

DATED 22 June 2018

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) SCRUBS LANE LIMITED

(3) HAMPSHIRE TRUST BANK PLC

AGREEMENT
Section 106 Agreement

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 2 Scrubs Lane,
London, NW10 6RB



Pinsent Masons

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THIS AGREEMENT is made on 22 June 2018

BETWEEN:-

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA ("**OPDC**");
- (2) **SCRUBS LANE LIMITED** (No. 09796866) whose registered office is at 3rd Floor, Roxburghe House, 273-287 Regent Street, London, W1B 2HA (the "**Developer**"); and
- (3) **HAMPSHIRE TRUST BANK PLC** (No. 1311315) whose registered office is at 55 Bishopsgate, London, EC2N 3AS (the "**Mortgagee**").

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Developer is the owner of the freehold interest in the Site as is registered at the Land Registry with title number NGL598082.
- (C) The Developer has submitted the Planning Application to OPDC.
- (D) The Mortgagee has the benefit of a registered charge dated 1 February 2017 against title number NGL598082.
- (E) At a meeting of its Planning Committee on 11 October 2017 OPDC resolved to grant the Planning Permission subject to the Developer entering into this Deed without which the Planning Permission would not be granted.
- (F) Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

"**1980 Act**" means the Highways Act 1980

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

"**2011 Act**" means the Localism Act 2011

"**Additional Affordable Housing**" means Affordable Housing in addition to the On-Site Affordable Housing Base Provision to be split:

(a) 30% (London Living Rent Housing);

(b) 30% (London Affordable Rent Housing); and

(c) 40% (Shared Ownership Housing)

pursuant to the terms of Schedule 4 subject to the Cap

"**Additional Affordable Housing**" means a scheme prepared in accordance with the provisions of Schedule 4 if a Revised Viability Assessment concludes that a Surplus

"Scheme"	has arisen which details how the Surplus is to be used to provide Additional Affordable Housing and which: <ul style="list-style-type: none"> (a) confirms which Private Residential Units are to be converted into Additional Affordable Housing Units; (b) shows the location, size and internal layout of each Additional Affordable Housing Unit with reference to plans and drawings approved as part of the Planning Application; (c) ensures that at least 10% of the Additional Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes; (d) provides a timetable for the construction and delivery of the Additional Affordable Housing Units; (e) identifies any Affordable Housing Contribution
"Additional Affordable Housing Unit"	means a unit provided as Additional Affordable Housing pursuant to the Additional Affordable Housing Scheme and "Additional Affordable Housing" shall be construed the same
"Affordable Housing"	means housing including London Living Rent Housing, London Affordable Rent 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 there 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 area or Relevant Infrastructure payable in accordance with the provisions of Schedule 4 which together with any Additional Affordable Housing shall not exceed the Cap
"Affordable Housing Units"	means 28 (twenty eight) Residential Units forming part of the Development comprising the Shared Ownership Housing Units and the London Living Rent Housing Units (and for the avoidance of doubt excluding the Private Residential Units)
"Allowable Developer Profit"	means: <ul style="list-style-type: none"> (a) 6% profit based on GDV on the Affordable Housing Units; (b) 15% profit based on GDV on the Commercial Units; (c) 20% profit based on GDV on the Private Residential Units
"Approved Drawings"	means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
"Architect"	means Stiff and Trevillion Architects
"Baseline Appraisal"	means the 'Development Appraisal' by BNP Paribas Real Estate dated 25 January 2018

"Benchmark Land Value"	means £2,985,000 (two million nine hundred and eighty five thousand)
"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
"Boroughs"	means LBB and LBHF and "Borough" shall be construed accordingly
"Bus Contribution"	means the sum of £78,750 (seventy eight thousand seven hundred and fifty pounds) (Index Linked) to be applied towards increasing the capacity of the local bus network which serve bus stops within 625 metres of the Site
"Cap"	means the Development of 50% Affordable Housing (by habitable room) with a tenure split of 30% London Affordable Rent Housing by habitable room, 30% London Living Rent Housing by habitable room and 40% Shared Ownership Housing by habitable room
"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-Free Housing Scheme"	means a development in which occupiers of the development affected are not entitled to parking permits allowing them or their visitors to park their vehicles within a CPZ in the vicinity of the Development
"Carbon Offset Contribution"	means the sum equivalent to £1,800 (one thousand eight hundred pounds) per tonne of carbon (being £60 per tonne of carbon over 30 years) shortfall in carbon emission savings as identified by the CO ² Audit
"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
"Class"	means a class of the Town and Country Planning (Use Classes) Order 1987 (as amended)
"CO² Audit"	means an audit of the CO ² emissions of the completed Development to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development
"Commencement"	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act except for the carrying out of any Excluded Works and "Commence" and "Commenced" shall be construed accordingly
"Commercial Units"	means any floorspace within the Development delivered as Class A1 (shops); Class A3 (cafes) and Class B1 (business)
"Community Facilities"	means the community facilities to be provided as part of the Development comprising:- (a) the Place of Worship;

	(b) the Community FloorSpace; and
	(c) the Shared Circulation Space
"Community Facilities Specification"	means the written strategy to be approved by OPDC pursuant to paragraph 1.2 of Schedule 14 detailing the level of fit-out required for the Community Facilities
"Consumer Prices Index"	means the Consumer Prices Index published by the Office of National Statistics or if the index is no longer published or is unavailable for use an alternative comparable basis for indexation agreed between OPDC and the Developer
"Community Floorspace"	means the community space to be provided as part of the Development which is to be no less than 172sqm GIA and which is to be provided in the location shown on Plan 1 subject to any S96A Amendment
"Construction Period"	means the period from the Implementation Date to the date of Practical Completion of the Development
"CPZ"	means any controlled parking zone enforced by the LBB or the LBHF as at the date of this Deed
"Current Occupier"	means the City Mission Church
"Design Monitoring Costs"	means the monies paid in accordance with paragraph 2 of Schedule 13 to meet the OPDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
"Development"	means demolition of existing structures and redevelopment of the Site for mixed-use development comprising basement and 20 storeys in height to provide:- <ul style="list-style-type: none"> (a) 85 residential units (Use Class C3); (b) 225sqm (GIA) retail or café/restaurant or business (Use Class A1/A3/B1); (c) 425sqm (GIA) nursery (Use Class D1); (d) 452sqm (GIA) place of worship and community use (Use Class D1); (e) shared circulation space, landscaping and public realm, disabled car parking, cycle parking, plant and associated works;
"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 £280,463 (two hundred and eighty thousand four hundred and sixty three pounds) (Index Linked) to be used towards improvement works (including refurbishment and/or expansion) to address the demands arising from the Development and to be applied towards any primary or secondary school located in a 2km 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
"Estimated Build Costs"	means the total of the costs incurred or estimated (as the case may be) in connection with the construction of the Development
"Excluded Works"	means works of demolition, site investigations, archaeological investigation, decontamination and any remedial work in respect of decontamination or other adverse ground conditions, site clearance, the erection of hoardings or other means of enclosure for site security operations or the erection of temporary buildings structures and/or facilities associated with the development and site preparation works (including any enabling works, the diversion and/or laying of services, creation of temporary access and any underpinning of third party walls)
"Expert"	has the meaning given in Clause 19.3
"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 Community Facilities element of the Development
"GLA"	means the Greater London Authority which acts as a strategic city-wide government for London and includes any successor body
"GDV"	means gross development value of the Development derived from the sales value of any part of the Development to be sold, the rental value of any Residential Units, Commercial Units or Community Floorspace to be rented out which are capitalised using yield, ground rents, or any other use to give an overall capital value
"Habitable Room Schedule"	means the schedule contained at Schedule 15 to this Agreement setting out where the habitable rooms are to be provided within the Affordable Housing Units
"Harrow Road Cluster"	means the area shown on Plan 10
"Healthcare Contribution"	means the sum of £189,497 (one hundred and eighty nine thousand four hundred and ninety seven pounds) (Index Linked) to be applied towards the expansion of the primary care facility at Willesden Junction Centre for Health and Care to address the demand for healthcare arising as a result of the Development
"Highway Agreement"	means an agreement entered into with the Highway Authority pursuant to inter alia sections 38 and 278 of the 1980 Act
"Highway Authority"	means the LBB and/or the LBHF
"Highway Reinstatement Works"	means the works shown on Plan 2 being 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 the OPDC pursuant to paragraph 1.1. of Schedule 5
"Highway Reinstatement Area"	means 50 metres either side of the highway access as shown on Plan 2

"Highway Works"	means the highway works to be carried out in the area shaded green on the Plan 2 and which include:- <ul style="list-style-type: none"> (a) the provision of the pavement / public realm reinstatement at Scrubs Lane and Harrow Road; (b) amendments to Traffic Management Orders; (c) any other works which may be necessary to ensure compliance with LBHF's Streetsmart Guidance and LBB's The Brent Placemaking Guide (or such replacement design guidance as may be relevant); and (d) the provision of the Highway Reinstatement Works
"Implementation"	means the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and "Implemented" , "Implement" and "Implementation Date" shall be construed accordingly
"Index 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 and Employment Strategy"	means a written strategy which: <ul style="list-style-type: none"> (a) sets out the partnership arrangements for how the Developer and its contractors and sub-contractors will work with the 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 the OPDC (and the LBB, LBE and LBHF as appropriate) specifically around vacancy sharing for the purposes of recruiting Local Residents to vacancies and apprenticeships to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates
"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
"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
"Letting Terms"	means the terms on which the letting of the Community Facilities must be based and which must specify:-

	<ul style="list-style-type: none"> (a) the level of rent PROVIDED THAT it must be no higher than reasonable market terms; (b) a minimum length of the tenancy; (c) details of break clauses (if any); (d) arrangements for rent reviews
"Local Business"	means any business, trade, service, profession or industry whose established place of business is within the LBB, LBE and/or LBHF
"Local Resident(s)"	means a person who is resident in the LBB, LBE or LBHF, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:- <ul style="list-style-type: none"> (a) council tax statement (b) utility bills (c) bank statements or (d) other correspondence from government or state bodies
"London Affordable Rent Housing"	means rented housing provided by a Registered Provider that is required to be offered to eligible households on an assured tenancy at rents set using the benchmark London affordable rents published annually by the GLA and the HCA
"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 Living Rent Housing"	means rented housing provided by a Registered Provider that is required to be offered to eligible households on a time-limited tenancy at locally specified rent to help households on average incomes to save for a deposit to buy their own homes in accordance with the provisions of paragraphs 2.43 to 2.46 of the Mayor of London's Affordable Housing and Viability Supplementary Planning Guidance (August 2017). For the avoidance of doubt, the starting rent for the first and each subsequent new tenancy shall be in accordance with the locally specified rent for London Living Rent units published annually by the GLA which is applicable at the time which, for the length of each tenancy, shall be allowed to increase by up to the rate of the Consumer Prices Index each year
"London Living Rent Housing Units"	means 12 (twelve) of the Affordable Housing Units (shown on Plan 3) in accordance with paragraph 2.9 of Schedule 3 to be made available for London Living Rent Housing and "London Living Housing Unit" shall mean any one of them
"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
"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
"Marketing Strategy"	means a strategy to be approved in accordance with paragraph 2.3.2(d) of Schedule 14 setting out how the Developer intends to market the Community Facilities to alternative occupiers in the event that they are not re-Occupied by the Current Occupier and which must accord with the requirements of paragraph 2.4 of Schedule 14
"Non-Residential Floorspace"	means the total floorspace comprised within the Development excluding the Residential Units
"Occupation"	means the occupation of any part of the Development for its designated planning use pursuant to the Planning Permission rent 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 35.5 % (35.5 per cent) (by habitable room) of the Residential Units
"Off-Site Public Open Space"	means off site public open space to be provided or enhanced within the Harrow Road Cluster
"Parking Permit"	means a permit issued or to be issued in the future by LBB or LBHF to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ
"Parties"	means the parties to this Deed
"Place of Worship"	means the place of worship to be provided as part of the Development which is to be no less than 280sqm GIA and which is to be provided in the location shown on Plan 4 subject to any S96A Amendment
"Planning Application"	means the application for full planning permission for the Development submitted to OPDC and allocated reference number 17/0091/FUMOPDC
"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 the Residential Units excluding the Affordable Housing Units and excluding any Additional Affordable Housing Units (if applicable)
"Public Open Space"	means the areas of land shown hatched blue on Plan 5 which are to be laid out within the Site 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
"Public Open Space Contribution"	means the sum of £201,458 (two hundred and one thousand four hundred and fifty eight pounds) (Index Linked) to be used towards the provision or enhancement of the Off Site Public Open Space

"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
"Relevant Infrastructure"	means any infrastructure to be funded through the Education Contribution, Healthcare Contribution, Public Open Space Contribution or Transport Accessibility Contribution
"Resident"	means an Occupier of a Residential Unit
"Residential Units"	means 85 units of Use Class C3 residential accommodation forming part of the Development comprising the Private Residential Units and the Affordable Housing Units and where applicable the Additional Affordable Housing Units
"Revised Viability Assessment"	means an upwards only revised viability assessment prepared by or on behalf of the Developer in connection with the whole of the Development following the Substantial Implementation Assessment Trigger Date and/or the Sales Assessment Trigger Date (as the case may be), which assesses revenues and costs as at Substantial Implementation and/or the Sales Assessment Trigger Date (as the case may be)
"Revised Viability Assessment Review"	means an assessment of the Revised Viability Assessment undertaken by OPDC in accordance with Schedule 4 paragraph 5
"RICS Valuation Standards"	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
"RPI Index"	means the All Items index of Retail Prices issued by the Office for National Statistics
"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
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act
"Sales Assessment Trigger Date"	means the date of the sale of the 42nd Private Residential Unit
"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:

	<ul style="list-style-type: none"> (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);
"Shared Circulation Space"	means the shared circulation and storage space to be provided as part of the Development which is to be no less than 132sqm GIA and which is to be provided in the location shown on Plan 6 subject to any S96A Amendment
"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 16 (sixteen) of the Affordable Housing Units (shown on Plan 7) to be made available for Shared Ownership Housing in accordance with paragraph 2.7 of Schedule 3 and "Shared Ownership Housing Unit" shall mean any one of them
"Site"	means the land known as 2 Scrubs Lane, London, NW10 6RB as shown edged red on Plan 8
"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 (100%) equity and "Staircased" shall be construed accordingly
"Substantial Implementation"	<p>means the Development has been Implemented in addition to the following having occurred:</p> <ul style="list-style-type: none"> (a) those parts of the Excluded Works have been completed; (b) the letting of building contracts for the demolition and site clearance and construction of basement, substructure and concrete frame in connection with the Development; (c) completion of the basement works and construction to ground floor slab level
"Substantial Implementation Assessment Trigger Date"	means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Suitable Relocation Facilities"	means potentially alternative facilities to which the Current Occupier can relocate during the Construction Period (or such other period as may be agreed between the Developer and the Current Occupier) and which must be capable of accommodating a temporary place of worship, a temporary 80 place nursery and a temporary community facility (unless otherwise agreed by OPDC)
"Surplus"	means a positive sum resulting from a Revised Viability Assessment the value of which shall be calculated in accordance with paragraph 6.1 of Schedule 4
"Sustainability"	means measures to remedy or otherwise provide compensatory

Compensatory Measures"	measures to secure an acceptable or comparable level of sustainable design and construction within the Development in the event that the BREEAM Excellent rating is not achieved
"Sustainability Penalty"	means an amount equivalent to the cost at the date of the post completion review of the BREEAM rating meeting the sustainability targets associated with a BREEAM Excellent rating by other means in the event that the BREEAM Excellent rating has not been achieved and the OPDC agrees it is impractical to apply Sustainability Compensatory Measures which sum shall be utilised by the OPDC towards the provision of measures towards securing sustainability on other sites within its administrative area
"Temporary Relocation Strategy"	<p>means a written strategy setting out how the Developer will use reasonable endeavours to relocate the Current Occupier by providing information on potential Suitable Relocation Facilities and which shall set out how the Developer will:-</p> <ul style="list-style-type: none"> (a) use reasonable endeavours to offer alternative premises within the Developer's own portfolio which meet the Suitable Relocation Facilities criteria; (b) provide regular information updates on alternative premises which meet the Suitable Relocation Facilities criteria the location of which should be as close to the Site as is feasible; (c) provide practical assistance with relocation, (d) use reasonable endeavours to relocate the Current Occupier for the duration of the Construction Period <p>and any other measures as may be required by OPDC acting reasonably</p>
"Transport Accessibility Contribution"	means the sum of £150,000 (one hundred and fifty thousand pounds) (Index Linked) to be used towards measures to improve the accessibility of the Site including walking, cycling and public realm improvements from the Scrubs Lane/Harrow Road junction down to the southern end of the bridge on Scrubs Lane as shown on Plan 9
"Varied Planning Permission"	means any planning permission(s) issued to amended, vary or replace the Planning Permission granted pursuant to section 73 of the 1990 Act from time to time
"Viability Consultant"	means such suitably qualified and experienced viability consultant appointed by OPDC who is a professional member of the Royal Institution of Chartered Surveyors of not less than 10 years experience of carrying out viability assessments in respect of developments of a magnitude which are similar to the Development
"Working Day"	means any day of the week other than Saturday Sunday any bank holiday and any public holiday
"Zero Carbon Development"	means a development whose net carbon dioxide emissions, taking account of emissions associated with all energy use, is equal to zero or negative across the year where "energy use" will cover both energy uses currently regulated by any applicable building regulations and other energy used in the home

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

- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 sections 1 and 201 of the 2011 Act; and
- 2.1.3 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 the Developer's freehold interest in the Site (as referred to in Recital (B)) with the

intent that they shall be enforceable by OPDC not only against the 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, OPDC, LBB and LBHF acknowledge and agree that:-

- 3.2.1 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 CPZ as at the date of this Deed;
- 3.2.2 paragraph 3 of Schedule 7 prevents Commencement of the Development until the Developer has given a unilateral undertaking to the Boroughs 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 the Boroughs 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
- 3.2.3 the obligations in paragraph 3 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:-

- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Implementation of the Planning Permission

save in respect of Clauses 1 – 4, 6.2 and 7 – 23(inclusive), Schedule 5 paragraphs 1.1, 2 & 3, Schedule 6 paragraph 1, Schedule 7 paragraphs 2.7 & 3.1, Schedule 9 paragraph 1, Schedule 10, paragraph 1, Schedule 11 paragraph 1 & 3, Schedule 12 paragraphs 1.1 & 1.2, Schedule 13 paragraphs 1 & 2.1, Schedule 14 paragraphs 1.1, 1.2 & 3.1 to 3.4 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.
- 6.3 The OPDC covenants with the Developer that it shall use all sums received from the Developer under the terms of this Deed for the purposes specified in this Deed for which they are paid.

