' and EU11 'Noise'.

31. PRE-OCCUPATION – Ventilation/extraction system

Prior to the first occupation of any part of the development for a restaurant or café (Class A3 use) or drinking establishment (Class A4 use), details of a ventilation/extraction system to serve that use shall be submitted to and approved in writing by the local planning authority. No restaurant or café (Class A3 use) or drinking establishment (Class A4 use) shall be brought into use until the details have been approved in writing by the local planning authority. The approved system shall be installed in full accordance with the approved details before any of the units are brought into use and shall be maintained in good working order thereafter.

Reason: To prevent nuisance from cooking smells for people using neighbouring properties in accordance with London Plan (2016) policy 7.14 'Improving Air Quality', LBHF Regulation 18 Local Plan (2015) policy CC9 'Air Quality' and OPDC Regulation 18 Local Plan (2016) policy EU10 'Air Quality'.

32. PRIOR TO ABOVE GROUND WORKS – Microclimate

Prior to the commencement of above ground works a wind tunnel test to address the impact resulting from the strongest expected annual wind speeds and the effect of the mitigation measures necessary to address any areas identified for mitigation according to the Lawson Comfort Criteria shall be submitted to and approved in writing by the local

planning authority. The mitigation measures shall be installed in full accordance with those modelled in the wind tunnel test before any of the residential or commercial units are first brought into use.

Reason: To ensure that the microclimate around the buildings is appropriate in accordance with London Plan (2016) policy 7.7 'Location and Design of Tall and Large Buildings', LBHF Regulation 18 Local Plan (2015) policy DC3 'Tall buildings' and OPDC Regulation 18 Local Plan (2016) policy D2 'Streets and public realm'.

33. PRE-COMMENCEMENT – Structural details (HS2)

1. None of the development except for demolition and site clearance hereby permitted shall be commenced until detailed design and method statements for all of the ground floor structures, foundations and basements and for any structures below ground level, including piling (temporary and permanent) have been submitted to and approved in writing by the local planning authority which:

- (a) Reasonably accommodate the proposed location of the HS2 structures and tunnels anywhere within the limits of deviation.
- (b) Reasonably accommodate ground movement of up to a maximum of 2% volume loss arising from the construction thereof, and
- (c) Reasonably mitigate the effects of noise and vibration arising from the operation of the HS2 railway within the tunnels.

2. The method statements to be submitted under this condition shall incorporate designs for the HS2 tunnels that allows for maximum SLS bearing stress of an additional 75KPa at the tunnel crown level due to surcharges from the proposed development. The method statements shall include arrangements to secure that, during any period when concurrent construction is taking place of both the development hereby permitted and of the HS2 structures and tunnels in or adjacent to the site of that development, the construction of the HS2 structures and tunnels is not impeded. The development shall be carried out in all respects in accordance with the approved design and method statement, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs 1(a) to 1(c) of this condition shall be completed, in their entirety, before any part of the buildings hereby permitted are occupied.

Reason: To ensure the proposed development does not impede the delivery of High Speed Two, a project of national importance in accordance with London Plan (2016) policy 6.1 'Strategic Approach'. The details are required prior to the commencement of development except for demolition and site clearance because mitigation measures may require alterations to the structure of the proposed buildings or affect the site layout.

34. COMPLIANCE – Tunnel boring machine (HS2)

After 1st February 2019 no works below ground level comprised within the development hereby permitted shall be carried out at any time when a tunnel boring machine used for the purposes of boring tunnels for the HS2 Ltd railway is within 100 metres of the land on which the development hereby permitted is situated unless otherwise agreed in writing by the local planning authority in conjunction with HS2 Ltd.

Reason: To ensure the proposed development does not impede the delivery of High Speed Two, a project of national importance in accordance with London Plan (2016) policy 6.1 'Strategic Approach'.

35. PRE-COMMENCEMENT – Piling (Thames Water)

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

Reason: To ensure piling does not impact on underground sewerage utility infrastructure in accordance with London Plan (2016) policy 5.14 'Water Quality and Wastewater Infrastructure', LBHF Regulation 18 Local Plan (2015) policy CC3 'Reducing Water Use and the Risk of Flooding' and OPDC Regulation 18 Local Plan (2016) policy EU3 'Water'.

36. PRE-COMMENCEMENT – Highway design

None of the development except for demolition and site clearance hereby permitted shall be commenced until a revised plan showing the final design of the main road through the site shall be submitted to and approved in writing by the local planning authority. The plan shall include suitable provision for HGV vehicles to pass at the site access in a swept-path analysis, car club parking spaces, 'Blue Badge' and wheelchair accessible parking spaces, areas for loading/unloading, the location of on-street cycle parking, the location of street lighting and landscaped areas. The above ground development shall not be commenced until the revised plan has been approved in writing by the local planning authority. The works shall be carried out in accordance with the approved details before any part of the development is brought into use.

Reason: To ensure appropriate provision of car and cycle parking, and servicing areas in accordance with London Plan (2016) policies 6.10 'Walking', 6.11 'Smoothing Traffic Flow and Tackling Congestion' and 7.2 'An Inclusive Environment', LBHF Regulation 18 Local Plan (2015) policy DC2 'Design of new build' and OPDC Regulation 18 Local Plan (2016) policies T6 'Roads and streets' and T7 'Parking'.

37. PRE-OCCUPATION – Delivery and Servicing Plan

Prior to the first occupation of the development, a Delivery and Servicing Plan to demonstrate how deliveries to the site will be accommodated and managed shall be submitted to and approved in writing by the local planning authority. The Plan shall include suitable capacity for the anticipated size of delivery/servicing vehicles, appropriate storage areas and the intended routing of vehicles. The development shall not be occupied until the Plan has been approved in writing. The Plan shall be adhered to thereafter 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 (2016) policies 6.11 'Smoothing Traffic Flow and Tackling Congestion' and 6.12 'Road Network Capacity', LBHF Regulation 18 Local Plan (2015) policy T2 'Transport assessments and travel plans' and OPDC

Regulation 18 Local Plan (2016) policies T6 'Roads and streets' and T8 'Freight, servicing and deliveries'.

38. PRE-OCCUPATION – Electric Vehicle Charging Points

Electric vehicle charging points (EVCP) shall be provided for 20% of the car parking spaces shown on drawing 1997-00-DR-1099 P04 and passive provision shall be made available for the remaining 80% of the spaces so that the spaces are capable of being readily converted to electric vehicle charging points. The location of the EVCP spaces and charging points, and a specification for passive provision shall be submitted to and approved in writing by the local planning authority before any of the residential units are first brought into use. The EVCP shall thereafter be constructed and marked out and the charging points installed prior to any of the residential units being brought into use and thereafter retained permanently to serve the vehicles of occupiers.

Reason: To encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2016) policy 6.13 'Parking' and OPDC Regulation 18 Local Plan (2016) policy T7 'Parking'.

39. PRE-OCCUPATION – Car and cycle parking management strategy

Prior to any of the uses being first brought into use a car and cycle parking management strategy shall be submitted to and approved in writing by the local planning authority. The development shall not be brought into use until the strategy has been approved in writing by the local planning authority. The development shall be carried out and occupied in accordance with the approved details.

Reason: To ensure that residents, visitors and users of the commercial units have suitable access to car and/or cycle parking in accordance with London Plan (2016) policies 6.9 'Cycling' and 6.13 'Parking', LBHF Regulation 18 Local Plan (2015) policy T4 'Increasing opportunities for cycling and walking' and OPDC Regulation 18 Local Plan (2016) policies T3 'Cycling' and T7 'Parking'.

40. PRIOR TO ABOVE GROUND WORKS – Waste and recycling management plan

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

Reason: To ensure that adequate arrangements have been made for the storage and collection of waste and recycling in accordance with London Plan (2016) policies 5.17 'Waste Capacity' and 6.12 'Road Network Capacity', LBHF Regulation 18 Local Plan (2015) policy CC6 'On-site Waste Management' and OPDC Regulation 18 Local Plan (2016) policy EU5 'Circular economy and resource efficiency'.

41. PRE-OCCUPATION – Cycle storage

Notwithstanding the submitted details and prior to any of the residential or commercial units within each building being brought into use details of secure cycle storage including the provision of additional spaces at street level shall be submitted to and approved in writing by the local planning authority. The cycle storage shall be provided in accordance

with the approved details and made available at all times to everyone using the development. You must not use the cycle storage for any other purpose. The corresponding building shall not be occupied until the cycle storage has been provided in accordance with the approved details.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2016) policy 6.9 'Cycling' LBHF Regulation 18 Local Plan (2015) policy T4 'Increasing opportunities for cycling and walking' and OPDC Regulation 18 Local Plan (2016) policy T3 'Cycling'.

42. PRE-COMMENCEMENT – Construction and Environmental Management Plan (CEMP)

None of the development except for demolition and site clearance shall take place until a Construction and Environmental Management Plan (CEMP) for the proposed development to address how the impacts of excavation and construction on the local highway network and the local environment has been submitted to and approved in writing by the local planning authority.

The CEMP must include the following details (where appropriate):

- a construction programme including a 24 hour emergency contact number;
- 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);
- measures to ensure that the development will not affect access into the Crossrail depot either during construction or operation;
- locations for loading/unloading and storage of plant and materials used in constructing the development;
- erection and maintenance of security hoardings (including decorative displays and facilities for public viewing and hoardings of a high visibility type at the junction of the proposed main road and the existing Crossrail access);
- wheel washing facilities and measures to control the emission of dust and dirt during construction;
- adherence to a risk assessment relating to air quality during construction which includes measures to control the emission of dust and dirt;
- a scheme for recycling/disposing of waste resulting from construction works in accordance with the waste hierarchy and circular economy principles; and
- details of all cranes and other tall construction equipment (including obstacle lighting) to be used to demonstrate compliance with air traffic operations at RAF Northolt.

The development shall only be carried out in accordance with the approved CEMP. Demolition and site clearance shall only be undertaken in full accordance with the Construction and Environmental Management Plan Revision 5 by Galliford Try dated February 2017.

Reason: To avoid blocking the surrounding streets, to protect the environment of people in neighbouring properties and to prevent obstruction of air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter and receiver systems in accordance with London Plan (2016) policies 6.12 'Road Network Capacity', 7.14 'Improving Air Quality', 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', 7.4 'Local character' and

7.7 'Location and design of tall and large buildings', LBHF Core Strategy (2011) policy CC4 'Protecting and enhancing environmental quality', LBHF Development Management Local Plan (2013) policy DM H8 'Air quality' and OPDC Regulation 18 Local Plan (2016) policies T8 'Freight, servicing and deliveries' and T9 'Construction'.

43. PRE-COMMENCEMENT – Construction Logistics Plan (CLP)

None of the development except for demolition and site clearance shall take place until a Construction Logistics Plan (CLP) for the proposed development has been submitted to and approved in writing by the local planning authority.

The CLP shall include information on:

- i) booking systems;
- ii) consolidated or re-timed trips;
- iii) secure off-street loading and drop off facilities; and
- iv) compliance with the Construction Logistics Strategy for the wider OPDC area, if available.

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

Demolition and site clearance shall only be undertaken in full accordance with the Construction Logistics Plan Revision 4 by Galliford Try dated February 2017.

Reason: To protect the amenity of local residents and to limit any impact on the local highway network in accordance with London Plan (2016) policy 6.12 'Road Network Capacity', LBHF Regulation 18 Local Plan (2015) policy T2 'Transport assessments and travel plans' and OPDC Regulation 18 Local Plan (2016) T9 'Construction'.

44. COMPLIANCE – Self-closing doors

With the exception of doors serving electricity substation/transformer rooms in Buildings A and B, all external floor level doors and gates shall be fitted with self-closing mechanisms, which shall be maintained in working order for the lifetime of the development. Reason: In the interests of public safety and to avoid obstructing the highway in accordance with London Plan (2016) policy 6.10 'Walking' and OPDC Regulation 18 Local Plan (2016) policy T6 'Roads and streets'.

45. PRE-OCCUPATION – Cross platform digital model

Prior to the development being brought into use, a cross platform digital model of the proposal that is geolocated and compatible with SketchUp and BIM formats shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure that the development maximises opportunities for SMART technology in accordance with OPDC Regulation 18 Local Plan (2016) policy EU2 'Smart technology'.

46. PRIOR TO ABOVE GROUND WORKS – Energy strategy

Notwithstanding the submitted details and prior to the commencement of above ground development works a revised energy strategy shall be submitted to and approved in writing by the local planning authority. The strategy shall explore all reasonable options for improving the energy efficiency of the building and reducing carbon dioxide emissions in accordance with the energy hierarchy set out in London Plan policy 5.2 'Minimising carbon dioxide emissions'. The development shall only be carried out in accordance with the approved strategy.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2016) policies 5.2 'Minimising Carbon Dioxide Emissions' and 5.7 'Renewable energy' and OPDC Regulation 18 Local Plan (2016) policy EU6 'Decentralised energy'.

47. COMPLIANCE – Air quality (air quality impacts assessment)

The development, including any works of demolition, shall only be carried out in full accordance with the Oaklands House, Old Oak Common Lane Air Quality Assessment by Phlorum dated April 2017.

Reason: The site is within an Air Quality Management Area where development is required to be designed to mitigate the impact of poor air quality to within acceptable limits in accordance with London Plan (2016) policy 7.14 'Improving Air Quality', LBHF Core Strategy (2011) policy CC1 'Reduce Carbon Emissions and Resource Use and Adapt to Climate Change Impacts' and LBHF Development Management Local Plan (2013) policies DM H1 'Reducing carbon dioxide emissions' and DM H8 'Air quality'.

48. PRIOR TO ABOVE GROUND WORKS – Air quality (ingress of polluted air)

1. Prior to commencement of above ground development works details of the proposed mechanical ventilation system with treatment (NO_x and/or PM filtration) shall be submitted to and approved in writing by the local planning authority including where air intakes would be located to avoid areas of NO₂ or PM exceedance. Chimney/boiler flues and ventilation extracts must be positioned a suitable distance away from ventilation intakes, balconies, roof gardens, terraces and receptors. Approved details shall be fully implemented prior to the occupation/use of the residential flats and thereafter permanently retained and maintained in good working order.
2. The maintenance and cleaning of the systems shall be undertaken regularly in accordance with manufacturer specifications and shall be the responsibility of the primary owner of the building.

Reason: The site is within an Air Quality Management Area where development is required to be designed to mitigate the impact of poor air quality to within acceptable limits in accordance with London Plan (2016) policy 7.14 'Improving air quality' and LBHF Core Strategy (2011) policy CC4 'Protecting and enhancing environmental quality'.

49. PRIOR TO ABOVE GROUND WORKS – Air quality (odour abatement)

1. Prior to the commencement of above ground development works on the relevant part of each building, details of suitable capacity for the installation, operation, and maintenance of the best practicable odour abatement equipment and extract system shall be submitted to and approved in writing by the local planning authority.
2. Prior to the first occupation of the development, details of the installation, operation, and maintenance of the best practicable odour abatement equipment and extract system including the height of the extract duct and vertical discharge outlet, in accordance with the 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' January 2005 by DEFRA, shall be submitted to and approved in writing by the local planning authority. Approved details shall be implemented prior to occupation of the relevant Plot/Block or Phase or part thereof and thereafter be

permanently retained, unless subsequently otherwise approved in writing by the local planning authority.

Reason: To ensure that nearby premises are not unduly affected by odour and disturbance in accordance with London Plan (2016) policy 7.14 'Improving air quality', LBHF Core Strategy (2011) policy CC4 'Protecting and enhancing environmental quality' and LBHF Development Management Local Plan (2013) policy DM H8 'Air quality'.

50. COMPLIANCE – Air quality (low emission strategy)

The development, including any works of demolition, shall only be carried out in full accordance with the Low Emissions Strategy in Appendix G of the Oaklands House, Old Oak Common Lane Air Quality Assessment by Phlorum dated June 2017.

Reason: The site is within an Air Quality Management Area where development is required to be designed to mitigate the impact of poor air quality to within acceptable limits in accordance with London Plan (2016) policy 7.14 'Improving air quality', LBHF Core Strategy (2011) policy CC1 'Reduce Carbon Emissions and Resource Use and Adapt to Climate Change Impacts' and LBHF Development Management Local Plan (2013) policies DM H1 'Reducing carbon dioxide emissions' and DM H8 'Air quality'.

51. PRE-OCCUPATION – Air quality (compliance with emissions standards - CHP)

Prior to bringing into use evidence must be submitted and approved in writing by the local planning authority to show that the CHP units, abatement technologies and boilers installed comply with the Air Quality Assessment submitted as part of the planning application and the emissions standards set out within the agreed Low Emission Strategy (CHP and boiler NOx emissions). The submitted evidence must include the results of NOx emissions testing of the CHP unit by an accredited laboratory.

Reason: To ensure the development's air pollution impacts are mitigated in accordance with the requirements of London Plan (2016) policy 7.14a-c 'Improving air quality' and LBHF Development Management Local Plan (2013) policy DM H8 'Air quality'.

52. PRE-OCCUPATION – Air quality (compliance with emissions standards - boilers)

1. Prior to installation details of the boilers to be provided for space heating and domestic hot water should be submitted and agreed in writing by the local planning authority. The boilers to be provided for space heating and domestic hot water shall have dry NOx emissions not exceeding 40 mg/kWh (0%). Where any installations do not meet this emissions standard it shall not be operated without the fitting of suitable NOx abatement equipment or technology as determined by a specialist to ensure comparable emissions.
2. Within 6 months of installation, emissions certificates will need to be provided to the local planning authority to verify boiler emissions.

Reason: To ensure the development's air pollution impacts are mitigated in accordance with London Plan (2016) policy 7.14a-c 'Improving air quality' and LBHF Development Management Local Plan (2013) policy DM H8 'Air quality'.

53. PRE-COMMENCEMENT – Drainage strategy (Thames Water)

Prior to the commencement of development, excluding demolition and site clearance, a drainage strategy detailing any on- and/or off-site drainage works shall be submitted to and approved by the local planning authority in consultation with the sewerage undertaker. Ground works shall not commence until the strategy has been approved in writing by the local planning authority. No discharge of foul or surface water from the site shall be permitted or accepted into the public system until the drainage works referred to in the strategy have been completed in accordance with the approved details.

Reason: To ensure that sufficient capacity is made available to cope with the new development and to avoid adverse environmental impacts upon the community in accordance with London Plan (2016) policies 5.12 'Flood Risk Management' and 5.13 'Sustainable Drainage', LBHF Regulation 18 Local Plan (2015) policy CC3 'Reducing Water Use and the Risk of Flooding' and OPDC Regulation 18 Local Plan (2016) policy EU3 'Water'.

