

SECTION 106 AGREEMENT

Under section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to land at Bashley Road, Park Royal, London, NW10 6SN

OLD OAK AND PARK ROYAL DEVELOPMENT (1)
CORPORATION

GOODMAN LOGISTICS PR LONDON 1 (UK) LLP acting as (2)
general partner of GOODMAN LOGISTICS PR LONDON 1 (UK)
L.P.

GOODMAN LOGISTICS PR LONDON 1 NOMINEE (UK) (3)
LIMITED

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THIS DEED is made on 4th September

2020

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "OPDC");
- (2) **GOODMAN LOGISTICS PR LONDON 1 (UK) LLP** (registered in the United Kingdom with number OC425186) acting as general partner of **GOODMAN LOGISTICS PR LONDON 1 (UK) L.P.** (registered in the United Kingdom with number LP019929) both of Nelson House Central Boulevard, Blythe Valley Park, Solihull, West Midlands, B90 8BG ("Owner 1")
- (3) **GOODMAN LOGISTICS PR LONDON 1 NOMINEE (UK) LIMITED** (company registration number 11721307) of Nelson House, Central Boulevard, Blythe Valley Park, Shirley, Solihull B90 8BG ("Owner 2")

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) Owners 1 and 2 (referred to as the Owners) are the registered owners of the freehold interest in the Site with title absolute under title numbers NGL20339 and AGL66813.
- (C) The Developer has submitted the Planning Application to the OPDC.
- (D) At a meeting of its Planning Advisory Panel on 14 July 2020, the OPDC resolved to approve the Planning Permission subject to a stage II referral to the Mayor of London and the completion of this Agreement
- (E) Accordingly, the parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers should the Planning Permission be granted pursuant to the Application.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

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

1980 Act the Highways Act 1980 (as amended);

1990 Act the Town and Country Planning Act 1990 (as amended);

2011 Act the Localism Act 2011 (as amended);

"Borough" means the London Borough of Ealing;

"Carbon Offset Contribution" means the sum of £2,850 per tonne of annual remaining carbon emissions (being £95 per tonne of carbon per annum over 30 years) calculated at reserved matters stage in accordance with the methodology used in the Energy Strategy;

"Commencement" means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out whichever is earlier but for the purposes of this Deed shall not include the Exempted Works and **"Commenced"** shall be construed accordingly;

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

"Construction Period" means the period from the Commencement Date to the date the Development is Practically Complete;

"Contributions" means together the sums payable in accordance with Schedules 3 to 6;

"CPI" means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the OPDC;

"Developer" means Goodman Logistics Development (UK) LTD (company registration number 03921188) of Nelson House, Central Boulevard Shirley, Solihull, West Midlands, B90 8BG

"Development" means the redevelopment of existing metal refinery to provide up to 60,000 square metres of light industrial (class B1c) and/or general industrial (class B2) and/or storage and distribution (class B8) uses, a café (class A3), and associated access, servicing, parking and landscaping;

"District Heating Network" means a decentralised energy network providing low carbon energy, heating, electricity and hot water capable of servicing the Development;

"**Energy Strategy**" means the Energy Strategy submitted in support of the Planning Application (February 2020)

"**Exempted Works**" means an operation or item of work of or connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, site remediation works, and the erection of fences and hoardings;

"**Expert**" has the meaning given in clause 19.3;

"**Full Occupation**" means Occupation of all units forming the Development, with any vacant units falling within that definition if they have been marketed for Occupation for at least 12 months following either Practical Completion or the date they were last Occupied;

"**Green Infrastructure and Open Space Strategy and Management Plan (GIOSMMP)**" means a plan for the management of on-site green infrastructure;

"**GLA**" means the Greater London Authority;

"**Healthy Streets Contribution**" means the sum of £500,000 to be used by OPDC towards projects to encourage walking and cycling within a 1 kilometre radius of the Site;

"**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;

"**Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase)**" means a management plan relating to the Construction Phase to be submitted to OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owners and its contractors and sub-contractors will work with the OPDC the London Boroughs of Brent, Ealing and Hammersmith and Fulham and any local employment or training agencies, such arrangements to include:

- (a) regular reporting and review mechanisms;
- (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents; and
- (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

"**Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase)**" means a management plan relating to the operational phase to be submitted to OPDC in accordance with Schedule 6 which sets out the partnership arrangements regarding how the Owners and its tenants will work with the OPDC the London Boroughs of Brent, Ealing and

Hammersmith and Fulham and any local employment or training agencies, such arrangements to include:

- (d) regular reporting and review mechanisms;
- (e) a methodology for vacancy sharing for the purposes of recruiting Local Residents; and
- (f) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;
- (g) priority for the café space operator to be given to a local SME.

"Local Resident" means a person who is resident in the London Borough of Brent the London Borough of Ealing or the London Borough of Hammersmith and Fulham, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:

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

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

"Monitoring Contribution" means the sum of £10,000 towards OPDC's monitoring costs relating to this Agreement;

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

"Phasing Plan" means the plan setting out the proposed phases of the Development to be approved pursuant to condition 5 of the Planning Permission;

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

"Planning Application" means the application for outline planning permission (all matters reserved) for the Development submitted to the OPDC and allocated reference number 20/0037/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;

"**Practically Complete**" means the issue of a certificate of practical completion by the Owners' architect, engineer or other certifying officer as the case may be in respect of the Development or part or parts thereof and "**Practically Completed**" shall be construed accordingly;

"**Publicly Accessible Space**" means the landscaped area at the junction of Bashley Road and Volt Avenue in accordance with the approval of reserved matters to be made accessible to the public except during temporary periods of essential maintenance;

"**Site**" means the land shown edged red on Plan 1 and which is registered at HM Land Registry under title numbers AGL20339 and AGL66813;

"**Training and Skills Contribution**" means the sum of £694,192 to be used by OPDC towards training and skills in the Park Royal area;

"**Training and Skills Offset Contribution**" means the sum to be used by OPDC for training and skills in the Park Royal area to be calculated according to the following formula: £3,000 x (500 – actual number of jobs generated by the completed Development) and capped at £1 million;

"**VAT**" means value added tax;

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

"**Workspace Travel Plan**" means a plan to promote sustainable modes of transport for the staff and visitors of each phase of the Development to include, but not limited to:

initiatives to promote cycling and walking for both guests and staff;

proposals for providing and promoting public transport information (eg. maps, route and timetables) at the industrial and office areas for guests and staff;

objectives and targets over the life of the Workspace Travel Plan aimed at reducing trips to and from the Development using private car or private hire vehicles;

measures and targets to demonstrate commitments towards meeting the Mayor's Transport Strategy targets.

"**Workspace Travel Plan Monitoring Contribution**" means the three separate payments of £1,000 to be used by OPDC towards the monitoring of the Workspace Travel Plan to be paid on the first, third and fifth anniversaries of the first Occupation of each Phase of the Development.

1.2 Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a

clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.

- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of that schedule.
- 1.4 References in this Deed to any of the parties 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 OPDC shall include reference to any successor body exercising any of the powers currently vested in the 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.

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

2 LEGAL BASIS

2.1 This Deed is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) sections 1 and 201 of the 2011 Act; and
- (c) all other powers so enabling.

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

3 NATURE OF OBLIGATIONS

3.1 The obligations, covenants and undertakings on the part of the Owners 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 so as to bind the Owners' interests in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owners but also against any successors in title to or assigns of or transferees of the Owners and/or any person claiming through or under the Owners an interest or estate in the Site and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

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

4 CONDITIONAL AGREEMENT

4.1 This Deed is conditional upon the grant of the Planning Permission by the OPDC and Commencement save in respect of clauses 1 to 4 and 7 to 24 which shall come into effect immediately upon completion of this Deed.

5 OBLIGATIONS OF THE OWNERS

5.1 The Owners covenant with the OPDC to observe and perform and cause to be observed and performed the obligations and covenants on the part of the Owners contained in the schedules to this Deed.

6 OBLIGATIONS OF THE OPDC

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

7 LEGAL COSTS

7.1 The Owners covenant with the OPDC to pay upon completion of this Deed the OPDC's reasonable and proper legal costs incurred in respect of the preparation, negotiation and completion of this Deed.

8 OWNERSHIP

8.1 The Owners covenant with the OPDC to give the OPDC written notice of any change in ownership of their interests or the grant of any other interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's or other interested party'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 Owners shall not encumber or otherwise deal with their respective interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owners from encumbering or otherwise dealing with its respective interests 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 20 Working Days of this Deed), the Owners shall make an application 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 the OPDC with written notification within 20 Working Days of the application to Land Registry that such application has been made.

10.2 If the Owners fail to notify the OPDC that it has made the application in accordance with clause 10.1, the OPDC shall (without prejudice to any other right) be entitled to register

this Deed and recover the expenses incurred in doing so from the Owners and the Owners hereby covenant with the OPDC to do or concur in doing all things necessary or advantageous to enable the said entry to be made.

10.3 The Owners covenant that they shall not make any application to the Land Registry for the removal of any notice registered pursuant to clauses 10.1 or 10.2 without the prior written consent of OPDC.

10.4 The OPDC shall request registration of this Deed as a Local Land Charge by the Borough or its respective successor in statutory function.

11 RIGHT OF ACCESS

11.1 PROVIDED THAT such parties observe all necessary health and safety requirements and arrive on Site at a pre-agreed time and report to the site manager without prejudice to the OPDC's statutory rights of entry and subject to reasonable prior notice, the Owners shall permit the 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 following receipt of reasonable notice in writing for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed and the Owners shall comply with any reasonable written request made by the OPDC for documentation held by the Owners for such purposes.

12 OWNERS TO NOTIFY THE OPDC

12.1 The Owners covenant with the OPDC to notify the OPDC in writing of:

- (a) the intended Commencement Date, at least a month prior to such intended date;
- (b) the actual Commencement Date, within five Working Days of such actual date;
- (c) the intended date for first Occupation of the Development, at least a month prior to such intended date; and
- (d) the actual date of first Occupation of the Development, within five Working Days of such actual date.

12.2 In the event that the Owners fail 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 reasonably taken place.

13 NOTICES

13.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Deed shall be given in writing (which for this

purpose shall include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

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

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

- (a) OPDC:
Director of Planning
Old Oak and Park Royal Development Corporation
PP5A
City Hall
The Queen's Walk
More London Riverside
London
SE1 2AA
and copied by email to planningapplications@opdc.london.gov.uk; or
- (b) The Owners at their addresses at the beginning of this Deed.

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

14 PAYMENTS

14.1 All payments to be made by the Owners 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 20/0037/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 Owners hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owners and the VAT shall be paid accordingly.

15 NO WAIVER

15.1 No waiver (whether expressed or implied) by the 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 the OPDC from enforcing any covenants, obligations or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owners.

16 INTEREST ON LATE PAYMENT

16.1 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

17.1 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 increased by the percentage change in the CPI from the date of the Planning Permission until the date each payment is due (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 CPI prior to the date of the Planning Permission and prior to each payment date.

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 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 any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on the whole or any part of the Owner's interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owners.

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

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

19 DISPUTES

- 19.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a “**Dispute**”) then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 19.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 19 on the reference of any of the parties to the Dispute.
- 19.3 The Dispute shall be referred to the decision of an independent expert (the “**Expert**”) who shall be an independent person of at least ten years’ standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 19.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
 - (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
 - (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - (e) in all other cases, the President of the Law Society to nominate the Expert.
- 19.4 If the Dispute shall relate to matters falling within two or more of clauses 19.3(a) to 19.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request

the President of the Law Society to nominate such persons falling within the descriptions of clauses 19.3(a) to 19.3(e) (inclusive) to act as joint Experts.

- 19.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties subject to manifest error.
- 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 19.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) the Expert shall call for representations from all parties within ten Working Days of a reference to the Expert under this Deed and shall require the parties to exchange representations within this period;
 - (b) the Expert shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.7(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) the Expert shall provide the parties with a written decision (including reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) the Expert shall be entitled to call for such independent expert advice as the Expert shall think fit; and
 - (f) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the Expert's 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 CONTRIBUTIONS

- 20.1 The OPDC covenants that as soon as is reasonably practicable upon receipt of any Contribution under this Deed, to pay such Contribution or payment into a separately identified interest-bearing section of the OPDC's accounts (unless the parties agree otherwise) such accounts bearing the Bank of England base rate of interest from time to time on deposits.
- 20.2 The OPDC covenants with the Owners to spend the Contributions only for the purposes specified in this Deed.

21 MISCELLANEOUS PROVISIONS

- 21.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owners 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.
- 21.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
 - (b) is quashed, revoked or (without the consent of the Owners) modified.
- 21.3 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.
- 21.4 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.
- 21.5 No variation to this Deed shall be effective unless made by deed.
- 21.6 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 21.7 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

22 GOVERNING LAW

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

23 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

24 SECTION 73 VARIATION

24.1 In the event that any new planning permission(s) are granted by OPDC pursuant to Section 73 of the 1990 Act in relation to the Planning Permission and unless otherwise agreed between the parties, with effect from the date that the new planning permission is granted pursuant to Section 73 of the 1990 Act:

- (a) The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act;
- (b) The definitions of Planning Application, Development and Planning Permission in this deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions(s)

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

Schedule 1

Plans

25 Plan 1 – Site Plan

Notes

1. This drawing has been prepared in accordance with the scope of RPS's appointment with its client and is subject to the terms and conditions of that appointment. RPS accepts no liability for any use of this document other than by its client and only for the purposes for which it was prepared and provided.
2. If received electronically it is the recipient's responsibility to print to correct scale. Only written dimensions should be used.
3. This drawing should be read in conjunction with all other relevant drawings and specifications.