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 The Developer warrants and undertakes to OPDC that it has full power to enter into this Deed.

8.2 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, Community Facilities or Commercial Units) 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 Number referred to in Recital (B) above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide OPDC with written notification as soon as reasonably practicable that such applications have been made.

10.2 If the 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 Clauses 10.1 or 10.2 other than in respect of any obligations contained within this Deed that have been discharged by or on behalf of the Developer.

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

11. RIGHT OF ACCESS

Without prejudice to OPDC's statutory rights of entry and subject to reasonable prior notice, the Developer 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 and the

Developer shall comply with any reasonable request made by the OPDC for documentation held by the Developer for such purposes.

12. DEVELOPER TO NOTIFY OPDC

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

- 12.1.1 the intended Implementation Date, at least a month prior to such intended date;
- 12.1.2 the actual Implementation Date, within five Working Days of such actual date;
- 12.1.3 the intended Commencement Date, at least a month prior to such intended date;
- 12.1.4 the actual Commencement Date, within five Working Days of such actual date;
- 12.1.5 the intended date of Substantial Implementation, at least a month prior to such intended date;
- 12.1.6 the actual date of Substantial Implementation, within five Working Days of such actual date;
- 12.1.7 the intended date for first Occupation of the Development, at least a month prior to such intended date;
- 12.1.8 the actual date of first Occupation of the Development, within five Working Days of such actual date;
- 12.1.9 the intended date for first Occupation of the first Private Residential Unit, at least 20 Working Days prior to such date;
- 12.1.10 the actual date of the first Occupation of the first Private Residential Unit, within five Working Days of such actual date;
- 12.1.11 the intended date for Occupation of the 42nd Private Residential Units, at least 20 Working Days prior to such date;
- 12.1.12 the actual date of the Occupation of the 42nd Private Residential Unit, within five Working Days of such actual date;
- 12.1.13 the intended date for Practical Completion of the Development, at least 12 months prior to such intended date; and
- 12.1.14 the actual date of Practical Completion of the Development, with five Working Days of such actual 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 and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

- 13.1.1 if delivered by hand, the next Working Day after the day of delivery; and
- 13.1.2 if sent by first class post or recorded delivery post, the day 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:-

13.2.1 **OPDC:-**

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

13.2.2 **The Developer:-**

Development Director, Scrubs Lane Limited, 3RD Floor Roxburghe House, 273-287
Regent Street, London, W1B 2HA

13.2.3 **The Mortgagee:-**

Lending Manager, Property Finance, Hampshire Trust Bank, 55 Bishopsgate, London,
EC2N 3AS

- 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 17/0091/FUMOPDC.

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

- 14.3 The 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 RPI Index from 11 October 2017 until the date of each payment (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the Retail Price Index as at 11 October 2017 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:-

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

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

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

18.2.1 paragraphs 2.1 and 2.8 of Schedule 3 (*Affordable Housing*);

18.2.2 paragraphs 2.3 - 2.6 (inclusive) of Schedule 7 (*Car Parking*); and

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

18.3.1 paragraphs 2.3 – 2.6 (inclusive) of Schedule 7 (*Car Parking*); and

18.3.2 paragraph 1.1.3 of Schedule 8 (*Framework Travel Plan*).

18.4 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.

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

19. **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:-

- 19.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - 19.3.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
 - 19.3.3 if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
 - 19.3.4 if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;
 - 19.3.5 if such Dispute shall relate to matters requiring a viability consultant, the President of the Royal Institute of Chartered Surveyors to nominate the Expert; and
 - 19.3.6 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 to 19.3.6 (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 19.3 to 19.3.6 (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:-
- 19.7.1 he shall call for representations from all parties with 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - 19.7.2 he shall allow the parties 10 Working Days from the expiry of the ten Working Days period referred to in Clause 19.7.1 to make counter-representations;
 - 19.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
 - 19.7.4 he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations;
 - 19.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
 - 19.7.6 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:-
- 20.2.1 expires without the Development having been Implemented; or
- 20.2.2 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.
- 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.
- 20.8 If the OPDC agrees pursuant to a Varied Planning Permission to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the Varied Planning Permission and to apply in equal terms to the Varied Planning Permission save where the OPDC in their determination of such an application for a Varied Planning Permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

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.

23. MORTGAGEE'S CONSENT

- 23.1 The Mortgagee acknowledges and declares that:-

23.1.1 this Deed has been entered into by the Developer with its consent;

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

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

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

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

SCHEDULE 1

PLANS

1. Community Space Location
2. Highway Reinstatement Works and Area, and Highway Works
3. London Living Rent Housing Units
4. Place of Worship
5. Public Open Space
6. Shared Circulation Space
7. Shared Ownership Housing Units
8. Site
9. Transport Accessibility Contribution Plan
10. Harrow Road Cluster

COMMUNITY SPACE LOCATION

HARRROW ROAD

R B

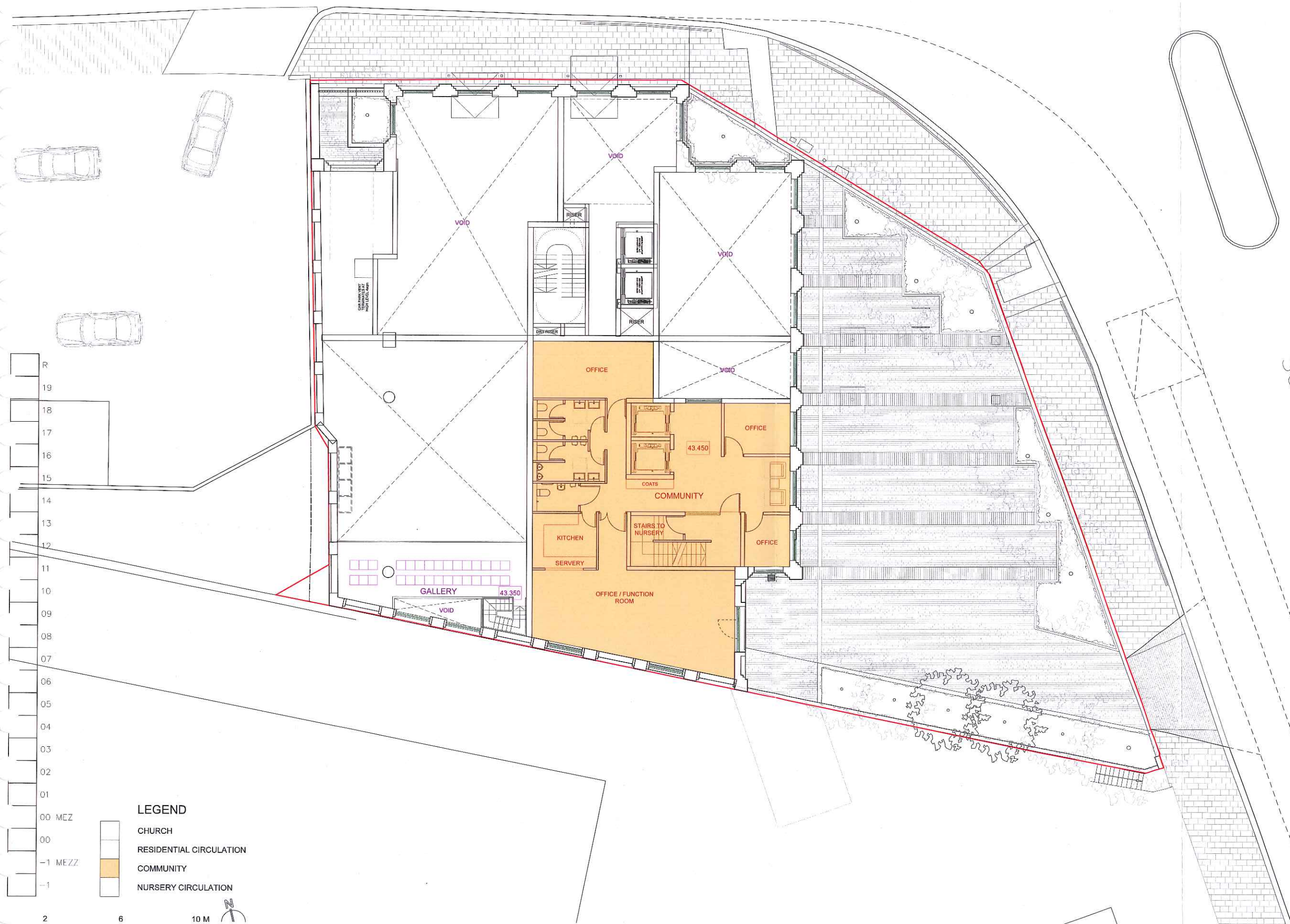


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Notes

Stiff + Trevillion
Surrell
lll

SCRUBS LANE



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LEGEND

- CHURCH
- RESIDENTIAL CIRCULATION
- COMMUNITY
- NURSERY CIRCULATION

2 6 10 M

PLAN 1

1 17/8/17 Window added to community south elevation

Rev. Date Note Approved

Stiff + Trevillion

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Client

FRUITION PROPERTIES

Project

**2 SCRUBS LANE
LONDON, NW10**

Drawing Title

MEZZANINE FLOOR PLAN AS PROP

Drawing Status

PLANNING

Date 17.08.17 Scale @ A1 1:100 Scale @ A3 1:200

Project No. Drawing No. Revision

HIGHWAYS REINSTATEMENT WORKS & HIGHWAYS WORKS

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Key:
Highway Reinstatement Area
Highway Works

HS
R

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PLAN 2

FRUITION FIRST ISSUE

STATUS
FOR PLANNING

CONTRACTOR

PROJECT
2 Scrubs Lane

CLIENT
Fruition Properties

DRAWING TITLE
Plan 2: Highway Reinstatement Works
and Area, and Highway Works V2

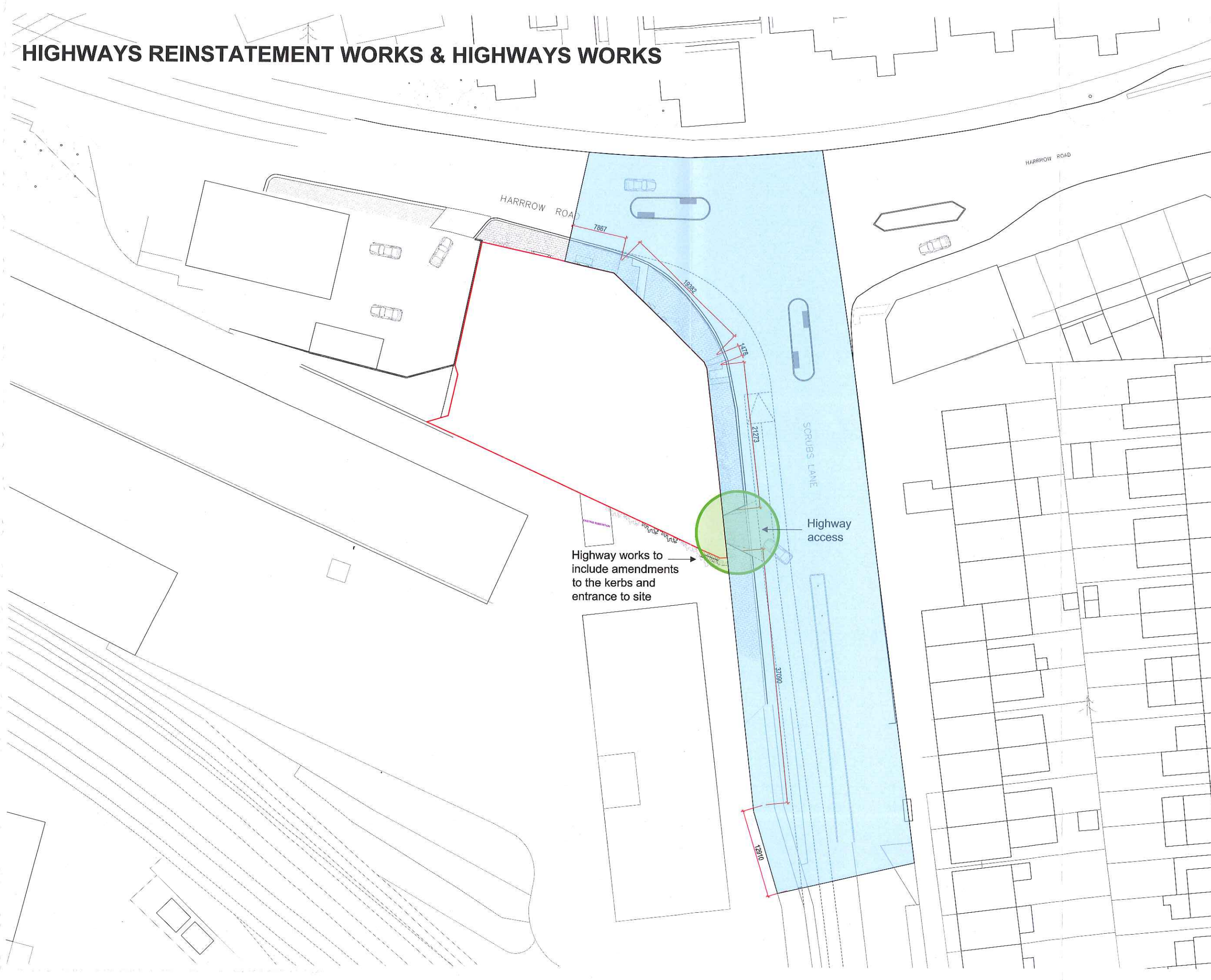
DATE CREATED 10.05.18	DATE AMENDED 10.05.18	SCALE 1:250 @ A1
DRAWN BY HB	AMENDED BY HERSHA	CHECKED RK

DRAWING NO & REVISION
PLAN 2 - HIGHWAY REINSTATEMENT WORKS V3

Fruition Properties
3rd Floor, Roxburghe House
273-287 Regent Street
London, W1B 2HA

Fruition Properties

T: 020 3828 0100
E: info@fruitionproperties.co.uk



LONDON LIVING RENT HOUSING UNITS

HARRROW ROAD

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Notes

[Handwritten signatures]
Squerrall
H.H.

SCRUBS LANE

PLAN 3

1 31/7/17 Unit mix revised to 2N° 4B 4P and 2N° 3B 5P
Rev. Date Note Approved

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FRUITION PROPERTIES

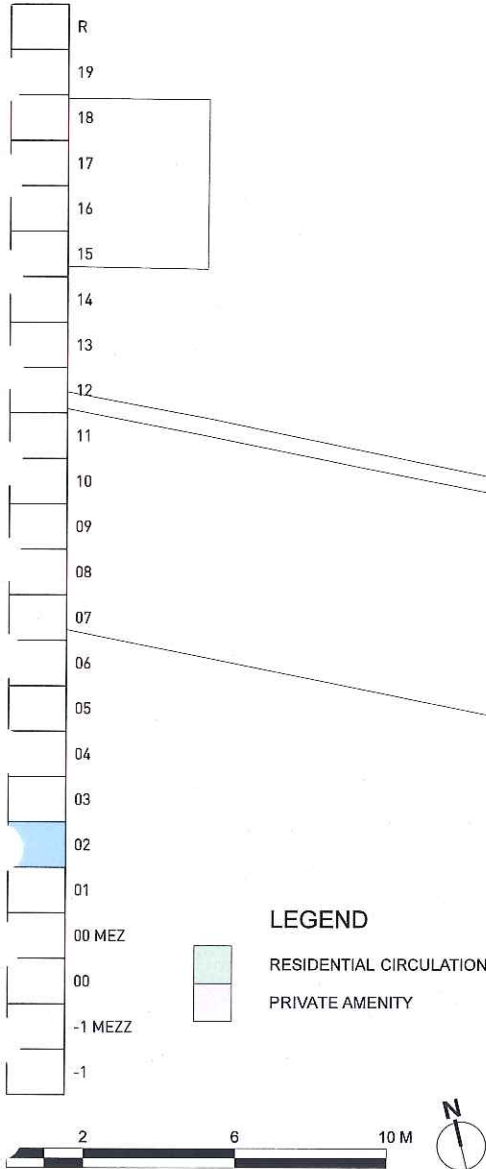
Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
SECOND FLOOR PLAN
AS PROPOSED

Drawing Status
PLANNING

Date 31.07.17 Scale @ A1 1:100 Scale @ A3 1:200

Project No. 3922 Drawing No. ST-PR-02-102 P1 Revision



LEGEND

RESIDENTIAL CIRCULATION
PRIVATE AMENITY

3 BED 5P
2 BED 4P

LONDON LIVING RENT HOUSING UNITS

R
15

HARRROW ROAD

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Notes



SCRUBS LANE

Squirrel.
P. Squirrel
Hll

2 6/9/17 4th Plan
1 31/7/17 Unit mix revised to 2N* 4B 4P and 2N* 3B 5P

Rev.	Date	Note	Approved
1	31/7/17	Unit mix revised to 2N* 4B 4P and 2N* 3B 5P	

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Client
FRUITION PROPERTIES

Project
**2 SCRUBS LANE
LONDON, NW10**

Drawing Title
**THIRD FLOOR PLAN
AS PROPOSED**

Drawing Status
PLANNING

Date	Scale @ A1	Scale @ A3
06.09.17	1:100	1:200

Project No.	Drawing No.	Revision
3922	ST-PR-02-103	P2

LONDON LIVING RENT HOUSING UNITS

R
B

HARRROW ROAD

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Scrubs Lane

Squinnell
P. Stiff
H. Trevillion

1	31/7/17	M4(3) Compliant unit mix revision	Approved
Rev.	Date	Note	Approved

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Client
FRUITION PROPERTIES

Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
FOURTH FLOOR PLAN
AS PROPOSED

Drawing Status
PLANNING

Date
06.09.17

Project No. Drawing No. Revision
3922 ST-PR-02-103a1

RS 15

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Notes

W. J. Mitchell

Surrell

LEGEND

- ① RESIDENTIAL ENTRANCE
- ② CHURCH, NURSERY + COMMUNITY ENTRANCE
- ③ RETAIL/ CAFE ENTRANCE
- ④ HIGH LEVEL WINDOWS
- ⑤ REFUSE HOLDING AREA
- ⑥ PROPOSED SUBSTATION. LEVEL ACCESS FROM ADJOINING SOUTH SITE

PLAN 4

2	5/9/17	Cycle parking to Retail added
1	15/8/17	Retail refuse indicated.