54. PRE-COMMENCEMENT – Water supply (Thames Water)

Prior to the commencement of development, excluding demolition and site clearance, impact studies of the existing water supply infrastructure shall be submitted to and approved in writing by the local planning authority in consultation with the water undertaker. The studies shall determine the magnitude of any new additional capacity required in the system and a suitable connection point. The development shall not be commenced until the studies have been approved in writing by the local planning authority. The development shall not be brought into use until any necessary mitigation measures identified by the impact studies have been approved in writing by the local planning authority and carried out in full in accordance with the approved details.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with London Plan (2016) policies 5.14 'Water Quality and Wastewater Infrastructure' and 5.15 'Water Use and Supplies', LBHF Regulation 18 Local Plan (2015) policy CC3 'Reducing Water Use and the Risk of Flooding' and OPDC Regulation 18 Local Plan (2016) policy EU3 'Water'.

55. COMPLIANCE – Contaminated Land (preliminary risk assessment)

The development hereby approved, including any works of demolition and site clearance shall only be carried out in full accordance with the Geotechnical and Geoenvironmental Interpretative Report – Revision B dated May 2017 by CGL UK.

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 London Plan (2016) policy 5.21 'Contaminated Land', LBHF Regulation 18 Local Plan (2015) policy CC8 'Contaminated Land' and OPDC Regulation 18 Local Plan (2016) policy EU12 'Land contamination'.

56. COMPLIANCE – Contaminated Land (site investigation scheme)

None of the development except for demolition and site clearance shall commence until a site investigation scheme has been carried out in full accordance with the details contained within the Geotechnical and Geoenvironmental Interpretative Report – Revision B dated

May 2017 by CGL UK, the Proposed Exploratory Hole Location Plan CG/18608-00X and the email from CHL UK dated 2 June 2017.

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 London Plan (2016) policy 5.21 'Contaminated Land', LBHF Regulation 18 Local Plan (2015) policy CC8 'Contaminated Land' and OPDC Regulation 18 Local Plan (2016) policy EU12 'Land contamination'.

57. PRE-COMMENCEMENT – Contaminated Land (quantitative risk assessment)

Unless the local planning authority agree in writing that a set extent of development must commence to enable compliance with this condition, none of the development except for demolition and site clearance shall commence until, following a site investigation undertaken in compliance with the approved preliminary risk assessment contained within the Geotechnical and Geoenvironmental Interpretative Report – Revision B dated May 2017 by CGL UK and the site investigation scheme contained within the Geotechnical and Geoenvironmental Interpretative Report – Revision B by CGL UK dated May 2017, the Proposed Exploratory Hole Location Plan CG/18608-00X and the email from CGL UK dated 2 June 2017, a quantitative risk assessment report is submitted to and approved in writing by the local planning authority. This report shall: assess the degree and nature of any contamination identified on the site through the site investigation; include a revised conceptual site model from the preliminary risk assessment based on the information gathered through the site investigation to confirm the existence of any remaining pollutant linkages and determine the risks posed by any contamination to human health, controlled waters and the wider environment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

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 London Plan (2016) policy 5.21 'Contaminated Land', LBHF Regulation 18 Local Plan (2015) policy CC8 'Contaminated Land' and OPDC Regulation 18 Local Plan (2016) policy EU12 'Land contamination'. The details are required prior to the commencement of development because the report is required to identify potential contamination that may require below ground mitigation.

58. PRE-COMMENCEMENT – Contaminated Land (remediation method statement)

Unless the local planning authority agree in writing that a set extent of development must commence to enable compliance with this condition, none of the development except for demolition and site clearance shall commence until a remediation method statement is submitted to and approved in writing by the local planning authority. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

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 London Plan (2016) policy 5.21 'Contaminated Land', LBHF Regulation 18 Local Plan (2015) policy CC8 'Contaminated Land' and OPDC Regulation 18 Local Plan (2016) policy EU12 'Land contamination'. The details are required prior to the commencement of development because the report is required to identify potential contamination that may require below ground mitigation.

59. PRE-COMMENCEMENT – Contaminated Land (verification report)

Unless the local planning authority agree in writing that a set extent of development must commence to enable compliance with this condition, none of the development except for demolition and site clearance shall commence until the approved remediation method statement has been carried out in full and a verification report confirming these works has been submitted to, and approved in writing, by the local planning authority. This report shall include: details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil; all waste management documentation showing the classification of waste, its treatment, movement and disposal; and the validation of gas membrane placement. If, during development, contamination not previously identified is found to be present at the site, the local planning authority is to be informed immediately and no further development (unless otherwise agreed in writing by the local planning authority) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the local planning authority. Any required remediation shall be detailed in an amendment to the remediation statement and verification of these works included in the verification report. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

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 London Plan (2016) policy 5.21 'Contaminated Land', LBHF Regulation 18 Local Plan (2015) policy CC8 'Contaminated Land' and OPDC Regulation 18 Local Plan (2016) policy EU12 'Land contamination'. The details are required prior to the commencement of development because the report is required to identify potential contamination that may require below ground mitigation.

60. PRE-COMMENCEMENT – Contaminated Land (long-term monitoring methodology)

Unless the local planning authority agree in writing that a set extent of development must commence to enable compliance with this condition, none of the development except for demolition and site clearance shall commence until an onward long-term monitoring methodology report is submitted to and approved in writing by the local planning authority where further monitoring is required past the completion of development works to verify the success of the remediation undertaken. A verification report of these monitoring works shall then be submitted to and approved in writing by the local planning authority when it

may be demonstrated that no residual adverse risks exist. All works must be carried out in compliance with and by a competent person who conforms to CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing.

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 London Plan (2016) policy 5.21 'Contaminated Land', LBHF Regulation 18 Local Plan (2015) policy CC8 'Contaminated Land' and OPDC Regulation 18 Local Plan (2016) policy EU12 'Land contamination'. The details are required prior to the commencement of development because the report is required to identify potential contamination that may require below ground mitigation.

61. COMPLIANCE – Ecological Construction Management Statement

The development shall only be carried out in full accordance with the Ecological Construction Management Statement EDP2229_10a dated October 2016 and the Reptile Mitigation Strategy Note C_EDPP2229_11_23.01.17.

Reason: To ensure adequate protection for protected species that may be present on the site in accordance with London Plan (2016) policy 7.19 'Biodiversity and Access to Nature', and OPDC Regulation 18 Local Plan (2016) policy EU8 'Green infrastructure and biodiversity'.

62. PRE-OCCUPATION – Landscape and Ecology Management Plan (LEMP)

Prior to any part of the development being first brought into use, a Landscape and Ecology Management Plan (LEMP) in accordance with chapter 9 of the Environmental Statement Volume 1 dated January 2016 shall be submitted to and approved in writing by the local planning authority. The LEMP shall ensure that the biodiversity value of the retained and created green infrastructure of the development is maintained and, where possible, enhanced. The development shall only be carried out in accordance with the approved LEMP.

Reason: To maximise the long term benefits for biodiversity in accordance with London Plan (2016) policy 7.19 'Biodiversity and Access to Nature' and OPDC Regulation 18 Local Plan (2016) policy EU8 'Green infrastructure and biodiversity'.

63. COMPLIANCE – Ecological mitigation

The development, including any works of demolition, shall only be carried out in full accordance with the ecological mitigation measures set out in chapter 9 of the Environmental Statement Volume 1 dated January 2016.

Reason: To ensure adequate protection for protected species that may be present on the site in accordance with London Plan (2016) policy 7.19 'Biodiversity and Access to Nature' and OPDC Regulation 18 Local Plan (2016) policy EU8 'Green infrastructure and biodiversity'.

64. COMPLIANCE – Written Scheme of Investigation (Archaeology)

The development, including any works of demolition, shall only be carried out in full accordance with the Written Scheme of Investigation (WSI) PR/22961 by CgMs dated

January 2017 and the Archaeological Impact Assessment PR/22961 by CgMs dated January 2017.

Reason: To protect archaeological interests by providing an opportunity to investigate and excavate archaeological remains on the site in accordance with London Plan (2016) policy - 7.8 'Heritage Assets and Archaeology' and OPDC Regulation 18 Local Plan (2016) policy D6 'Heritage'.

65. PRE-COMMENCEMENT – Site levels for Genesis Road

Prior to the commencement of development, excluding demolition and site clearance, details of the proposed ground levels for the completed main vehicular access road through the application site ('Genesis' Road) shall be submitted to and approved in writing by the local planning authority. The details shall include confirmation from a suitably qualified engineer that the finished ground level of the road will provide for a vehicular connection to be made in the future from the northern end of the application site to the north side of the Grand Union Canal. The development shall only be carried out in accordance with the approved details.

Reason: To ensure a vehicular route can be delivered at an appropriate level to successfully deliver regeneration benefits on land to the north in accordance with London Plan (2016) policy 2.13 'Opportunity Areas and Intensification Areas' and OPDC Regulation 18 Local Plan (2016) policy OPS1 'Optimising growth'.

66. PRIOR TO ABOVE GROUND WORKS – Security strategy

Prior to the commencement of above ground development works to each building, details of a security strategy for the development in accordance with the principles of Secured by Design shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details and any security measures shall thereafter be retained without alteration.

Reason: To ensure the development minimises the risk of crime in accordance with London Plan (2016) policy 7.13 'Safety, security and resilience to emergency'.

67. PRIOR TO ABOVE GROUND WORKS – Bird population management plan

Prior to the commencement of above ground development details of a bird population management plan shall be submitted to and approved in writing by the local planning authority. The management plan shall include details to address how bird species occupying the green roofs that are considered to be a hazard to air traffic will be dispersed to prevent them from successfully breeding at the site.

Reason: To ensure that the development does not undermine the safe operation of RAF Northolt in accordance with London Plan (2016) policy 7.7 'Location and Design of Tall and Large Buildings'.

68. PRIOR TO ABOVE GROUND WORKS – Ground and first floor plans of Buildings A and B

Notwithstanding the plans hereby approved, prior to the commencement of above ground development, revised plans and elevations for the ground and first floors of Buildings A and B shall be submitted to and approved in writing by the local planning authority. The ground and first floors shall only be carried out in accordance with the revised ground and first floor plans and elevations approved pursuant to this condition.

Reason: To ensure that the layouts of the buildings are suitable and they contribute to the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character' and OPDC Regulation 18 Local Plan (2016) policy TC3 'Vibrancy'.

Recommended informatives

1. With regards to future changes to the threat profile of the site, consideration should be given to designing out potential vulnerabilities especially with regards from a vehicle style attack. Designing out these vulnerabilities at the earliest possible phase, rather than conduct a potentially expensive retrofit at a later date is preferable. A link to the CPNI Integrated Security Guide can be provided by OPDC. A suitably qualified individual from the RSES will be able to assist in the completion of a vehicle dynamics assessment. OPDC can provide contact details.
2. The start date of the works should be communicated to the Greater London Archaeological Advisory Service to ensure monitoring and compliance with the approved Written Scheme of Investigation and Archaeological Impact Assessment.
3. With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921.
4. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement required by Condition 35.
5. A Groundwater Risk Management Permit from Thames Water will be required for discharging 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. Thames Water would expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing www.riskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.
6. The landscaping condition required by Condition 15 shall include details of the temporary landscaping screen to the northern boundary of the site.
7. 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). This will be calculated in accordance with the Mayor

of London's CIL Charging Schedule 2012. One of the development parties must now assume liability to pay CIL by submitting an Assumption of Liability Notice to the OPDC at planningapplications@opdc.london.gov.uk.

8. The applicant is advised to liaise with HS2 Ltd with regard to conditions 33 and 34.
9. The applicant is advised that the application site falls within land that may be required to construct and/or operate Phase One of a high speed rail line between London and the West Midlands, known as High Speed Two. Powers to construct and operate High Speed Two are to be sought by promoting a hybrid Bill which was deposited in Parliament on 25th November 2013 and cleared its Second Reading stage on 28th April 2014. As a result the application site, or part of it, may be compulsorily purchased. More information can be found at: <https://www.gov.uk/government/organisations/high-speed-two-limited>.
10. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
11. As the site is adjacent to Network Rail's operational railway infrastructure, Network Rail strongly recommends the developer contacts AssetProtectionAnglia@networkrail.co.uk prior to any works commencing on site. Network Rail strongly recommends the developer agrees an Asset Protection Agreement with Network Rail to enable approval of detailed works. More information can also be obtained from Network Rail's website at www.networkrail.co.uk/asp/1538.aspx.

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. Environmental information provided in an Environmental Statement and the planning application documents has been taken into account in the 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: XXX XXX 2017

M Mulhern

Michael Mulhern

Director of Planning

Old Oak and Park Royal Development Corporation

DRAFT

Old Oak and Park Royal Development Corporation
TOWN AND COUNTRY PLANNING ACT 1990
Statement of Applicant's Rights

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice or within 12 weeks in the case of a householder¹ appeal.
- Appeals must be made using the correct form, which is available from the Planning Inspectorate (a copy of which must be sent to Old Oak and Park Royal Development Corporation), or can be completed online.

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

To make an appeal online, please use www.planningportal.gov.uk/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 the Secretary of State will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any Development Order and to any directions given under a Development Order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by the Secretary of State.

¹ For the purposes of an appeal, a householder development is development in the boundary of, or to an existing dwellinghouse for purposes incidental to the enjoyment of the dwellinghouse, that does not involve change of use or a change to the number of dwellings.

Please note, this does not include development in the boundary of, or to an existing flat or maisonette.

Purchase Notices

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

DRAFT

SCHEDULE 3

Affordable Housing

1. ON-SITE AFFORDABLE HOUSING BASE PROVISION

1.1 The Developer shall provide the On-Site Affordable Housing Base Provision within the Development in accordance with the remaining paragraphs of this schedule Provided That:

- (a) no less than the On-Site Affordable Housing Base Provision shall be provided as part of the Development on the Site; and
- (b) the maximum total of the On-Site Affordable Housing Base Provision and any Affordable Housing Contributions payable pursuant to Schedule 4 shall not exceed the equivalent value of 50 per cent by unit number of the Residential Units (based on the assumption that the Affordable Housing has been/would have been provided with an appropriate tenure split of 60 per cent Affordable Rented Housing and 40 per cent Shared Ownership Housing).

2. ON-SITE AFFORDABLE HOUSING PROVISION

2.1 The Developer shall not:

- (a) Occupy the Affordable Rented Housing Units for any purpose other than for Affordable Rented Housing for the lifetime of the Development;
- (b) Occupy the Shared Ownership Housing Units for any purpose other than for Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular Shared Ownership Housing Unit; or
- (c) Occupy the Social Rented Housing Units for any purpose other than for Social Rented Housing for the lifetime of the Development.

2.2 The Developer shall:

- (a) ensure that at least 10 per cent of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (b) provide the proposed wheelchair accessible or easily adaptable Affordable Housing Units as shown on Plans 2A-2G (inclusive); and
- (c) not Commence the Development until the details of the proposed wheelchair accessible or easily adaptable Affordable Housing Units have been approved in writing by OPDC.

2.3 The Developer shall ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards.

2.4 In the event that the Development is being carried out by Genesis Housing Association Limited or a third party who is a Registered Provider, the Developer shall:

- (a) prior to first Occupation of more than 75 per cent of the Private Residential Units:
 - (i) Practically Complete the Affordable Housing Units and make them available for Occupation;

- (ii) enter into an LBHF Rent and Nominations Agreement to provide LBHF with nomination rights in respect of 70 per cent of the Affordable Housing Units for the life of the Development;
- (iii) enter into an agreement confirming nomination rights for the Developer in respect of 10 per cent of the Affordable Housing Units for the life of the Development;
- (iv) enter into an agreement confirming nomination rights for the Mayor of London in accordance with the Housing Moves Scheme (or such replacement scheme as might be in force from time to time) in respect of 10 per cent of the Affordable Housing Units for the life of the Development;
- (v) enter into a LBB Rent and Nominations Agreement to provide LBB with nomination rights in respect of 5 per cent of the Affordable Housing Units for the life of the Development; and
- (vi) enter into a LBE Rent and Nominations Agreement to provide LBE with nomination rights in respect of 5 per cent of the Affordable Housing Units for the life of the Development; and
- (b) not first Occupy more than 75 per cent of the Private Residential Units until the requirements of paragraph 2.4(a) have been satisfied in full.

2.5 In the event that the Development is being carried out by a party who is not Genesis Housing Association Limited or a Registered Provider, the Developer shall:

- (a) prior to first Occupation of more than 75 per cent of the Private Residential Units:
 - (i) Practically Complete the Affordable Housing Units and make them available for Occupation;
 - (ii) dispose of the Affordable Housing Units to a Registered Provider by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Registered Provider will comply with subparagraphs (iii) to (vi) (inclusive) below;
 - (iii) enter into an LBHF Rent and Nominations Agreement to provide LBHF with nomination rights in respect of 70 per cent of the Affordable Housing Units for the life of the Development;
 - (iv) enter into an agreement confirming nomination rights upon the Mayor of London in accordance with the Housing Moves Scheme (or such replacement scheme as might be in force from time to time) in respect of 20% of the Affordable Housing Units for the life of the Development;
 - (v) enter into a LBB Rent and Nominations Agreement to provide LBB with nomination rights in respect of 5 per cent of the Affordable Housing Units for the life of the Development; and
 - (vi) enter into a LBE Rent and Nominations Agreement to provide LBE with nomination rights in respect of 5 per cent of the Affordable Housing Units for the life of the Development; and
- (b) not first Occupy more than 75 per cent of the Private Residential Units until the requirements of paragraph 2.5(a) have been satisfied in full.

2.6 The Developer shall unless otherwise agreed in writing by OPDC:

- (a) provide the Affordable Rented Housing Units in the locations shown on Plans 2A to 2G;
- (b) provide the Social Rented Housing Units in the locations shown on Plans 2A to 2G; and
- (c) provide the Shared Ownership Housing Units in the locations shown on Plans 2A to 2G.

2.7 The Affordable Rented Housing Units shall be provided in accordance with the following unit size mix and rent:

Unit Size	Number of Units	Weekly rent on first letting (£) excluding Service Charge	Weekly rent on first letting plus Service Charges not to exceed
1 bed, 2 person	6	£165.00	The lower of (a) LHA and (b) 80 per cent market rent
2 bed, 3 person	18	£195.00	The lower of (a) LHA and (b) 75 per cent market rent
2 bed, 4 person	21	£200.00	The lower of (a) LHA and (b) 70 per cent market rent

2.8 The rents and Service Charges for the first and any subsequent lettings of any Affordable Rented Housing Units shall not exceed the relevant amounts set out in the table at paragraph 2.7, subject to an annual reduction of 1 per cent (or such other rate of annual increase or decrease as may be required or permitted by statute, the HCA or the GLA from time to time) calculated from the date of first Occupation (and for the avoidance of doubt the figures set out in such table shall not be Index Linked in accordance with clause 17).

