

DATED 01 March 2021

(1) THE GREATER LONDON AUTHORITY

(2) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER

(3) PADDINGTON CENTRAL II (GP) LIMITED

DEED OF AGREEMENT

**PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND ALL OTHER
ENABLING POWERS IN RELATION TO LAND KNOWN AS**

5 KINGDOM STREET, PADDINGTON, LONDON W2 6PY

Council Reference: 19/03673/FULL

GLA Reference: GLA/4925/02



Pinsent Masons

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THIS DEED is made on 01 March 2021

BETWEEN:-

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, London, SE1 2AA (the "GLA");
- (2) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of City Hall, 64 Victoria Street London SW1E 6QP (the "Council");
- (3) **PADDINGTON CENTRAL II (GP) LIMITED** (company registration number 5092409) whose registered office is at York House, 45 Seymour Street, London W1H 7LX (the "Owner").

WHEREAS:

- (A) The Council is the local planning authority for the administrative area of the Site for the purposes of the 1990 Act and is the local highways authority for the purposes of the 1980 Act.
- (B) The Owner is registered at HM Land Registry as proprietor of the freehold interests in that part of the Site registered under title numbers NGL838144, NGL818091 and NGL624083. The British Land Company PLC is the global ultimate owner of the Owner (its controlled subsidiary) and submitted the Planning Application to the Council.
- (C) Whilst the airspace between AOD level +29.57m and AOD +81.951m of title NGL858538 registered at HM Land Registry under proprietor Fortune Point Holdings Limited is within the redline for the Development, this is considered to be a de minimis land interest in relation to part of the Site and is not affected by the Development. In addition, Fortune Point Holdings Limited cannot implement the Development and any obligations relating to this airspace will be complied with in relation to the Owner's land.
- (D) On 14 May 2019, the Owner submitted the Planning Application to the Council for the Planning Permission to carry out the Development.
- (E) The Council resolved at a meeting of its Planning Committee on 7 January 2020 to refuse planning permission in respect of the Development.
- (F) On 23 March 2020 the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Planning Application.
- (G) At a representation hearing held on 29 October 2020, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of this Deed for the purpose of making acceptable arrangements for the carrying out of the Development.

- (H) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.
- (I) The Council remains the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the area in which the Site is located and in accordance with section 2E(5) of the 1990 Act will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed.
- (J) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act and the GLA confirms that this Deed is the sole planning agreement which secures the planning obligations in respect of the Planning Permission.
- (K) The Parties enter into this Deed to secure the planning obligations contained within it and to enable the GLA acting as the local planning authority to grant the Planning Permission for the Development.
- (L) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied, for the purposes of Regulation 122 of the CIL Regulations, that they are necessary to make the Planning Application acceptable in planning terms, directly related to the Planning Application, fairly and reasonably related in scale and kind to the Planning Application and are reasonable in all other respects and as such are enforceable by the GLA and the Council.

IT IS AGREED:-

1. DEFINITIONS AND INTERPRETATION

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

- | | |
|------------------------|--|
| "1980 Act" | means the Highways Act 1980 (as amended) |
| "1990 Act" | means the Town and Country Planning Act 1990 (as amended) |
| "All Inclusive" | means that the Affordable Workspace Rate shall include: <ul style="list-style-type: none">• business rates;• building service charge;• maintenance, waste, cleaning and security;• utilities;• voice and data;• management staff costs;• marketing, events and agent fees; |

- other administration costs;
- any reasonable Affordable Workspace Operator's profit margin; and
- Affordable Workspace Operator's overheads

"Affordable Workspace" means the three thousand nine hundred (3,900 GIA) square metres of floorspace within the Development allocated as affordable workspace for the life of the Development to be located entirely at Box Level, with a density of 50 square foot per desk and a minimum of 10% (ten per cent) of total area (NIA) to be dedicated communal space and facilities, provided at an average of 50% (fifty per cent) of the relevant Market Licence Rate

"Affordable Workspace Operator" means the Owner or such other affordable workspace operator as may be approved in writing by the Council

"Affordable Workspace Rate" means the estimated All Inclusive amount at which the Affordable Workspace will be leased which amount shall be calculated by applying an average discount of 50% (fifty per cent) to the Market Licence Rate (the maximum discount to be 100% (one hundred per cent) and the minimum discount to be 10% (ten per cent) as against the Market Licence Rate)