Rev. Date	Note	Approved
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Client

FRUITING PROPERTIES

Project

2 SCRUBS LANE
LONDON, NW10

Drawing Title

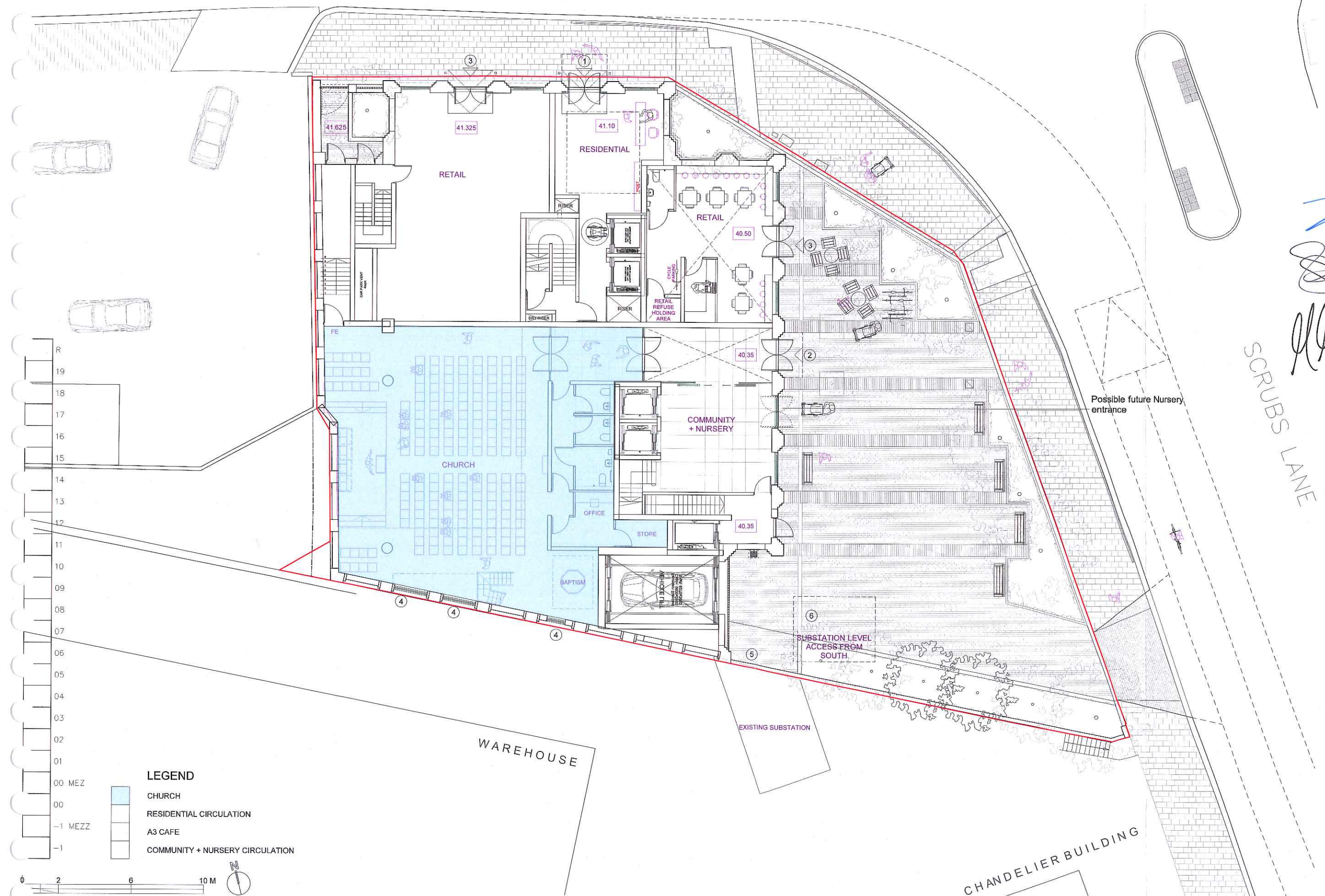
GROUND FLOOR PLAN AS PROPOS

Drawing Status

PLANNING

Date	Scale @ A1	Scale @ A3
06.09.17	1:100	1:200

Project No.	Drawing No.	Revision
3922	ST-PR-02-100	P2



PLACE OF WORSHIP

HARRROW ROAD

10/17

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Notes

Squirrel
M. Stiff
H. Trevillion

1 17/01/17 Window added to community south elevation

Rev. Date Note Approved

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Client
FRUITION PROPERTIES

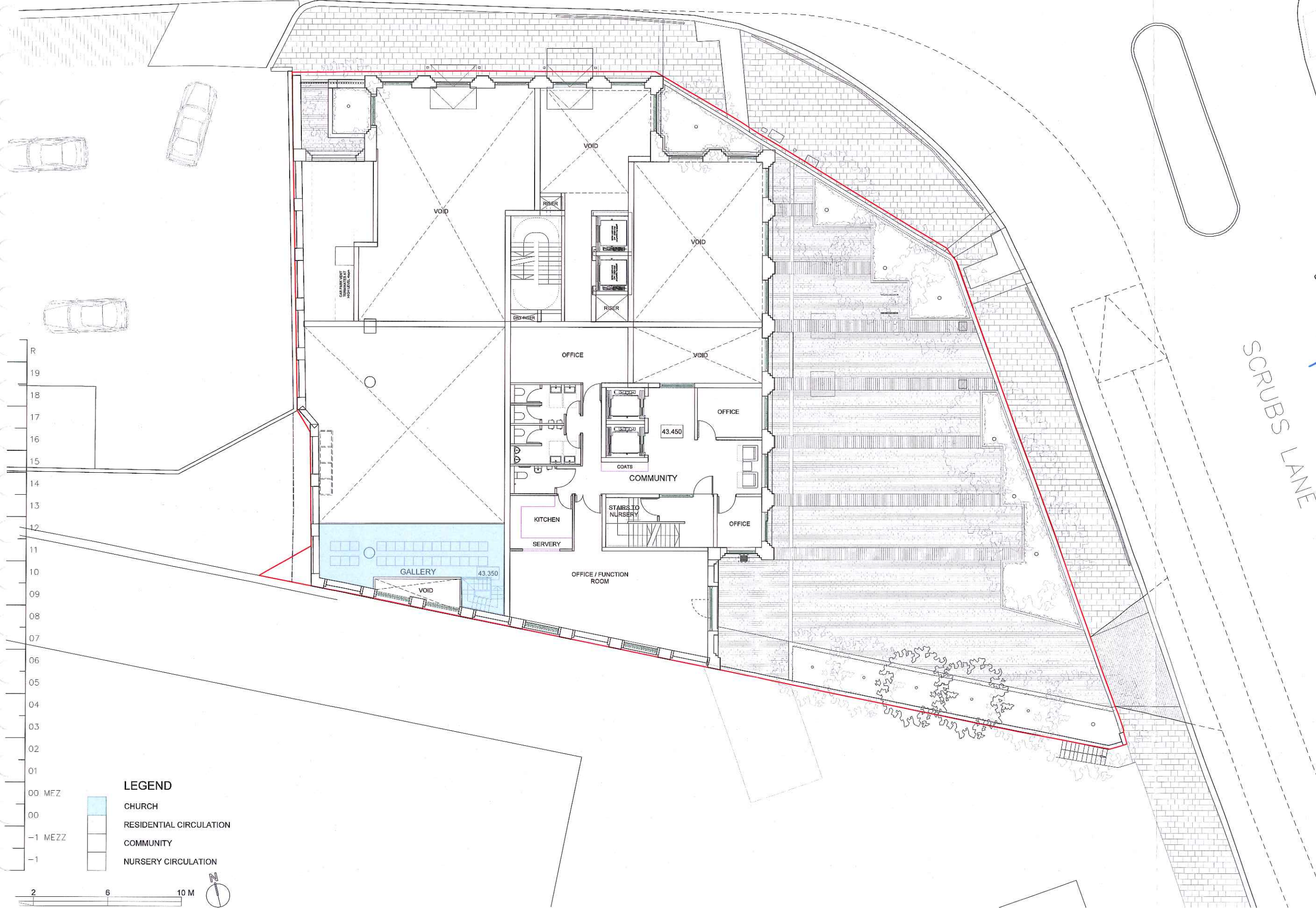
Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
MEZZANINE FLOOR PLAN AS PROPOSED

Drawing Status
PLANNING

Date 17.08.17 Scale @ A1 1:100 Scale @ A3 1:200

Project No. 3922 Drawing No. ST-PR-02-100a1 Revision



LEGEND

- CHURCH
- RESIDENTIAL CIRCULATION
- COMMUNITY
- NURSERY CIRCULATION

2 6 10 M

PUBLIC OPEN SPACE

HARRROW ROAD

R

K

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- LEGEND**
- 1 RESIDENTIAL ENTRANCE
 - 2 CHURCH, NURSERY + COMMUNITY ENTRANCE
 - 3 RETAIL/ CAFE ENTRANCE
 - 4 HIGH LEVEL WINDOWS
 - 5 REFUSE HOLDING AREA
 - 6 PROPOSED SUBSTATION. LEVEL ACCESS FROM ADJOINING SOUTH SITE TBA

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PLAN 5

Rev. Date Note Approved

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Client
FRUITION PROPERTIES

Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
GROUND FLOOR PLAN AS PROPOSE

Drawing Status
PLANNING

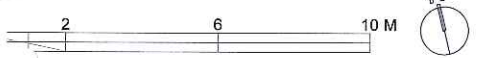
Date 08.06.17 Scale @ A1 1:100 Scale @ A3 1:200

Project No. 3922 Drawing No. ST-PR-02-100 Revision



LEGEND

- CHURCH
- RESIDENTIAL CIRCULATION
- A3 CAFE
- COMMUNITY + NURSERY CIRCULATION



SHARED CIRCULATION SPACE

R #

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Notes

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Squinnell
PL

PLAN 6

- 2 6/5/17 Cycle parking updated to TA
- 1 15/8/17 8N car parking spaces, Bike store to Church, Community + Nursery indicated.

Rev. Date Note Approved

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Client
FRUITION PROPERTIES

Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
BASEMENT FLOOR PLAN AS PROPO

Drawing Status
PLANNING

Date 06.09.17 Scale @ A1 1:100 Scale @ A3 1:200

Project No. 3922 Drawing No. ST-PR-02-099 P2 Revision



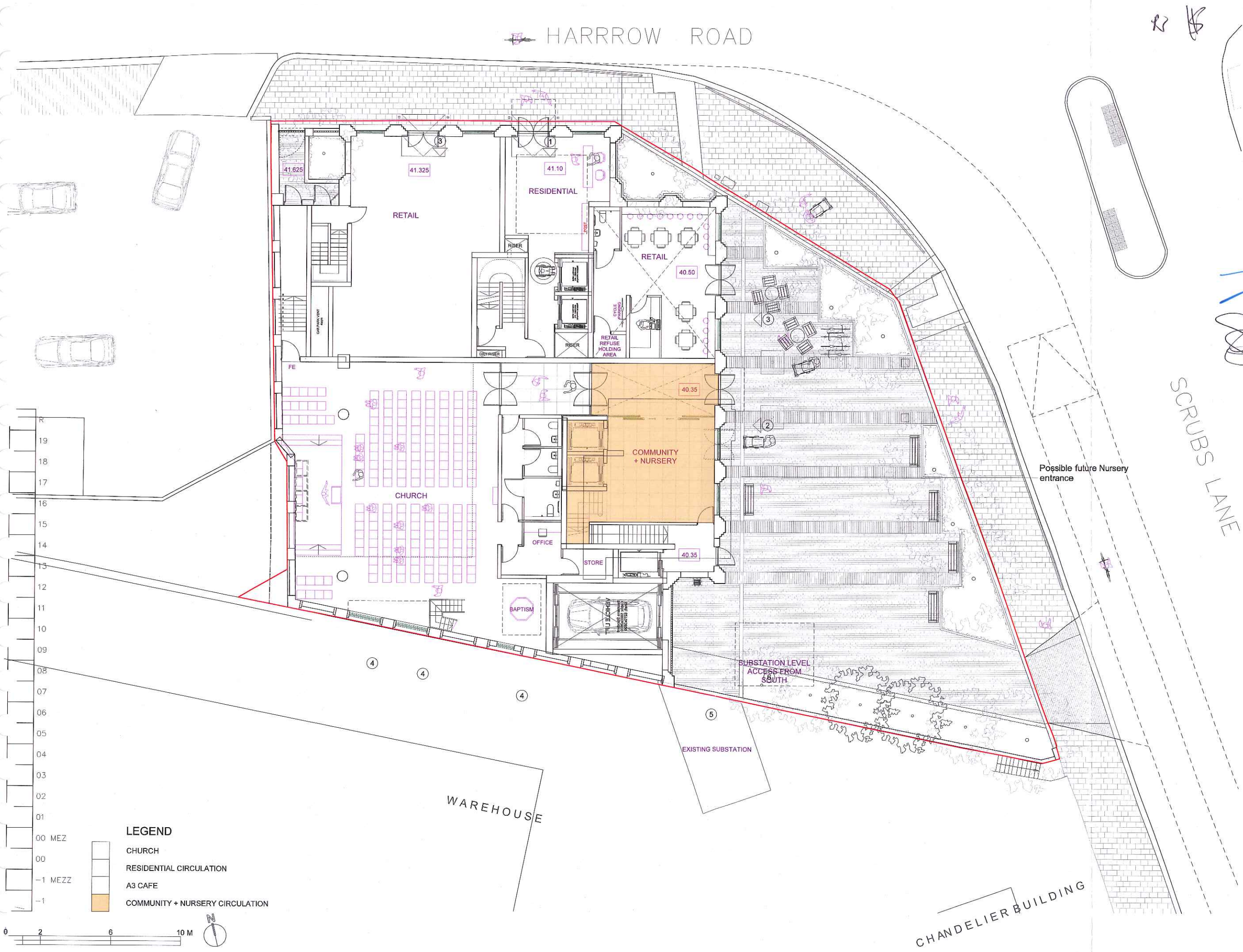
LEGEND

- 8 RESIDENTIAL SPACES
1 + 8 DISABLED
- RESIDENTIAL CIRCULATION/ 150 BIKES
- SHARED COMMUNITY + NURSERY
- RESIDENTIAL REFUSE

2 6 10 M



SHARED CIRCULATION SPACE



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Notes

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Squirrel

- LEGEND**
- 1 RESIDENTIAL ENTRANCE
 - 2 CHURCH, NURSERY + COMMUNITY ENTRANCE
 - 3 RETAIL/ CAFE ENTRANCE
 - 4 HIGH LEVEL WINDOWS
 - 5 REFUSE HOLDING AREA
 - 6 PROPOSED SUBSTATION. LEVEL ACCESS FROM ADJOINING SOUTH SITE

Stiff + Trevillion

2	06/17	Cycle parking to Retail added	
1	15/17	Retail refuse indicated	
Rev.	Date	Note	Approved