2.9 The Social Rented Housing Units shall be provided in accordance with the following unit size mix and indicative rent:

Unit Size	Number of Units	Indicative weekly rent on first letting
1 bed, 2 person	15	£120.38
2 bed, 4 person	21	£143.60
3 bed, 5 person	23	£154.92
3 bed, 6 person	2	£154.92

2.10 The rents in respect of any first and subsequent lettings of the Social Rented Housing Units shall be set in accordance with Target Rents for the life of the Development, the indicative levels of which are at the date of this Deed set out in paragraph 2.9 above (and for the avoidance of doubt the figures set out in such table shall not be Index Linked in accordance with clause 17).

- 2.11 The Shared Ownership Housing Units shall be provided in accordance with the following unit size mix:

Unit Size	Number of Units
1 bed, 2 person	39
2 bed, 3 person	23
2 bed, 4 person	74

- 2.12 The Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100 per cent equity.

3. **EXCLUSION OF LIABILITY**

- 3.1 The obligations and restrictions contained in paragraph 2 of this Schedule shall not bind:
- (a) a Chargee or Receiver of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such Chargee or Receiver provided that they have first complied with the provisions of paragraphs 3.2(a) to 3.2(b);
 - (b) any RTA Purchaser;
 - (c) any mortgagee or chargee of a Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a Shared Ownership Lease;
 - (d) any person or body deriving title through or from any of the parties mentioned in paragraphs 3.1(a) to (c); or
 - (e) any Shared Ownership Housing Unit where the Shared Ownership Lessee has acquired 100 per cent of the equity in such unit through Staircasing.
- 3.2 Any Chargee or Receiver claiming protection granted by paragraph 3.1 must first:
- (a) give written notice to OPDC of its intention to dispose of the Affordable Housing and give OPDC the option to purchase the relevant Affordable Housing from the Chargee or Receiver or alternatively nominate another Registered Provider to purchase the relevant Affordable Housing for a period commencing on the date OPDC receives (or is deemed to have received) the notice from the Chargee or Receiver and ending three months after the date of receipt (or deemed receipt) of the notice (the "**Notice Period**") and in the event that OPDC or its nominated Registered Provider gives notice to the Chargee or Receiver that it wishes to purchase the relevant Affordable Housing within the Notice Period it shall be entitled to purchase the relevant Affordable Housing within a period of not less than three months from the date of informing the Chargee or Receiver of its intention to proceed with the purchase; and
 - (b) if such disposal has not yet completed within the timescales specified in paragraph 3.2(a) above, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing free from the affordable housing provisions of the Agreement which provisions shall determine absolutely.
- 3.3 The price payable by OPDC (or its nominated Registered Provider) for the relevant Affordable Housing Unit(s) pursuant to paragraph 3.2(a) shall be a consideration representing the best price reasonably obtainable in the circumstances having regard to

the restrictions as to the use of the relevant Affordable Housing contained within this Schedule 3.

- 3.4 The OPDC (or its nominated Registered Provider) and the Chargee or Receiver shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing but in the event of failure to agree the purchase price the matter shall be determined by an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area and will be appointed by agreement between the parties or failing such agreement and upon application by either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Affordable Housing Unit(s) by this Deed.

Annex 1

LBHF Rent and Nominations Agreement

Registered Provider Nominations Agreement

1. Parties to the Agreement

- 1.1 This is an agreement between the London Borough of Hammersmith & Fulham (the Council) andRegistered Provider (the RP).

2. Aims and Objectives

- 2.1 This agreement sets out the policies and procedures for the nomination by the Council of prospective tenants for vacant RP homes.

- 2.2 The aims of this agreement are:

- a) To enable the Council and the RP to work together to meet housing need and create sustainable communities in Hammersmith & Fulham
- b) To ensure that the RP's vacant properties are let as quickly as possible to appropriate nominees
- c) To improve the service to and information of potential nominees.
- d) To ensure equality of opportunity in the nominations process

- 2.3 Nominations made by the Council will be in accordance with the policies set out in the most recently published Housing Allocation Scheme (also known as the Scheme of Allocation). Nominees will need to have met the eligibility and qualifying criteria set out in the Housing Allocation Scheme.

3. Publicity and Information

- 3.1 The Council will make information about the RP's and its housing schemes available to all applicants on request and update information as necessary in conjunction with the RPs.

4. Scope of the Agreement

- 4.1 This Agreement covers all permanent lettings by the RP of its affordable rented (i.e., social rented and Affordable Rent) accommodation, including sheltered and adapted

housing, within the London Borough of Hammersmith & Fulham or in other boroughs to which the Council has nomination rights.

5. Annual Allocations Plan

- 5.1 The RP will make an Allocations Plan available to the Council each quarter, (within 10 (ten) working days of the end of the quarter) specifying targets for the number of relevant lettings including new developments to be made to each client group by way of nominations, tenant transfers, decants or other lettings schemes.
- 5.2 The RP will make at least 75% of all family sized units available for nomination where these properties have previously been let or are not subject to a particular site agreement. Where the Council and RP is in agreement, discretion may be applied for the re-let of bedsit/studio and one bedroomed properties reducing the nomination rights to no less than 50%. The RP also agrees to consult the Council in general terms on the allocation of the remaining units and to take account of the authority's strategic aims in meeting housing need.
- 5.3 In addition, the RP will make at least the above proportions of vacant wheelchair accessible units available for council nominees over the long term, but may consider the needs of their own tenants prior to seeking a nomination. The RP undertakes to encourage its tenants and other occupants requiring this type of property to apply on the Council's housing register, and will notify the Council if it intends to allocate a wheelchair accessible unit directly to a person or tenants who may be registered with the Council.
- 5.4 The Council will have 100% nomination rights to voids arising from any development schemes where a agreement to this effect has been reached in return for discounted land, GLA Affordable Housing Programme, planning consent or other special circumstance.

6. Definitions

- 6.1 A true void is created by:
 - a) New build or newly rehabilitated properties
 - b) A tenant transfer to another landlord or district where no reciprocal arrangement exists
 - c) The death of a tenant where there is no statutory or contractual right to succession
 - d) The eviction, abandonment, or voluntary surrender of a property
- 6.2 True voids will be determined by reference to the status of the outgoing tenant, except in the case of new properties.
- 6.3 A non-true void refers to an empty property arising from the transfer of an existing tenant to another property belonging to the RP or otherwise subject to a reciprocal rehousing, or a letting arising from a statutory obligation or court order. Non-true voids should be reported for information on a quarterly basis with true void

information. Non true voids will be disregarded in calculating the Council's nomination rights in any year between the 1st April and the 31st March.

7. Types of accommodation and tenancies:

- **Accessible Housing** - Where properties have been assessed and they contain adaptations such as level access, ramps, wet room, grip rails etc we ask that these be highlighted so the Council can update its Accessible Housing Register.
- **Sheltered housing** – Sheltered housing within Hammersmith & Fulham is made up of self-contained flats within blocks. Staff provide an enhanced housing management service. They are able to refer to support agencies when required. To be eligible for this type of accommodation applicants must meet the eligibility criteria under the Council's Housing Allocation Scheme and meet minimum age criteria. If the vacant property is sheltered housing, please indicate this on the nomination form.
- **Type of tenancy being offered** – On the nomination form we ask the RP to indicate the type of tenancy (e.g., Assured Shorthold Tenancy, Assured Tenancy and any 'Starter Tenancy' period applicable), will be offered to the successful applicant. An Assured Shorthold Tenancy should not normally be less than five years (plus one year 'Starter Tenancy') and the terms for renewal should be clearly set out on the nomination form. The Registered Provider should have regard to the Council's Tenancy Strategy when considering what kind of tenancies to grant.
- **Housing for People who need additional support to facilitate independent living** – The Council and RP concerned have a shared objective that prospective tenants should be capable of independent living and sustaining their tenancy. Where the applicant has additional needs that require support from council agencies, e.g., the council's Adult Social Care Services; Children's Services), then the relevant service provider may be consulted by the council's Allocation Team, before nominating the applicant for a tenancy. Such consultation may also be reached whether the applicant is nominated by the Council or the RP.
- **Rent levels** – On the nomination form the RP should state the type of rental they require, i.e., social, Affordable Rent, and stipulate the service charge applicable and any annual rental increase regime that may be in place at the time of letting.

8. Nomination Procedure

- 8.1 The RP and the Council will appoint staff who will act as authorised contacts for dealing with nominations.
- 8.2 To minimise void periods, the RP should advise the Allocation's Team of forthcoming voids as soon as possible by email on the prescribed nomination form. A copy of the form is provided at the end of this document. The RP must provide sufficient information as possible about the property, accessibility, rent, type of tenancy and local amenities. To enable the Council to allocate the property to a suitable nominee.

- In the case of re-lets, notification of the upcoming void should be sent by the RP to the Council when the property is confirmed as void.
- In the case of a new build scheme (or conversion/rehabilitation of existing building), eight weeks' notice should be given when the properties will be available for occupation.

8.3 Following receipt of the void notification, the Council will send the RP the details of up to five applicants within 10 (ten) working days. The nomination form will provide details of all the eligible applicants in order of their priority, along with details of any known risks, support needs and tenancy issues which may be relevant to the RP. The form will only be sent once all the nominee have been verified as eligible by the Council. Information on applicants will be given to the RP in line with the agreement on information sharing.

8.4 Where the Council wishes to nominate to a vacant property directly, for example in case of an emergency, it will provide details of a nominee within 5 (five) working days of receiving the nomination request. Details of a direct nomination will be provided in writing. The registered provider may reject a direct nomination if the nominee does not meet criteria from the governing instrument of the registered provider. The RP must inform the Council of any rejection and provide details in writing.

9. Viewing and Offers

9.1 The RP will arrange viewings and interviews as appropriate with the short listed applicants or direct nominees within 5 days of receiving nominations from the Council in the in the prescribed Shortlist for Rehousing form 'Part A – Nomination'.

9.2 In the event of delays to, or postponement of, viewings, the RP will notify the Council and individual nominees within 24hrs and providing revised viewing appointments.

9.2 Subject to the applicant meeting the policy requirements of the RP, the property will be offered to the applicant in the highest position on the short list or otherwise directly nominated. If a shortlisted applicant refuses the offer, the property will be offered to the remaining applicants in descending order of priority on the short list.

9.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council may provide up to five more short listed applicants, or a direct enforceable nomination within three working days.

9.4 It may be the case that not all the applicants on the short list have been verified before the shortlist is passed to the RP. This should be indicated on the nomination form. If shortlisted applicants have not been verified the RP may still offer a nominee the opportunity to view the property on a conditional basis that verification occurs within 2 working days, however, a tenancy agreement must not be signed or implied.

9.5 If the Council has provided a maximum of 3 (three) separate shortlists (plus the possibility of a direct nomination(s)), which do not result in a successful tenancy. Then the RP may retain the unit which will count as a nomination under this agreement.

9.6 The RP will inform the Council by email on the completed nomination form 'Shortlist for Rehousing Part B – Feedback' for each of the nominees within 1 working day of the viewing.

9.7 The RP will inform the Council by email the anticipated tenancy commencement date within one working day of sign up. The RP will advise the Council and the successful nominee of any delay to the anticipated tenancy commencement date. In the case of new build or rehabilitated properties where handover has not yet taken place, the tenancy start date will be provided immediately following handover.

10. Tenant Support

10.1 If the successful nominee has been receiving support in their temporary or permanent tenancy from support services or other agencies, the Council will advise the RP.

11. Rejections by the RP

11.1 The RP will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the property to any applicant with the highest priority on the shortlist who the Council consider to be eligible on the 'Shortlist for Rehousing Part B – Feedback' form.

11.2 The following circumstances may be acceptable reasons for the rejection of a nomination or eligible applicant by the RP:

- The property is not suitable for the nominee or a member of their household, e.g. on grounds of age, disability, ill health, or location due to safety concerns
- There has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable
- The nomination does not pay sufficient regard to the RP's Allocation Policy
- The applicant is unable to sustain a tenancy with support.

12. Refusals of Offers

12.1 The RP will advise the Council of any refusals in writing on the 'Shortlist for Rehousing Part B – Feedback' form within 24hrs of viewings. The Allocations Team will then be able to advise the RP if this offer will be considered under the Council's limitations of offers policy. However, direct nominations made by the Council are enforceable offers unless otherwise specified.

12.2 Where the Council is enforcing a direct offer, the RP must advise the Council within 24hrs of viewings of a refusal and confirm in writing on the nomination form. The offer should then be held for no longer than five working days after the RP has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.

12.3 In the event the Council needs more than 5 (five) days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

13. Confidentiality

- 13.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including RP's and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.
- 13.2 The Council and the RP agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 13.1 above, and will not be disclosed to third parties or other persons without a need to know or the consent of the applicant.
- 13.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the RP at the point of nomination or verification of short listed applicants.

14. Information Sharing

- 14.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the RP the needs and potential risk associated with any applicant or household member and provide relevant information.
- 14.2 Information included under this Agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of RP employees. In providing information, the Council will disclose:
- Age, gender, race, ethnic origin, sexuality, transgender status
 - Any long-term illness, disability or vulnerability that may require special housing or care or support, including care packages provided by statutory or other agencies
 - Relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community

15. Record Keeping and Monitoring

- 15.1 The RP will report regularly to the Council, at quarterly intervals, on the number of vacancies arising by type and bedroom size and the allocation of those properties by tenant transfer, Council nomination, waiting list, mobility offer or nomination by other specified agency. Information on non-true voids should also be reported. At the end of each financial year, a summary report detailing the above information shall be produced by the RP.
- 15.2 The Council will monitor nominations to the RP on a quarterly basis and will produce a report at the end of each financial year which will be made available to the RPs as part of the annual review.
- 15.3 The Council may from time to time wish to carry out an audit of the RP's lettings records. The RP undertakes to cooperate with this process provided that a

minimum of five working days is given. The Council in tandem may review other benefit entitlement records to cross refer relevant information.

16. Preventing discrimination and promoting community cohesion

16.1 The Council and the RP are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, transgender status, disability, appearance, age, or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

16.2 The Council will keep records of the race and ethnic origin of all nominations made to the RP and of all nominees who are offered a tenancy. A summary of this information will be included in the Council's annual report on nominations.

17. Disputes

17.1 Disputes about the operation of this Agreement which cannot be resolved by discussion between senior officers of the Council and the RP may be referred for arbitration to the President of the Chartered Institute of Housing.

18. Review of the Agreement

18.1 The Agreement and its operation will be reviewed and updated from time to time by the Council in consultation Housing Associations/Registered Providers.

Signed on behalf of the London Borough of Hammersmith & Fulham:

Signature

NamePosition.....

**Signed on behalf of theRegistered
Provider**

Signature

Name Position

***Notes: Amendments to this Agreement relevant to individual schemes
should be detailed below.***

(Details)

London Borough of Hammersmith & Fulham

Housing, Strategy & Growth

1st Floor, 145 King Street

Hammersmith, London, W6 9XY

Web: www.lbhf.gov.uk

Nomination Request Form

Please ensure you request nominations for void properties as soon as the vacation date is known

VOID DETAILS					
Date nomination form sent					
Name of Registered Provider					
Name of contact for further info					
Telephone number (essential)					
Email address (essential)					
Property address & postcode					
Date property became void					
Ready to view date					
Date ready to move in to					
Void reason					
Weekly rent					
Weekly service charge					
Any other charge (please detail)					
Type of tenancy being offered					
Any other comments - please state below					
PROPERTY TYPE- please tick					
House	<input type="checkbox"/>	Over 50 flat	<input type="checkbox"/>	Wheelchair accessible	<input type="checkbox"/>
Flat	<input type="checkbox"/>	Sheltered flat	<input type="checkbox"/>	Accessible Housing Register category	<input type="checkbox"/>
Studio (separate kitchen)	<input type="checkbox"/>	maisonette	<input type="checkbox"/>		<input type="checkbox"/>
Studio (no separate kitchen)	<input type="checkbox"/>	Bungalow	<input type="checkbox"/>	Studio (shared bathroom & kitchen)	<input type="checkbox"/>

PROPERTY DETAILS

Please note that single rooms are deemed as up to - 50 sq. ft. - (4.65m) & double rooms are deemed as up to 110 sq. ft. - (10.22m)
--

January 2017 Draft

Please state on the below table the number of single or double rooms (bedrooms)			
Property type	SINGLE	DOUBLE	
Studio property			
1 bed property			
2 bed property			
3 bed property			
4 bed property			
5 bed property			
Does the property have any of the following features (please answer with yes or no)			
Total number of bedrooms		Level access to the front of property via ramp	
		Level access shower (Y/N)	
Floor level		Closomat WC (Y/N)	
Lift available (Y/N)		Adapted kitchen (Y/N)	
Number of internal steps		Adapted bathroom	
Number of external steps to front door (excluding steps to access lift)		Ceiling wall and/or track hoist	
Car parking? (Y/N)		Entry phone (Y/N)	
If car parking, is permit required? (Y/N)		Through floor lift (Y/N)	
Central heating (Y/N)		stair lift (Y/N)	
Heating type		Public transport within 500 metres (Y/N)	
Garden (Y/N)		Any other adaptations	
If garden, communal or self-contained? (C/SC)		Shops within 500 metres (Y/N)	
Balcony (Y/N)		Patio (Y/N)	
Any pets allowed (Y/N)		Pet cat allowed (Y/N)	
		Pet dogs allowed (Y/N)	
Comments or further information – please write in space below			

Please return this completed form via email to rehousing.opportunities@lbhf.gov.uk

TO BE COMPLETED BY LBHF ALLOCATION TEAM ONLY	
Housing list	
Officer name	
Officer contact number	

PART A - Nomination

Shortlist for Rehousing

Viewing Address	
Viewing Date & Time	
Allocation Officer	
Housing Officer	

Position on Shortlist:

List	Application Ref	Status	Band	Offer	Tenancy Type
Name					
Address					
Tel					

PART B – Feedback

Please complete and return to the rehousing.opportunities@lbhf.gov.uk

Outcome:

Has the applicant accepted the offer? (Yes – No - Not Offered).
If Yes, Proposed Tenancy Commencement Date:
<i>If offer is being refused, this box is to be completed by the applicant giving reasons for refusing the property.</i>
<p>Based on the information I have provided above; I am refusing this offer of accommodation. I understand that refusing this offer will impact my position on the Housing Register and could result in no further offers being made.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border: 1px solid black; padding: 5px; width: 45%;"> Signed: </div> <div style="border: 1px solid black; padding: 5px; width: 45%;"> Date: </div> </div>

Annex 2

LBB Rent and Nominations Agreement

LONDON BOROUGH OF BRENT

&

REGISTERED PROVIDERS (RP)

NOMINATIONS AGREEMENT FOR AFFORDABLE DWELLINGS

1. Parties to the Agreement

This is an agreement between

The Mayor and Burgesses of the London Borough of Brent (the Council) and

The name of the organisation, the definition and the address where registered (the Tenant) .