"Affordable Workspace Strategy" means a strategy to be prepared by the Owner and approved by the Council in accordance with the Draft Affordable Workspace Strategy, which may be updated from time to time with the agreement of the Council, and which shall include at least the following:

- Hours of operation/access;
- Occupation types, e.g. membership, number of fixed desks, spatial layout of offices;
- Licence terms including the fees payable by End Users, proposed length of tenure;
- Communal/events spaces;
- Business support provided (such as training, mentoring, access to finance, connecting businesses and organisations using the Affordable Workspace with local corporations,

facilitation networking, etc.);

- Community use and specific examples of activities to be provided to support the local community such as volunteering projects, pro bono services etc.;
- Access to cycle parking;
- Marketing strategy, eligibility criteria (c.f. definition of End User), details of available length of tenure for End Users, details of initial marketing to Local Residents;
- A plan of the Affordable Workspace showing all communal space; and
- Governance arrangements for reviewing rates, terms, occupancy levels, objectives

“Affordable Workspace Support Fund”

means a fund to be provided by the Owner for the purpose of supporting activities that remove barriers to entry to the Affordable Workspace for relevant enterprises or enable member enterprises to enhance their prospects for inclusive and sustainable growth. The fund shall be made up of the following income streams:

- an initial sum of £50,000 (fifty thousand pounds) to be provided by the Owner;
- the Rental Surplus; and
- any third party funding received

“Affordable Workspace Support Fund Strategy”

means a strategy prepared by the Owner and approved by the Council in accordance with the Draft Affordable Workspace Support Fund Strategy, which may be updated from time to time with the agreement of the Council, setting out how the Affordable Workspace Support Fund will be used to support enterprises

“Affordable Housing”

means low cost housing provided by a registered provider to eligible households whose needs are not met by the open housing market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an

affordable price for future eligible purchasers or renters, or, if such restrictions are lifted, for the subsidy (if any) to be recycled for alternative affordable housing provision

- “Affordable Housing Contribution”** means the sum of fourteen million three hundred thousand pounds sterling (£14,300,000) Index Linked payable by the Owner to the Council in accordance with Schedule 2 of this Deed towards off-site Affordable Housing within the City of Westminster
- “Box Level”** means levels B2 and B3 of the Development as shown on Plan 606-07-507 (Affordable Workspace Plan Lower Box Level) and 606_07_508 (Affordable Workspace Plan Upper Box Level) at Appendix 1 of this Deed
- “Building Regulations”** means the Building Regulations 2010 (as amended by the Building (Amendment) Regulations 2013)
- “Car Parking Management Plan”** means a car parking management plan to be submitted by the Owner to TFL and which will specify the car parking management measures for the Development in accordance with Schedule 3 of this Deed
- “Carbon Offset Contribution”** means the contribution payable by the Owner to the Council calculated using the Carbon Offset Contribution Calculation in respect of the amount of the Carbon Reduction Shortfall included within the Energy Assessment or such Updated Energy Assessment as the Council may have approved to off-set any shortfall in terms of meeting the London Plan’s requirement for major development to achieve net zero carbon emission
- “Carbon Offset Contribution Calculation”** means the actual Carbon Reduction Shortfall x Price Per Carbon Tonne x 30 years as set out in the Energy Assessment or such Updated Energy Assessment as the Council may have approved
- “Carbon Reduction Shortfall”** means the shortfall in meeting the Energy Assessment Target (expressed in tonnes of carbon dioxide) as set out in the Energy Assessment or such Updated Energy Assessment as the Council may have approved
- “Category A Fit Out”** means the main structural elements of the Affordable Workspace provided with base-build mechanical and electrical services together with but not limited to:

- floors;
- wall finishes;
- soffit finishes;
- lighting;
- ventilation;
- heating and power

“Category B Fit Out”

means the main structural elements of the Affordable Workspace provided with base-build mechanical and electrical services, Category A Fit Out together with but not limited to:

- internal partitions;
- kitchen;
- toilets;
- breakout and reception areas;
- furniture;
- IT and audio equipment;
- branding;
- meeting rooms and cellular office units;

and other internal fixtures and fitting as are appropriate to facilitate first occupation of the Affordable Workspace

“CIL Regulations”

means the Community Infrastructure Levy Regulations 2010 (as amended)

“Commercial Floorspace”

means the forty eight thousand two hundred and sixty four (48,264) square metres (GIA) of office space to be provided on the upper floors within the Development and the potential additional seven hundred and twenty three (723) square metres (GIA) of office space to be provided on the lower floors within the Development