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Client
FRUITION PROPERTIES

Project
**2 SCRUBS LANE
LONDON, NW10**

Drawing Title
GROUND FLOOR PLAN AS PROPOSED

Drawing Status
PLANNING

Date
06.09.17

Project No.
3922

Drawing No.
ST-PR-02-100 P2

Scale @ A1
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Revision

RJ JK

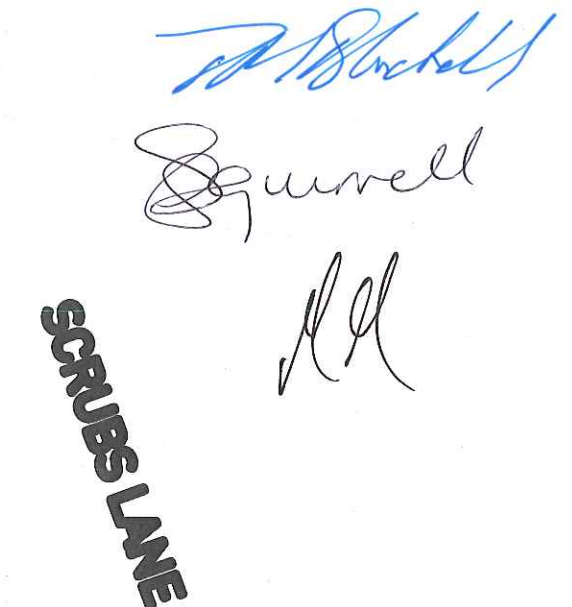
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Notes



3	6/9/17	M4(3) Compliant unit mix revision
2	30/6/17	Floors update
1	16/8/17	Revised to fifth-eighth floor

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Project
2 SCRUBS LANE
LONDON, NW10

Drawing Status

PLANNING

Date	Scale @ A1	Scale @ A3
06.09.17	1:100	1:200
Project No.	Drawing No.	Revision
3922	ST-PR-02-104	P3

SHARED OWNERSHIP HOUSING UNITS

HARRROW ROAD

RS 15

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Squinnell
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SCRUBS LANE

PART M4(3) COMPLIANT 2B 3P

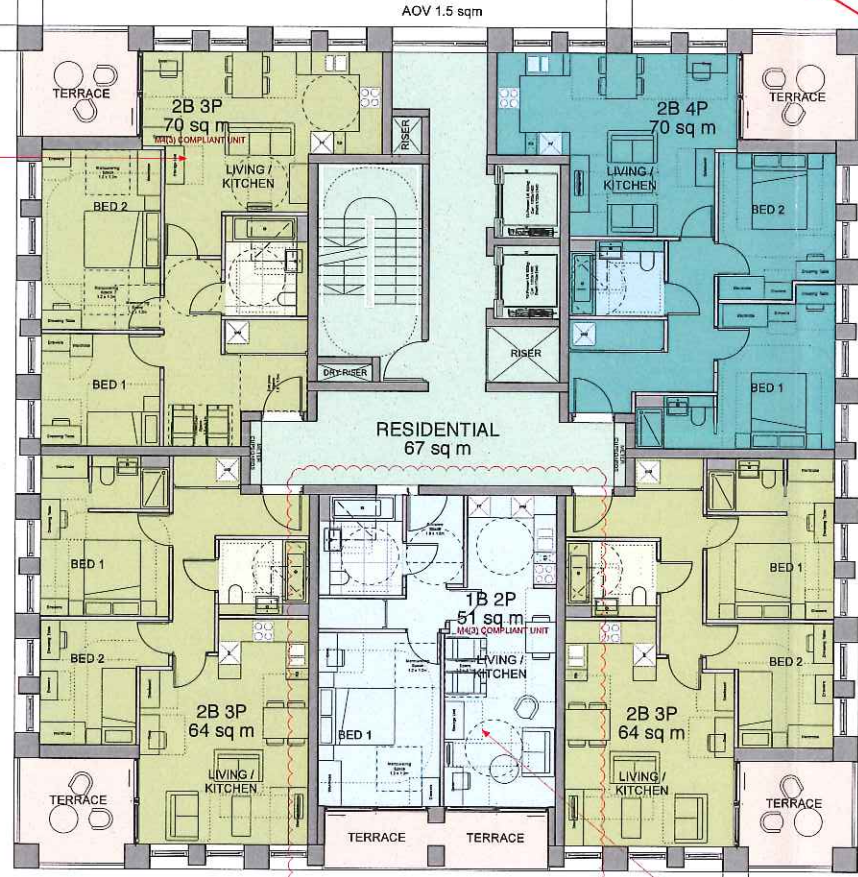
PART M4(3) COMPLIANT 1B 2P

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LEGEND

- RESIDENTIAL CIRCULATION
- PRIVATE AMENITY
- 2 BED 4P
- 2 BED 3P
- 1 BED 2P

2 6 10 M



Rev.	Date	Note	Approved
3	6/9/17	M4(3) Compliant unit mix revision	
2	30/8/17	Floors update	
1	16/6/17	Part M4(3) compliant indicated	

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Client
FRUITION PROPERTIES

Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
SEVENTH FLOOR PLAN
AS PROPOSED

Drawing Status
PLANNING

Date
06.09.17

Scale @ A1
1:100

Scale @ A3
1:200

Project No.
3922

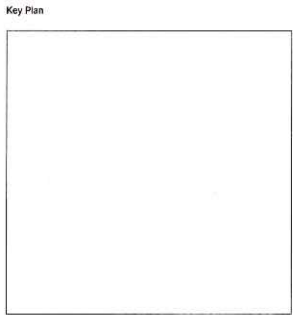
Drawing No.
ST-PR-02-104

Revision
3

SHARED OWNERSHIP HOUSING UNITS

RJ \$

HARRROW ROAD



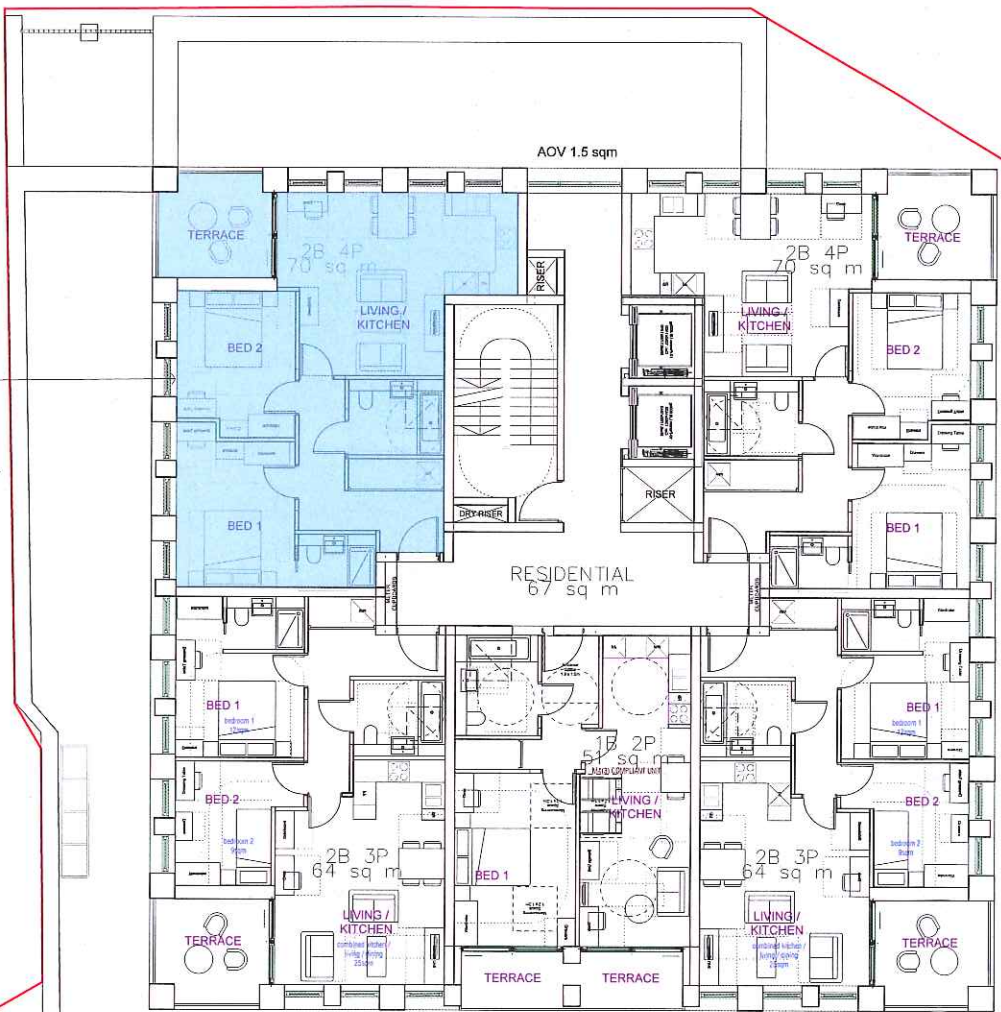
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Notes

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Surrell
RP

SCRUBS LANE

1no. 2B4P unit on Floor 8 to be Shared Ownership Housing



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LEGEND

- RESIDENTIAL CIRCULATION
- PRIVATE AMENITY
- 2 BED 4P
- 2 BED 3P
- 1 BED 2P



2 8/9/17 M4(3) Compliant unit mix revision
1 16/8/17 Part M4(3) compliant indicated
Rev. Date Note Approved
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Client
FRUITION PROPERTIES
Project
**2 SCRUBS LANE
LONDON, NW10**

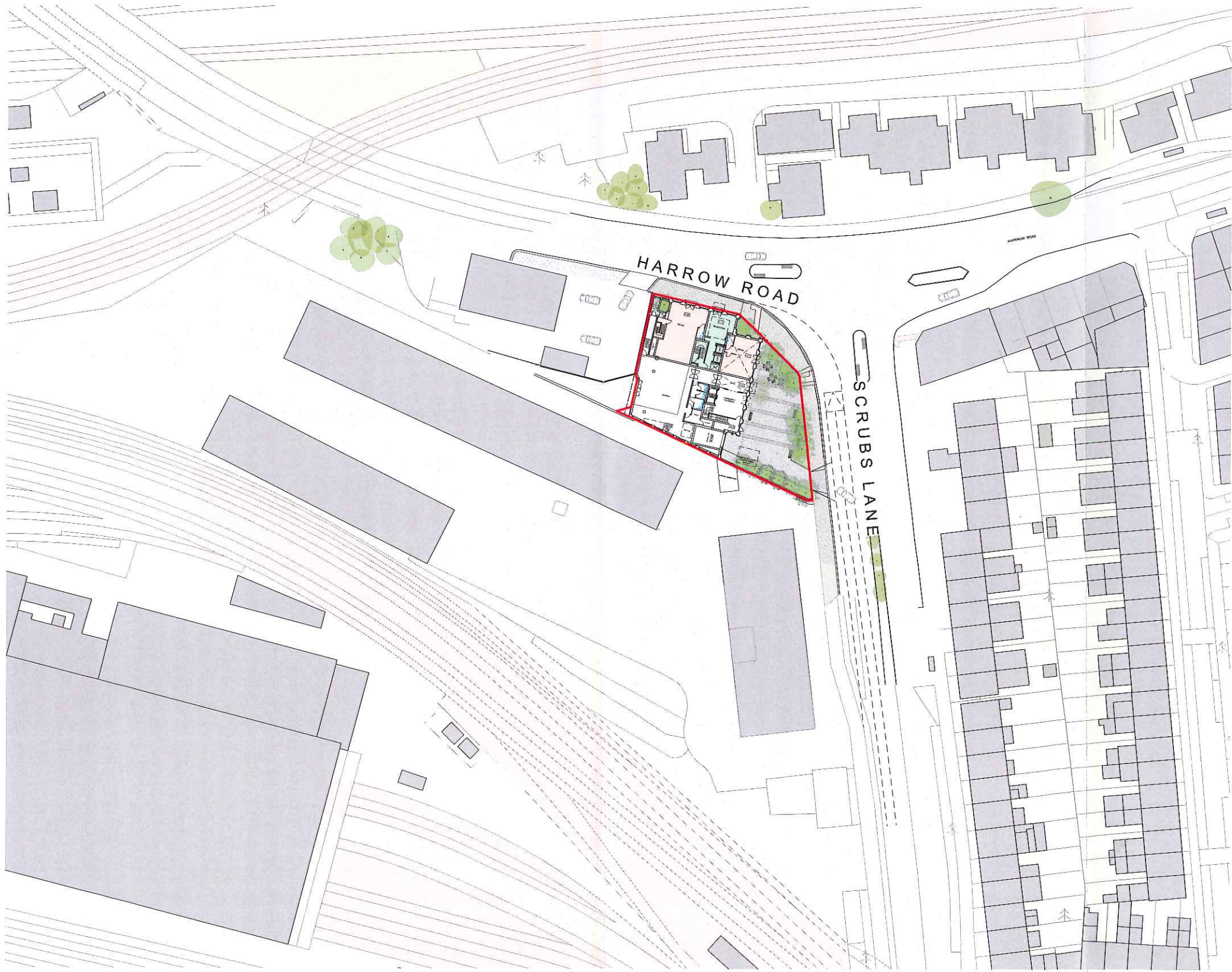
Drawing Title
EIGHTH - NINTH PLAN AS PROPOS

Drawing Status
PLANNING

Date 06.09.17 Scale @ A1 1:100 Scale @ A3 1:200
Project No. Drawing No. Revision

SITE PLAN

RJ #



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TP Bluckley
Stiff + Trevillion
Stiff + Trevillion

PLAN 8

Rev. Date Note Approved

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Client
FRUITION PROPERTIES

Project
2 SCRUBS LANE
LONDON, NW10

Drawing Title
SITE PLAN
AS PROPOSED

Drawing Status
PLANNING

Date
27.06.17

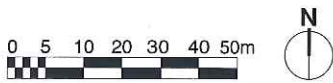
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1:500

Scale @ A3
1:1000

Project No.
3922

Drawing No.
ST-PR-01-001

Revision



TRANSPORT ACCESSIBILITY CONTRIBUTION

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Key:
Transport Accessibility Contribution
Plan

R B

T. D. S. S. S.
Sprunt
RL

PLAN 9

FRUITION FIRST ISSUE

STATUS
FOR PLANNING

CONTRACTOR

PROJECT
2 Scrubs Lane

CLIENT
Fruition Properties

DRAWING TITLE
Plan 9:
Transport Accessibility Contribution Plan

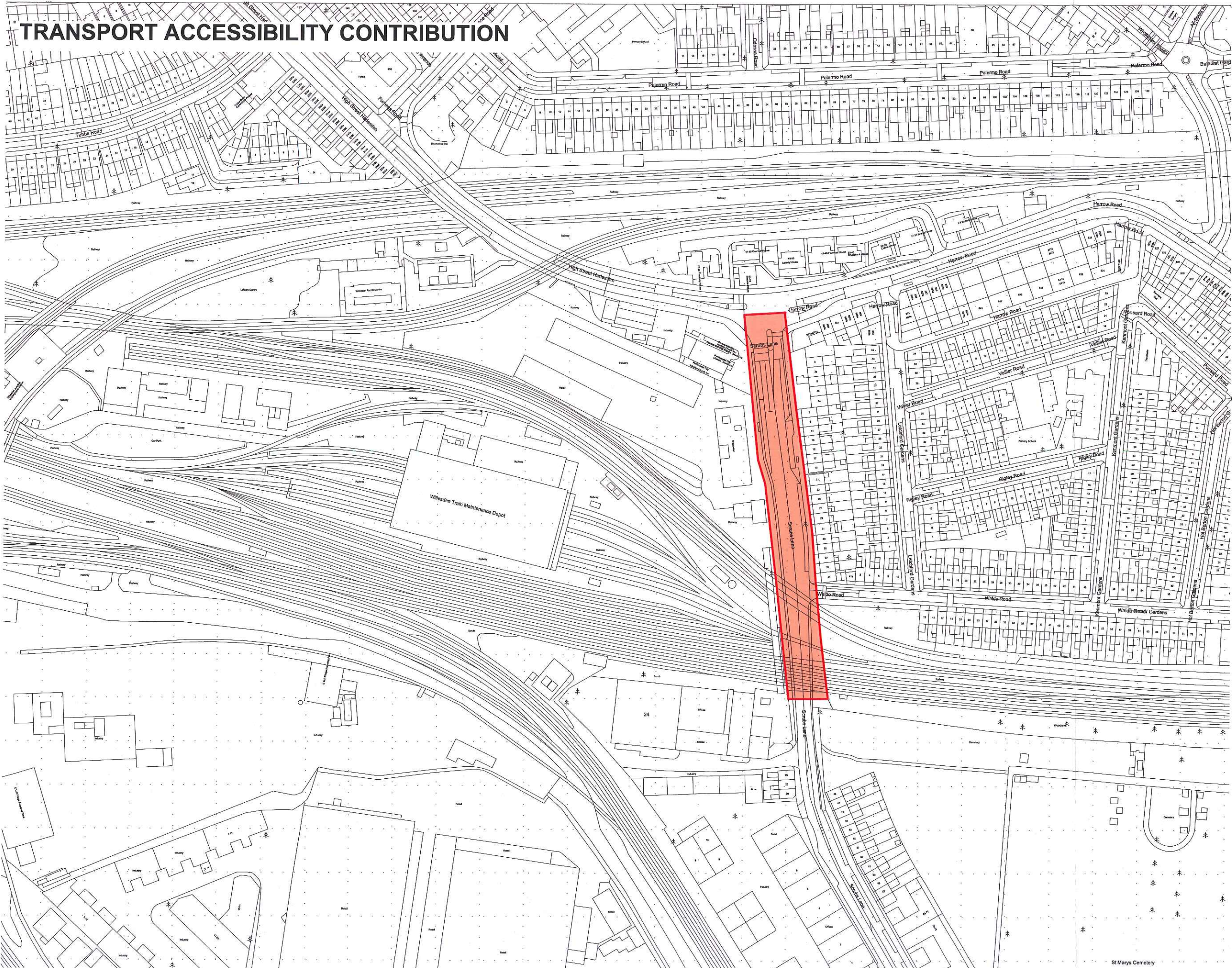
DATE CREATED 10.05.18	DATE AMENDED 10.05.18	SCALE @ A1
DRAWN BY HB	AMENDED BY HERSHA	CHECKED RK