2. Aims and Objectives

2.1 This agreement sets out the policies and procedures for the nomination by the Council of prospective tenants for vacant homes at the address including postcode which is registered at HM Land Registry under title number XXXXXXXX which at the date of this agreement ('the Development')

2.2 The aims of this agreement are:

- a) to ensure equality of opportunity in the nominations process;
- b) to enable the Council and the Tenant to work together to meet housing need and create sustainable communities in the London Borough of Brent;
- c) to ensure that the Tenant's vacant properties are let as quickly as possible to appropriate nominees;
- d) to improve the service and information to potential nominees and to enable applicants to participate in choice based lettings.

3. Publicity and Information

3.1 The Council will make available information about any vacant units in the Development available to all nominees applying for re-housing on request and update information on the properties as necessary in conjunction with the Tenant.

3.2 The Tenant will commit to providing information to the Council about any vacant units within the Development.

3.3 The Tenant will provide information about the Tenant to its prospective tenants.

4. Scope of the Agreement

4.1 This agreement covers all lettings by the Tenant of its affordable rented accommodation, at the Development where this means housing to be let at rents of no more than 80% of the local open market rent (including service charges, where applicable) and capped at Local Housing Allowance Rates to households who are

eligible for social rented housing. It is without prejudice and supplemental to any other property specific or general nominations agreement(s) between the Tenant and the Council.

5. Local Lettings Plan

- 5.1 The Tenant and the Council will use reasonable endeavours to agree any specific lettings plans that are necessary to be implemented in order to maintain a balanced sustainable community within the Development.

6. Nomination Quotas

- 6.1 The Tenant will make 100% of all units at the Development available for nomination by the Council on first lettings. The Tenant will make 100% of all void units at the Development available for nomination by the Council on subsequent lettings. The Tenant also agrees to consult the Council in general terms on the allocation of the remaining units and to take account of the authority's strategic aims in meeting housing need.
- 6.2 The Tenant agrees that the Council will be afforded 100% reciprocal nomination rights in respect of any dwellings that are managed by the Tenant within the London Borough of Brent and that become void and available for use as a consequence of the Tenant nominating residents to occupy affordable rented dwellings within the Development.

7. Nomination Procedure

The Tenant and the Council will respectively appoint staff who will act as authorised contacts for dealing with nominations. The procedure for nomination will depend on whether the Tenant is a member of Locata Choice Based Lettings scheme.

8. Non-Locata Partners

- 8.1 In conjunction with the West London Boroughs, the Council is committed to providing choice for homeseekers and tenants seeking housing in the West London area. The Council wishes to encourage Tenants to participate in choice based lettings and intends to let the majority of available properties, whether Council lets or nominations, via the Locata Choice Based Lettings scheme.
- 8.2 In the event that the Tenant is not a Locata Partner and in order to promote efficiency in the letting of property, the Council will provide the Tenants who are not Locata partners with an annual timetable of the deadlines for the submission of advertisements in the Locata online freesheet.
- 8.3 In order to minimise void periods, the Tenant should advise the Council of forthcoming voids as soon as possible by email or fax (or any other agreed practice) on the prescribed form. The Tenant must provide sufficient information to enable the Council to prepare an advertisement. Reference should be made to any particular feature of the property or its location in the interests of providing information to potential bidders.
- 8.4 Following receipt of the void notification, the Council will place the advertisement in the next online freesheet to be published. Locata online freesheets are published fortnightly and the deadline for inclusion in the online freesheet is 4:30pm on Monday (or any other agreed deadline). Void notifications should therefore be made

available to the Council by midday on the relevant day, although the Council will use its best endeavours to meet deadlines in all circumstances.

- 8.5 In the event that the Council misses a relevant deadline for publication and the vacant property is ready for occupation or likely to be ready within a short period of time, the Tenant can seek a direct nomination from the Council to minimize void periods where appropriate. However, should the Tenant miss the deadline, the Council will use its discretion as to whether or not it pursues a direct nomination. The Council undertakes to notify the Tenant of any missed deadline in these circumstances.
- 8.6 In completing the advertisement for any property, the Council may specify that priority for the property will be given to a particular quota or allocations scheme within its annual allocation plan. Although the Council aims to submit the majority of available properties to choice, from time to time it may also make direct allocations.
- 8.7 Where properties are advertised, shortlists of successful applicants will be made available to the Council eight days after the publication deadline. The details of up to five applicants will then be forwarded to the Tenant within 24 hours, following verification of eligibility by the Council. Information on applicants will be given to the Tenant in line with the agreement on information sharing below.
- 8.8 Where the Council wishes to nominate to a vacant property directly, it will provide details of a nominee within two working days of receiving the request. Details of a direct nomination will be provided by email or telephone and confirmed in writing.

9. Locata Partners

- 9.1 The Council intends to let the majority of available properties, whether Council lets or nominations, via the Locata Choice Based Lettings scheme, but may occasionally require properties for direct nomination.
- 9.2 Where the Council requires a direct nomination it will either refer it to the Tenant or place on Locata, a request that the property is to be withdrawn, or discuss with the Tenant any properties that might be available and to which a direct nomination would be made.
- 9.3 Otherwise, the Tenant will create an advertisement for inclusion in the next available edition of the Locata online freesheet for publication on the Council's page.
- 9.4 Within the deadline for the submission of the relevant advertisement, it is agreed that the Council may specify that priority will be given to any quota or allocations scheme to meet the priorities within its annual allocation plan. The Council may also amend the advertisement to give preference to priority groups,
- 9.5 On receipt of a verification request, the Council will verify the eligibility of up to five applicants with the highest priority and notify the Tenant within three working days. Information regarding the support needs and conduct of the prospective tenants will be given to the Tenant in line with the agreement on information sharing below.

10. Viewing and Offers

- 10.1 The Tenant will arrange viewings and interviews as appropriate with the short-listed applicants or direct nominees. The Tenant may decide how many applicants it wishes to invite to view and may undertake multiple viewings according to the circumstances of the case.
- 10.2 The property will be offered to the applicant in the highest position on the shortlist or otherwise directly nominated. If a shortlisted applicant refuses the offer (or has not accepted within 2 working days of the offer being made, which shall be a "Deemed Refusal"), the property will be offered to the remaining applicants in descending order of priority on the short list.
- 10.3 If the nominee, or, in the case of a multiple nomination, all five nominees refuse, the Council (or where applicable the Tenant) may provide up to five more short listed applicants, or a direct enforceable nomination within one working day.
- 10.4 It may be the case that not all of the applicants on the shortlist have been verified before the shortlist is used. In these circumstances, the Tenant must check with the Council that the relevant applicant has been verified before the tenancy is signed.
- 10.5 Provided the information supplied by the Tenant is accurate, a void property will need to be advertised only once. If there are no bidders or all of the short-listed applicants refuse the property, the Council will be given the opportunity to make a direct nomination.
- 10.6 If the Council fails to provide a direct nomination within five working days of notification of such an outcome, then the Tenant may retain the unit, which will count as a nomination under this agreement, unless there is a mutual agreement to re-advertise.
- 10.7 The Tenant will inform the Council by telephone or email of the name of the successful applicant or nominee and the anticipated tenancy commencement date within two working days of acceptance. In the case of new build or rehabilitated properties where handover has not yet taken place, the tenancy commencement date will be provided immediately following handover.

11. Equal Opportunity and Diversity

- 11.1 Advertisements for such properties should include reference to services designed to benefit a particular group and expressly encourage them to apply, but may not exclude other applicants from normal consideration under choice based lettings. This situation may be subject to review at any time as a consequence of legal opinion or direction.

12. Tenant Support

- 12.1 If the successful nominee has been or is receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Tenant accordingly.
- 12.2 If the nominee has a history of anti-social behaviour the Council will advise the Tenant. Notwithstanding 13.2 (e) this will not preclude the nominee from being accepted.

12.3 If the nominee has an unspent conviction that may preclude them from being accepted by the Tenant, see 13.2 (f). The Council will advise the Tenant accordingly.

13. Rejections by the Tenant

13.1 The Tenant will notify the Council within two working days of the reason for rejecting any nomination, or failing to offer the property to any applicant with the highest priority on the shortlist who the Council consider to be eligible.

13.2 The following circumstances may be acceptable reasons for the rejection of a nomination or eligible applicant by the Tenant:

- a) the property is not suitable for the nominee or a member of their household, eg. on grounds of age, disability, ill health, or location;
- b) there has been a change of circumstances, previously unknown to the Council, that makes the nomination unsuitable;
- c) the nomination does not conform to the Tenant's allocations policy;
- d) the applicant is unable to sustain a tenancy;
- e) there is a known history of anti-social behaviour by either both the nominee or associated with the property or location and the housing of the nominee would not be consistent with a sensitive letting;
- f) the nominee has an unspent conviction which would make the nomination unsuitable e.g. arson.

14. Refusals of Offers

14.1 Offers made as the result of choice based bids are not generally enforceable under the Council's limitations of offers policy unless the Tenant is given prior notice. However, direct nominations made by the Council are enforceable offers unless otherwise specified.

14.2 Where the Council is enforcing a direct offer, the Tenant must advise the Council as soon as possible of a refusal and confirm in writing or by e-mail. The offer should then be held for no longer than five working days after the Tenant has notified the Council of a refusal, in order that the Council can meet its duty to the nominee.

14.3 In the event the Council needs more than five days to complete its enquiries, the parties shall mutually agree whether an extension is appropriate.

15. Confidentiality

15.1 At the point of application, the Council seeks the informed consent of housing applicants to share relevant personal data with third parties, including Registered

Provider and other housing authorities, to inform the assessment of eligibility for housing, and to address the needs of the applicant.

15.2 The Council and the Tenant agree that personal information relating to an applicant shall be used solely for the purposes identified at paragraph 15.1 above, and will not be disclosed to third parties or other persons without a need to know or without the consent of the applicant.

15.3 For the safety of all staff, if a nominee is known to the Council to have a history of threatening or violent behaviour, the Council will inform the Tenant at the point of nomination or verification of short listed applicants.

16. Information Sharing

16.1 Prior to nomination, or when verifying a short listed applicant, the Council will disclose to the Tenant the needs and potential risks associated with any applicant or household member and provide relevant information. If the successful nominee has been receiving support in a permanent or temporary tenancy from the Council's Housing Support Service, other known support agency or community care plan, the Council will advise the Tenant accordingly.

16.2 Information included under this agreement is intended to minimise the risk of exclusion of vulnerable applicants and to protect the proper interests of Tenant's employees. In providing information, the Council will disclose:

- a) age, gender, race and ethnic origin;
- b) any long-term illness, disability or vulnerability that may require special housing or care or support, including care and support packages provided by statutory or other agencies;
- c) relevant information regarding previous history of anti-social behaviour that might impact on the safety of staff or the community;
- d) immigration status and language or interpretation requirements.

16.3 This agreement will aim to support the information-sharing protocol that has been developed by the Housing Corporation and that is now applied by the Homes and Communities Agency.

17. Record Keeping and Monitoring

17.1 In order to minimise unsuitable nominations, the Council will regularly review its housing application lists.

17.2 The Council will monitor nominations to the Tenant on a regular basis and will produce a report at the end of each financial year which will be made available to the Tenant as part of the annual review.

17.3 The Tenant will report regularly to the Council, at intervals to be agreed, on the number of vacancies arising during the relevant period by type, and to whom they were allocated. At the end of each financial year, the Tenant shall produce a summary report showing the total number of vacancies arising by type and bedroom

size and the allocation of those properties by tenant transfer, Council nomination, waiting list, mobility offer or nomination by other specified agency.

- 17.4 The Council may from time to time wish to carry out an audit of the Tenant's lettings records. The Tenant undertakes to cooperate with this process provided that a minimum of fourteen working days notice is given.

18. Preventing discrimination and promoting community cohesion

- 18.1 The Council and the Tenant are committed to avoiding discrimination on the grounds of race, ethnicity, religion, gender, sexual orientation, disability, appearance, age or marital status, and will work together to ensure that their policies do not discriminate either directly or indirectly against any of these groups.

- 18.2 The Council will keep records of the race and ethnic origin of all nominations made to the Tenant and of all nominees who are offered a tenancy. A summary of this information will be included in the Council's annual report on nominations.

- 18.3 The Tenant will monitor its lettings via the CORE and Locata systems or any other approved system.

19. Disputes

- 19.1 Where any matter the subject of this agreement shall be in dispute, the Council and the Tenant shall seek to use reasonable endeavours to resolve the same within 28 days of the dispute arising.

- 19.2 Failing the resolution of the dispute within 28 days of the same arising the Council and the Tenant may refer the dispute for the determination by a single expert qualified to deal with the subject matter of the dispute who shall be jointly appointed by the parties within a period of 14 days of reference or failing agreement on such nomination the expert shall be nominated by the President for the time being of the Law Society.

- 19.3 The expert will be instructed to produce his or her determination within 28 days of instruction. The determination of the expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.

20. Forms

- 20.1 The following forms are used by officers from the Council and Registered Provider (RP) partners to process and monitor nominations to properties:

- (a) quarterly lettings form;
- (b) definitions of headings within the quarterly lettings form;
- (c) property quality assessment form;
- (d) request for a nominations form;

- (e) nominations form;
- (f) outcome of an offer form;
- (g) nominations authorised officers list;
- (h) guidance on when Registered Providers reject Brent nominees.

20.2 The above forms are available from the Council's Nominations/Allocations Team.

Signed on behalf of the London Borough of Brent:

Signature

NamePosition.....

Date.....

Signed on behalf of []("The Tenant")

Signature

Name Position

Date.....

Annex 3

LBE Rent and Nominations Agreement

- 1.1 **“Affordable Housing”** means housing (irrespective of tenure or ownership whether exclusive or shared) available to people who cannot afford to rent or buy on the open market;

- 1.2 **“Allocations Policy”** shall mean the Allocations Policy set out in the Schedule hereto;
- 1.3 **“Council’s Allocation Scheme”** means the Council’s allocations scheme under Part V1 of the Housing Act 1996 updated August, 2012 to include changes agreed by Overview and Scrutiny Committee in June, 2012 and Cabinet in July, 2012 , and as may be amended from time to time;
- 1.4 **“Exempt Disposal”** shall mean the Grant of any of the following:
- 1.14.1 Any easement which the RP considers will not substantially affect the Rents Units
 - 1.14.2 disposal to a person exercising any statutory right of acquisition or voluntary purchase under any such scheme from time to time in force
 - 1.14.3 disposal by a mortgagee or chargee or any receiver thereof exercising its power of sale
 - 1.14.4 a charge to a mortgagee or chargee.
 - 1.14.5 any other disposal of the Property (or any part thereof) excluding the Rents Units
- 1.5 **“First Let”** means the first occupation of the newly constructed and previously unoccupied Rent Unit;
- 1.6 **“Homes and Community Agency”** is the national housing and regeneration agency which acts as a regulator for social housing providers in England or any successor body performing the same function.
- 1.7 **“LOCATA”** is a Web based application where social housing properties are advertised for potential tenants to apply
- 1.8 **“Nomination Debt”** will arise when any Rent Unit to which the Council has a nomination right pursuant to this Deed and which is not let to a Nominee in the circumstances set out in clause 7.3 in which case RP will notify the Council in writing that a Nomination Debt has arisen;

- 1.9 **"Nomination Notice"** means a written notice of nominees given by the Council to RP in the form as may be agreed between RP and the Council from time to time acting reasonably;
- 1.10 **"Nomination Period"** means a period of 60 years from and including the date of the first letting of the last Rent Unit;
- 1.11 **"Nominee"** means a short listed bidder (who for the avoidance of doubt shall be over the age of 18, unless they are under 18 and also have a guarantor for the rent and a Council provided funded or approved support package) to whom RP makes an offer of a Tenancy Agreement per clause 2.4 of this Deed or the person named in a Nomination Notice per clauses 2.5 or 2.6 of this Deed;
- 1.12 **"Property"** means the property known as []
- 1.13 **"Registered Provider"** means a private provider of social housing which is designated as a non-profit organisation under subsections 115(1)(a) or Section 278(2) of the Housing and Regeneration Act 2008;
- 1.14 **"Rents Units"** means those [] residential dwellings described below which are located on the Property and which are subject to the terms of this deed
[]
- 1.15 **"Subsequent reletting"** means any letting of a Rent Unit other than the First Let that may take place on the occurrence of a True Void within the Nomination Period;
- 1.16 **"Tenancy Agreement"** means probationary assured shorthold tenancy or an assured or assured shorthold tenancy agreement and for the avoidance of doubt that assured shorthold tenancy save for probationary assured shall be for a minimum of an initial 6 year fixed term then a subsequent 5 year fixed term and in a form prepared by RP and containing terms which accord with the guidance on housing management issued by the Homes and Community Agency from time to time or such other form of agreement that may be required by the Homes and Communities Agency from time to time. For the avoidance of doubt the existing tenants would be granted assured tenancy agreements;

1.16 **“True Void”** means a Rent Unit which is vacant as a result of:

- 1.16.1 The tenant having moved to other accommodation provided by a landlord other than RP or
- 1.16.2 The tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or
- 1.16.3 The tenant having purchased a property in the private sector; or
- 1.16.4 The tenant having been evicted or having abandoned the Rent Unit
- 1.16.5 A disposal of a Rent Unit to the tenant pursuant to Part I of the Housing Act 1996 (as amended)

AND for the avoidance of doubt a Rent Unit shall not be a True Void when vacant as a result of:

- 1.16.6 The tenant having been rehoused via any mobility scheme where a right to nominate a tenant to RP's housing stock is required in return; or
- 1.16.7 The tenant having moved to accommodation provided by RP or
- 1.16.8 The tenant having assigned the tenancy of the Rent Unit on a mutual exchange; or
- 1.16.9 The tenant having temporarily moved out or the Rent Unit remaining vacant for a reasonable period between lettings whilst works are undertaken to remedy any building defect damage or destruction
- 1.16.10 The tenant transfers to another borough where reciprocal arrangements exist
- 1.16.11 The tenant moves to other landlord's property where reciprocal arrangements exist;

1.17 **“Working Day”** means any day Monday to Friday but excluding UK Public Statutory holidays and the Council special holidays between 27 and 31 December ;

2. Nomination Procedure

- 2.1 The Council is entitled to nominate 100 per cent of the First Lets and 75 per cent of the True Voids during the Nomination Period.
- 2.2 The RP must register the scheme with LOCATA and prepare the advert for advertising a Rent Unit as available to let and, before placing the advert, provide it to the Council for approval such approval not to be unreasonably withheld or delayed provided that if such approval is not given by the close of business on the Tuesday before the LOCATA advertisement deadline the advert will be deemed to be approved by the Council and RP may place the advert and for the avoidance of doubt if there is a change to the LOCATA advertisement deadline the reference to relevant Tuesday above shall change accordingly and shall be read as the day of the rented deadline. The RP shall use reasonable endeavours to prepare the advert well before the LOCATA advertisement deadline. The RP should also provide in the advert information regarding any unique selling points in order to make the First Let/True Void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms new build etc.
- 2.3 4 Weeks prior to the anticipated date of completion of a First Let Rent Unit RP will place the advert in the next LOCATA edition to be published in accordance with the following deadlines. Properties are advertised weekly via the LOCATA website. The deadline for inclusion in LOCATA is 12 Noon on Tuesday and the advert will appear on Thursday 2 days later.
- 2.4 Shortlists are normally available 4 days after the advert appears. RP will access the shortlist direct and take details of the bidders and arrange single or multiple viewings and subject to verification by the Council (not to be unreasonably withheld or delayed) make offer(s) of a Tenancy Agreement.
- 2.5 If RP rejects a Nominee or all Nominees or the Nominee or all Nominees refuse the Council will provide 2 to 3 directly enforceable nominations by way

of service of a Nomination Notice, within 1 Working Day of notification by RP to the Council of such refusal/rejection.