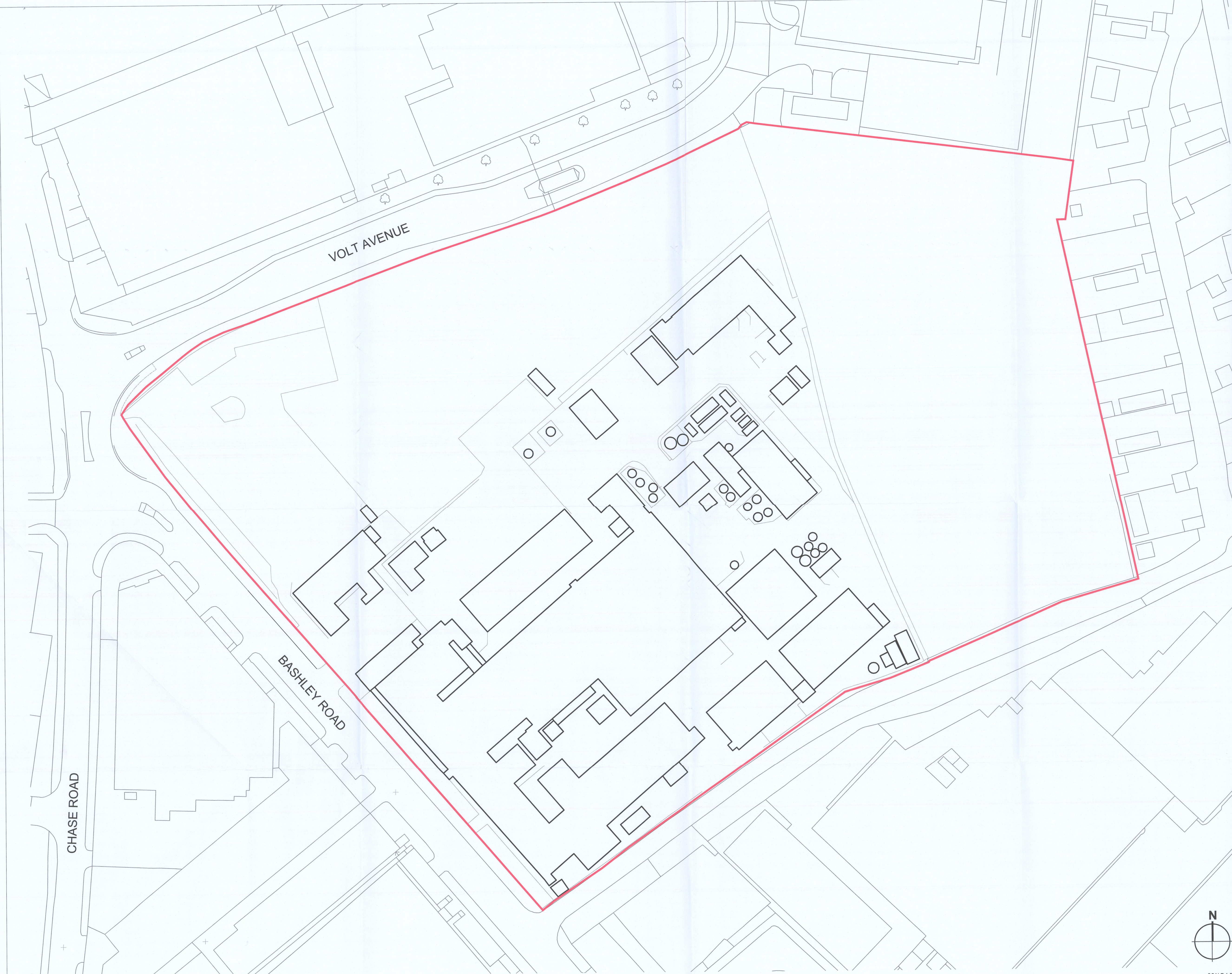
Existing Facilities Schedule

Location	sq m	sq ft
Production / Workshop	4,806	51,731
Warehouse / Storage	2,191	23,584
Office/ Laboratory	1,863	20,053
Other	1,281	13,789
Total	10,141	109,157

Site Area 3.86 ha* 9.54 ac*

Key

— Site Boundary

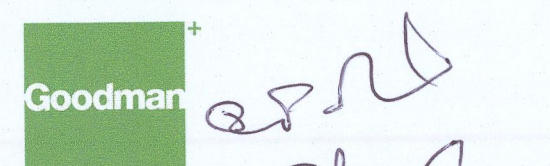


Rev	Description	By	Ckd	Date
P01	First Issue	JJD	SG	03.03.20



Sherwood House, Sherwood Avenue,
Newark, Nottinghamshire, NG24 1QQ
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Client



Project Bashley Road
Park Royal

Title Existing Site Layout /
Block Plan

Status	Scale	Date Created
Preliminary	1:1250 @A1	03.03.2020
Task Team Manager	Information Author	Task Information Manager
SDG	JJD	PD

Document Number
NK019338-RPS-ST-XX-DR-A-0102

Project Code - Originator - Zone - Level - Type - Role - Drawing Number

RPS Project Number	Suitability	Revision
NK019338	S2	P01

rpsgroup.com



10m SCALE 1:500

Schedule 2

Draft Planning Permission



OUTLINE PLANNING APPLICATION APPROVAL

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

Please see notes at the end of this notice

Applicant

Goodman Logistics Development (UK) Ltd

Agent

Mr James Finn
Barton Willmore
The Observatory, Castle Hill Drive
Castle Hill
Ebbsfleet Valley
Kent DA10 1EE

Part I - Particulars of Application

Date of Application: 12 March 2020

Application No: 20/0037/FUMOPDC

Proposal: Outline planning application (all matters reserved) for redevelopment of existing metal refinery to provide up to 60,000 square metres of light industrial (class B1c) and/or general industrial (class B2) and/or storage and distribution (class B8) uses, a café (class A3), and associated access, servicing, parking and landscaping.

Location: Land at Bashley Road, Park Royal, NW10 6SN

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 the **OUTLINE PLANNING APPLICATION HAS BEEN APPROVED** 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:

SITE-WIDE CONDITIONS

1. Reserved Matters

Approval of the details of the appearance, layout, scale, the means of access and the landscaping of the development (hereinafter referred to as the 'Reserved Matters') shall be obtained from the Local Planning Authority in writing before any development is commenced. All applications for the approval of Reserved Matters submitted pursuant to this Condition shall contain the information and details specified in the Reserved Matters Specification at Appendix 1, unless the Local Planning Authority first dispenses with any such requirement in writing, because in the opinion of the Local Planning Authority the requirement is not relevant to the particular Reserved Matter being sought. The development (or any relevant part thereof) shall be carried out only in accordance with the approved details.

Reason: The application is in outline only, and these details remain to be submitted and approved in accordance with Section 92 of the Town and Country Planning Act 1990 (as amended).

2. Time Limit for Submission of Reserved Matters

Application for approval of the reserved matters must be made to the Local Planning Authority not later than the expiration of three years beginning with the date of the grant of outline planning permission.