“Commercial Travel Plan”

means a travel plan to be submitted by the Owner to TFL for the

Commercial Floorspace and which will specify measures to promote sustainable transport for the Development in accordance with Schedule 3 of this Deed

“Community Auditorium” means the 250-seat auditorium which will be made available to Local Community Groups free of charge for community use for four (4) morning, afternoon or evening sessions per calendar month

“Community Auditorium Strategy” means the strategy for the provision of the Community Auditorium and which shall include at least the following:

- (a) details of how the Owner will allow Local Community Groups to access and use the Community Auditorium;
- (b) details of the terms of use of the Community Auditorium; and
- (c) a commitment to make the Community Auditorium available to Local Community Groups free of charge for community use for at least four (4) morning, afternoon or evening sessions free of charge per calendar month

“Community Space” means the one hundred (100) square metres of community space within the Development that will be open to Local Community Groups to book free of charge

“Community Space Strategy” means the strategy for the provision of the Community Space and which shall include at least the following:

- (a) details of how the Owner will allow Local Community Groups to access and use the Community Space;
- (b) details of the terms of use of the Community Space; and
- (c) details of how and on what terms users of the Affordable Workspace can access and use the Community Space within the Development in the event that it has not first been booked by a Local Community Group (Local Community Groups to have priority booking) and provided that users of the Affordable Workspace cannot make a recurring booking at any one time

“Construction Period” means the period starting from the point at which contractors

Implement the Planning Permission and until Practical Completion of the Development

"Contributions"

means the:-

- (a) Affordable Housing Contribution;
- (b) Carbon Offset Contribution;
- (c) Cycle Hire Docking Station Contribution;
- (d) Employment and Skills Contribution;
- (e) Highway Improvements Contribution;
- (f) Legible London Contribution; and
- (g) Monitoring Fee;

to be paid by the Owner pursuant to this Deed and "**Contribution**" shall mean any one of them

"Cycle Hire Docking Station"

means the twenty four (24) new cycle docks to be provided within the Paddington Central campus (as shown outlined in blue on Plan 606-07-004 (Site Location Plan – All Levels) at Appendix 1 to this Deed), the location of which is to be agreed between the Owner, the Council and TFL and at no cost to the Council

"Cycle Hire Docking Station Contribution"

means the sum of one hundred and eighty seven thousand pounds sterling (£187,000) Index Linked payable to the Council for the provision of the Cycle Hire Docking Station

"Deed"

means this deed of agreement

"Demolition Works"

means the taking down of the structure of the existing buildings at the Site or any part thereof including without limitation site clearance the erection of fencing and or hoarding the creation of a site compound or other means of enclosure for the purposes of site security operations in connection with site investigation (including site surveys and ground investigations) creation of temporary accesses archaeological investigations and works including the preservation and removal of archaeological artefacts decontamination works removal of hazardous substances site preparation including earth moving and laying of sewers and

services and "Demolition" shall be construed accordingly

"Development"

means the development of the Site authorised by the Planning Permission and described as the erection of a mixed-use development comprising ground floor (at Kingdom Street level) plus 19 storeys to provide offices (B1a) and retail (A1/A3) plus plant and amenity areas at roof level. Three floors below Kingdom Street delivered in phases to provide an auditorium (Sui Generis), and a flexible mix of business (B1a), retail (A1/A3/Sui Generis), sport and leisure (D2) exhibition/conference (D1/Sui Generis) uses and a community and educational space (D1) within the former 'Crossrail box'. New outdoor terraces adjacent to railway at basement level; creation of a new pedestrian and cycle link between Harrow Road and Kingdom Street including internal and external garden and landscaping; and associated works in accordance with the Planning Permission

"Draft Affordable Workspace Strategy"

means the draft strategy at Appendix 2 of this Deed

"Draft Affordable Workspace Support Fund Strategy"

means the draft strategy at Appendix 3 of this Deed

"Employment and Skills Contribution"

means the sum of two million one hundred and thirty six thousand seven hundred and twenty six pounds sterling (£2,136,726) Index Linked payable by the Owner to the Council towards initiatives that provide local employment, training opportunities and skills development and supporting the Westminster Employment Service for the benefit of Local Residents