2.6 Provided the information in the advert placed by RP is accurate, a True Void or First Let Rent Unit will need to be advertised only once. If there are no bidders or all the short-listed Nominees refuse or RP rejects all such Nominees the Council will be given the opportunity to make a direct nominations by way of service of a Nomination Notice. If the Council fails to provide direct nomination(s) within 5 Working Day or RP rejects the Nominee RP may take back the unit and in such case a Nomination Debt will arise.

2.7 Where the Council is enforcing an offer, the True Void or First Let will not have to be held for longer than 5 Working Days after RP has notified the Council of a refusal or rejection.

2.8 RP must update the LOCATA website with details and inform the Council of proposed tenancy commencement dates not later than 3 Working Days from the date of signing of the Tenancy Agreement.

3. **True Voids**

3.1 RP shall use its reasonable endeavours to ensure that with effect from the date the last Rent Unit is let for the first time all True Voids in each twelve month period commencing on 1st April shall be let to Nominees.

3.2 RP shall monitor the number of True Voids for the Rent Units during each such twelve month period in order to ensure that it complies with its obligations under Clause 3.1.

4. **Obligations of RP**

4.1 RP shall update the LOCATA website and supply to the Council in writing:-

4.1.1 Full details of any offer of a Tenancy Agreement made by RP to a Nominee within 5 Working Days of such offer being made; and

4.1.2 If RP makes no offer of a Tenancy Agreement to any Nominee under Clause 2.4, 2.5 or 2.6 full details of the reason for not making any offer within 5 Working Days of receipt of the Nomination Notice; and

4.1.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee within 5 Working Days of acceptance or rejection by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.

4.2 It is hereby agreed that RP shall not reject a Nominee without prior consultation with the Council provided that following such consultation RP shall be entitled to reject a Nominee if RP considers in its discretion (acting reasonably) that a Nominee is too vulnerable to be capable of living independently or the Nominee has a history of antisocial behaviour or the letting would be contrary to RP's allocations policy from time to time.

5. The Council's Obligations

5.1 The Council agrees with RP (so far as the Council is able having regard to its statutory duties from time to time) that unless the RP shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected RP's offer of a Tenancy Agreement.

5.2 The Council shall use reasonable endeavours to provide details of the ethnic origin and other relevant details of Nominees to enable RP effectively to monitor whether or not it is having an appropriate percentage of such households in accordance with its equal opportunities policy and the Council shall register applicants on its Housing Register in accordance with its allocation policies as agreed with social landlords as required under the Housing Act 1996.

5.3 The Council shall before making a nomination assess the suitability of the Nominees for the respective Rent Units in accordance with the Allocation's Policy.

5.4 In so far as the Council is able the Council will provide to RP when making any nomination, in accordance with the Data Protection Act, 1998, all relevant

information regarding Nominees, including but not limited to information on a Nominee's vulnerability, support needs, medical issues and recommendations antisocial behaviour record and any additional information reasonably requested by the RP or required by law.

6. RP's Covenants

RP Covenants with the Council:

6.1 Use

- 6.1.1 To provide to the Council nominations of 100% of the First Lets and 75% all True Voids in accordance with clause 2 as applicable;
- 6.1.2 Not to use permit or suffer the use of any Rent Unit save as rented housing in accordance with the obligation of RP under this Deed;
- 6.1.3 To observe and perform the obligations of the landlord under or by virtue of any Tenancy Agreement granted to a Nominee;
- 6.1.4 To use reasonable endeavours to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant;
- 6.1.5 Every letting to a Nominee (except with the Council's consent) shall be in the form of a Tenancy Agreement;
- 6.1.6 To monitor the number of True Voids during the term to ensure that it complies with its obligations under the Deed.

6.2 Health and Safety

To carry out health and safety audits and risk assessments as required and comply with all aspects of Health and Safety Acts and Regulations.

6.3 Disposal

RP covenants with the Council that it shall not during the Nomination Period transfer, assign or lease the Rent Units (or any part thereof) save on a Tenancy Agreement to Nominees or by way of an Exempt Disposal and it shall not assign, transfer or lease the whole of the Rents Units (or any part thereof) (save by way of an Exempt Disposal) to any person or body other than to another Registered Provider with the consent of the Homes and Communities

Agency and provided that on each occasion that any such Registered Provider ("New RP") makes an unconditional offer to the Council to enter into a nomination agreement in the same form and substance as these presents (mutatis mutandis) (or as varied per clause 7.2 hereof) then upon delivery to the Council of such substitute nomination agreement duly executed by such New RP and upon RP confirming to the Council that such transfer assignment or lease to such New RP has taken place then on each such occasion this Deed shall henceforth be construed and have effect as if reference to the Rent Units were reference to the part of the Rent Units in respect of which the RP retains an interest (if any) and for the avoidance of doubt if the New RP fails to enter into a such substitute nomination agreement with the Council as required the assignment shall not take place.

7. Miscellaneous

7.1 This Agreement shall not be binding upon:

7.1.1 any mortgagee or chargee who has the benefit of a legal mortgage or charge secured against the Property (or any part or parts thereof) or any receiver appointed by such mortgagee or chargee or any successor in title of any of them or persons who shall derive title directly or indirectly from through or under such mortgagee, chargee or receiver; and

7.1.2 any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy Agreement; and

7.1.3 any person or persons who shall at any time acquire any legal interest in a Rent Unit (or part thereof) pursuant to any statutory right of acquisition or voluntary purchase scheme from time to time in force and their successors in title and mortgagees or persons deriving title directly or indirectly from through or under any of them.

7.2 The Council and RP agree that the provisions contained in this Deed may be varied from time to time by agreement in writing by the Council and RP.

- 7.3 Where the Council has a Nomination Debt and if the Council so requests a nomination in such circumstances RP shall use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the Rent Unit within the Property or in any other of RP's housing stock situate within the Borough of Ealing.
- 7.4 If the RP is unable upon the occurrence of a True Void on a Subsequent reletting to provide nomination rights in accordance with this Agreement as a result of the relevant Rent Unit within the Property having been disposed of by the RP as may be required by law the RP shall within one year of the occurrence of the True Void on a Subsequent reletting use reasonable endeavours to provide alternative nomination rights to a residential unit which is reasonably comparable to the relevant Rent Unit within the Property or in any other of the RP's housing stock situate within the Borough of Ealing or shall provide nomination rights to any units that RP has developed utilising the receipts ("a reprovided unit") by the RP on the disposal of the relevant Rent Unit as required by law.
- 7.5 This Deed shall expire and cease to have effect on the expiry of the Nomination Period.
- 7.6 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post in the case of the RP to its registered office from time to time or such other address notified in writing from the RP to the Council from time to time and in the case of the Council to the address of the Council indicated above or such other address notified in writing by the Council to RP and any notice shall have been deemed to have been served two Working Days after posting.
- 7.7 In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED BY **THE**)
COUNCIL OF THE LONDON)
BOROUGH OF EALING BY AFFIXING)
THE COMMON SEAL in the presence of)

Authorised Officer

Dated

2017

RP

- and -

THE COUNCIL OF THE LONDON BOROUGH OF EALING

Nomination Agreement relating to

**Director of Legal and
Democratic Services
London Borough of Ealing
Perceval House
14/16 Uxbridge Road
Ealing W5 2HL**

SCHEDULE 4

Viability Review

1. SUBSTANTIAL IMPLEMENTATION REVIEW TRIGGER

- 1.1 Where Substantial Implementation has not occurred before the Substantial Implementation Review Date, the Developer will carry out the Substantial Implementation Review in accordance with the provisions of this schedule.
- 1.2 The Developer shall notify OPDC in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable OPDC to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.3 Following notification of Substantial Implementation pursuant to paragraph 1.2, the Developer shall afford OPDC (and its agents) access to the Site to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation Provided Always That:
- (a) OPDC shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - (b) OPDC and its agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - (c) OPDC and its agents shall at all times be accompanied by the Developer or its agent.
- 1.4 OPDC shall inspect the Site within 20 Working Days of receiving notice pursuant to paragraph 1.2 and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not OPDC considers that the works undertaken amount to Substantial Implementation.
- 1.5 If OPDC fails to undertake the inspection within the prescribed period or concludes that Substantial Implementation has not occurred then the Developer may:
- (a) submit additional information to OPDC to seek to demonstrate to OPDC that Substantial Implementation has occurred; or
 - (b) refer the matter to dispute resolution in accordance with the provisions of clause 19 of this Deed.

2. FIRST VIABILITY REVIEW TRIGGER

- 2.1 The Developer will carry out the First Viability Review from the First Viability Review Trigger Date in accordance with the provisions of this schedule.
- 2.2 Unless otherwise agreed with OPDC (acting reasonably) the Developer shall not Occupy more than 272 Private Residential Units unless and until the First Viability Review has been completed and agreed (or determined) in accordance with the following provisions of this schedule.

3. SECOND VIABILITY REVIEW TRIGGER

- 3.1 The Developer shall not be required to carry out the Second Viability Review unless:

- (a) the First Viability Review was undertaken from 1 October 2020 because the Developer had failed to Practically Complete 75% of the Private Residential Units at that date; and
 - (b) the Developer has failed to Practically Complete 95% of the Private Residential Units by the Second Viability Review Trigger Date.
- 3.2 In the event that the Developer is required to carry out the Second Viability Review (because the conditions in paragraph 3.1 of this schedule have been met), the Developer shall carry out the Second Viability Review from the Second Viability Review Trigger Date and the Developer shall not Occupy more than 345 Private Residential Units unless and until the Second Viability Review has been completed and agreed (or determined) in accordance with the following provisions of this schedule.
- 4. **REVISED VIABILITY ASSESSMENT**
 - 4.1 Any Revised Viability Assessment will be prepared by the Developer in the form of the Revised Viability Assessment Template and shall be submitted on an open book basis.
 - 4.2 Any Revised Viability Assessment will include the inputs shown on the Revised Viability Assessment Template unless otherwise agreed by the Developer and OPDC.
 - 4.3 The inputs shown on any Revised Viability Assessment Template will be calculated in accordance with the methodology and notes included in the Revised Viability Assessment Template unless otherwise agreed by the Developer and OPDC.
- 5. **SUBMISSION OF THE REVISED VIABILITY ASSESSMENT**
 - 5.1 The Developer will submit a Revised Viability Assessment within 20 Working Days after the Substantial Implementation Review Date and/or the First Viability Review Trigger Date and/or the Second Viability Review Trigger Date (as applicable).
- 6. **PROPOSALS FOR ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION**
 - 6.1 The Developer will submit to OPDC together with a Revised Viability Assessment a written statement confirming:
 - (a) whether a Surplus has arisen;
 - (b) the value of any Surplus; and
 - (c) the proposed value of any Affordable Housing Contribution.
 - 6.2 The Developer will provide to OPDC together with a Revised Viability Assessment such further information and evidence as is reasonably required by OPDC to enable OPDC's Valuer to carry out the Substantial Implementation Review and/or the First Viability Review and/or the Second Viability Review (as applicable).
- 7. **SUBSTANTIAL IMPLEMENTATION REVIEW, FIRST VIABILITY REVIEW AND SECOND VIABILITY REVIEW**
 - 7.1 OPDC will commission an independent assessment of any Revised Viability Assessment it receives Provided Always That OPDC's Valuer will report to OPDC within 30 Working Days after the date of submission of any Revised Viability Assessment by the Developer in accordance with paragraph 6.2 of this schedule.
 - 7.2 OPDC will notify the Developer in writing when OPDC's Valuer has completed the Substantial Implementation Review and/or First Viability Review and/or Second Viability Review and provide a copy of the relevant report of OPDC's Valuer to the Developer.

- 7.3 The Developer will pay to OPDC the costs of OPDC's Valuer which are reasonably and properly incurred on the Substantial Implementation Review and/or First Viability Review and/or Second Viability Review within 20 Working Days of receipt of OPDC's request for payment Provided Always that there shall be a maximum sum of £10,000 (Index Linked) in respect of each of the Substantial Implementation Review and/or the First Viability Review and/or the Second Viability Review.

8. **ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION**

- 8.1 The Surplus will be calculated in accordance with the following formula:

$$A = B - C$$

where:

A = the amount of the Surplus

B = the total value of all Revenues as at the date of the Revised Viability Assessment

C = the total value of all Costs as at the date of the Revised Viability Assessment

- 8.2 Subject always to paragraph 1 of Schedule 3, any Affordable Housing Contribution will be calculated in accordance with the following formula:

$$D = A \times E$$

where:

A = the amount of the Surplus calculated in accordance with paragraph 8.1

D = the value of the Affordable Housing Contribution, which shall not be less than £0 (zero pounds)

E = the agreed share of the Surplus, being 50% (fifty per cent)

- 8.3 The Substantial Implementation Review, the First Viability Review and the Second Viability Review shall be upwards only and in the event that the Surplus calculated under any review pursuant to paragraph 8.1 is a negative figure (i.e. a deficit) then no Affordable Housing Contribution shall be payable in respect of that review Provided That notwithstanding the fact that no Surplus has arisen there shall be no reduction or other alteration to the On-Site Affordable Housing Base Provision or the other planning obligations within this Deed as a result of such review.
- 8.4 OPDC and the Developer will use reasonable endeavours to agree the value of any Affordable Housing Contribution as soon as reasonably practicable following the Developer's submission of a Revised Viability Assessment.
- 8.5 OPDC or the Developer may refer the matter to dispute resolution pursuant to clause 19 of this Deed to determine the value of any Affordable Housing Contribution if no agreement has been reached within 20 Working Days following receipt of OPDC's Valuer's final report pursuant to paragraph 7.2.
- 8.6 Subject to paragraphs 8.7 and 8.8 below the Developer shall pay to OPDC the value of any Affordable Housing Contribution which has been agreed pursuant to paragraph 8.4 or determined pursuant to paragraph 8.5 within 10 Working Days of such agreement or determination and in any event:

- (a) prior to the Occupation of any of the Private Residential Units in the case of an Affordable Housing Contribution arising from the Substantial Implementation Review (and shall not Occupy any of the Private Residential Units until such Affordable Housing Contribution has been paid);
- (b) prior to the Occupation of more than 272 Private Residential Units in the case of an Affordable Housing Contribution arising from the First Viability Review (and shall not Occupy more than 272 Private Residential Units until such Affordable Housing Contribution has been paid); and
- (c) prior to the Occupation of more than 345 Private Residential Units in the case of an Affordable Housing Contribution arising from the Second Viability Review (and shall not Occupy more than 345 Private Residential Units until such Affordable Housing Contribution has been paid).

8.7 If there is a Surplus and there is a requirement for an Affordable Housing Contribution:

- (a) OPDC and the Developer shall seek to agree whether additional Affordable Housing can and should be provided on the Site (such that there would be a maximum of 50% of the total number of Residential Units provided on the Site as Affordable Housing) and in which case the Developer will be required to provide the additional Affordable Housing on the Site:
 - (i) prior to Occupation of any Private Residential Units in the case of a Surplus arising from the Substantial Implementation Review (and shall not Occupy or permit or suffer Occupation of any Private Residential Units until such additional Affordable Housing has been Practically Completed and made available for Occupation);
 - (ii) prior to Occupation of more than 272 Private Residential Units in the case of a Surplus arising from the First Viability Review (and shall not Occupy or permit or suffer Occupation of more than 272 Private Residential Units until such additional Affordable Housing has been Practically Completed and made available for Occupation); and
 - (iii) prior to Occupation of more than 345 Private Residential Units in the case of a Surplus arising from the Second Viability Review (and shall not Occupy or permit or suffer Occupation of more than 345 Private Residential Units until such additional Affordable Housing has been Practically Completed and made available for Occupation); and
- (b) in the event that it is agreed between OPDC and the Developer and that the additional Affordable Housing cannot or should not be provided on Site, the Surplus in the form of an Affordable Housing Contribution should be paid to OPDC:
 - (i) prior to the Occupation of any Private Residential Units in the case of an Affordable Housing Contribution arising from the Substantial Implementation Review (and shall not Occupy or permit or suffer Occupation of any Private Residential Units until such Affordable Housing Contribution has been paid);
 - (ii) prior to the Occupation of more than 272 Private Residential Units in the case of an Affordable Housing Contribution arising from the First Viability Review (and shall not Occupy or permit or suffer Occupation of more than 272 Private Residential Units until such Affordable Housing Contribution has been paid); and
 - (iii) prior to the Occupation of more than 345 Private Residential Units in the case of an Affordable Housing Contribution arising from the Second Viability Review (and shall not Occupy or permit or suffer Occupation of more than

345 Private Residential Units until such Affordable Housing Contribution has been paid)

in each case for OPDC to use the Affordable Housing Contribution towards facilitating the provision and/or improvement of Affordable Housing elsewhere within its administrative area.

- 8.8 Any dispute between OPDC and the Developer concerning how the Affordable Housing Contribution should be utilised shall be referred for determination in accordance with the provisions of clause 19.
- 8.9 Where OPDC's aggregate share of all Surpluses (being 50% of the total Surplus) (a "**Relevant Surplus**") would be sufficient to cover the cost of providing additional Affordable Housing such that the equivalent of 50% of the total number of Residential Units either on the Site or off-site are provided as Affordable Housing, then any amount of the Relevant Surplus in excess of the amount required to provide the equivalent of 50% Affordable Housing shall be paid to OPDC:
- (a) prior to the Occupation of any of the Private Residential Units in the case of a Surplus arising from the Substantial Implementation Review (and shall not Occupy any Private Residential Units until such sum has been paid);
 - (b) prior to the Occupation of more than 272 Private Residential Units in the case of a Surplus arising from the First Viability Review (and shall not Occupy more than 272 Private Residential Units until such sum has been paid); and
 - (c) prior to the Occupation of more than 345 Private Residential Units in the case of an Surplus arising from the Second Viability Review (and shall not Occupy more than 345 Private Residential Units until such sum has been paid)

and such sum will be used by OPDC towards education and/or transportation improvements at its absolute discretion Provided Always That:

- (i) any such sum paid to OPDC for use towards education and/or transportation improvements shall never exceed the Cap; and
- (ii) the Developer shall not be obliged to provide additional Affordable Housing and/or pay any Affordable Housing Contribution pursuant to the Substantial Implementation Review, the First Viability Review and/or the Second Viability Review that would cause the maximum total of the On-Site Affordable Housing Base Provision, Affordable Housing Contributions and any additional Affordable Housing provided on the Site to exceed the equivalent of 50% (by unit) of the Residential Units.