Reason: To accord with Section 92 of the Town and Country Planning Act 1990 (as amended).

3. Time Limit for Commencement of Development

The development hereby permitted shall be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: To accord with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

4. Development in Accordance with Approved Plans and Documents

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

1. Site Location Plan - NK019338-RPS-ST-XX-DR-A-0100 P02
2. Site Parameters Plan - 019338-RPS-ST-XX-DR-A-0105 P06
3. Bashley Road Parameters Plan - 019338-RPS-ST-XX-DR-A-0106 P03
4. Eastern Boundary Parameters Plan - 019338-RPS-ST-XX-DR-A-0107 P01
5. Design Code dated 4 June 2020 - 019338-RPS-XX-XX-RP-A-0002

All reserved matters applications will need to confirm compliance with the above documents and plans, or compliance with any minor modification which may be first agreed in writing by the Local Planning Authority.

Reason: For the avoidance of doubt and to ensure the development accords with the outline planning permission.

5.Site Wide Phasing Plan

No Reserved Matters application shall be approved until and unless a site wide phasing and implementation plan has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in compliance with the approved phasing and implementation plan. Any amendment to the phasing and implementation plan shall be subject to obtaining prior written approval from the Local Planning Authority.

Reason: To ensure an orderly form of development at all times, in accordance with OPDC Regulation 19 (2) draft Local Plan (2018) policies SP10 'Integrated Delivery' and T8 'Construction'.

6. Use

From 1st September 2020, with the exception of the proposed 40-80sqm of café use, the development shall be used for general industrial (Class B2 use), storage and distribution (Class B8 use) and/or light industrial (Class E(g)(iii) use) and for no other purpose including any other purpose in Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended).

Reason: To ensure the proposed uses are compatible with the Strategic Industrial Location (SIL) designation, in accordance with London Plan (2016) policy 2.17 'Strategic Industrial Locations' and OPDC Regulation 19 (2) draft Local Plan (2018) policy E1 'Protecting, Strengthening & Intensifying the Strategic Industrial Location'.

7. Daylight and Sunlight Assessment

No Reserved Matters application shall be approved until further detailed daylight and sunlight assessments have been submitted to and approved in writing by the Local Planning Authority. The assessments shall demonstrate that the development does not result in an unacceptable impact upon the levels of daylight and sunlight received by the adjoining Bashley Road Travellers Site.

Reason: To ensure the proposed development does not significantly adversely impact upon the residential amenity of surrounding properties in relation to daylight and sunlight, in accordance with OPDC Regulation 19 (2) draft Local Plan (2018) policy D6 'Amenity'.

8. Air Quality Assessment

No Reserved Matters application shall be approved until a further Air Quality Assessment has been submitted to and approved in writing by the Local Planning Authority. The assessment shall include Air Quality Neutral calculations and details of any proposed mitigation measures and shall demonstrate that the development does not result in unacceptable levels of air quality, including, but not limited to the impact on the adjoining Bashley Road Travellers Site.

Reason: To ensure the proposed development does not adversely impact upon the health and wellbeing of surrounding residents in relation to air quality.

9. Noise Assessment

No Reserved Matters application shall be approved until a further Noise Assessment has been submitted to and approved in writing by the Local Planning Authority. The assessment shall accord with the methodology in the Noise Assessment dated March 2020 and include details of any proposed mitigation measures and shall demonstrate that the development will not give rise to unacceptable noise impacts, including, but not limited to the impact upon the adjoining Bashley Road Travellers Site.

Reason: To ensure the proposed development does not significantly adversely impact upon the residential amenity of surrounding properties in relation to noise.

10. Transport Statement

No Reserved Matters application shall be approved until a Transport Statement has been submitted to and approved in writing by the Local Planning Authority. The Transport Statement should demonstrate compliance with the findings of the Transport Assessment dated 4th March 2020 and shall include details of any measures required to ensure any unacceptable highway impacts are mitigated.

Reason: To ensure the proposed development does not give rise to unacceptable highway impacts.

ALL RESERVED MATTERS

Construction

11. Construction and Environmental Management Plan

No development shall commence until a detailed Construction and Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include, but not be limited to, the following details (where appropriate):

- (i) a construction programme including a 24 hour emergency contact number;
- (ii) complaints procedures, including complaint response procedures;
- (iii) measures to minimise the emission of noise and pollution during construction;
- (iv) locations for the storage of plant and materials used in constructing the development;
- (v) details showing the siting, design and maintenance of security hoardings;
- (vi) wheel washing facilities and measures to minimise emission of dust and dirt to the highway during construction;
- (vii) site lighting details;
- (viii) site drainage control measures;

- (ix) tree protection measures in accordance with BS 5837:2012;
- (x) a scheme for recycling/disposing of waste resulting from demolition and construction works;
- (xi) membership of the Considerate Constructors Scheme; and,
- (xii) hours of construction work

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

Reason: To limit impacts on the local highway, to ensure the scheme is air quality positive and to protect the amenity of local residents in accordance with London Plan (2016) policies 6.12 'Road Network Capacity', 7.14 'Improving Air Quality' and 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes', and OPDC Regulation 19 (2) draft Local Plan (2018) policies EU4 'Air Quality', T7 'Freight, Servicing and Deliveries' and T8 'Construction'.

12. Construction Logistics Plan

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

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

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

Reason: To limit any impact on the local highway network and to protect the amenity of local residents in accordance with London Plan (2016) policy 6.12 'Road Network Capacity' and OPDC Regulation 19 (2) draft Local Plan (2018) T8 'Construction'. The details are required prior to commencement because the demolition phase must be addressed in the CLP.

13. Non-Road Mobile Machinery

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

Reason: To ensure that air quality is not adversely affected by the development, in accordance with London Plan (2016) policy 7.14 'Air Quality' and OPDC Regulation 19 (2) draft Local Plan (2018) Policies EU4 'Air Quality' and T8 'Construction'.

14. Piling Method Statement

No piling shall take place in any phase until a Piling Method Statement for that phase (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage and 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.

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

Design

15. Materials

Full details (including samples, where requested by the Local Planning Authority) of the materials to be used on all external surfaces (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. Only such materials as have been approved pursuant to this condition shall be used in the development.

Reason: To ensure that the appearance of the development 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 (2) (with minor modifications) Local Plan (2018) policy D4 'Well Designed Buildings'.

16. External Equipment

Full details of any external equipment to be installed on the building(s) including window cleaning equipment and mechanical plant shall be submitted to and approved in writing by the Local Planning Authority. Above ground works shall not be commenced until the details have been first 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 (2) (with minor modifications) Local Plan (2018) policy D4 'Well-Designed Buildings'.

17. Telecommunications Apparatus

Notwithstanding any provisions to the contrary, no telecommunications apparatus shall be installed on the building without the prior written agreement of the Local Planning Authority and any installation shall be in accordance with such.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2016) policy 7.6 'Architecture' and OPDC Regulation 19 (2) (with minor modifications) Local Plan (2018) policy D4 'Well-Designed Buildings'.