DRAWING NO & REVISION
PLAN 9 - TRANSPORT ACCESSIBILITY CONTRIBUTION PLAN V

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London, W1B 2HA

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Fruition Properties



HARROW ROAD CLUSTER

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Key:
Harrow Road Cluster

R K

W. Shuckell
Spruett
JK

PLAN 10
FRUITION FIRST ISSUE

STATUS
FOR PLANNING

CONTRACTOR

PROJECT
2 Scrubs Lane

CLIENT
Fruition Properties

DRAWING TITLE
Plan 10: Harrow Road Cluster

DATE CREATED 02.05.18	DATE AMENDED 02.05.18	SCALE @ A1
DRAWN BY HB	AMENDED BY HERSHA	CHECKED RK
DRAWING NO & REVISION PLAN 10 - HARROW ROAD CLUSTER		

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London, W1B 2HA

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SCHEDULE 2
DRAFT PLANNING PERMISSION

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:

STANDARD CONDITIONS

1. **Approved plans**

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

3922-ST-EX-01-10
3922-ST-EX-01-100
3922-ST-EX-02-100-P1
3922-ST-EX-02-101-P1
3922-ST-EX-02-102-P1
3922-ST-EX-02-103-P1
3922-ST-EX-03-100
3922-ST-EX-03-101
3922-ST-PR-02-099-P2
3922-ST-PR-02-099a-P2
3922-ST-PR-02-100-P2
3922-ST-PR-02-100A-P1
3922-ST-PR-02-101-P3
3922-ST-PR-02-102-P1
3922-ST-PR-02-103-P2
3922-ST-PR-02-103a-P1
3922-ST-PR-02-104-P3
3922-ST-PR-02-104a-P3
3922-ST-PR-02-105-P2
3922-ST-PR-02-105a-P1
3922-ST-PR-02-106-P1
3922-ST-PR-02-107-P1
3922-ST-PR-03-101
3922-ST-PR-03-102
3922-ST-PR-03-103-P2
3922-ST-PR-03-104
3922-ST-PR-04-101
3922-ST-PR-04-102
Outline Façade Maintenance 3922/4.00 dated 31 July 2017
3922-ST-PR-03-110
3922-ST-PR-03-111
3922-ST-PR-03-112
3922-ST-PR-03-113
Schedule of areas – G+19 Square PLANNING Rev.P3 dated 08.08.2017

Planning Statement dated June 2017
Statement of Community Involvement dated June 2017
Design and Access Statement including Landscaping dated June 2017
Revised Heritage, Townscape and Visual Impact dated June 2017
Letter from Montagu Evans dated 2 October 2017
Daylight, Sunlight and Overshadowing Assessment dated June 2017
Air Quality Assessment C-05294-C-AQ-20170524 P044 dated September 2017
Pedestrian Level Wind Microclimate Assessment 1800006 PLW REV-A dated 26.09.17
Geoenvironmental Study dated June 2017
Noise Impact Assessment dated June 2017
Transport Assessment dated August 2017
Cycling Audit dated June 2017
Pedestrian Audit dated June 2017
Highways Safety Review WIE11529-100-R-1-1-5
Church Travel Plan dated June 2017
Nursery Travel Plan dated August 2017
Residential Travel Plan dated August 2017
Construction Management Plan dated 23.06.17
Sustainability Strategy C05294-HYD-00-XX-REP-ME-002 dated June 2017
Energy Strategy C05294-HYD-00-XX-REP-ME-001 dated 22.06.17
BREEAM Pre-Assessment Report dated August 2017
Utilities Assessment dated June 2017
Waste Management Strategy dated August 2017
Drainage Philosophy and Sustainable Urban Drainage Systems Study dated June 2017
Revised drainage strategy 4512-SK-170914-CP-002
Health Impact Assessment dated June 2017

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

2. 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).

PRE-COMMENCEMENT CONDITIONS

3. Air quality (Low Emissions Strategy)

Prior to the commencement of the development a Low Emissions Strategy shall be submitted to and approved in writing by the local planning authority. The Low Emissions Strategy must address the results of the Air Quality Assessment and detail the remedial action and mitigation measures that will be implemented to protect residential receptors (e.g. abatement technology for energy plant, design solutions). This Strategy must make a commitment to implement the mitigation measures (including NOx emissions standards for the chosen energy plant) that are required to reduce the exposure of on-site and off-site local receptors to poor air quality and to help mitigate the development's air pollution

impacts, in particular the emissions of NO_x and particulates from on-site and off-site transport and energy generation sources. Evidence must also be submitted to and approved in writing by the local planning authority to show that the CHP and boiler units installed will comply with the relevant emissions standards in the Mayor's SPG 'Sustainable Design and Construction' (2014).

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2016) policy 7.14 'Improving Air Quality' and OPDC Regulation 19 Local Plan (2017) policy EU4 'Air Quality'. The details are required prior to commencement because the demolition phase must be addressed in the Strategy.

4. **Construction and Environmental Management Plan (CEMP)**

No development shall take place, including any works of demolition, until a Construction and Environmental Management Plan (CEMP) for the proposed development to address how the impacts of demolition 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);
- arrangements to demonstrate how any concurrent construction with HS2 works shall not impede the construction of the HS2 works;
- arrangements to minimise the potential for noise and vibration disturbance;
- locations for loading/unloading and storage of plant and materials used in constructing the development;
- erection and maintenance of security hoardings;
- wheel washing facilities and measures to control the emission of dust and dirt during construction; and
- a scheme for recycling/disposing of waste resulting from demolition and construction works in accordance with the waste hierarchy and circular economy principles.

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

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties in accordance with London Plan (2016) policies 6.12 'Road Network Capacity' and 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes' and OPDC Regulation 19 Local Plan (2017) policies T7 'Freight, servicing and deliveries' and T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CEMP.

5. **Construction Logistics Plan (CLP)**

No development shall take place, including any works of demolition, 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;
- iv) compliance with the Construction Logistics Strategy for the wider OPDC area, if available.

The development (including any works of demolition) shall only be carried out in accordance with the approved details.

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' and OPDC Regulation 19 Local Plan (2017) T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

6. **Piling method statement (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 water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement. The development shall not be brought into use until any necessary mitigation measures identified by the method statement have been approved in writing by the local planning authority and carried out in full in accordance with the approved details.

Reason: To protect water infrastructure in the vicinity of the site because the proposed works will be in close proximity to underground water utility infrastructure in accordance with London Plan (2016) policies 5.14 'Water Quality and Wastewater Infrastructure' and 5.15 'Water Use and Supplies' and OPDC Regulation 19 Local Plan (2017) policy EU3 'Water'. The details are required prior to commencement because any piling will be undertaken at an early stage of construction.

7. **Contaminated land – site investigation**

Following the demolition of the buildings and prior to the commencement of building works, a site investigation shall be carried out by competent persons to determine the nature and extent of any soil contamination present. The investigation shall be carried out in accordance with the principles of BS 10175:2011. A report shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction works, that includes the results of any research and analysis undertaken as well as an assessment of the risks posed by any identified contamination. It shall include an appraisal of remediation options should any contamination be found that presents an unacceptable risk to any identified receptors.

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' and OPDC Regulation 19 Local Plan (2017) policy EU13 'Land contamination'. The details are required prior to commencement because the site investigation must be undertaken prior to demolition works to avoid any risks to health.

8. Contaminated land – remediation measures and verification report

Any soil contamination remediation measures required by the Local Planning Authority shall be carried out in full in accordance with the approved remediation works. A verification report shall be submitted to and approved in writing by the Local Planning Authority, demonstrating that remediation has been carried out in accordance with the approved remediation scheme and the site is suitable for end use (unless the Planning Authority has previously confirmed that no remediation measures are required).

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' and OPDC Regulation 19 Local Plan (2017) policy EU13 'Land contamination'. The details are required prior to commencement because it may be necessary to implement remediation measures prior to demolition.

9. Written Scheme of Investigation (Archaeology)

No demolition or development shall take place until a stage 1 Written Scheme of Investigation (WSI) dealing with archaeology has been submitted to and approved in writing by the local planning authority. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved in writing by the local planning authority. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- a. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;
- b. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

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 19 Local Plan (2017) policy D8 'Heritage'. The details are required prior to commencement because demolition works may impact upon archaeological remains.

PRIOR TO ABOVE GROUND WORK CONDITIONS

10. Retention of nursery

Prior to the commencement of above ground works, detail of the proposed fit-out specification for the nursery shown on plan 3922-ST-PR-02-101-P3 shall be submitted to

and approved in writing by the Local Planning Authority. The nursery shall be delivered in full accordance with the approved details prior to any of the residential units being brought into 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), the nursery use shall be retained on-site and shall not be changed to any other use including any use within the D1 (non-residential institution) use class.

Reason: To ensure the delivery of a valuable community use that has been identified as an Asset of Community Value in accordance with London Plan (2016) policy 3.16 'Protection and enhancement of social infrastructure' and OPDC Regulation 19 Local Plan (2017) policy TCC4 'Social Infrastructure'.

11. Detailed drawings

Notwithstanding the approved drawings, prior to the commencement of above ground works, detailed drawings comprising elevations and sections of the following parts of the development at 1:20 or 1:50 as appropriate with references to the heritage context shall be submitted to and approved in writing by the local planning authority:

- a. A bay study of the materials, cladding and glazing;
- b. The residential entrance (with canopy);
- c. Principle features on all facades;
- d. Balconies (including soffits and balustrades);
- e. Shopfronts and windows/glazing to the commercial and community uses;
- f. Typical window openings including surrounds;
- g. The parapets/roof edges at the top of the building;
- h. Any roof level structures including flues and lift overruns.

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

Reason: To ensure that the appearance of the building is suitable and it contributes to the character and appearance of the area in accordance with London Plan (2016) policies 7.4 'Local Character' and 7.6 'Architecture', and OPDC Regulation 19 Local Plan (2017) policy D4 'Well-Designed Buildings'.

12. External equipment

Prior to the commencement of above ground works details of any external equipment to be installed on the building including window cleaning equipment and mechanical plant 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 (2016) policy 7.6 'Architecture' and OPDC Regulation 19 Local Plan (2017) policy D4 'Well-Designed Buildings'.

13. Material samples and sample panels

Prior to the commencement of above ground works:

- a. Samples of all 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;

b. Sample panels shall be constructed on site to show the typical facades including glazing, cladding and frames where relevant, made available for inspection by the local planning authority and approved in writing.

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

Reason: To ensure that the appearance of the building is suitable and it contributes to the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policy D4 'Well Designed Buildings'.

14. Hard and soft landscaping

Prior to the commencement of above ground works a scheme of hard and soft landscaping for all private, public and communal amenity spaces on the site shall be submitted to and approved in writing by the local planning authority. The details submitted shall include:

- details of all materials and hard landscaping,
- details of street furniture,
- a planting schedule showing the number, size, species and location of trees and shrubs,
- details of biodiversity enhancements,
- details of levels,
- a maintenance and management plan.

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 first occupation of the development or practical completion of the development, whichever is the sooner. Any plants or trees 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', and OPDC Regulation 19 Local Plan (2017) policies D2 'Public realm' and EU2 'Urban Greening and Biodiversity'.

15. Noise assessment

Prior to the commencement of above ground works, a noise assessment shall be submitted to and approved in writing by the local planning authority. The assessment shall identify current and future 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 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 5dB(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. The development shall not be commenced until the noise assessment has been approved in writing by the local planning authority. The attenuation

measures shall be provided in full accordance with the proposed details before any of the residential units 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' and OPDC Regulation 19 Local Plan (2017) policy EU5 'Noise and Vibration'.

16. Drainage strategy

Prior to the commencement of above ground works, a revised drainage strategy shall be submitted to and approved in writing by the local planning authority. The strategy shall investigate measures for attenuating surface water to greenfield run-off rates including permeable paving and green/brown/blue roofs as appropriate and shall show how the proposals have been prepared in combination with the proposed landscaping of the site. The approved measures shall be implemented in full before the development is first brought into use and the development shall only be carried out in accordance with the approved details.

Reason: To minimise the risk of surface water flooding in the vicinity of the site in accordance with London Plan (2016) policy 5.13 'Sustainable Drainage' and OPDC Regulation 19 Local Plan (2017) policy EU3 'Water'.

17. Energy strategy

Notwithstanding the submitted details and prior to the commencement of above ground 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 strategy shall clarify whether air conditioning is required to the place of worship and how this will be achieved in an energy efficient manner. 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 19 Local Plan (2017) policy EU9 'Minimising Carbon Emissions and Overheating'.

PRIOR TO OCCUPATION CONDITIONS

18. Antennae/satellite dishes

Prior to the first occupation of any of the units hereby approved details to show appropriate locations for communal antennae and satellite dishes that can be used by occupants of the development shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policies D4 'Well-Designed Buildings'.

19. Lighting strategy

Prior to the building being brought into use a lighting strategy to address all external lighting across the development shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policies D4 'Well-Designed Buildings' and D6 'Amenity'.

20. Public management and maintenance plan

Prior to the building being brought into use a public management and maintenance plan to explain how the proposed area of public realm will be made available for public use and how it will be adequately maintained in perpetuity shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area and to deliver permanent pedestrian access through the site in accordance with London Plan (2016) policy 7.5 'Public realm' and OPDC Regulation 19 Local Plan (2017) policy D2 'Public Realm'.

21. Delivery and Servicing Plan

Prior to the building being first brought into use, 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;
- the intended routing of vehicles;
- how vehicles will be prohibited from parking on-site;
- how the design of the public realm will clarify that pedestrians have priority; and
- how vehicle speeds will be kept to a maximum of 5mph.

The development shall not be brought into use until the Plan has been approved in writing and the Plan shall be adhered to thereafter.

Reason: In the interests of highway safety, 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', and OPDC Regulation 19 Local Plan (2017) policy T7 'Freight, servicing and deliveries'.

22. Cycle storage

Prior to the first occupation of the development details of the proposed cycle storage shall be submitted to and approved in writing by the local planning authority. The details shall demonstrate compliance with the London Cycling Design Standards. The cycle storage shall be constructed and fully fitted out for use as secured cycle storage in accordance with the approved details before the building is brought into use. The cycle storage shall be made available at all times to everyone using the development and not used for any other purpose.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2016) policy 6.9 'Cycling' and OPDC Regulation 19 Local Plan (2017) policy T3 'Cycling'.

23. Car parking management plan

Prior to the first occupation of the development a car parking management plan shall be submitted to and approved in writing by the local planning authority. The car parking management plan shall provide details of:

- how demand for the 8 no. blue badge parking spaces will be managed,
- how the spaces will be allocated
- how the car lift will be maintained in good working order at all times.

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

Reason: To provide suitable access for disabled persons in accordance with London Plan (2016) policy 3.8 'Housing Choice' and OPDC Regulation 19 Local Plan (2017) policy D3 'Accessible and Inclusive Design'.

24. Microclimate

Prior to the development being brought into use details of wind microclimate mitigation measures shall be submitted to and approved in writing by the local planning authority. The mitigation measures shall be installed in full before the building is brought into use and thereafter maintained in accordance with the approved details.

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' and OPDC Regulation 19 Local Plan (2017) policy D6 'Amenity'.

25. Internal noise levels

Prior to occupation of any of the residential units hereby approved the results of a test carried out in accordance with BS8233:2014 'Guidance on sound insulation and noise reduction for buildings' to confirm that the following internal noise levels have been achieved shall be submitted to and approved in writing by the Local Planning Authority.:

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

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes' and OPDC Regulation 19 Local Plan (2017) policy EU5 'Noise and Vibration'.

26. Ventilation/extraction system

There shall be no primary cooking in any restaurant or café (Class A3) use until details of a ventilation/extraction system to serve the restaurant or café (Class A3) use have been submitted to and approved in writing by the local planning authority. The approved system shall be installed in full accordance with the approved details before any of the units are brought into use and maintained thereafter.

Reason: To prevent nuisance from cooking smells for people using neighbouring properties in accordance with London Plan (2016) policy 7.14 'Improving Air Quality' and OPDC Regulation 19 Local Plan (2017) policy EU4 'Air Quality'.

27. Air quality (energy plant emissions standards, ventilation and gas boilers)

Prior to the building being brought into use, detailed information on the following issues shall be submitted to and approved in writing by the local planning authority and thereafter carried out in accordance with the approved details:

- a ventilation strategy;
- the Combined Heat and Power units, abatement technologies and boilers installed to demonstrate compliance with the emissions standards set out within the agreed Low Emission Strategy. Where any combustion plant does not meet the relevant standard it should not be operated without the fitting of suitable NOx abatement equipment or technology (evidence of installation shall be provided);
- gas fired boilers to be provided for space heating and domestic hot water which shall have dry NOx emissions not exceeding 40 mg/kWh (at 0% O₂). Where any installations do not meet this emissions standard it should not be operated without the fitting of suitable NOx abatement equipment or technology as determined by a specialist to ensure comparable emissions. Following installation, emissions certificates will need to be provided to the local planning authority to verify boiler emissions.

The maintenance and cleaning of the ventilation systems shall be undertaken regularly in accordance with manufacturer specifications and shall be the responsibility of the primary owner of the building. All approved details shall be fully implemented prior to the occupation/use of the development and thereafter permanently retained and maintained in good working order.