Annex 1

Revised Viability Assessment Methodology

As at [Date]

REVENUE

				TOTALS
Residential – Open Market Sale				
Gross Sales Revenue	Note 1			A
Residential Affordable Units				
Gross Sales Revenue	Note 2			B
Non-Residential Space				
Commercial Revenue	Note 3	Space	Sales	C
Ground Rents				
Total No. of Units		Variable	sqft	D1
Average Revenue/Unit	Note 4	Variable	sqft	D2
			= D1xD2	D
Car Parking				
Total No. of Spaces (excluding Accessible Car Parking Spaces and Family Car Parking Spaces (if not allocated to an Occupier of a Family Unit in accordance with Paragraph 4 of Schedule 7 to the Section 106 Agreement)		Variable		E1
Average Revenue/Space	Note 5	Variable	sqft	E2
			= E1xE2	E
REVENUE SUMMARY				
Residential for Sale/Rent		= A		
Affordable Housing		= B		
Commercial		= C		
Ground Rents		= D		
Car Parking		= E		
TOTAL GROSS DEVELOPMENT VALUE (GDV)				
			= A+B+C+D+E	F

DEVELOPMENT COSTS

Site Cost				
Site Value	£2,720,000 subject to indexation in accordance with the House Prices Index for the LBHF as published by HM Land Registry between the period January 2016 and the date of this Deed.			G1
SDLT	Variable %	(G2)	=G2xG1	G3
Site Legals & fees & comm	Variable %	(G4)	=G4xG1	G5
Total Site Cost			= G1+G3+G5	G
Build Cost				
Total Net Area			Variable	H1
Average Build Rate per NetSqft (Design and Build basis) ^{Note 6}			Variable	H2
Total Build Cost			=H1xH2	H
Other Costs				
Planning Applications			Variable	J1
Section 106 Costs			Variable	J2
Mayoral CIL			Variable	J3
Borough CIL			Variable	J4
Construction and Design Contingency			Variable	J5
Professional Fees			Variable	J6
Residential sales, marketing and legal			Variable	J7
Commercial sales, marketing and legal			Variable	J8
Commercial letting and legal fees			Variable	J9
Commercial purchaser agency fees			Variable	J10
Development management costs			Variable	J11
Any other reasonably and properly incurred costs associated with the Development			Variable	J12
Viability reappraisal costs (including professional fees)			Variable	J13
Total Other Costs			=J1+J2+J3+J4+J5+J6+J7+ J8+J9+J10+J11+J12+J13	J
Finance Cost				
Interest			Variable as cash flow	K1
Funders' Fees			Variable as cash flow	K2
Total Finance Costs			=K1+K2	K

Total Developer Margin	20.00 % of GDV (L1)	=L1xF	L
Total Development Costs		= G+H+J+K+L	M

SCHEME SUMMARY

TOTAL GROSS DEVELOPMENT VALUE	=F
Less	
TOTAL DEVELOPMENT COSTS	=M
Equals	
DEFICIT/SURPLUS which is to be apportioned equally between the Developer and OPDC	=F-M

Note 1: To be determined from actual sales/rental values for plots sold/rented where applicable and where actual sales/rental values are not available detailed plot pricing of each unit from the best available market evidence.

Note 2: To be determined from a detailed appraisal of each unit taking account of the agreed rents and intermediate affordability.

Note 3: To be determined from actual letting values for commercial units where applicable and where actual letting values are not available to be determined from the total of the best available market evidence for each commercial unit.

Note 4: The average price per unit is determined from a valuation of the market rate for ground rents chargeable on each unit type, divided by the total number of units and multiplied by the appropriate capitalisation rate determined from market evidence.

Note 5: The average price per space is determined from the total achieved or achievable revenue divided by the total number of parking spaces sold.

Note 6: To be determined from the actual contract value for construction of the Development on a Design and Build basis at the date of the viability assessment.

SCHEDULE 5

Highways and Transport

1. TRANSPORT CONTRIBUTION

1.1 The Developer shall:

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

2. HIGHWAY REINSTATEMENT

2.1 The Developer shall:

- (a) prior to Commencement of the Development submit an initial Schedule of Highway Condition (which shall be by reference to a plan) to OPDC for approval; and
- (b) not Commence the Development until OPDC 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 Developer shall give written notification of such fact to OPDC together with the following information for approval:

- (a) a further Schedule of Highway Condition (which shall be by reference to a plan);
- (b) a proposed specification for the Highway Reinstatement Works; and
- (c) a proposed programme for the Highway Reinstatement Works.

2.3 Following approval of the details in paragraph 2.2 by OPDC, the Developer shall:

- (a) enter into a Highway Agreement with LBE (as local highways authority) in respect of the Highway Reinstatement Works; and
- (b) thereafter carry out the Highway Reinstatement Works in accordance with the Highway Agreement referred to in paragraph 2.3(a).

2.4 The Developer shall not permit any further Occupation of either Residential Units or Commercial Floorspace after Practical Completion of the Development until:

- (a) the details required to be submitted pursuant to paragraph 2.2 have been approved in writing by OPDC;
- (b) the Developer has entered into a Highway Agreement in respect of the approved Highway Reinstatement Works; and
- (c) the Developer has Practically Completed the Highway Reinstatement Works in accordance with the Highway Agreement referred to in paragraph 2.4(b).

2.5 The Developer shall consult with the LBE (as local highway authority) in respect of the approval of the details required to be submitted pursuant to paragraphs 2.1 and 2.2.

3. **GENESIS ROAD**

- 3.1 Subject to paragraphs 3.7 and 3.8 the Developer shall use reasonable endeavours to enter into a Highway Agreement with LBHF in respect of the construction of the Genesis Road prior to Commencement of the Development.
- 3.2 The Developer shall construct the Genesis Road to LBHF adoptable standards in accordance with approved drawings and LBHF streetscape guidance prior to the Occupation of any Residential Units in the Development.
- 3.3 Subject to paragraphs 3.7 and 3.8 following completion of the construction of the Genesis Road, it shall be dedicated as highway and opened to the public at no cost and without restriction.
- 3.4 The Developer shall be responsible for maintaining the Genesis Road at its own expense until:
- (a) it is adopted by LBHF; or
 - (b) 11 September 2228,
- whichever is the earlier.
- 3.5 Subject to paragraph 3.9 the Developer shall within five Working Days of the date of this Deed to the extent that it has not already done so make all necessary applications and provide all necessary information to Network Rail to secure such Dedication Approvals as are necessary to allow it to comply with paragraphs 3.3 and 3.13.
- 3.6 As soon as reasonably practicable and in any event within three months of the date of this Deed Network Rail shall begin the process of obtaining such Dedication Approvals as are necessary to allow it to comply with paragraphs 3.3 and 3.13 using Plan 5 to show the extent of the highway rights which are being sought and thereafter shall use its reasonable endeavours to obtain the said Dedication Approvals within nine months from the date of this Deed (or such extended period of time as the parties may agree within the context recognising that the process of obtaining necessary approvals will be dependent upon receipt of information and confirmation from third parties who are outside the direct control of Network Rail) Provided That nothing in this paragraph shall fetter or restrict any relevant Railway Operational Procedures and any obligations on Network Rail under the Network Licence or under statute.
- 3.7 Subject to paragraph 3.9, Network Rail shall have no obligation under this Deed to dedicate highway over either the Genesis Road and/or the Extension Road unless and until there are valid Dedication Approvals in place which allow it to do so.
- 3.8 Subject to paragraph 3.9, nothing in this Deed shall require Network Rail to enter into any Highway Agreement or other deed or agreement containing an obligation to dedicate the Genesis Road or the Extension Road as highway unless that obligation is conditional upon there being valid Dedication Approvals in place which allow it to do so.
- 3.9 Nothing in paragraphs 3.5 to 3.8 (inclusive) shall:
- (a) prevent OPDC from exercising its rights and powers pursuant to paragraph 3.18(a) to 3.18(e) (inclusive); or
 - (b) release the Network Rail and the Developer from the requirement to allow access over the Genesis Road and the Extension Road in accordance with paragraph 3.18(e).

- 3.10 Prior to first Occupation of the Development, if the Extension Road has not yet been constructed, the Developer shall be required to pay to OPDC such reasonable sum as OPDC may require to be held in escrow to cover the cost of OPDC constructing the Extension Road itself.
- 3.11 In the event that this has not already been carried out as part of the construction of the Genesis Road, upon service of a notice by OPDC, the Developer shall be required to carry out works to construct the Extension Road within a reasonable time period specified by OPDC and shall enter into any necessary Highway Agreement with LBHF.
- 3.12 The Extension Road shall be constructed to LBHF adoptable standards in accordance with approved drawings and LBHF streetscape guidance.
- 3.13 In the event that the Developer fails to construct the Extension Road within the timescale specified by OPDC, OPDC shall have the right to enter the Site with contractors plant machinery and equipment to construct the Extension Road and, following completion of works, subject to paragraphs 3.7 and 3.8 the Developer will dedicate the Extension Road as public highway.
- 3.14 Subject to paragraph 3.15 the Developer shall ensure that no developer of land to the north of the Site is prevented or prohibited from using either the Genesis Road or the Extension Road once they have been constructed.
- 3.15 The obligations contained in paragraphs 3.14, 3.16 and 3.18(e) shall apply only during the period starting with the Implementation of the Planning Permission and expiring on 11 September 2228.
- 3.16 Subject to paragraphs 3.15 and 3.17 the Developer shall not use or permit the Safeguarded Land to be used for any purpose other than as public highway.
- 3.17 Notwithstanding paragraph 3.16 the Developer shall be permitted to use the Safeguarded Land as a temporary work area for construction vehicles plant machinery and equipment and following completion of the Development will be permitted to lay out and use that part of the Safeguarded Land upon which the Extension Road is to be constructed as open space and public amenity land until such time as the relevant area of Safeguarded Land is required for the construction of the Extension Road.
- 3.18
- (a) At any time from 1 (one) year after Implementation of the Development, OPDC shall be entitled to serve written notice (an "**Initial Notice**") upon the Developer requiring it to construct the Genesis Road and the Extension Road to a standard reasonably sufficient to enable the passing of OPDC and any developer of land within the vicinity of the Site (and their respective agents, contractors and representatives) and any member of the public, with or without vehicles that might reasonably be anticipated to require access to a development site in the event that the construction of the Genesis Road and the Extension Road is necessary to enable access to land in the vicinity of the Site that is to be developed by OPDC or a third party.
 - (b) The Initial Notice shall specify a reasonable date by which the Genesis Road and Extension Road must be first made available in accordance with paragraph 3.18(a) (such date to be no earlier than 12 months after the date of the Initial Notice) to enable access to the relevant land in the vicinity of the Site and require the Developer to use reasonable endeavours to enter into a Highway Agreement with LBHF as soon as reasonably practicable to provide for the adoption of the Genesis Road and the Extension Road.

- (c) In the event that the Genesis Road and the Extension Road have not been made available by the date specified in the Initial Notice (or by such other date as may be agreed between OPDC and the Developer), OPDC (or such persons as shall be authorised by OPDC) shall have the right to enter the Site with contractors, plant, machinery and equipment for the purposes of constructing the Genesis Road and the Extension Road so as to enable access to the relevant land in the vicinity of the Site (such construction to be carried out at the cost of OPDC), subject to OPDC providing at least 20 Working Days' prior written notice of its intention to enter the Site and complying always with the Developer's reasonable site rules and all applicable health and safety legislation.
- (d) In the event of OPDC stepping in to construct the Genesis Road and/or Extension Road in accordance with paragraph (c) above, OPDC shall ensure that all material physical damage caused by OPDC to the Site in carrying out such works is made good to the Developer's reasonable satisfaction.
- (e) Subject to paragraph 3.15 from the date that the Genesis Road and Extension Road are made available in accordance with paragraphs 3.18(a) to 3.18(c) (inclusive), the Developer shall permit:
 - (i) OPDC and any developer of land within the vicinity of the Site (and their respective agents, contractors and representatives) to freely pass and re-pass over the Genesis Road and the Extension Road without obstruction, restriction or charge for the purposes of carrying out development on land within the vicinity of the Site; and
 - (ii) any member of the public to freely pass and re-pass over the Genesis Road and the Extension Road without restriction, obstruction or charge for the purposes of accessing any development on land within the vicinity of the Site,

as if the Genesis Road and the Extension Road were dedicated as public highway.
- (f) Following completion of the works pursuant to paragraphs 3.18(a) to 3.18(c) (inclusive), the Developer shall as soon as reasonably practicable thereafter carry out and complete all works reasonably required to bring the road up to LBHF adoptable standards (in accordance with approved drawings and LBHF streetscape guidance) and, subject to LBHF's agreement and also subject to paragraphs 3.7 and 3.8 of this Schedule, dedicate the Genesis Road and the Extension Road as highways maintainable at the public expense and ensure that as soon as practicable thereafter the Genesis Road and the Extension Road shall be opened to the public at no cost and without restriction.
- (g) At any time following completion of the works pursuant to paragraphs 3.18(a) to 3.18(c) (inclusive), OPDC shall be entitled to serve written notice (an "**Adoptable Standards Notice**") upon the Developer requiring it to complete the Genesis Road and the Extension Road to adoptable standards.
- (h) The Adoptable Standards Notice shall specify a reasonable date by which the Genesis Road and Extension Road must be completed to adoptable standards (such date to be no earlier than the later of 12 months after the date of the Adoptable Standards Notice or 31 December 2020) and subject to paragraphs 3.7 and 3.8 require the Developer to use reasonable endeavours to enter into a Highway Agreement with LBHF as soon as reasonably practicable to provide for the adoption of the Genesis Road and the Extension Road.
- (i) In the event that the Genesis Road and the Extension Road have not been completed to adoptable standards by the date specified in the Adoptable Standards

Notice (or by such other date as may be agreed between OPDC and the Developer), OPDC (or such persons as shall be authorised by OPDC) shall have the right to enter the Site with contractors, plant, machinery and equipment for the purposes of constructing the Genesis Road and the Extension Road to adoptable standards (such construction to be carried out at the cost of OPDC), subject to OPDC providing at least 20 Working Days' prior written notice of its intention to enter the Site and complying always with the Developer's reasonable site rules and all applicable health and safety legislation.

(j) In the event of OPDC stepping in to construct the Genesis Road and/or Extension Road in accordance with paragraph 3.18(i) above, OPDC shall ensure that all material physical damage caused by OPDC to the Site in carrying out such works is made good to the Developer's reasonable satisfaction.

(k) From the date upon which both of the following conditions are met:

(i) the Genesis Road is constructed to adoptable standards; and

(ii) there are valid Dedication Approvals in place which provide for the dedication of Genesis Road as highway,

the Genesis Road shall be deemed to be dedicated by the Developer as public highway and made available to the public at no cost and without restriction.

(l) From the date upon which both of the following conditions are met:

(i) the Extension Road is constructed to adoptable standards; and

(ii) there are valid Dedication Approvals in place which provide for the dedication of the Extension Road as highway,

the Extension Road shall be deemed to be dedicated by the Developer as public highway and made available to the public at no cost and without restriction.

3.19 Save to the extent that there are valid Dedication Approvals in place which provide for the dedication of the Genesis Road or as the case may be the Extension Road as public highway neither the Developer nor OPDC will make any request (or cause or permit any other person to make any request) to the local highway authority that the Genesis Road or as the case may be the Extension Road should be adopted as a highway maintainable at the public expense pursuant to the private street works code contained in the Highways Act 1980 (including but not limited to Section 228 of that Act) without the consent in writing of Network Rail Provided That nothing in this paragraph shall fetter or restrict any relevant Railway Operational Procedures and any obligations on Network Rail under the Network Licence or under statute.

SCHEDULE 6

Public Open Space

1. PROVISION OF PUBLIC OPEN SPACE

1.1 The Developer shall:

- (a) submit the details of the proposed layout specification and maintenance arrangements for the Public Open Space prior to Commencement of Development;
- (b) not first Occupy any Residential Unit until the details submitted pursuant to 1.1(a) have been approved in writing by OPDC;
- (c) Practically Complete the Public Open Space and bring it into beneficial use and provide access to members of the public prior to the first Occupation of no more than 345 Residential Units; and
- (d) not first Occupy more than 345 Residential Units until the Public Open Space has been Practically Completed and brought into beneficial use and made accessible to members of the public.

1.2 Subject to paragraph 1.3, the Developer shall ensure that each area of Public Open Space shall remain available free of charge for public access at all times for the life of the Development from the date that it is Practically Completed.

1.3 The Public Open Space (or any part thereof) may be temporarily closed to the public with the prior written approval of OPDC if and to the extent that:

- (a) occasional temporary closure (not exceeding one day's length at any time in any calendar year) is necessary to assert rights of proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law;
- (b) works of maintenance, repair, cleaning, renewal or resurfacing need to be carried out; or
- (c) OPDC and the Developer agree that temporary closure is appropriate for some other proper reason, and

the Public Open Space (or the relevant part thereof, as applicable) shall be re-opened as soon as reasonably practicable thereafter in accordance with a programme and timescales previously approved in writing by OPDC and such re-opening will be notified promptly to OPDC in writing.

2. PEDESTRIAN LINK

2.1 Subject to paragraph 2.6 the Developer shall not do or permit anything to be done to prevent the provision of the Pedestrian Link.

2.2 Subject to paragraph 2.6 the Pedestrian Link shall be made available for use by the public either on foot or by cycle at all times without restriction unless otherwise agreed in writing by OPDC at its absolute discretion

2.3 For the avoidance of doubt any and all costs associated with the design, construction, provisions and maintenance of the Pedestrian Link (including any remedial works to the Development made necessary as a result of the construction, provision and maintenance of the Pedestrian Link) shall not be the responsibility of the Developer Provided Always That:

- (a) nothing in this Deed shall be taken to constitute the dedication of any highway rights whatsoever over the Pedestrian Link under the Highways Act 1980 or otherwise;
 - (b) neither the Developer nor OPDC will make any request (or cause or permit any other person to make any request) to the local highway authority that the Pedestrian Link should be adopted as a highway maintainable at the public expense pursuant to the private street works code contained in the Highways Act 1980 (including but not limited to Section 228 of that Act) without the consent in writing of Network Rail.
- 2.4 Subject to paragraph 2.5 the Developer shall immediately upon the making of this Deed to the extent that it has not already done so make all necessary applications and provide all necessary information to Network Rail to secure such Dedication Approvals as will allow Network Rail to comply with paragraphs 2.1 to 2.3 (inclusive) after 11 September 2228.
- 2.5 Within three months of the date of this Deed Network Rail shall begin the process of obtaining such Dedication Approvals as are necessary to allow it comply with paragraphs 2.1 to 2.3 (inclusive) after 11 September 2228 using Plan 4 to show the extent of the rights which are being sought in respect of the Pedestrian Link and thereafter shall use its reasonable endeavours to obtain the said Dedication Approvals within nine months from the date of this Deed (or such extended period of time as the parties may agree within the context recognising that the process of obtaining necessary approvals will be dependent upon receipt of information and confirmation from third parties who are outside the direct control of Network Rail) Provided That nothing in this paragraph shall fetter or restrict any relevant Railway Operational Procedures and any obligations on Network Rail under the Network Licence or under statute.
- 2.6 Paragraphs 2.1 to 2.3 (inclusive) shall cease to apply on 11 September 2228 unless such Dedication Approvals as will allow Network Rail to comply with paragraphs 2.1 to 2.3 (inclusive) after 11 September 2228 are obtained.
- 2.7 As soon as practicable after it has obtained such Dedication Approvals as are necessary to allow it comply with paragraphs 2.1 to 2.3 (inclusive) after 11 September 2228 Network Rail shall notify OPDC that it has received the said Dedication Approvals
- 2.8 Subject to the provisions of this paragraph 2 OPDC shall use reasonable endeavours to consult with the Developer on any proposals for the Pedestrian Link.