18. Signage Strategy

A Signage Strategy setting out full details of any signage to be installed on the relevant phase of development shall be submitted to and approved in writing by the Local Planning Authority. Occupation of that phase shall not be commenced until the details have first been approved in writing by the Local Planning Authority. The signage 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 (2) (with minor modifications) Local Plan (2018) policy D4 'Well-Designed Buildings'.

19. Landscaping and Public Realm

Prior to the commencement of development of each phase, a landscaping scheme for the relevant phase shall be submitted to and approved in writing by the Local Planning Authority.

The scheme shall include details of:

- (i) all hard landscaping materials;
- (ii) street furniture;
- (iii) a planting schedule showing the number, size, species and location of trees and shrubs;
- (iv) biodiversity enhancements;
- (v) existing and proposed site levels;
- (vi) a programme for the planting of soft-landscaping; and
- (vii) a landscaping management and maintenance plan.

The landscaping scheme shall be implemented in full accordance with the approved scheme. The approved landscaping scheme shall be managed and maintained in accordance with the approved maintenance and management plan. Any plants or trees which, within a period of five years from the date they are first planted, die, are removed or

become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2016) policies 7.19 'Biodiversity and Access to Nature' and 7.4 'Local Character', and OPDC Regulation 19 (2) draft Local Plan (2018) policies D2 'Public realm' and EU2 'Urban Greening and Biodiversity'.

20. Secured by Design

The Reserved Matters applications submitted in connection with condition 1 (above) shall include details of the 'Secured by Design' measures to be incorporated in the development. The details shall demonstrate how the development incorporates the principles and practices of Secured by Design. Once approved, the development shall be carried out and permanently retained in accordance with the approved details.

In aiming to satisfy this condition the applicant should seek the advice of the Police Designing Out Crime Officers (DOCOs). It is the policy of the Local Planning Authority to consult with the DOCOs in the discharging of community safety condition(s).

Reason: To ensure that the Development is safe and that the risk of crime, and the fear of crime, is reduced in accordance with the NPPF and Policy 7.3 of the London Plan (2016).

21. Wind

The Reserved Matters applications submitted in connection with condition 1 (above) shall include an assessment of all outdoor spaces within the relevant Reserved Matters development that are affected by the wind microclimate. The wind assessment must demonstrate that wind conditions are safe and comfortable according to the Lawson Comfort Criteria and shall include details of any mitigation measures and the timetable for their provision. The approved mitigation measures shall be implemented in accordance with the agreed timetable and thereafter shall be permanently maintained and retained.

Reason: To ensure the proposed development does not significantly adversely impact upon the local microclimate in accordance with OPDC Regulation 19 (2) draft Local Plan (2018) policy D6 'Amenity'.

22. Fire Strategy

Any Reserved Matters applications submitted in connection with condition 1 (above) which includes the erection of a building(s) shall include a Fire Strategy Statement setting out details of the following:

- The building's construction: methods, products and materials to be used;
- The means of escape for all building users: stair cores, escape for building users who are disabled or require level access and the associated management plan approach;
- Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these; and

- How provision will be made within the site to enable fire appliances to gain access to the building.

The relevant phase of development must be carried out in accordance with the approved details and thereafter shall be permanently maintained and retained.

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with draft London Plan (2019) policies D3 'Optimising site capacity through the design-led approach' and D12 'Fire Safety' and OPDC Regulation 19 (2) draft Local Plan (2018) policy D4 'Well-designed buildings'.

Transport

23. Travel Plan

Each phase of the development shall not be occupied unless and until a Travel Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall be in accordance with the Framework Travel Plan submitted as part of the outline planning application. Each submitted Travel Plan shall set out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the relevant phase of the development, including staff and visitors, and shall include targets for the reduction of car use. The Travel Plan for each phase shall thereafter be implemented as approved.

Reason: To encourage employees and users to adopt sustainable travel modes.

24. Car Parking Provision

The maximum provision of car parking spaces for staff within each Reserved Matters phase shall accord with the maximum thresholds of the London Plan (and any subsequent revisions or updates thereto).

Reason: To accord with the requirements of the London Plan in the interests of promoting sustainable travel.

25. Car Parking/Blue Badge/EVCP

No part of the development shall be brought into use until details of on-site car parking, including a car park management Plan (CPMP); provision for dedicated Blue Badge parking, and electric vehicle charging points (EVCP) have been submitted to and approved in writing by the Local Planning Authority. The car parking, dedicated Blue Badge car parking spaces and EVCP shall be completed and made available for use in full accordance with the approved details before any of the development is brought into use. The car parking spaces, including Blue Badge car parking spaces, shall be retained thereafter and managed in accordance with the agreed CPMP. The EVCP shall be maintained in full working order.

Reason: To ensure that adequate levels of car parking are provided to meet the demand from the development, including accessibility requirements, and to encourage the use of less polluting vehicles in accordance with London Plan (2016) policy 6.13 'Parking' and OPDC Regulation 19 (2) draft Local Plan (2018) policy T4 'Parking'.

26. Cycle Parking

The cycle parking provision across the development shall comply with the prescribed minimum standards in the London Plan (and any subsequent revisions or updates thereto). Each reserved Matters application shall demonstrate compliance with the London plan standards for cycle parking.

Reason: To accord with the standards prescribed in the London Plan in the interests of promoting sustainable travel.

27. Cycle Storage and Facilities

Prior to first occupation of any phase of the development hereby permitted, details of secure cycle storage (compliant with the London Cycling Design Standards) and on-site changing facilities and showers for that phase shall have been submitted to and approved in writing by the Local Planning Authority. The relevant phase shall not be occupied until the approved storage and facilities have been provided in accordance with the agreed details. The cycle storage and facilities shall thereafter be made available at all times and shall not be used for any other purpose.

Reason: To ensure adequate provision of cycle parking and facilities in the interests of supporting sustainable modes of transport in accordance with London Plan (2016) policy 6.9 'Cycling' and OPDC Regulation 19 (2) draft Local Plan policy T3 'Cycling'.

28. Delivery and Servicing Plan

No part of the development shall be brought into use until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The Delivery and Servicing Plan shall include, but not be limited to, the following details:

- (i) details of deliveries to the site, including the size and type of vehicles and when they will access the site;
- (ii) measures to reduce vehicle movements;
- (iii) the routing of delivery/servicing vehicles including swept-path analysis; and
- (iv) dedicated areas for the loading/unloading of vehicles.

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

Reason: To limit impacts on the local highway and to protect the amenity of neighbouring residents in accordance with London Plan (2016) policy 6.3 'Assessing Effects of Development on Transport Capacity' and OPDC Regulation 19 (2) draft Local Plan (2018) policy T7 'Freight, Servicing and Deliveries'.

29. Road Safety Audit

Any Reserved Matters applications submitted in connection with condition 1 (above) which includes the creation of new vehicular access(es) from Bashley Road shall be accompanied by a Road Safety Audit (Stage 1) of the proposed new access(es), to be carried out by an

independent auditor not connected with the design of the scheme, in accordance with GG119 of the Design Manual for Roads and Bridges (DMRB).