Reason: To ensure the development contributes to improvements in air quality in accordance with London Plan (2016) policy 7.14 'Improving Air Quality' and OPDC Regulation 19 Local Plan (2017) policy EU4 'Air Quality'.

COMPLIANCE CONDITIONS

28. Accessibility

All units indicated on the approved drawings as being suitable for wheelchair users (WCH) shall be compliant with part M4 category 3 of the Building Regulations. All other units shall be compliant with part M4 category 2 of the Building Regulations.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2016) policy 3.8 'Housing Choice' and OPDC Regulation 19 Local Plan (2017) policy D3 'Accessible and Inclusive Design'.

29. Outward opening doors

All external ground level doors and gates facing Harrow Road 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 19 Local Plan (2017) policy T1 'Roads and Streets'.

30. **Noisy working hours**

You must carry out any building work which can be heard at the boundary of the site only 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 19 Local Plan (2017) policy EU5 'Noise and Vibration'.

31. **Electric Vehicle Charging Points**

All of the car parking spaces in the basement of the building shall be provided with an electric vehicle charging point (EVCP) before any of the residential units are first 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 19 Local Plan (2017) policy T4 'Parking'.

32. **Waste and recycling storage**

The waste and recycling storage and collection facilities shown on the approved plans shall be provided in accordance with the approved plans prior to the building being brought into use. The waste and recycling storage and collection facilities shall be made available at all times and shall not be used for any other purpose.

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' and OPDC Regulation 19 Local Plan (2017) policy EU6 'Waste'.

33. **Water usage**

The development hereby approved shall fully comply with the optional requirements set out in paragraph (2)(b) of Requirement G2 of the Building Regulations 2010, as amended, to ensure that mains water consumption would meet a target of 105 litres or less per head per day, excluding an allowance of 5 litres or less per head per day for external water consumption.

Reason: To ensure appropriate levels of water efficiency within the development in accordance with the London Plan (2016) policy 5.15 'Water use and supplies' and OPDC Regulation 19 Local Plan (2017) policy EU3 'Water'.

Recommended informatives

1. The written scheme of investigation required by Condition 9 will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

2. 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. Application forms should be completed online via www.thameswater.co.uk/wastewaterquality.
3. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
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 6.
5. Thames Water requests that the Applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surge to ground level during storm conditions.
6. There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
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. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Notice to the OPDC at planningapplications@opdc.london.gov.uk.
8. 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>.
9. The applicant is advised that prior to making a submission in relation to condition 13, requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
10. The applicant is advised that the London Fire Brigade promotes the installation of sprinkler suppression systems, as there is clear evidence that they are effective in suppressing and extinguishing fires; they can help reduce the numbers of deaths and injuries from fire, and the risk to firefighters.

Proactive and Positive Statement

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

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

Dated this: XXX

C O'Brien

Claire O'Brien

Interim Assistant Director, Planning
Old Oak and Park Royal Development Corporation

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).

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 Habitable Rooms Schedule and the remaining paragraphs of this Schedule provided that:-
- 1.1.1 no less than the On-Site Affordable Housing Base Provision shall be provided as part of the Development on the Site; and
- 1.1.2 the maximum total of the On-Site Affordable Housing Base Provision and any Affordable Housing Contribution payable pursuant to Schedule 4 shall not exceed the equivalent value of the Cap (based on the assumption that the Affordable Housing has been/would have been provided with an appropriate tenure split of 30 per cent (30%) London Affordable Rent Housing, 30 per cent (30%) London Living Rent Housing and 40 per cent (40%) Shared Ownership Housing).

2. ON-SITE AFFORDABLE HOUSING PROVISION

- 2.1 The Developer shall not 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 (100%) equity in respect of a particular Shared Ownership Housing Unit; or
- 2.2 The London Living Rent Housing Units shall not be occupied for any purpose other than for:
- 2.2.1 London Living Rent Housing; or
- 2.2.2 in the event that the occupier of a London Living Rent Housing Unit has purchased a share of the equity in their London Living Rent Housing Unit on shared ownership terms as Shared Ownership Housing
- for the lifetime of the Development save where a Shared Ownership Lessee has staircased up to 100 per cent equity in respect of a particular Shared Ownership Housing Unit.
- 2.3 The Developer shall:-
- 2.3.1 ensure that at least 10 per cent (10%) of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- 2.3.2 provide details (including 1:50 floor plans) of the proposed wheelchair accessible Affordable Housing Units to OPDC for approval prior to the Commencement of Development; and
- 2.3.3 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.
- 2.4 The Developer shall ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards.
- 2.5 The Developer shall prior to first Occupation of more than 75 per cent (75%) of the Private Residential Units:-
- 2.5.1 Practically Complete the Affordable Housing Units and make them available for Occupation;

- 2.5.2 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 sub-paragraphs 2.5.3 and 2.5.4 below;
- 2.5.3 enter into an LBHF Rent and Nominations Agreement to provide LBHF with nomination rights in respect of 50 per cent (50%) of the Affordable Housing Units for the life of the Development;
- 2.5.4 enter into a LBB Rent and Nominations Agreement to provide LBB with nomination rights in respect of fifty per cent (50%) of the Affordable Housing Units for the life of the Development; and
- 2.5.5 not first Occupy more than 75 per cent (75%) of the Private Residential Units until the requirements of paragraph 2.5 have been satisfied in full.

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

2.6.1 provide the Shared Ownership Housing Units in the locations shown on Plan 7;

2.6.2 provide the London Living Rent Housing Units in the locations shown on Plan 3.

2.7 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	3
2 bed, 3 person	7
2 bed, 4 person	6

2.8 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 (100%) equity.

2.9 The London Living Rent Housing Units shall be provided in accordance with the following unit size mix:-

Unit Size	Number of Units
2 bed, 3 person	1
2 bed, 4 person	5
3 bed, 4 person	2
3 bed, 5 person	4

3. EXCLUSION OF LIABILITY

3.1 The obligations and restrictions contained in paragraph 2 of this Schedule shall not bind:-

- 3.1.1 a Chargee or Receiver of the whole or any part of the Affordable Housing and/or Additional Affordable Housing (if applicable) who has provided loan facilities to the Developer or any persons or bodies deriving title through such Chargee or Receiver provided that they have first complied with the provisions of paragraphs 3.2.1 and 3.2.2 below;

- 3.1.2 any RTA Purchaser;
 - 3.1.3 any mortgagee or chargee of a Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a Shared Ownership Lease;
 - 3.1.4 any person or body deriving title through or from any of the parties mentioned in paragraphs 3.1.1 to 3.1.3; or
 - 3.1.5 any Shared Ownership Housing Unit where the Shared Ownership Lessee has acquired 100 per cent (100%) of the equity in such unit through Staircasing.
- 3.2 Any Chargee or Receiver claiming protection granted by paragraph 3.1 must first:-
- 3.2.1 give written notice to OPDC of its intention to dispose of the Affordable Housing and/or Additional Affordable Housing (if applicable) and give OPDC the option to:
 - (a) purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) from the Chargee or Receiver; or
 - (b) nominate another Registered Provider to purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable); or
 - (c) make other arrangements for the transfer of the relevant Affordable Housing and/or Additional Affordable Housing (as applicable) so as to safeguard their use as Affordable Housing

for a period commencing on the date OPDC receives the notice from the Chargee or Receiver and ending three months after the date of receipt of the notice (the "**Notice Period**") and in the event that OPDC or its nominated Registered Provider or purchaser gives notice to the Chargee or Receiver that it wishes to purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) within the Notice Period it shall be entitled to purchase the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) within a period of not less than three months from the date of informing the Chargee or Receiver of its intention to proceed with the purchase; and
 - 3.2.2 if such disposal has not yet completed within the timescales specified in paragraph 3.2.1 above, the Chargee or Receiver shall be entitled to dispose of the Affordable Housing and/or Additional Affordable Housing (if applicable) free from the affordable housing provisions of this Deed which provisions shall determine absolutely.
- 3.3 The price payable by OPDC (or its nominated Registered Provider) for the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) pursuant to paragraph 3.2.1 shall be that reasonably obtainable in the circumstances for the Affordable Housing and/or Additional Affordable Housing (if applicable) subject to the restrictions as to the use of the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) contained within this Schedule 3 but in no circumstances shall the consideration be less than all sums due to the Chargee pursuant to the terms of the relevant mortgage or charge or other relevant security documentation including all interest and reasonable legal and administrative fees, costs and expenses PROVIDED THAT the sums secured against the relevant Affordable Housing and/or Additional Affordable Housing (if applicable) shall be no more than market value subject to tenancy.
- 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 and/or Additional Affordable Housing (if applicable) but in the event of failure to agree the purchase price the matter shall be determined by an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area and will be appointed by agreement between the parties or failing such agreement and upon application by either party by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Affordable Housing and/or Additional Affordable Housing (if applicable) by this Deed.

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)

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		Closet 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:

If offer is being refused, this box is to be completed by the applicant giving reasons for refusing the property.

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.

Signed:

Date:

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.....

SCHEDULE 4

VIABILITY REVIEW

1. SUBSTANTIAL IMPLEMENTATION REVIEW TRIGGER

- 1.1 Where Substantial Implementation has not occurred before the Substantial Implementation Assessment Trigger Date the Developer will carry out and submit a Revised Viability Assessment 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:
 - 1.3.1 OPDC shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - 1.3.2 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;
 - 1.3.3 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 10 Working Days of the inspection date (or such other date agreed with the Developer) as to whether or not OPDC considers that the works undertaken amount to Substantial Implementation.
- 1.5 In the event that OPDC:
 - 1.5.1 Fails to comply with either of its obligations in paragraph 1.4; or
 - 1.5.2 confirms in writing in accordance with paragraph 1.4 that Substantial Implementation has not occurredthen 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.
- 1.6 In the event that:
 - 1.6.1 the Developer has not notified OPDC of Substantial Implementation pursuant to paragraph 1.2 prior to the Substantial Implementation Assessment Trigger Date; or
 - 1.6.2 the Developer has notified OPDC of Substantial Implementation pursuant to paragraph 1.2 prior to the Substantial Implementation Assessment Trigger Date and following receipt of that notice OPDC notifies the Developer that it considers that the works undertaken do not amount to Substantial Implementation in accordance with paragraph 1.4; and either
 - (a) the Developer does not refer the matter to dispute resolution in accordance with paragraph 1.5.2(b); or

- (b) the Developer does refer the matter to dispute resolution in accordance with paragraph 1.5.2(b) and the Expert determines that the works undertaken do not amount to Substantial Implementation

the Developer will carry out a Revised Viability Assessment on the date on which Substantial Implementation is achieved in accordance with the provisions of this Schedule.

2. SALES ASSESSMENT TRIGGER

- 2.1 The Developer will carry out a Revised Viability Assessment from the Sales Assessment Trigger Date in accordance with the provisions of this Schedule.
- 2.2 The Developer shall not Occupy more than 42 Private Residential Units unless and until the Revised Viability Assessment Review following the Sales Assessment Trigger Date has been completed and agreed (or determined) in accordance with the following provisions of this Schedule, unless OPDC agrees otherwise.

3. REVISED VIABILITY ASSESSMENT

- 3.1 The inputs shown on any Revised Viability Assessment shall be calculated:
 - 3.1.1 in relation to a Revised Viability Assessment required to be submitted pursuant to paragraph 1.6, as at the date of Substantial Implementation;
 - 3.1.2 In relation to a Revised Viability Assessment submitted following the Sales Assessment Trigger Date, as at the Sales Assessment Trigger Date.
- 3.2 In the event that the Developer is required to submit a Revised Viability Assessment pursuant to paragraph 1.6 above, such Revised Viability Assessment shall be submitted 20 Working Days after OPDC confirms or the Expert determines (as the case may be) in accordance with paragraph 1 that Substantial Implementation has occurred.
- 3.3 The Developer will submit a Revised Viability Assessment within 20 Working Days after the Sales Assessment Trigger Date.

4. PROPOSALS FOR APPLICATION OF ANY SURPLUS

- 4.1 The Owners will submit to OPDC together with a Revised Viability Assessment:
 - 4.1.1 a written statement confirming:
 - (a) whether a Surplus has arisen; and if so
 - (b) the value of any Surplus;
- 4.2 Where there is a Surplus but such a Surplus:
 - 4.2.1 is insufficient to provide any units of Additional Affordable Housing; or
 - 4.2.2 cannot deliver a complete number of units of Additional Affordable Housing,
 - the written statement provided in accordance with paragraph 4.1.1 will contain the value of the Surplus which is to be paid by way of an Affordable Housing Contribution; and
- 4.3 Where there is a Surplus which is sufficient to provide Additional Affordable Housing Units the written statement provided in accordance with paragraph 4.1.1 shall be accompanied by an Additional Affordable Housing Scheme for the written approval of the OPDC.
- 4.4 The Developer will not first Occupy more than 42 of the Private Residential Units until the requirements of paragraph 4.1 to 4.3 have been satisfied in full.

- 4.5 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 Viability Consultant to carry out the Revised Viability Assessment Review.

5. REVISED VIABILITY ASSESSMENT REVIEW

- 5.1 OPDC will commission an independent review of any Revised Viability Assessment it receives provided always that the OPDC will appoint its Viability Consultant on terms that the Viability Consultant must report to the OPDC within 30 Working Days after the date of appointment with reasonable terms to incentivise the meeting of this deadline, but for the avoidance of doubt failure on the part of the Viability Consultant to meet this deadline will not affect the Revised Viability Assessment Review and the steps set out at 5.2 and 5.3 below will always be followed when the Viability Consultant submits the relevant report.
- 5.2 OPDC will notify the Developer in writing when OPDC's Viability Consultant has completed a Revised Viability Assessment Review and provide a copy of the relevant report of OPDC's Viability Consultant to the Developer within 5 Working Days of receipt of the report.
- 5.3 The Developer will pay to OPDC the costs of OPDC's Viability Consultant which are reasonably and properly incurred on the Revised Viability Assessment Review within 20 Working Days of receipt of the report.
- 5.4 The OPDC will notify the Developer in writing of its intended decision as to whether there is a positive Surplus and whether any Additional Affordable Housing is required.
- 5.5 Where the OPDC assessment concludes that Additional Affordable Housing is required and the amount required is more than the Developer's Revised Viability Assessment submitted pursuant to paragraph 4.1 the Developer shall provide a further Additional Affordable Housing Scheme to the OPDC for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the OPDC's notice pursuant to paragraph 5.4 above.
- 5.6 The Developer shall not Occupy or permit or suffer Occupation of any of the Private Residential Units that may be required in order to meet the requirements of the Additional Affordable Housing Scheme until the Additional Affordable Housing Scheme submitted pursuant to paragraph 4.1 or paragraph 5.5 above has been approved by the OPDC.

6. CALCULATION OF ANY SURPLUS, ADDITIONAL AFFORDABLE HOUSING UNITS AND AFFORDABLE HOUSING CONTRIBUTION

- 6.1 The Surplus for Additional Affordable Housing Units and/or the Affordable Housing Contribution arising from a Revised Viability Assessment associated with the Substantial Implementation Assessment Trigger Date (if applicable) will be calculated in accordance with the following formula:

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

X = Surplus profit available for Additional Affordable Housing Units and/or an Affordable Housing Contribution (£)

A = Estimated GDV of development as determined at the time of review (£)

B = £ 46,614,476 = Breakeven GDV of development as determined at the grant of Planning Permission (the GDV required to achieve the Benchmark Land Value) (£)

C = Estimated Build Costs at time of review (£)

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

P = A * Y – B * Y; Developer profit on change in GDV (£)

Y = Developer profit as a three-way profit split based on the percentages of GDV as defined in "Allowable Developer Profit" (%)

- 6.2 The Surplus for Additional Affordable Housing Units and/or the Affordable Housing Contribution arising from a Revised Viability Assessment associated with the Sales Assessment Trigger Date will be calculated in accordance with the following formula:

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

X = Surplus profit available for Additional Affordable Housing Units and/or an Affordable Housing Contribution (£)

A = GDV achieved on sale of 75 per cent of residential units and GDV from other parts of the development sold / let and other income receipts (£)

B = Estimated GDV for parts of the development that are yet to be sold/ let and other income sources (£)

C = Breakeven GDV determined as part of the assessment of viability at the time planning permission was granted (or as determined in previous review) (£)

D = Build Costs incurred at the time of review (£)

E = Estimated Build Costs for remainder of the development (£)

F = Total build costs determined as part of the assessment of viability at the time planning permission was granted (or as determined in previous review) (£)

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

Y = Developer profit as a three-way profit split based on the percentages of GDV as defined in "Allowable Developer Profit"

- 6.3 In the event that the Surplus calculated under any review pursuant to paragraph 6.1 or 6.2 is a positive figure then the quantum of Additional Affordable Housing Units shall be calculated using the following formula:

X = Additional London Affordable Rent Housing requirement (habitable rooms)

$$X = ((F * 0.3) \div (A - B)) \div E$$

Y = Additional London Living Rent Housing requirement (habitable rooms)

$$Y = ((F * 0.3) \div (A - C)) \div E$$

Z = Additional Shared Ownership Housing requirement (habitable rooms)

$$Z = ((F * 0.4) \div (A - D)) \div E$$

A = Average value of market housing per m² (£)

B = Average value of London Affordable Rent housing per m² (£)

C = Average value of London Living Rent housing per m² (£)

D = Average value of Shared Ownership housing per m² (£)

E = Average habitable room size for scheme (m²)

F = Affordable Housing Contribution

- 6.4 In the event that the Surplus calculated under any review pursuant to paragraph 6.1 is a positive figure and that figure is sufficient to provide Additional Affordable Housing Units then Additional Affordable Housing Units shall be required and provided in accordance with the approved

Additional Affordable Housing Scheme submitted in accordance with paragraph 4.1 or where applicable 5.5.