SCHEDULE 7

Car Parking

1. CAR CLUB MEMBERSHIP

- 1.1 Prior to first Occupation of each Residential Unit, the Developer shall write to the relevant first Resident to notify him of the existence of the Car Club and to offer one year's free membership of the Car Club.
- 1.2 In the event that following receipt of written notice pursuant to paragraph 1.1 above a Resident notifies the Developer that he wishes to become a member of the Car Club, the Developer shall procure a free membership for that Resident (or pay the full cost of that Resident's membership) to the Car Club for a period of not less than one year.
- 1.3 As soon as reasonably practicable following a written request from OPDC (such request to be made no more than once each calendar year in respect of each Building), the Developer shall provide OPDC with evidence of the acceptance or non-acceptance of the Car Club membership by the Residents.
- 1.4 The Developer undertakes that any advert or marketing in relation to the sale or letting of any of the Residential Units shall include reference to the provision of membership of the Car Club pursuant to the terms of this Deed and the Developer shall provide evidence of the same to OPDC as soon as reasonably practicable following a written request (such request to be made no more than once in each calendar year).

2. CAR CLUB PARKING SPACES

- 2.1 The Developer shall:
 - (a) provide and make the Car Club Parking Spaces available for exclusive use by the Car Club prior to first Occupation of the Development;
 - (b) not Occupy the Development until the Car Club Parking Spaces have been provided and made available for public use; and
 - (c) retain and maintain the Car Club Parking Spaces for the exclusive use of parking for the Car Club for the life of the Development.

3. ACCESSIBLE CAR PARKING SPACES

- 3.1 The Developer shall:
 - (a) provide and make the Accessible Car Parking Spaces available free of charge for the exclusive use of Blue Badge Holders prior to bringing the Basement Car Park into beneficial use;
 - (b) not bring the Basement Car Park into beneficial use until the Accessible Car Parking Spaces have been provided and made available free of charge for the exclusive use of Blue Badge Holders; and
 - (c) retain and maintain the Accessible Car Parking Spaces for the exclusive use of Blue Badge Holders at no charge for the life of the Development.

4. FAMILY CAR PARKING SPACES

- 4.1 From the date that the Basement Car Park is brought into beneficial use, the Developer shall at all times ensure that no fewer than 25 car parking spaces within the Basement Car Park are designated as Family Car Parking Spaces.

- 4.2 Prior to first Occupation of a Family Unit and upon each subsequent Occupation of a Family Unit, the Developer shall notify the relevant Resident in writing of his entitlement to the exclusive use of a Family Car Parking Space at no charge.
- 4.3 In the event that following receipt of a written notice pursuant to paragraph 4.2, the relevant Resident notifies the Developer that he wishes to use the Family Car Parking Space, the Developer shall ensure that such Resident is afforded the exclusive use of a Family Car Parking Space at no charge.
- 4.4 If at any time there exists one or more Family Car Parking Spaces which have not been allocated to Residents of Family Units, the Developer may allow such Family Car Parking Spaces to be used by other Residents until such time as a Resident of a Family Unit has a requirement for a Family Car Parking Space whereupon the Developer shall ensure that the requisite number of Family Car Parking Spaces are allocated as soon as reasonably practicable to the relevant Residents of Family Units for their exclusive use at no charge.
- 4.5 In the event that pursuant to paragraph 4.4 the Developer allocates a Family Car Parking Space to a Resident of a Residential Unit other than a Family Unit, the Developer shall ensure that any allocation agreement with such Resident shall be capable of termination on not less than 10 Working Days' notice.
- 4.6 In the event that a Resident of a Family Unit who has been allocated a Family Car Parking Space ceases to Occupy the Family Unit or otherwise notifies the Developer that he no longer requires a Family Car Parking Space, the relevant space shall cease to be allocated to the relevant Family Unit and shall be re-allocated in accordance with the provisions of this paragraph 4.
5. **CONTROLLED PARKING ZONES**
- 5.1 The Developer shall not Commence the Development or any part thereof until it has given unilateral undertakings pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to LBHF (the "**Undertaking**") and OPDC has approved such Undertaking in writing.
- 5.2 The Undertaking shall be in substantially the same form as the draft undertaking appearing at Schedule 15 of this Deed, subject to such reasonable amendments as may be required by LBHF.
- 5.3 The Developer and OPDC shall use reasonable endeavours to agree the form of the Undertaking with LBHF within one month of the date of this Deed and in any event as soon as reasonably practicable after the date of this Deed.
- 5.4 The Developer covenants that all material utilised for advertising or marketing each and every individual Residential Unit with the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by LBHF for any Residential Unit.
- 5.5 Upon receiving written request from OPDC, the Developer shall provide OPDC with such evidence as OPDC may reasonably require to demonstrate that the Developer is complying with the requirements of the Undertaking and this paragraph 5.

SCHEDULE 8

Framework Travel Plan

1. SUBMISSION OF FRAMEWORK TRAVEL PLAN

1.1 The Developer shall:

- (a) submit a Framework Travel Plan to OPDC for approval prior to first Occupation of the Development;
- (b) not first Occupy the Development until the Framework Travel Plan has been approved by OPDC in writing; and
- (c) thereafter implement, comply with and procure compliance with the 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 Developer and OPDC.

2. CONTENTS OF FRAMEWORK TRAVEL PLAN

2.1 The Developer covenants with and undertakes to OPDC that the Framework Travel Plan shall include (but not be limited to) the following information and measures:

- (a) a specimen welcome pack for all Occupiers of the Residential Units and for commercial tenants and employees customers and visitors;
- (b) explore initiatives to promote cycling and walking;
- (c) include proposals for providing and promoting public transport information (for example, maps, routes and timetables); and
- (d) 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; and
- (e) proposals for monitoring compliance with the Framework Travel Plan and achievement of the objectives and targets.

3. REVIEW OF FRAMEWORK TRAVEL PLAN

3.1 The Developer shall review the operation of the Framework Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Development and shall submit a written report to OPDC within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Framework Travel Plan are being achieved and any proposals for improving the operation of the Framework Travel Plan.

3.2 Following submission of a review of the Framework Travel Plan, the Developer 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 Developer shall thereafter implement any such agreed changes.

4. TRAVEL PLAN MONITORING CONTRIBUTIONS

4.1 The Developer shall:

- (a) pay £1,000 (Index Linked) to OPDC prior to first Occupation of the Development;

- (b) not Occupy the Development until the contribution referred to in sub-paragraph (a) has been paid to OPDC;
- (c) pay £1,000 (Index Linked) to OPDC prior to the third anniversary of first Occupation of the Development; and
- (d) pay £1,000 (Index Linked) to OPDC prior to the fifth anniversary of first Occupation of the Development,

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

SCHEDULE 9

Education

1. EDUCATION CONTRIBUTION

1.1 The Developer shall:

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

2. NURSERY

2.1 The Developer shall

- (a) submit a draft Nursery Marketing Strategy to OPDC for approval prior to the first Occupation of any Residential Unit;
- (b) not permit Occupation of any Residential Unit until the draft Nursery Marketing Strategy referred to in paragraph 2.1(a) has been approved by OPDC; and
- (c) market the Nursery in accordance with the terms of the Nursery Marketing Strategy during the Nursery Marketing Period and provide OPDC with a quarterly written progress report on the outcome of the marketing activities Subject To the Developer being released from the obligation to continue marketing of the Nursery if at any time during the Nursery Marketing Period it is able to secure an agree terms with a nursery operator.

2.2 If and when terms are agreed with a nursery operator the Developer shall ensure that the Nursery is provided and fitted out to an agreed specification in line with the Nursery Marketing Strategy within 24 months of Practical Completion of the Development and the Nursery shall be retained for the lifetime of the Development.

2.3 In the event that the Developer is unable to either find or agree terms with a suitable operator for the Nursery and is able to demonstrate to OPDC that it has used all reasonable endeavours to find and agree terms with a suitable nursery and/or educational and/or community facility operator (in accordance with the approved Nursery Marketing Strategy) the Developer shall be entitled to use the Nursery for other uses subject to:

- (a) obtaining any necessary planning consents; and
- (b) the prior payment of the Nursery Contribution to OPDC.

SCHEDULE 10

Healthcare

1. HEALTHCARE FACILITY

1.1 The Developer shall

- (a) submit a draft Healthcare Marketing Strategy to OPDC for approval prior to the first Occupation of any Residential Unit;
- (b) not permit Occupation of any Residential Unit until the draft Healthcare Marketing Strategy referred to in paragraph 1.1(a) has been approved by OPDC; and
- (c) market the Healthcare Facility in accordance with the terms of the Healthcare Marketing Strategy during the Healthcare Marketing Period and provide OPDC with a quarterly written progress report on the outcome of the marketing activities subject to the Developer being released from the obligation to continue marketing of the Healthcare Facility if at any time during the Healthcare Marketing Period it is able to secure an agree terms with a suitable healthcare operator.

1.2 If and when terms are agreed with a healthcare operator the Developer shall ensure that the Healthcare Facility is provided and fitted out to an agreed specification in line with the Healthcare Marketing Strategy within 24 months of Practical Completion of the Development and the Healthcare Facility shall be retained for the lifetime of the Development.

1.3 In the event that the Developer is unable to either find or agree terms with a suitable operator for the Healthcare Facility and is able to demonstrate to OPDC that it has used all reasonable endeavours to find an agree terms with a suitable healthcare and/or educational and/or community facility operator (in accordance with the approved Healthcare Marketing Strategy), the Developer shall be entitled to use the Healthcare Facility for other uses subject to:

- (a) obtaining any necessary planning consents; and
- (b) the prior payment of the Healthcare Contribution to OPDC.

SCHEDULE 11

Community Centre

1. CONSTRUCTION OF COMMUNITY CENTRE

1.1 The Developer shall:

- (a) Practically Complete the Community Centre and make it available for beneficial use prior to Occupation of more than 70% of the Residential Units; and
- (b) not Occupy more than 70% of the Residential Units until the Community Centre has been Practically Completed and made available for beneficial use.

2. COMMUNITY CENTRE USE STRATEGY

2.1 The Developer shall:

- (a) submit a Community Centre Use Strategy to OPDC for approval prior to Occupation of more than 50% of the Residential Units;
- (b) not Occupy more than 50% of the Residential Units until the Community Centre Use Strategy has been approved in writing by OPDC; and
- (c) thereafter implement and comply with the approved Community Centre Use Strategy in full for the life of the Development (subject to such amendments as may be agreed in writing between the Developer and OPDC from time to time).

SCHEDULE 12

Training and Skills

1. JOBS, EMPLOYMENT AND BUSINESS STRATEGY

1.1 The Developer shall:

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

2. LOCAL LABOUR

- 2.1 Advertise in the local press within OPDC's administrative area and through the employment agencies of LBB, LBF and LBHF a minimum of 15% of non-technical job placements for the construction phase of the Development exclusively to Local Residents and to use reasonable endeavours to ensure that a target of 15% employment of Local Residents is achieved.
- 2.2 During the construction phase of the Development to provide the employment agencies of LBB, LBF and LBHF with monitoring returns in respect of the employment of Local Residents on a monthly basis.
- 2.3 Upon the receipt of a written request from OPDC, provide to OPDC such information as OPDC reasonably requires regarding compliance with the provisions of this paragraph 2 within one calendar month of any such request.

3. LOCAL PROCUREMENT

- 3.1 The Developer shall use reasonable endeavours to procure that sub-contracts for construction contracts and suppliers during the Construction Period are procured from Local Businesses where (at the Developer's sole discretion) it is reasonably practicable and commercially acceptable to do so.
- 3.2 The Developer shall upon written request provide OPDC with written evidence of its compliance with the provisions of this paragraph 3.

4. APPRENTICESHIPS

- 4.1 The Developer shall use reasonable endeavours to employ not less than 15 construction trade apprentices during the Construction Period with a view to each apprenticeship leading to a minimum qualification of NVQ Level 2.
- 4.2 Each apprentice employed pursuant to paragraph 4.1 shall be:
 - (a) a Local Resident;
 - (b) employed for a period of not less than 52 weeks and paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub-contract the Developer shall 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.

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

SCHEDULE 13

Affordable Workspace

1. AFFORDABLE WORKSPACE STRATEGY

1.1 The Developer shall:

- (a) prior to first Occupation of any part of the Development submit to OPDC for approval the Affordable Workspace Strategy for the Development;
- (b) not first Occupy any part of the Development until the Affordable Workspace Strategy has been submitted to OPDC and approved in writing; and
- (c) thereafter implement and comply at all times with the approved Affordable Workspace Strategy (subject to such amendments as may be approved by OPDC in writing from time to time).

2. CONSTRUCTION OF AFFORDABLE WORKSPACE

2.1 The Developer shall:

- (a) prior to Occupation of a Building in which Affordable Workspace is to be provided (as set out in the approved Affordable Workspace Strategy), construct at its own expense and Practically Complete to shell and core with service heads the Affordable Workspace in that Building in accordance with the approved Affordable Workspace Strategy in a good and workmanlike manner using good quality materials to the reasonable satisfaction of OPDC; and
- (b) not Occupy a Building in which Affordable Workspace is to be provided until the Affordable Workspace in that Building has been constructed and Practically Completed to shell and core with service heads.

SCHEDULE 14

Decentralised Energy

1. ENERGY AND UTILITIES STRATEGY

1.1 The Developer shall:

- (a) submit an updated Energy and Utilities Strategy to OPDC for approval prior to Commencement of the Development;
- (b) not to Commence the Development until the Energy and Utilities Strategy has been approved in writing by OPDC; and
- (c) thereafter implement and comply with the approved Energy and Utilities Strategy (subject to such amendments as may be approved in writing by OPDC).

2. DECENTRALISED ENERGY

2.1 The Developer covenants with OPDC that the Development:

- (a) will be designed and constructed to connect to or not prejudice the future connection to a District Heating Network; and
- (b) will be provided with a single connection point at which the Development may be connected to a District Heating Network in a location to be approved as part of the Energy and Utilities Strategy.

2.2 The Developer will provide a Site-Wide Heat Network designed in accordance with the London Heat Network Manual and shall ensure that all of the uses and tenures in all of the Buildings comprised in the Development are designed and constructed so that they are capable of being connected to the Site-Wide Heat Network and/or a District Heating Network and such provision shall include:

- (a) the installation of sufficiently sized external buried pipework installed from the Energy Centre to the boundary of the Site and in positions agreed with OPDC in advance of and prior to the undertaking of any works to provide the Site-Wide Heat Network to enable connection to a District Heating Network;
- (b) the installation of pipework in the fabric of buildings in accordance with the approved Energy and Utilities Strategy;
- (c) the provision of 'tees' and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to the District Heating Network is not immediately technically feasible or economically viable when first provided prior to first Occupation of the Development;
- (d) provision of a system designed, constructed and operated on the principles of variable flow, variable temperature and controlled to achieve low return temperatures to allow optimum operation of CHP and utilisation of the Site-Wide Heat Network's capacity in the event that connection to the District Heating Network is not technically feasible or economically viable prior to first Occupation of the Development; and
- (e) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

2.3 In the event that the approved Energy and Utilities Strategy demonstrates that it is technically feasible and economically viable to connect the Development to a District

Heating Network prior to first Occupation of the Development the Developer shall deliver the Site-Wide Heat Network to each Building in the Development and the Developer shall not first Occupy a Building at any time prior to:

- (a) connection of that Building to the District Heating Network; or
- (b) the installation, connection and operation of the Heating Plant and the relevant part of the Site-Wide Heat Network for that Building and the connection of the same to the District Heating Network; or
- (c) (in the event that neither the District Heating Network nor the Heating Plant are capable of being operated at that point) the installation, connection and operation of such temporary or interim heating solution for that Building as has previously been agreed in writing by OPDC.

2.4 In the event that the approved Energy and Utilities Strategy demonstrates that it is not technically feasible and/or not economically viable to connect the Development to the District Heating Network prior to first Occupation of the Development the Developer shall deliver the relevant part of the Site-Wide Heat Network prior to Occupation of each Building and shall not:

- (a) first Occupy a Building comprised in the Development unless and until either:
 - (i) the Heating Plant is installed and operational so that it can serve the Building; or
 - (ii) any temporary or interim solution agreed under paragraph above is installed and operational so that it can serve the Building; and
- (b) Practically Complete more than 50 per cent of the Residential Units unless and until the Energy Centre has been installed and connected to the Site-Wide Heat Network and is operational.

2.5 In the event that the approved Energy and Utilities Strategy demonstrates that it is technically feasible and economically viable to connect the Development to the District Heating Network prior to first Occupation of the Development the Developer will as soon as reasonably practicable thereafter use reasonable endeavours to enter into an agreement with the operator of the District Heating Network to secure the supply of heat energy from the District Heating Network to serve the heat and hot water demands of the Development.

2.6 In the event the approved Energy and Utilities Strategy demonstrates that it is not technically feasible and/or not economically viable to connect the Development to the District Heating Network prior to first Occupation of the Development then the Developer agrees that:

- (a) it shall at its own cost and on the written request of OPDC (which request shall be made in accordance with paragraph 2.7) assess and provide full written details to OPDC of the technical feasibility and economic viability for connecting the Site-Wide Heat Network to the District Heating Network and the costs incurred by the Developer in installing the Energy Centre and any other equipment providing low carbon energy to the Development shall be taken into consideration when assessing whether it is either technically feasible or economically viable to effect a connection to the District Heating Network under this paragraph (a); and
- (b) where the information provided in accordance with (a) above confirms that it is both technically feasible and economically viable to connect the Site-Wide Heat Network to the District Heating Network it will on written request of OPDC do all such things as are reasonably necessary and practicable in accordance with such

request to connect the Site-Wide Heat Network to the District Heating Network so that the heat demands of the Development are served by the District Heating Network subject to at least one year's prior written notice of the need to make the connection being given to the Developer by OPDC.