Reason: To ensure the safe and efficient running of the road network development in accordance with London Plan (2016) policy 6.11 'Smoothing traffic flow and tackling congestion' and OPDC Regulation 19 (2) draft Local Plan (2018) policy T1 'Roads and streets.

Environment/Sustainability

30. Drainage Strategy

Development shall not be commenced within any phase until an appropriate drainage strategy, in accordance with the submitted Outline Drainage Strategy (01938-RPS-SI-XX-D-0300 Rev P3), has been submitted to and approved in writing by the Local Planning Authority, in consultation with the relevant authorities, including, but not limited to, the Local Lead Flood Authority, Thames Water and the Environment Agency. Such drainage strategy will need to demonstrate:

- i) it complies with the drainage hierarchy of the London Plan;
- ii) it has been prepared with reference to OPDC's Integrated Water Management Strategy;
- iii) it is designed to ensure the peak rate of surface water run-off generated during peak rainfall events up to the 1 in 100 years plus 40% climate change allowance does not exceed greenfield run-off rates; and
- iv) it is designed such that storm water flows are attenuated.

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

Reason: To reduce the risk of flooding and to prevent pollution of the water environment in accordance with London Plan (2016) policy 5.13 'Sustainable Drainage' and OPDC Regulation 19 (2) draft Local Plan (2018) policy EU3 'Water'. The details are required prior to commencement because drainage attenuation may be required below ground.

31. Carbon Savings

No above ground works shall be commenced in a relevant phase of development until a revised Energy & Sustainability Strategy for that phase which includes carbon emission saving information has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, this shall also include an updated whole-life cycle carbon assessment, a feasibility study for the provision of a site wide heating network and investigation of further energy efficiency measures to achieve a 15% carbon reduction at the Be Lean stage. The development shall only be carried out in accordance with the agreed strategy.

Reason: To accord with Policy EU9 'Minimising Carbon Emissions and Overheating' of the OPDC Regulation 19 (2) draft Local Plan (2018).

32. PV Panels

No above ground works shall be commenced in a relevant phase of development until details of the location and design of the PV panels to be installed for that phase have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the agreed details.

Reason: To accord with Policy EU9 'Minimising Carbon Emissions and Overheating' of the OPDC Regulation 19 (2) draft Local Plan (2018).

33. BREEAM Assessment

No above ground works shall commence in a relevant phase of development until a BREEAM review report with a target of achieving an "Excellent" rating for that phase has been submitted to and approved in writing by the Local Planning Authority. Following this, within three months of the date of first occupation of the development, a BREEAM Certificate confirming the scheme has achieved BREEAM "Excellent" shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development maximises opportunities for reducing carbon emissions in accordance with London Plan (2016) policy 5.2 'Minimising Carbon Dioxide Emissions' and OPDC Regulation 19 (2) draft Local Plan (2018) Policy EU9 'Minimising Carbon Emissions and Overheating'.

34. Overheating Assessment

No above ground works shall commence in a relevant phase of development until an overheating assessment to demonstrate that the risks of overheating have been addressed through the design of the development proposed in that phase has been submitted to and approved in writing by the Local Planning Authority. The assessment shall:

- (i) be in accordance with the Mayor's cooling hierarchy;
- (ii) include modelling in line with the most up to date guidance from the Greater London Authority and the Chartered Institute of Building Service Engineers; and
- (iii) take account of the predicted risks of climate change.

The measures in the approved overheating assessment shall be implemented in full accordance with the approved details before the development is brought into use.

Reason: To reduce the potential for overheating in accordance with London Plan (2016) policy 5.9 'Overheating and cooling' and OPDC Regulation 19 (2) draft Local Plan (2018) policy EU9 'Minimising Carbon Emissions and Overheating'.

35. Water Efficiency

The development shall comply with the requirements set out in Regulation 36 of the Building Regulations 2010 (as amended), to ensure that mains water consumption meets a target of 110 litres or less per head per day.

Reason: To ensure the development delivers appropriate levels of water efficiency in accordance with London Plan (2016) policy 5.15 'Water Use and Supplies' and OPDC Regulation 19 (2) draft Local Plan policy EU3 'Water'.

36. Details of Waste and Recycling

No above ground works in a relevant phase of development shall commence until details to show how waste and recycling will be stored on site and collected for that phase have been submitted to and approved in writing by the Local Planning Authority. The details shall address the following (where appropriate):

- (i) source segregation of bio-waste and other recyclables;
- (ii) control of odour, nuisance and air and noise pollution from waste storage and collection; and
- (iii) details to show compliance with the current and planned future waste collection arrangements of the local waste collection authority.

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

Reason: To ensure adequate provision for waste and recycling storage and to encourage higher rates of recycling in accordance with London Plan (2016) policy 5.17 'Waste Capacity' and OPDC Regulation 19 (2) draft Local Plan (2018) policy EU6 'Waste'.

37. Green Infrastructure Statement

The Reserved Matters applications submitted in connection with condition 1 (above) shall include a Green Infrastructure Statement, which shall specify:

- a) The location and quantum of habitat and any urban greening in the Reserved Matters development;
- b) The type of habitats to be provided in the Reserved Matters development, with detailed planting schemes (to include native species and pollinators);
- c) Details of any urban greening measures, including green roofs/walls;
- d) A timetable for the implementation/provision and future maintenance arrangements for the items/features specified at a)-c) above.

The development shall only be carried out (and thereafter maintained) in accordance with the approved details.

Reason: To accord with policies EU1 'Open Space' and EU2 'Urban Greening and Biodiversity' of the OPDC Regulation 19 (2) draft Local Plan (2018).

38. Noise Limits for Plant Equipment

The design and installation of fixed plant equipment shall be such that when operating the cumulative noise level LAeq Tr arising from the proposed plant, measured at 1m from the facade of the nearest residential premises, shall be a rating level of at least 5dB(A) below the background noise level LAF90 Tbg (background noise levels are established in the Noise Assessment dated March 2020). The measurement of the noise should be carried out in accordance with the methodology contained within BS 4142:2014.

Reason: To minimise the risk of noise or vibration disturbance for local residents and other sensitive land uses 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 (2) draft Local Plan (2018) policy EU5 'Noise and Vibration'.

39. Circular Economy Statement

A Circular Economy Statement shall be submitted with each Reserved Matters application for approval by the Local Planning Authority. The Statement must be produced in line with relevant GLA Guidance.

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

Reason: To accord with policy EU7 'Circular and Sharing Economy' of the OPDC Regulation 19 (2) draft Local Plan (2018).

40. External Lighting Scheme

No part of the development shall be first occupied unless and until full details of any proposed external lighting (the External Lighting Scheme) for the relevant reserved matters development has been submitted to and approved in writing by the Local Planning Authority.