"Employment and Training Strategy (Construction)"

means a written plan which promotes and facilitates within the City of Westminster provision of employment, training and apprenticeship opportunities created by the Development during the Construction Period of the Development for Local Residents which shall be prepared in accordance with the Council's "Inclusive Local Economy & Employment" guidance

"Employment and Training Strategy (End Use)"

means a written plan which promotes and facilitates within the City of Westminster provision of employment, training and apprenticeship opportunities created by the Development during the End Use Period of the Development for Local Residents which shall

be prepared in accordance with the Council's "Inclusive Local Economy & Employment" guidance

"End Use Period" means the period commencing upon Occupation in which tenants of the Development are in Occupation for the use(s) secured pursuant to the Planning Permission

"End User" means in relation to the occupiers of the Affordable Workspace, eligibility criteria including (but not limited to) the following:

(a) organisations (such as limited companies) or self-employed people which can evidence:

- I. teams of 10 or less employees at the start of their occupation;
- II. trading for 5 or less years at the start of their occupation of the Affordable Workspace; or
- III. the need for affordable workspace including evidence that they cannot afford workspace at market rates;

(b) operating businesses with potential for future commercial success taking into account what the business does and the individuals managing the business or social enterprises; and

(c) being able, willing and committed to delivering social value to Local Residents such as creating jobs or skills opportunities, paid internships, volunteering on community projects

"Energy Assessment" means the energy assessment dated July 2020 prepared by Ramboll and submitted with the Planning Application

"Energy Assessment Target" means the London Plan policy target at the date hereof (set out in the Energy Assessment) of a 35% reduction in regulated carbon emissions for non-domestic elements of the Development compared with the requirements of the Building Regulations Part L 2013

"GIA" means Gross Internal Area

"Highways Agreement" means one or more agreements pursuant to section 38 and/or section 278 of the 1980 Act

"Highway Improvements" means nine hundred and thirty thousand pounds sterling (£930,000) Index Linked paid by the Owner to the Council towards highway

Contribution"	improvements and junction improvement works at the junction of Harrow Road and Westbourne Bridge which for the avoidance of doubt is separate to any sums paid to the Council in respect of the Highway Works
"Highway Works"	<p>means the works to be undertaken on the public highway comprising but not limited to:</p> <ul style="list-style-type: none">• the removal of the existing vehicle egress and reinstatement as footway and access for cyclists <p>and any associated works necessary to accommodate the Development (including alterations to drainage, lighting, signage, traffic management orders, street furniture, street trees, soft and hard landscaping, and other highway infrastructure (including all legal, administrative and statutory processes) within the area shaded green on drawing with reference "19/03673 - 5 Kingdom Street" appended at Appendix 1 of this Deed and provided in accordance with Schedule 3 and secured through the completion of a Highways Agreement</p>
"Implement"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined in Section 56(4) of the 1990 Act in respect of the Development but excluding always the Demolition Works or any part of them, and the words "Implemented" and "Implementation" shall be construed accordingly
"Index"	means the Consumer Price Index issued by the Office for National Statistics or any replacement index or such alternative index as may be agreed between the relevant Parties from time to time
"Index Linked"	means the increasing of a sum by reference to the Index (the comparison being between the Index published in the month preceding that in which this Deed is completed and the Index published in the month preceding the applicable later date)
"Interest"	means the rate of interest being 3% (three per cent) above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis
"Legible London"	means four thousand five hundred pounds sterling (£4,500) to be

Contribution"	paid to the Council towards Legible London wayfinding signage within the vicinity of the Development
"Licence Fee Cap"	means an annual increase of the Affordable Workspace Rate by no more than the Index capped at 3% (three per cent)
"Local Community Groups"	means any group or organisation based within the wards of Hyde Park, Little Venice, Bayswater, Lancaster Gate and Westbourne including, but not limited to, residents associations, special interest groups, children and youth groups, faith groups and other groups open to local people around a theme/interest area that are active in the area
"Local Residents"	means <ul style="list-style-type: none">a) in relation to the Employment and Skills Strategy (End Use) the residents of the Council's administrative area who shall, in the context of the submission of the Employment and Skills Plan and the Employment and Skills Contribution, be given priority, followed by residents of boroughs in the "Construction Careers Program", which include the City of London, Camden, Islington, Southwark, Lambeth, Wandsworth and Kensington and Chelsea; andb) in relation to the Affordable Workspace residents of the City of Westminster
"London Plan"	means the London Plan published in March 2016 as revised from time to time
"Market Licence Rate"	means the following rates: <ul style="list-style-type: none">a) workstation within a private office - £800 £/month per workstation;b) workstation within a shared office - £700 £/month per workstation; andc) workstation (hot desk) - £550 £/month per workstation
"Mayor's Affordable Housing and Viability SPG"	means the "Affordable Housing and Viability Supplementary Planning Guidance" published by the Mayor of London in August 2017