2.7 The OPDC shall be permitted to make a request pursuant to paragraph 2.6(a) as follows:

- (a) once in each calendar year during the period commencing upon first Occupation of the Development and expiring five years thereafter;
- (b) once in the period commencing upon the expiration of the period described in 2.7(a) above and expiring five years thereafter (being, for the avoidance of doubt, ten years after first Occupation of the Development); and
- (c) once in the period commencing on the expiration of the period described in 2.7(b) above and expiring five years thereafter (being, for the avoidance of doubt, fifteen years after first Occupation of the Development) or if earlier within 20 Working Days after receipt of a notice from the Developer in accordance with clause 12.1(n) that the Energy Centre or CHP is reaching the end of its working life.

SCHEDULE 15

Draft Unilateral Undertaking



Unilateral Undertaking

From: Genesis Housing Association Limited
Network Rail Infrastructure Limited

To: The Mayor and Burgesses of the London
Borough of Hammersmith and Fulham

pursuant to section 16 of the Greater London
Council (General Powers) Act 1974 and all other
powers enabling relating to land known as
Oaklands House, Old Oak Common Lane,
London, NW10 6DU

2017

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	2
2. LEGAL EFFECT	4
3. THE DEVELOPER'S COVENANTS	4
4. OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING	4
5. FURTHER TERMS	5
6. NOTICE PROVISIONS	5
7. REVOCATION	5
8. LIABILITY UNDER THIS UNDERTAKING	5
9. DISPUTE RESOLUTION	7
10. GOVERNING LAW	8
11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	8
SCHEDULE 1	9
Site Plan	9
SCHEDULE 2	10
Developer's Covenants - Permit Free	10

THIS UNDERTAKING is given on

2017

FROM:

- (1) **GENESIS HOUSING ASSOCIATION LIMITED** (registered under the Co-operative and Community Benefit Society Act 2014 with registered number 31241R) whose registered office is at Atelier House, 64 Pratt Street, London, NW1 0DL (the "**Developer**"); and
 - (2) **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company No. 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN ("**Network Rail**")
- (together the "**Owner**")

TO:

- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of Town Hall, King Street, London, W6 9JU (the "**Council**")

RECITALS

- (A) The Council is the local authority for the area in the vicinity of the Site for the purposes of section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation ("**OPDC**") is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act.
- (C) Network Rail is the owner of the freehold interest in the Site, such interest not as at the date of this Undertaking being registered at the Land Registry.
- (D) The Developer is the owner of the leasehold interests in the majority of the Site and is registered at the Land Registry with leasehold title absolute under title numbers BGL122067, BGL51011, BGL128830 and NGL360462.
- (E) The remainder of the leasehold interests in the Site are owned by Transport for London who is registered at the Land Registry with leasehold title absolute under title numbers BGL16884 and BGL99508.
- (F) The Developer (in conjunction with Queen's Park Rangers Holdings Limited) submitted the Planning Application to the OPDC.
- (G) At meetings of its Planning Committee on 13 July 2016 and 1 February 2017, the OPDC resolved to grant the Planning Permission subject to the Developer entering into the S106 Agreement and securing obligations to restrict Occupiers of the Site from holding Parking Permits, without which the Planning Permission would not be granted.
- (H) The S106 Agreement has been entered into and the Planning Permission has been granted.
- (I) This Undertaking is being given to satisfy the requirements of paragraph 5 of Schedule 7 of the S106 Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

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

"1974 Act" means the Greater London Council (General Powers) Act 1974;

"1990 Act" means the Town and Country Planning Act 1990;

"Blue Badge" means a disabled parking badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;

"Commencement" means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: ground investigations for assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works requires to be undertaken to discharge pre-commencement conditions on the Planning Permission) and **"Commenced"** shall be construed accordingly;

"Commencement Date" means the date upon which the Development is Commenced;

"CPZ" means any controlled parking zone enforced by the Council as at the date of the S106 Agreement;

"Development" means demolition of existing structures and redevelopment of the Site to include:

- (a) construction of three mixed-use blocks, ranging in height from 6-26 storeys;
- (b) 605 residential units (Use Class C3);
- (c) 3,500 square metres of part double height commercial floorspace, providing a flexible range of uses (Use Classes A1, A2, A3, A4, B1, D1 and D2);
- (d) 120 underground car parking spaces;
- (e) 1,080 cycle spaces;
- (f) amenity space, landscaping and associated public realm; and
- (g) a new site access road linking the existing access road and Old Oak Common Lane;

"Occupation" means the occupation of any part of the Development for its designated planning use but does not include occupation by the Developer or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and **"Occupier"** shall be construed accordingly;

"Parking Permit" means a permit issued or to be issued in the future by the Council to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ;

"Planning Application" means the application for full planning permission submitted to the OPDC for the Development and allocated reference number 15/0091/FULOPDC;

"Planning Permission" means the planning permission for the Development granted by the OPDC on *[insert date]* and bearing reference number 15/0091/FULOPDC and shall include any amended, varied or replacement permission granted pursuant to section 96A or section 73 of the 1990 Act from time to time;

"Residential Unit" means a unit of residential accommodation comprised within the Development and falling within Use Class C3;

"S106 Agreement" means the agreement dated *[insert date]* and made pursuant to section 106 of the 1990 Act in respect of the Planning Permission between (1) the OPDC, (2) the Developer and (3) Network Rail;

"Site" means the land known as Oaklands House, Old Oak Common Lane, London NW10 6DU as shown edged red on the plan annexed to this Undertaking at schedule 1, the freehold interest in which is owned by Network Rail and not registered at HM Land Registry and the majority of the leasehold interests in which are owned by the Developer and registered at HM Land Registry under title numbers BGL122067, BGL51011, BGL128830 and NGL360462;

"Use Classes" shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987; and

"Working Day" means any day of the week other than Saturday, Sunday or any bank holiday.

- 1.2 Where in this Undertaking reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Undertaking or to a plan annex or appendix attached to this Undertaking.
- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Undertaking to the Developer and/or Network Rail shall include reference to their respective successors in title and assigns and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the Council shall include reference to any successor body exercising any of the powers currently vested in the Council in relation to this Undertaking.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-

enactment made prior to the date of this Undertaking) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

- 1.10 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.11 The clause and paragraph headings in the body of this Undertaking and in the schedules hereto do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.
- 1.12 References to the Site include any part of it.

2. LEGAL EFFECT

- 2.1 This Undertaking is made pursuant to section 16 of the 1974 Act and will come into effect on the date hereof, save for clause 3 which shall come into force upon the Commencement Date.
- 2.2 The covenants undertakings restrictions and requirements imposed upon the Owner under this Undertaking create obligations pursuant to section 16 of the 1974 Act which are enforceable by the Council as local authority against the Developer and the Developer's successors in title and assigns and (subject to clause 8) Network Rail and Network Rail's successors in title and assigns and which bind each and every part of the Site (save for Transport for London's leasehold interest in the Site as referred to in Recital (E)).
- 2.3 Insofar as any provisions in this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 2.4 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, terms or conditions or from acting upon any subsequent breach or default.
- 2.5 The covenants, undertakings, restrictions and obligations herein shall be enforceable without any limit of time against the Owner and its respective successors in title and assigns or any person claiming title through or under the Owner to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3. THE DEVELOPER'S COVENANTS

The Developer hereby covenants with the Council to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in schedule 2.

4. OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING

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

5. **FURTHER TERMS**

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

6. **NOTICE PROVISIONS**

- 6.1 The Developer shall give the Council written notice of Commencement no later than 10 Working Days after the Commencement Date.
- 6.2 The Developer shall give the Council written notice of any change in ownership of any freehold or leasehold interest in the Site no later than ten Working Days after such change in ownership and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).
- 6.3 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Undertaking shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:
- (a) if delivered by hand, the next Working Day after the day of delivery; and
 - (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 6.4 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than five Working Days' notice:
- (a) in the case of the Council, to the Head of Development Management, Hammersmith and Fulham Council, Town Hall, King Street, London, W6 9JU, bearing the reference "Oaklands House - OPDC - 15/0091/FULOPDC";
 - (b) in the case of the Developer, to Genesis Housing Association Limited, Atelier House, 64 Pratt Street, London, NW1 0DL; and
 - (c) in the case of Network Rail, to the Company Secretary, Network Rail Infrastructure Limited at its registered address from time to time.

7. **REVOCATION**

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

8. **LIABILITY UNDER THIS UNDERTAKING**

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

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest and/or
 - (b) which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.
- 8.2 Save to the extent that they are suffered or incurred by Network Rail as a result of Network Rail being in breach of clause 8.3 the Developer hereby covenants to indemnify and keep Network Rail indemnified in respect of all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses and all interest, penalties and reasonably and properly incurred and duly evidenced legal costs (calculated on a full indemnity basis) and all other reasonably and properly incurred and duly evidenced professional costs and expenses) suffered or incurred by Network Rail arising out of or in connection with this Undertaking PROVIDED THAT clause 8.1 shall not operate to release the Developer from its liability under this Clause 8.2.
- 8.3 Network Rail covenants with the Developer and the Council not to carry out, suffer or permit Commencement of the Development on its own behalf PROVIDED THAT the carrying out and/or Commencement of the Development by the Developer or their successors in title or assigns (or any of their servants workmen or agents) shall not constitute a breach of this clause.
- 8.4 This Undertaking shall not be enforceable against Network Rail except where one or more of the following circumstances applies:
- (a) Network Rail has Commenced the Planning Permission;
 - (b) Network Rail is carrying out the Development itself; or
 - (c) Network Rail is suffering or permitting the Development to be carried out on its behalf,
- PROVIDED THAT neither:
- (d) the carrying out and/or Commencement of the Development by the Developer or their successors in title or assigns (or any of their servants workmen or agents); or
 - (e) the approval of details of any works under an asset protection agreement,
- shall constitute suffering or permitting the Development by Network Rail under paragraph 8.4(c) and ALSO PROVIDED THAT this Undertaking shall not be enforceable against Network Rail solely on the basis of any works or operations carried out suffered or permitted by Network Rail:
- (f) to make the Site safe;
 - (g) in compliance with the requirements of a completion notice issued pursuant to section 94 of the 1990 Act; or
 - (h) in compliance with any other notice by a statutory authority requiring those works or operations to be carried out.
- 8.5 For the avoidance of doubt, in the event that Network Rail after the date of this Undertaking disposes of any part of the Site (whether by freehold transfer or grant of a leasehold interest) the transferee/lessee shall be bound by the obligations on the part of the Developer set out in this Undertaking.

9. DISPUTE RESOLUTION

- 9.1 Where the Owner and the Council (referred to hereafter in this clause as the "**parties**") are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Undertaking or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Undertaking which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 9.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Undertaking in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 8 on the reference of any of the parties to the Dispute.
- 9.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least 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 9.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert; and
 - (c) in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 If the Dispute shall relate to matters falling within two or more of clauses 9.3(a) to 9.3(c) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 9.3(a) to 9.3(c) (inclusive) to act as joint Experts.
- 9.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 9.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) he shall call for representations from all parties with ten Working Days of a reference to him under this Undertaking and shall require the parties to exchange representations within this period;

- (b) he shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 9.7(a) to make counter-representations;
- (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
- (d) he shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

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

10. GOVERNING LAW

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

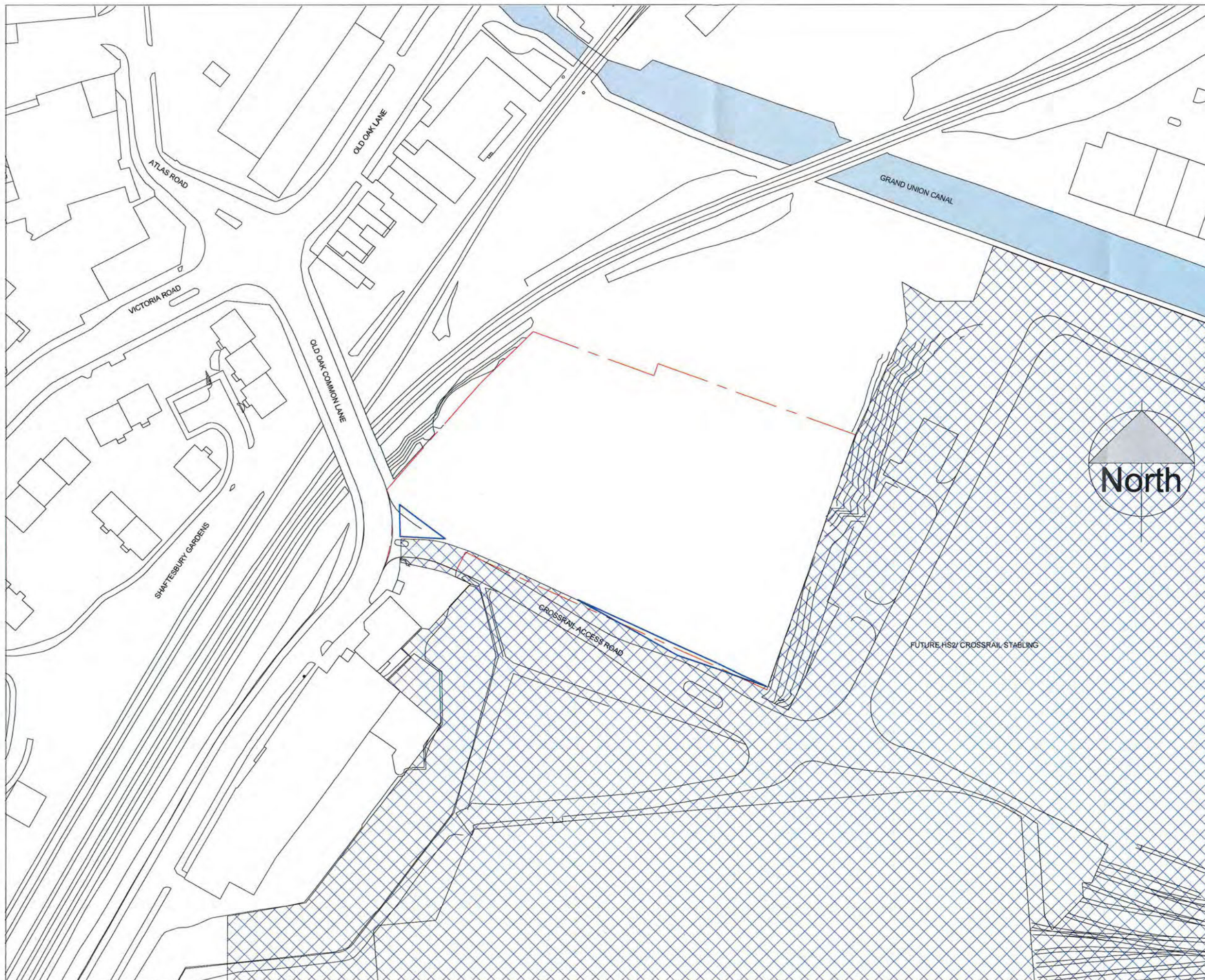
11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

SCHEDULE 1

Site Plan



CZWG

CZWG Architects LLP
17 Bowling Green Lane
London EC1R 0QB

Telephone: 020 7253 2523
Fax: 020 7250 0594
mail@czwgarchitects.co.uk
www.czwg.com

10 0 10 20 30 40 50
SCALE 1:1250 m

Key

— Planning Boundary

Title numbers:

— BGL99508: TFL land

▨ BGL16884

Title Plan BGL99508 and BGL16884 are based upon PDF information & is approximate only. It is not to be treated as a definitive drawing.

Rev: P06	Date: 23.06.17	Drw: HA	Chk: MBD
Title: BGL99508 boundary added			
Rev: P05	Date: 21.06.17	Drw: HA	Chk: MBD
TFL boundary added			
Rev: P04	Date: 17.02.17	Drw: PA	Chk: AW
Updated planning application issue			
Rev: P03	Date: 17.06.16	Drw: PA	Chk: MBD
Southern boundary amended to align with extent of development. Scale Bar and North Point added			
Rev: P02	Date: 22.03.15	Drw: PA	Chk: RC
Red Line amended following discussion with OPDC			
Rev: P01	Date: 18.12.15	Drw: PA	Chk: RC
Planning Submission			

Do not scale off this drawing
Report all errors and omissions to the Architect
Dimensions to be checked on site
Plot date: 23/06/2017 10:27:38

Client:
Genesis Housing Association
and Queens Park Rangers
Holdings Ltd

Project:
Oaklands

Title:
Plan 1 - Site Plan

Drawing status:
Planning

Scale @ A3
1 : 1250

Drawing No: 1997-00-DR-0010 P06
Rev:

SCHEDULE 2

Developer's Covenants - Permit Free

The Developer covenants with the Council:

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

*"the [transferee/lessee] for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the [transferor/lessor] and separately with the Mayor and Burgesses of the London Borough of Hammersmith and Fulham ("the **Council**") that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for any resident's parking permit (save for a disabled person's "blue badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was in force on or before [insert date of S106 Agreement] (being the date of an agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between (1) the Old Oak and Park Royal Development Corporation (the "**OPDC**"), (2) Genesis Housing Association Limited and (3) Network Rail Infrastructure Limited, in respect of a planning permission granted by the OPDC under reference 15/0091/FULOPDC) and if such a permit is issued then it shall be surrendered within seven days of written request to do so from the Council and this covenant shall also be enforceable by the Council under section 1 of the Contracts (Rights of Third Parties) Act 1999".*

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

Executed as a deed by **GENESIS**
HOUSING ASSOCIATION LIMITED
acting by a director and its
secretary/two directors:

S318

Director

Director

Executed as a deed by affixing the
common seal of **NETWORK RAIL**
INFRASTRUCTURE LIMITED in the
presence of:

Authorised Signatory

Authorised Signatory

ASSISTANT COMPANY SECRETARY

Authorised Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 19 October 2015

SEAL NO. 39486

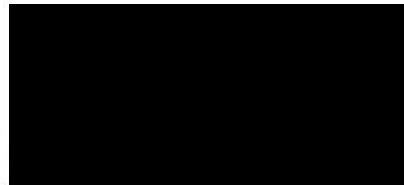
The common seal of)
OLD OAK AND PARK ROYAL)
DEVELOPMENT CORPORATION was)
affixed in the presence of:



Autl



Executed as a deed by
GENESIS HOUSING ASSOCIATION
LIMITED acting by a director and a
secretary/two directors:



Director

Director/Secretary

5318

Executed as a deed by affixing the)
common seal of **NETWORK RAIL**)
INFRASTRUCTURE LIMITED in the)
presence of:)

SEAL NO.
39486

Authorised Signatory

~~Authorised Signatory~~



ASSISTANT COMPANY SECRETARY

Authorised Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 19 October 2015