Each External Lighting Scheme shall include details of the appearance and technical details/specifications, intensity, orientation and screening of lamps, siting, the means of construction and laying of cabling, and the timing of installation. Each External Lighting Scheme is to be constructed and / or installed prior to occupation of the relevant building and shall be retained and maintained for so long as the building shall exist.

Reason: To ensure that safety is not compromised with regard to the principles/practices of Secured by Design and to minimise adverse impacts of light pollution on the highway network, adjoining neighbours and nature habitats.

41. Unexpected Contamination

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to and approved in writing by the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site in line with paragraph 170 of the National Planning Policy Framework. The previous land uses mean there could be a risk of pollution from land contamination at this site.

42. Foul Water

No part of the development shall be occupied until confirmation has been provided that either:-

1. All wastewater network upgrades required to accommodate the additional flows from the development have been completed; or

2. A phasing plan has been agreed with Thames Water to allow additional accommodation to be occupied.

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

Reason: Network reinforcement works are likely to be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents. The developer can request information to support the discharge of this condition by contacting Thames Water. Email: developer.services@thameswater.co.uk.

43. Water Supply

No part of the development shall be occupied until confirmation has been provided that either:-

1. All water network upgrades required to accommodate the additional flows to serve the development have been completed; or

2. An infrastructure phasing plan has been agreed with Thames Water.

Where an infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed infrastructure phasing plan.

Reason: The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development.

44. Water Main

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

Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk.

Informatives

1. You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

2. The pre-commencement and pre-occupation conditions attached to this decision notice are considered necessary in order to protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme amongst other matters.
3. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development will be liable to pay the Mayor of London's Community Infrastructure Levy 2 (MCIL2). From 1 April 2019 rates within the MCIL Charging Schedule will be used to calculate developer contributions for CIL liable development. Each Phase may be treated as a separate chargeable development for the purpose of the Community Infrastructure Levy Regulations 2010 (as amended).
4. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
5. The applicant is advised that prior to making a submission in relation to conditions requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
6. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and can reduce the risk to life.
7. The applicant is advised to ensure the plans conform to Part B of Approved Document of the Building Regulations and that the application is submitted to the building control/Approved Inspector who in some circumstances may be obliged to consult the Fire Authority.
8. The applicant is advised that separate advert consent is required for all signage.
9. Through the opportunity of redevelopment, the applicant is encouraged to deliver improved vehicle sightlines for the access road to Bashley Road Travellers Site.
10. The applicant is strongly encouraged to make reasonable endeavours to ensure that all workers involved in the construction of the development, either directly employed by the applicant, or employed by a sub-contractor, are paid the London Living Wage.
11. The applicant is advised that under the Control of Pollution Act 1974 building work which can be heard at the boundary of the site should only be carried out:
 - between 08.00 and 18.00 Monday to Friday;
 - between 08.00 and 13.00 on Saturday; and
 - not at all on Sundays, bank holidays and public holidays.Unless the prior consent of the local authority is obtained under Section 61 of the Control of Pollution Act 1974.
12. Thames Water advise: As you are redeveloping a site, there may be public sewers crossing or close to your development. If you discover a sewer, it's important that you minimise the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.
13. Thames Water advise: There are water mains crossing or close to your development. Thames Water do NOT permit the building over or construction within 3m of water mains. If you're planning significant works near our mains (within 3m) we'll need to check that your development doesn't reduce capacity, limit repair or maintenance activities during and after construction, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes

<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

14. Thames Water advise: The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.
<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk.
15. Thames Water advise: A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc may be required before the Company can give its consent. Applications should be made at <https://wholesale.thameswater.co.uk/Wholesale-services/Business-customers/Trade-effluent> or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. Telephone: 020 3577 9200.
16. Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharges entering local watercourses.
17. The site is located within the safeguarding zone (aeroheight and birdstrike) for RAF Northolt. Further consultation will be required with the Ministry of Defence (MOD) at Reserved Matters stage, once details of height, scale and landscaping are known.
18. Where applicable the developer/applicant is hereby advised to remove all site notices on or near the site that were displayed in pursuant to the application.

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 planning application documents have been taken into account in the determination of the application. The application complies with relevant national, regional and local planning policy and OPDC has decided to grant outline planning permission accordingly.

Dated this:

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

APPENDICES

Appendix 1: Reserved Matters Specification (Condition 1)

DRAFT

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

Appeals to the Secretary of State

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

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

To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

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

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

Purchase Notices

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

Appendix 1: Reserved Matters Specification (Condition 1)

Reserved Matters Specification

- A statement demonstrating compliance with the approved documents (Design Code and Parameter Plans detailed in Condition 4);
- Car parking details including car park management plan, details of electric vehicle charging points (EVCP) and 'Blue Badge' parking (refer to Condition 25);
- Drainage strategy (refer to Condition 30);
- An inclusive access and design statement;
- Details to demonstrate how the principles and practices of 'Secured by Design' have been incorporated in the development (refer to Condition 20);
- Details to demonstrate how any required measures will be taken prevent the potential for damage to subsurface potable water infrastructure (refer to Condition 44).

A Reserved Matters application which includes the erection of a building(s) shall also include the following:

- i) A daylight and sunlight assessment (refer to Condition 7);
- ii) An air quality assessment (refer to Condition 8);
- iii) A sustainability statement, including measures to reduce potable water usage (refer to Conditions 31, 33 and 35);
- iv) A climate change statement (including overheating analysis, that follows the cooling hierarchy of the London Plan (2016) and provision of results from dynamic thermal modelling using future scenarios in line with GLA guidance, in line with CIBSE guide TM52 and TM49, including all three TM49 weather scenarios (refer to Condition 34);
- v) An energy statement (the energy statement should contain evidence that the Applicant has investigated potential for further carbon emissions savings and shall demonstrate that the development is providing the highest level of energy efficiency savings to support it reaching the zero carbon reduction targets). Sample SAP calculation worksheets (both DER and TER sheets) and BRUKL sheets including efficiency measures should be provided to support the savings claimed (refer to Condition 31);
- vi) A green infrastructure statement (refer to Condition 37);
- vii) Details of waste and recycling facilities (refer to Condition 36);
- viii) Details of cycle parking and facilities (refer to Condition 26 and 27);
- ix) Noise assessment, including any mitigation measures incorporated into the design of the building (refer to Condition 9);
- x) Circular economy statement (refer to Condition 39);
- xi) Drawings of an appropriate scale (to be agreed in advance with the Local Planning Authority);

xii) Landscape strategy to include detail of hard and/or soft landscaping and external lighting (refer to Conditions 19 and 42).

xiii) Fire Safety Statement (refer to Condition 22)

xiv) Transport Statement (refer to Condition 10)

Schedule 3

Monitoring Contributions

26 MONITORING CONTRIBUTION

26.1 The Owners shall:

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

Schedule 4

Highways and Transport

27 WORKSPACE TRAVEL PLAN

27.1 The Owners shall:

- (a) submit a Workspace Travel Plan to the OPDC for approval two months prior to the first Occupation of each Phase of the Development;
- (b) not Occupy or permit or suffer Occupation of any Phase of the Development until the OPDC has provided its written approval of the Workspace Travel Plan; and
- (c) to use reasonable endeavours to implement, comply with and procure compliance with the approved Workspace Travel Plan for the duration of the beneficial use of each Phase of the Development, subject to any variations that may be agreed from time to time in writing between the Owners and the OPDC.