6.5 In the event that the Surplus calculated under any review pursuant to paragraph 6.3 is a positive figure but

6.5.1 the positive figure is insufficient to provide any Additional Affordable Housing Units; or

6.5.2 the positive figure cannot deliver a complete number of units of Additional Affordable Housing Units

then in either scenario any such Surplus attributable to any incomplete units of Additional Affordable Housing Units shall be payable to OPDC as a financial contribution towards offsite Affordable Housing.

6.6 In the event that the Surplus calculated under any review pursuant to paragraphs 6.1 or 6.2 is a negative figure (i.e. a deficit) then no Additional Affordable Housing Units will be required and 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 planning obligations within this Deed as a result of such review.

6.7 OPDC and the Developer will use reasonable endeavours to agree the conclusions of the Revised Viability Assessment Review as set out in the Viability Consultant's report including where applicable the level of Affordable Housing Contribution and/or the number of Private Residential Units that are proposed to become Additional Affordable Housing Units within 20 Working Days following receipt of OPDC's Viability Consultant's final report.

6.8 OPDC or the Developer may refer the matter to dispute resolution pursuant to clause 19 of this Deed to determine the provision of Additional Affordable Housing Units and/or the value of any Affordable Housing Contribution if no agreement has been reached in accordance with paragraph 6.7 of this Schedule.

7. PAYMENT OF AFFORDABLE HOUSING CONTRIBUTION AND/OR PROVISION OF ADDITIONAL AFFORDABLE HOUSING UNITS

7.1 Where pursuant to a Revised Viability Assessment undertaken pursuant to paragraph 5 of this Schedule 4 there is a Surplus, the Developer shall (unless otherwise agreed with the OPDC):

7.1.1 pay to OPDC the value of any Affordable Housing Contribution which has been agreed pursuant to paragraph 6.7 or determined pursuant to paragraph 6.8 within 10 Working Days of such agreement or determination and in any event prior to the Occupation of more than 28 of the Private Residential Units

and prior to the Occupation of more than 42 of the Private Residential Units shall:

7.1.2 make any amendments to the Development required to accommodate any Additional Affordable Housing Units which has been agreed pursuant to paragraph 6.7 or determined pursuant to paragraph 6.8 and seek any necessary variation to the Planning Permission and / or any details approved pursuant to conditions imposed thereon;

7.1.3 Practically Complete any Additional Affordable Housing Units and make this available for Occupation and:

(a) dispose of the Additional 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 enter into a LBHF Rent and Nominations Agreement and LBB Rent and Nomination Agreement to provide the Boroughs with nomination rights in equal shares in respect of the Additional Affordable Housing Units

or, in the event that the Developer is a Registered Provider:

- (b) enter into a LBHF Rent and Nominations Agreement and LBB Rent and Nominations Agreement to provide the Boroughs with nomination rights in equal shares in respect of the Additional Affordable Housing Units.

7.2 Where pursuant to a Revised Viability Assessment undertaken pursuant to paragraph 4 (Sales Assessment Trigger) there is a Surplus, the Developer shall (unless otherwise agreed with the OPDC):

- 7.2.1 pay to OPDC the value of any Affordable Housing Contribution which has been agreed pursuant to paragraph 6.7 or determined pursuant to paragraph 6.8 within 10 Working Days of such agreement or determination and in any event prior to the Occupation of more than 42 of the Private Residential Units

and Prior to the Occupation of more than 42 of the Private Residential Units shall:

- 7.2.2 make any amendments to the Development required to accommodate any Additional Affordable Housing Units which have been agreed pursuant to paragraph 6.7 or determined pursuant to paragraph 6.8 and seek any necessary variation to the Planning Permission and / or any details approved pursuant to conditions imposed thereon;

- 7.2.3 Practically Complete any Additional Affordable Housing Units and make this available for Occupation and:

- (a) dispose of the Additional 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 enter into a LBHF Rent and Nominations Agreement and LBB Rent and Nominations Agreement to provide the Boroughs with nomination rights in equal shares in respect of the Additional Affordable Housing Units

or, in the event the Developer is a Registered Provider:

- (b) enter into a Rent and Nominations Agreement to provide LBB and LBHF with nomination rights in equal shares in respect of the Additional Affordable Housing Units.

7.3 The Developer shall not Occupy any Additional Affordable Housing Units provided pursuant to this Schedule for any purpose other than London Affordable Rent Housing, London Living Rent Housing or Shared Ownership Housing (as the case may be) 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.

7.4 The exclusion of liability provisions set out in paragraph 3 of Schedule 3 shall apply to any Additional Affordable Housing Units as the same provisions apply to Affordable Housing Units.

7.5 The provisions of this Schedule are subject to the proviso that any Affordable Housing Contribution and / or the value of any Affordable Housing Units and/or the value of any Additional Affordable Housing Units provided by the Developer shall never exceed the Cap individually or in aggregate (and for the avoidance of doubt in aggregate shall mean the Affordable Housing Units and/or any Affordable Housing Contribution payable and / or the value of any Additional Affordable Housing Units provided as the case may be following Revised Viability Assessments submitted following the Substantial Implementation Assessment Trigger Date and the Sales Assessment Trigger Date).

SCHEDULE 5

HIGHWAYS AND TRANSPORT

1. HIGHWAY WORKS

1.1 The Developer shall:

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

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

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

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

1.2.2 a proposed programme for the Highway Works referred to in paragraph 1.2.1.

1.3 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 the OPDC together with the following information for written approval:

1.3.1 a further Schedule of Highway Condition;

1.3.2 a proposed specification for the Highway Works in respect of the repair and reinstatement works to the Highway Reinstatement Area; and

1.3.3 a proposed programme for the Highway Works referred to in paragraph 1.3.2.

1.4 Following written approval of the information submitted for approval in accordance with paragraph 1.2 by the OPDC, the Developer shall:

1.4.1 unless otherwise agreed with the OPDC, enter into a Highway Agreement(s) with the Highway Authorities in respect of the Highway Works; and

1.4.2 thereafter carry out the Highway Works in accordance with the Highway Agreement(s).

1.5 Unless otherwise agreed with the OPDC the Developer shall not permit any Occupation of Residential Units, Commercial Floorspace or Community Facilities after Practical Completion of the Development until:

(a) the information submitted for approval in accordance with paragraph 1.2 have been approved in writing by the OPDC;

(b) the Developer has entered into a Highway Agreement(s) in respect of the approved Highway Works in accordance with paragraph 1.4; and

(c) the Developer has Practically Completed the Highway Works in accordance with the Highway Agreement(s).

1.6 The Developer shall consult with the Highway Authorities in respect of the approval of the information required to be submitted pursuant to paragraphs 1.1 and 1.2 and shall provide details of LBHF's and LBB's responses to the OPDC when submitting those details for approval.

2. TRANSPORT ACCESSIBILITY CONTRIBUTION

2.1 The Developer shall:-

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

3. BUS CONTRIBUTION

3.1 The Developer shall:-

- 3.1.1 pay the Bus Contribution to OPDC prior to the Commencement of Development; and
- 3.1.2 not Commence any part of the Development until the Bus Contribution has been paid in full to OPDC.

SCHEDULE 6

PUBLIC OPEN SPACE

1. PUBLIC OPEN SPACE CONTRIBUTION

1.1 The Developer shall:-

- 1.1.1 pay the Public Open Space Contribution to OPDC prior to the Commencement of Development; and
- 1.1.2 not Commence any part of the Development until the Public Open Space Contribution has been paid in full to OPDC;

2. PROVISION OF PUBLIC OPEN SPACE AND PLAYSACE

2.1 The Developer shall Practically Complete and provide the Public Open Space in accordance with the Public Open Space Plan prior to the first Occupation of the Development.

2.2 Subject to paragraph 2.3, 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.

2.3 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:-

- 2.3.1 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;
- 2.3.2 works of maintenance, repair, cleaning, renewal or resurfacing need to be carried out; or
- 2.3.3 OPDC and the Developer agree in writing 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.

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 Residents to notify him of the existence of the Car Club and to offer three years' 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 three years.
- 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 It is hereby agreed that the Developer shall only be required to offer to pay for three years' membership of the Car Club for up to two first Residents per Residential Unit.
- 1.5 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. CONTROLLED PARKING ZONES – RESTRICTIONS ON TITLE

- 2.1 The Developer shall not Occupy nor allow or suffer any part of the Development to be Occupied unless and until the Developer has informed the intended Occupier of the Development or relevant part thereof by notice in writing:
 - 2.1.1 that the Development is a Car-Free Housing Scheme; and
 - 2.1.2 that (save for any Blue Badge Holders) intended Occupiers of the Development (or any person having any connection whatsoever or relationship with any such Occupier whether contractual, personal or otherwise and who is resident at the Development) shall not be entitled to any form of permit from the LBHF or LBE or LBB which would allow them to park any motor vehicle within a CPZ.
- 2.2 The Developer will forthwith confirm in writing to the OPDC that it has made notification in accordance with paragraphs 2.1 above.
- 2.3 The Developer for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Developer to a parking permit in the CPZ.
- 2.4 The Developer for itself and its successors in title (other than Blue Badge Holders) hereby covenants not to lease or transfer the whole or any part of the Site unless he has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Site covenants not to apply to the LBHF, LBE or LBB for a parking permit for a CPZ.
- 2.5 The Developer hereby covenants for itself and its successors in title not to transfer its interest in the Site or grant a leasehold interest in the Site or any part thereof (other than a leasehold interest in an individual Residential Unit, Commercial Unit or Community Facility or to a service supplier) unless the transferee or lessee as the case may be enters into a deed of covenant (the "**Deed of Covenant**") with the OPDC in which the transferee or lessee as the case may be gives covenants to the OPDC identical to the covenants within this paragraph 2.5.

- 2.6 The Deed of Covenant shall be in substantially the same form as the draft deed of covenant appearing at Schedule 16, subject to amendments as may be agreed by the parties acting reasonably.
- 2.7 The Developer shall not Implement the Development or any part thereof until it has entered a restriction on its interest(s) in the Site prohibiting registration of any disposition of said registered estate(s) without a certificate signed by OPDC that the provisions of paragraph 2.4 above have been complied with (the "**Restriction**").
- 2.8 The Restriction shall be in the same form as the restriction appearing at Schedule 16.
3. **CONTROLLED PARKING ZONES – UNDERTAKINGS TO THE BOROUGHES**
- 3.1 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 LBB and LBHF (the "**Undertaking**") and the OPDC has approved such Undertakings in writing.
- 3.2 The Undertakings shall be in substantially the same form as the draft undertaking appearing at Schedule 17 of this Deed, subject to such reasonable amendments as may be required by the Boroughs.
- 3.3 The Developer and the OPDC shall use reasonable endeavours to agree the form of the Undertakings with the Boroughs within one month of the date of this Deed and in any event as soon as reasonably practicable after the date of this Deed.
- 3.4 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 the Boroughs for any Residential Unit.
- 3.5 Upon receiving written request from the OPDC, the Developer shall provide the OPDC with such evidence as the OPDC may reasonably require to demonstrate that the Developer is complying with the requirements of the Undertakings and this paragraph 3.

SCHEDULE 8

FRAMEWORK TRAVEL PLAN

1. SUBMISSION OF FRAMEWORK TRAVEL PLAN

1.1 The Developer shall:-

- 1.1.1 submit a Framework Travel Plan to OPDC for approval prior to first Occupation of the Development;
- 1.1.2 not first Occupy the Development until the Framework Travel Plan has been approved by OPDC in writing; and
- 1.1.3 thereafter implement, comply with and procure compliance with the approved Framework Travel Plan for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the 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:-

- 2.1.1 a specimen welcome pack for all Occupiers of the Residential Units and for commercial tenants and employees customers and visitors;
- 2.1.2 explore initiatives to promote cycling and walking;
- 2.1.3 include proposals for providing and promoting public transport information (for example, maps, routes and timetables); and
- 2.1.4 provide objectives and targets over the life of the Framework Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
- 2.1.5 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:-

- 4.1.1 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the first anniversary of first Occupation of the Development;
- 4.1.2 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the third anniversary of first Occupation of the Development; and

- 4.1.3 pay £1,000 (one thousand pounds) (Index Linked) to OPDC prior to the fifth anniversary of first Occupation of the Development,
- each contribution being towards OPDC's costs involved in monitoring compliance with the Framework Travel Plan.

SCHEDULE 9

EDUCATION

1. EDUCATION CONTRIBUTION

1.1 The Developer shall:-

- 1.1.1** pay the Education Contribution to OPDC prior to the Commencement of Development;
and
- 1.1.2** not Commence any part of the Development until the Education Contribution has been
paid in full to OPDC for the Education Contribution Purpose.

SCHEDULE 10

HEALTHCARE

1. HEALTHCARE CONTRIBUTION

1.1 The Developer shall:-

- 1.1.1** pay the Healthcare Contribution to OPDC prior to the Commencement of Development;
and
- 1.1.2** not Commence any part of the Development until the Healthcare Contribution has been
paid in full to OPDC for the Healthcare Contribution Purpose.

SCHEDULE 11

TRAINING AND SKILLS

1. JOBS AND EMPLOYMENT STRATEGY

1.1 The Developer shall:

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

2. LOCAL LABOUR

The Developer shall use reasonable endeavours to ensure that not less than 15% of the jobs required during the Construction Period are filled by Local Residents.

3. LOCAL PROCUREMENT

3.1 The Developer shall no later than three months prior to the Commencement of Development provide the OPDC with a schedule of the construction contracts and suppliers required during the Construction Period, such schedule to:

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

3.2 The Developer shall use reasonable endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 20% of the total value of the goods and services procured.

3.3 The Developer shall report the value of all orders placed with Local Businesses to the OPDC on the completion of the tendering stage for construction of the Development.

3.4 The Developer shall upon written request provide the 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 7 (seven) 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:-

- 4.2.1 a Local Resident;
- 4.2.2 employed for a period of not less than 52 weeks and paid at a rate of not less than the London Living Wage and if the period of employment of an apprentice overruns the expiration date of the relevant contract or sub-contract the Developer shall ensure the continuation of the relevant apprenticeship elsewhere on the Development;
- 4.2.3 supported through paid day release to undertake relevant training; and

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

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

SCHEDULE 12

ENERGY AND SUSTAINABILITY

1. BREEAM RATING

- 1.1 Prior to Commencement of Development to obtain a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Non-residential Floorspace with a target of achieving an "Excellent" rating and submit the same to the OPDC for approval.
- 1.2 The Developer shall not Commence Development until the report referred to in paragraph 1.1 has been approved in writing by the OPDC.
- 1.3 Prior to the first Occupation of the Non-residential Floorspace to obtain a post construction stage BREEAM review report completed by a licensed BREEAM assessor in respect of the Non-residential Floorspace confirming that the measures incorporated in the report referred to in paragraph 1.1 have been incorporated into the Non-residential Floorspace and confirming whether the Non-residential Floorspace has achieved the target of an "Excellent" rating and if not the reasons why it has not been possible to achieve an "Excellent" rating and to submit the same to the OPDC for approval.
- 1.4 Not to Occupy the Non-residential Floorspace until the report referred to in paragraph 1.3 has been approved in writing by the OPDC.
- 1.5 In the event that the report referred to in paragraph 1.3 fails to demonstrate to the OPDC's satisfaction that the BREEAM Excellent rating has been achieved the Developer shall within a period of no less than 20 Working Days either submit for the written approval of the OPDC the proposed Sustainability Compensatory Measures and thereafter implement the approved Sustainability Compensatory Measures, or (if and to the extent the OPDC agrees that it is impractical for any reason to implement such measures) pay to the OPDC the Sustainability Penalty.

2. DECENTRALISED ENERGY

- 2.1 The Developer covenants with the OPDC that the Development:
 - 2.1.1 will be designed and constructed to connect to or not prejudice the future connection to a District Heating Network; and
 - 2.1.2 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 in writing by OPDC prior to Commencement.
- 2.2 The Developer shall ensure that the Development is designed and constructed so that it is capable of being connected to a District Heating Network and such provision shall include:
 - 2.2.1 the installation of sufficiently sized external buried pipework at the time of available connection in positions agreed in writing with the OPDC to enable connection to a District Heating Network;
 - 2.2.2 the installation of pipework in the fabric of buildings necessary to connect to a District Heating Network;
 - 2.2.3 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; and
 - 2.2.4 provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

3. CARBON OFF-SET CONTRIBUTION

- 3.1 Prior to Practical Completion of the Development, the Developer will submit to the OPDC for written approval details of the consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.
- 3.2 Within 20 Working Days of first Occupation the Developer shall commission the CO² Audit and give written notification of such fact to the OPDC.
- 3.3 On completion of the CO² Audit the CO² Audit shall be submitted to the OPDC, and the Developer will pay the Carbon Offset Contribution within 10 Working Days of submission of the CO² Audit.

SCHEDULE 13

DESIGN MONITORING

1. DESIGN TEAM STATEMENT

- 1.1 The Developer shall not submit any of the following applications unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details ("the **Design Team Statement**"):

- 1.1.1 an application pursuant to conditions 11, 12, 13 and 14 of the Planning Permission;
- 1.1.2 an application for a S96A Amendment;
- 1.1.3 an application for a S73 Permission.