27.2 The travel plan approved pursuant to the conditions of the Planning Permission shall be deemed to constitute the approval of the Workplace Travel Plan for the purposes of this Schedule 4

27.3 The Owners shall pay the Workspace Travel Plan Monitoring Fee prior on the first, third and fifth anniversaries of the first Occupation of each Phase of the Development

27.4 The Owners shall review the operation of the Workspace Travel Plan on the first, third and fifth anniversaries of the first Occupation of each Phase of the Development and shall submit a written report to the 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 Workspace Travel Plan are being achieved and any proposals for improving the operation of the Workspace Travel Plan.

27.5 Following submission of a review of the Workspace Travel Plan, the Owners and the OPDC shall use reasonable endeavours to agree any necessary changes to the Workspace Travel Plan with a view to achieving the objectives and targets set out therein and the Owners shall thereafter use reasonable endeavours to implement any such agreed changes.

28 HEALTHY STREETS CONTRIBUTION

28.1 The Owners shall:

- (a) pay the Healthy Streets Contribution to the OPDC prior to Commencement of the Development; and

- (b) not Commence the Development until the Healthy Streets Contribution has been paid in full to the OPDC.

Schedule 5

Environment and Utilities

29 DECENTRALISED ENERGY NETWORK

- 29.1 The Owners covenant with the OPDC that the Development is designed and constructed so that it is capable of being connected to or not prejudice the future connection to a District Heating Network and 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 the OPDC prior to Commencement of the Development and such provision shall include
- 29.2 the installation of sufficiently sized external buried pipework in positions agreed with the OPDC to enable connection to a District Heating Network;
- 29.3 In the event that a District Heating Network becomes available in the vicinity, OPDC will notify the Owners in writing of this. The Owners covenants with the OPDC that it will make a reasonable attempt to connect the Development to a District Heating Network if one becomes available. The Owners shall inform the OPDC in writing of the connection date and for the avoidance of doubt the OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network.

30 CARBON OFFSET CONTRIBUTION

- 30.1 The Owners shall:
- (a) pay the Carbon Offset Contribution to the OPDC prior to first Occupation of each Phase of the Development; and
 - (b) not Occupy or permit or suffer Occupation of that Phase of the Development until the Carbon Offset Contribution for that Phase has been paid in full to the OPDC.

31 GREEN INFRASTRUCTURE AND OPEN SPACE STRATEGY AND MANAGEMENT PLAN

- 31.1 The Owners covenant with OPDC to submit prior to the Occupation of each Phase of the Development to the OPDC for their written approval the GIOSSMP.
- 31.2 The Owners shall ensure compliance with the approved GIOSSMP throughout the Occupation of each Phase of the Development.

32 PUBLICALLY ACCESSIBLE SPACE

- 32.1 The Owners shall allow public access to the Publically Accessible Space upon Practical Completion of the Phase of Development which includes it provided that public access

may be temporarily restricted if required for the purposes of maintenance or for health and safety reasons.

Schedule 6

Training and Skills

33 TRAINING AND SKILLS CONTRIBUTION

33.1 The Owners shall pay the Training and Skills Contribution to the OPDC in the following instalments:

- (a) £250,000 prior to first Occupation of the Development;
- (b) £250,000 prior to the third anniversary of first Occupation of the Development;
- (c) £194,192 prior to the fifth anniversary of first Occupation of the Development;
and

33.2 OPDC covenants with the Owners to use the Training and Skills Contribution towards training and skills in the Park Royal Area.

33.3 In the event that the Development following Practical Completion generates less than 500 FTE on-site jobs, the Owners shall pay the Training and Skills Offset Contribution to the OPDC prior to the fifth anniversary of Full Occupation.

33.4 OPDC covenants with the Owners to use the Training and Skills Offset Contribution towards training and skills in the Park Royal Area.

34 LOCAL EMPLOYMENT

34.1 The Owners covenant with OPDC to submit prior to the Commencement of each Phase of the Development to the OPDC for their written approval the Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase).

34.2 The Owners shall and shall require that its contractors (in respect of construction vacancies and jobs) to use reasonable endeavours to:

- (a) use reasonable endeavours to ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (Construction Phase) throughout the construction of the Development;
- (b) ensure the recruitment of Local Residents account for at least fifteen per cent (15%) of the construction jobs arising from the Development during the Construction Period;
- (c) ensure that during the Construction Period no less than 10 construction apprenticeships at a minimum of NVQ level 2 are available where each apprenticeship shall be for a period of not less than 26 weeks and at a salary not less than London Living Wage; and

- (d) provide opportunities for local businesses to bid/tender for sub-contracting opportunities and the supply of goods and services during the Construction Period.
- 34.3 Prior to first Occupation of any part of the Development, and thereafter on first Occupation of each Phase and to the extent permitted by law the Owners covenant:
- (a) to verify to the OPDC the amount of Local Residents employed in construction of the Development;
 - (b) to provide proof of construction apprentices, their NVQ levels and salary paid; and
 - (c) to provide a list of opportunities which have been tendered to local businesses and details of the local businesses sub-contracted or who have provided goods and services during the Construction Period.
- 34.4 The Owners covenant with OPDC to submit prior to the Occupation of each Phase of the Development to the OPDC for their written approval the Local Labour, Skills and Employment Strategy and Management Plan (Operational Phase).
- 34.5 The Owners covenant with OPDC that Prior to first Occupation of each phase of Development to use reasonable endeavours to ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan (occupation phase) throughout the Occupation of the Development.

Executed and delivered for and on behalf of)
Old Oak And Park Royal Development)
Corporation by:)



Authorised Signatory

DAVID LUNT

Name (BLOCK)

CHIEF EXECUTIVE

Position

Executed and delivered for and on behalf of)
Old Oak And Park Royal Development)
Corporation by:)



Authorised Signatory

FIONA MARSH

Name (BLOCK)

CHIEF FINANCE OFFICER

Position

Executed as a deed by)
GOODMAN LOGISTICS PR LONDON 1)
(UK) LLP (acting as General Partner of)
Goodman Logistics PR London 1 (UK) L.P)
by its Designated Member Goodman UK
Partnership GP LLP

Director



For and on behalf of Goodman Logistics
Management (UK) Limited as Member of
Goodman UK Partnership GP LLP
Director



For and on behalf of Goodman Logisitcs
Management (UK) Limited as Member of
Goodman UK Partnership GP LLP

Executed as a deed by **GOODMAN**)
LOGISTICS PR LONDON 1 NOMINEE (UK))
LIMITED acting by two directors or a director)
and the secretary:

Director:



Signature:

J D HARRIS

Name:

Director/Secretary:



Signature:

Name:

ROBERT REED