2. DESIGN MONITORING COSTS

- 2.1 If at any point the Architect is not retained to either prepare or oversee any design work required in relation to the applications set out at paragraph 1.1 above in order to ensure the design quality of the Development the Developer shall forthwith:

- 2.1.1 notify the OPDC of such non-retention in writing; and
- 2.1.2 subject to receipt from the OPDC of an invoice setting out a full breakdown of the relevant monitoring work, pay to the OPDC within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
 - (a) such costs may relate either to staff employed directly by the OPDC or third party consultants retained by the OPDC; and
 - (b) the OPDC may make more than one demand for payment of Design Monitoring Costs;

PROVIDED THAT the total amount payable to the OPDC in Design Monitoring Costs shall not exceed £50,000 (Index Linked)

- 2.2 The Developer shall not Occupy the Development or any part thereof if the OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 2.1 of this Schedule.

SCHEDULE 14

PROVISION OF THE COMMUNITY USE FACILITIES

1. DELIVERY OF THE COMMUNITY USES

- 1.1 Prior to Commencement of the Development the Developer shall submit to the OPDC the Community Facilities Specification for written approval.
- 1.2 The Community Facilities Specification shall provide for fit out of the Community Facilities so that they are ready for immediate occupation from the date of handover and shall include as a minimum details of utility connections, lighting, kitchen facilities, plumbing, toilet provision, raised flooring and decoration.
- 1.3 No part of the Development shall Commence until the OPDC has approved the Community Facilities Specification in writing.
- 1.4 No Residential Unit comprised within the Development shall be Occupied until the Community Facilities have been Practically Completed in accordance with the approved Community Facilities Specification and are available and ready for Occupation.

2. LETTING OF THE COMMUNITY FACILITIES

- 2.1 No later than 6 months prior to the anticipated date of Practical Completion of the Community Facilities or before the date 18 months after the Commencement of Development (whichever is sooner) the Developer must:-
 - 2.1.1 enter in to discussions with the Current Occupier to establish whether the Current Occupier intends to re-Occupy the Community Facilities; and
 - 2.1.2 issue the proposed Letting Terms to the Current Occupier.
- 2.2 If the Current Occupier intends to re-Occupy the Community Facilities the Developer shall use all reasonable endeavours to agree the Letting Terms with the Current Occupier (the "**Agreed Letting Terms**") prior to Practical Completion.
- 2.3 If paragraph 2.2 applies:
 - 2.3.1 the Developer shall provide regular updates being no less than monthly to OPDC on the negotiation of the Letting Terms and within 7 (seven) days of the Agreed Letting Terms being agreed with the Current Occupier provide a copy of the Agreed Letting Terms to the OPDC.
 - 2.3.2 if by the date of Practical Completion or such other period as may be agreed between the Developer and OPDC in writing following the issue of the Letting Terms:-
 - (a) the Developer and the Current Occupier have not been able to reach agreement on the Letting Terms; or
 - (b) the Current Occupier chooses not to re-Occupy the Community Facilities,
the Developer must:-
 - (c) provide evidence that it used all reasonable endeavours to reach agreement on the Letting Terms with the Current Occupier; and
 - (d) submit to OPDC for approval a Marketing Strategy.
- 2.4 The Marketing Strategy must provide for the period following Practical Completion and set out:-
 - 2.4.1 the rent level and any rent free periods, supported by comparables;

- 2.4.2 publications that the Development will use for advertising the Community Facilities and how regularly;
 - 2.4.3 targeted advertising to local community groups;
 - 2.4.4 the process for the agreement of the Letting Terms with any potential occupier; and
 - 2.4.5 timescales for marketing to be undertaken.
- 2.5 If in the event that paragraph 2.3.2(a) or 2.3.2(b) applies then the Community Facilities must be marketed in strict accordance with the Marketing Strategy unless otherwise agreed in writing with the OPDC.
- 2.6 Any letting or subsequent re-letting of the Community Facilities must be in accordance with the Letting Terms unless otherwise agreed in writing with OPDC.
- 3. RELOCATION OF THE CURRENT OCCUPIER**
- 3.1 Prior to the Commencement of Development, which for the purposes of this paragraph 3 of this Schedule only shall include Excluded Works, the Developer must submit to OPDC for written approval in conjunction with the Current Occupier a Temporary Relocation Strategy.
- 3.2 The Developer must comply with the Temporary Relocation Strategy as approved and use all reasonable endeavours to relocate the Current Occupier to Suitable Relocation Facilities prior to the Commencement of Development.
- 3.3 The Developer shall provide regular updates no less than monthly to OPDC on the relocation status of the Current Occupier until OPDC has confirmed that it is satisfied that Suitable Relocation Facilities have been identified, agreed and secured or at the Commencement of Development (whichever is sooner).
- 3.4 The Developer must notify OPDC if at the Commencement Date it has been unable to relocate the Current Occupier to Suitable Relocation Facilities providing evidence that it used all reasonable endeavours to do so.
- 3.5 If at any point during the Construction Period the Developer has not been able to provide Suitable Relocation Facilities and the Developer becomes aware of a Suitable Relocation Facility then it must notify the Current Occupier within 5 (five) Working Days of it becoming aware of such availability.
- 4. CASCADE TO OTHER D1 USES**
- If at the end of the period specified in the Marketing Strategy an occupier for the Community Facilities has not been identified then with the consent of OPDC (not to be unreasonably withheld) the Community Facilities may revert to any other use within Class D1 of the Town and Country Planning (Use Classes) Order 1987.

SCHEDULE 15
HABITABLE ROOM SCHEDULE

2 SCRUBS LANE
SCHEDULE OF RESIDENTIAL UNITS, SALES AREAS & HABITABLE ROOMS

Unit	Floor	# Beds	Hab Rooms	NSA sqm	NSA sqft	Tenure
201	2	2	3	70	753	LLR
202	2	3	5	91	980	LLR
203	2	3	5	91	980	LLR
204	2	2	3	70	753	LLR
301	3	2	3	70	753	LLR
302	3	3	5	91	980	LLR
303	3	3	5	91	980	LLR
304	3	2	3	70	753	LLR
401	4	2	3	70	753	LLR
402	4	3	5	91	980	LLR
403	4	3	5	91	980	LLR
404	4	2	3	70	753	LLR
501	5	2	3	70	753	Shared Ownership
502	5	2	3	64	689	Shared Ownership
503	5	1	2	51	549	Shared Ownership
504	5	2	3	64	689	Shared Ownership
505	5	2	3	70	753	Shared Ownership
601	6	2	3	70	753	Shared Ownership
602	6	2	3	64	689	Shared Ownership
603	6	1	2	51	549	Shared Ownership
604	6	2	3	64	689	Shared Ownership
605	6	2	3	70	753	Shared Ownership
701	7	2	3	70	753	Shared Ownership
702	7	2	3	64	689	Shared Ownership
703	7	1	2	51	549	Shared Ownership
704	7	2	3	64	689	Shared Ownership
705	7	2	3	70	753	Shared Ownership
801	8	2	3	70	753	Shared Ownership
802	8	2	3	64	689	Private
803	8	1	2	51	549	Private
804	8	2	3	64	689	Private
805	8	2	3	70	753	Private
901	9	2	3	70	753	Private
902	9	2	3	64	689	Private
903	9	1	2	51	549	Private
904	9	2	3	64	689	Private
905	9	2	3	70	753	Private
1001	10	2	3	70	753	Private
1002	10	2	3	64	689	Private
1003	10	1	2	51	549	Private
1004	10	2	3	64	689	Private
1005	10	2	3	70	753	Private
1101	11	2	3	70	753	Private
1102	11	2	3	64	689	Private
1103	11	1	2	51	549	Private
1104	11	2	3	64	689	Private
1105	11	2	3	70	753	Private
1201	12	2	3	70	753	Private
1202	12	2	3	64	689	Private
1203	12	1	2	51	549	Private
1204	12	2	3	64	689	Private
1205	12	2	3	70	753	Private
1301	13	2	3	70	753	Private
1302	13	2	3	64	689	Private
1303	13	1	2	51	549	Private
1304	13	2	3	64	689	Private
1305	13	2	3	70	753	Private
1401	14	2	3	70	753	Private
1402	14	2	3	64	689	Private
1403	14	1	2	51	549	Private
1404	14	2	3	64	689	Private
1405	14	2	3	70	753	Private
1501	15	2	3	70	753	Private
1502	15	2	3	64	689	Private
1503	15	1	2	51	549	Private
1504	15	2	3	64	689	Private
1505	15	2	3	70	753	Private
1601	16	2	3	70	753	Private
1602	16	2	3	64	689	Private
1603	16	1	2	51	549	Private
1604	16	2	3	64	689	Private
1605	16	2	3	70	753	Private
1701	17	2	3	70	753	Private
1702	17	2	3	64	689	Private
1703	17	1	2	51	549	Private
1704	17	2	3	64	689	Private
1705	17	2	3	70	753	Private
1801	18	2	3	68	732	Private
1802	18	3	5	91	980	Private
1803	18	3	5	91	980	Private
1804	18	2	3	68	732	Private
1901	19	2	3	68	732	Private
1902	19	3	5	91	980	Private
1903	19	3	5	91	980	Private
1904	19	2	3	68	732	Private
		167	262	5,749	61,882	

SCHEDULE 16
RESTRICTION

DATED

20[]

**OLD OAK AND PARK ROYAL DEVELOPMENT
CORPORATION**

AND

[COVENANTOR]

DEED OF COVENANT

THIS DEED is made on

20[]

BETWEEN:

1. **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "**OPDC**"); and
2. **[Covenantor]** [a company registered in England and Wales (company number [insert company number])] whose registered office is at [insert address] (the "**COVENANTOR**")

RECITALS

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

OPERATIVE PROVISIONS

1. **INTERPRETATION**

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

"Developer"

the party to the Original Agreement so named;

"Original Agreement"

the deed dated [insert date] made between (1) the OPDC, (2) the Developer and [(3) other parties];

"Property"

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

"Seller"

[insert details];

"Seller's Obligations"

all obligations and restrictions on the Developer and all covenants provided by the Developer in [insert relevant clause] of the Original Agreement.

- 1.2 Words and expressions defined in the Original Agreement have the same meanings in this Deed unless an alternative meaning is given in this Deed when the alternative meaning will apply.
- 1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **OBLIGATIONS**

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

3. **EXECUTION**

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

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

Authorised Signatory

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

Director

Director/Secretary

ANNEX 2

Restriction on Title

"No disposition of the registered estate (other than a charge, or the grant of a leasehold interest in an individual Residential Unit, unit of Commercial Floorspace or unit of Community Floorspace as defined in the Deed dated [] between the Old Oak and Park Royal Development Corporation and [] or the grant of a lease or an easement to a utility provider) by the proprietor of the registered estate is to be registered without a certificate signed by the Old Oak and Park Royal Development Corporation of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (or its successor) that the provisions of paragraph [] of the Deed dated [] between the Old Oak and Park Royal Development Corporation and [] have been complied with or that they do not apply to the disposition"

SCHEDULE 17
DRAFT UNILATERAL UNDERTAKING

DATED 201[X]

FROM:-

(1) SCRUBS LANE LIMITED
(2) HAMPSHIRE TRUST BANK PLC

TO:-

(3) []

UNILATERAL UNDERTAKING

pursuant to section 16 of the Greater London Council
(General Powers) Act 1974 and all other powers enabling
relating to land known as 2 Scrubs Lane, London, NW10
6RB


Pinsent Masons

CONTENTS

Page

THIS UNDERTAKING is made on [] 201[X]

FROM:-

- (1) **SCRUBS LANE LIMITED** (No. 09796866) whose registered office is at 3rd Floor, Roxburghe House, 273-287 Regent Street, London W1B 2HA (the "**Developer**"); and
- (2) **HAMPSHIRE TRUST BANK PLC** (No. 1311315) whose registered office is at 55 Bishopsgate, London, EC2N 3AS (the "**Mortgagee**")

TO:-

- (3) [] of [] (the "**Council**").

WHEREAS:-

- (A) The Council is the local authority for the area in the vicinity of the Site for the purposes of section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation ("OPDC") is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act.
- (C) The Developer is the owner of the freehold interest in the Site as is registered at the Land Registry with title number NGL598082.
- (D) The Mortgagee has the benefit of a registered charge dated 1 February 2017 against title number NGL598082.
- (E) The Developer submitted the Planning Application to the OPDC.
- (F) At meetings of its Planning Committee on 11 October 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.
- (G) The S106 Agreement has been entered into and the Planning Permission has been granted.
- (H) This Undertaking is being given to satisfy the requirements of paragraph 3 of Schedule 7 of the S106 Agreement.

IT IS AGREED as follows:-

1. **INTERPRETATION**

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

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

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

"Blue Badge"	means a disabled parking badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970
"Commencement"	means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: ground investigations for assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works requires to be undertaken to discharge pre- commencement conditions on the Planning Permission) and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"CPZ"	means any controlled parking zone enforced by the Council as at the date of the S106 Agreement
"Development"	means demolition of existing structures and redevelopment of the Site for mixed-use development comprising basement and 20 storeys in height to provide:- <ul style="list-style-type: none"> (a) 85 residential units (Use Class C3); (b) 225sqm (GIA) retail or café/restaurant (Use Class A1/A3); (c) 425sqm (GIA) nursery (Use Class D1); (d) 452sqm (GIA) place of worship and community use (Use Class D1); (e) shared circulation space, landscaping and public realm, disabled car parking, cycle parking, plant and associated works;
"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 17/0091/FUMOPDC

"Planning Permission"	means the planning permission for the Development granted by the OPDC on [insert date] and bearing reference number 17/0091/FUMOPDC 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) the Mortgagee
"Site"	means the land known as 2 Scrubs Lane, London, NW10 6RB as shown edged red on the plan annexed to this Undertaking at Schedule 1 the freehold interest in which is owned by the Developer under title number NGL588082
"Use Classes"	shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987
"Working Day"	means any day of the week other than Saturday, Sunday or any bank holiday.

- 1.2 Where in this Undertaking reference is made to a Clause paragraph Schedule Recital Plan Annex or Appendix such reference (unless the context otherwise requires) is a reference to a Clause paragraph Schedule or recital in this Undertaking or to a plan annex or appendix attached to this Undertaking.
- 1.3 Where in any Schedule or part of a Schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that Schedule or (if relevant) part of a Schedule.
- 1.4 References in this Undertaking to the Developer shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the Council shall include reference to any successor body exercising any of the powers currently vested in 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 Developer 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.
- 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. DEVELOPER'S CAPACITY TO ENTER INTO THIS UNDERTAKING

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

5. FURTHER TERMS

- 5.1 The covenants and undertakings in this Undertaking shall be registered by the Council as local land charges for the purposes of the Local Land Charges Act 1975.

- 5.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

6. NOTICE PROVISIONS

- 6.1 The 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:-

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

6.3.2 if sent by first class post or recorded delivery post, the day 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:-

6.4.1 in the case of the Council, to the Head of Development Management, [], bearing the reference "2 Scrubs Lane - OPDC - 17/0091/FUMOPDC";

6.4.2 in the case of the Developer, to []; and

6.4.3 in the case of the Mortgagee, []

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:-

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

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

9. **DISPUTE RESOLUTION**

- 9.1 Where the Developer 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:-
- 9.3.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
- 9.3.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert; and
- 9.3.3 in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 If the Dispute shall relate to matters falling within two or more of Clauses 9.3.1 to 9.3.3 (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 9.3.1 to 9.3.3 (inclusive) to act as joint Experts.
- 9.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 9.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:-
- 9.7.1 he shall call for representations from all parties with ten Working Days of a reference to him under this Undertaking and shall require the parties to exchange representations within this period;

- 9.7.2 he shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in Clause 9.7.1 to make counter-representations;
- 9.7.3 any representations or counter-representations received out of time shall be disregarded by the Expert;
- 9.7.4 he shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
- 9.7.5 he shall be entitled to call for such independent expert advice as he shall think fit; and
- 9.7.6 his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 9.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

10. **GOVERNING LAW**

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

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

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

12. **MORTGAGEE'S CONSENT**

12.1 The Mortgagee acknowledges and declares that:-

- 12.1.1 this Undertaking has been entered into by the Developer with its consent;
- 12.1.2 the Site shall be bound by the obligations contained in this Undertaking; and
- 12.1.3 the security of the Mortgagee over the Site shall take effect subject to this Undertaking.

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

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

SCHEDULE 1

SITE PLAN

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 [council] ("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) Scrubs Lane Limited and (3) Hampshire Trust Bank Plc, in respect of a planning permission granted by the OPDC under reference 17/0091/FUMOPDC) 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 **OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION**
acting by:


.....
Authorised Signatory

Executed as a Deed by **SCRUBS LANE LIMITED**
acting by two directors

HASHIT M. SHAH
.....
Full Name (Director)


.....
Signature of Director


.....
Signature of Director/Secretary

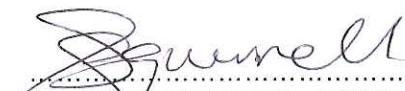
PARUL SCAMPION
.....
Full Name (Director/Secretary)

Signed as a deed by

TIMOTHY BLACKWELL
.....
(Name of Attorney - A Signatory)


.....
(Signature of Attorney - A Signatory)

GENIA SQUIRRELL
.....
(Name of Attorney - B Signatory)


.....
(Signature of Attorney - B Signatory)

as attorneys for
HAMPSHIRE TRUST BANK PLC
Under a power of attorney dated 2
May 2018