"Monitoring Fee"	means the sum of six thousand pounds sterling (£6,000) payable by the Owner to the Council and to be used by the Council following receipt to monitor compliance with or default of the covenants and obligations contained within this Deed
"Occupation"	means the first occupation of any part of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase of it) (subject to paragraph 1.1 of Schedule 5) and the terms " Occupy " and " Occupied " shall be construed accordingly
"Parties"	means the GLA, the Council and the Owner and " Party " shall be construed accordingly
"Planning Application"	means the planning application (reference number 19/03673/FULL) received by the Council on 14 May 2019, as amended, seeking full planning permission to carry out the Development on the Site
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application
"Practical Completion"	means the issue of a certificate in accordance with a works or building contract certifying that practical completion has taken place in respect of the Development or Commercial Floorspace (as applicable) to Shell and Core Standard pursuant to the Planning Permission and " Practically Complete " and " Practically Completed " shall be construed accordingly
"Price Per Carbon Tonne"	means sixty pounds sterling (£60) per carbon tonne Index Linked from the date of this Deed until the date of payment of the Carbon Offset Contribution
"Public Art "	means public art to be provided by the Owner within the Development to the total value of one million pounds sterling (£1,000,000) Index Linked which for the avoidance of doubt shall include the procurement, maintenance and insurance of the public art
"Public Realm"	means the provision of public realm as shown in green on Plan 606_07_511 (Proposed Public Realm and Walkways Plan) at Appendix 1 of this Deed which shall be freely accessible to the general public in accordance with the approved Public Realm

Strategy

- "Public Realm Strategy "** means a plan for the provision of the Public Realm to be prepared by the Owner and approved by the Council which shall contain details as to delivery, layout, management, practical completion, permitted cycle access, permitted closures and on-going maintenance (including repair, renewal, cleaning and keeping tidy) of the Public Realm and can be amended from time to time by agreement between the Owner and the Council
- "Rental Surplus"** means the portion of the Affordable Workspace Rate collected in any one year by the Affordable Workspace Operator as a result of the Affordable Workspace Rate being charged on average at less than 50% (fifty per cent) of the Market Licence Rate
- "S106 Monitoring Officer"** means the officer (within the Directorate of Policy, Performance and Communications of the Council) as designated from time to time with monitoring functions in relation to planning obligations under Section 106 of the 1990 Act
- "Shell and Core Standard"** means construction of the base structure and foundations, installation of beams, columns, floor slabs and roof structure, provision of the building envelope with exterior walls, exterior glazing, roof and area separation walls
- "Site"** means the land shown edged red on Plan 606_07_004 (Site Location Plan – All Levels) attached to this Deed at Appendix 1, registered at HM Land Registry under title numbers NGL838144, NGL818091 and NGL624083 and known as 5 Kingdom Street, Paddington, London W2 6PY
- "Specified Date"** means the date on which a Contribution becomes payable pursuant to the terms of this Deed
- "Statutory Undertaker"** means a statutory undertaker as defined by section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) (England) Order 2015
- "TFL"** means Transport for London or any statutory successor
- "Updated Energy Assessment"** means such updated energy assessment as may be prepared by the Owner and approved by the Council pursuant to Condition 33 of the Planning Permission and which shall contain details of the

Carbon Reduction Shortfall of the completed Development

- “Walkways”** means the walkways to be subject to the Walkways Agreement as shown in red on Plan 606_07_511 (Proposed Public Realm and Walkways Plan) at Appendix 1 of this Deed
- “Walkways Agreement”** means the agreement entered into between the Parties pursuant to section 35 of the Highways Act 1980 in accordance with paragraph 5 of Schedule 3 to secure access to the Walkways within the Site in substantially the form of the walkways agreement dated 22 December 2011 appended at Appendix 4 of this Deed
- “Westbourne Bridge Improvements Study”** means a feasibility study to be undertaken by suitably qualified professionals (agreed by Network Rail) to assess the visual appearance of Westbourne Bridge and recommend what measures can be implemented to make the appearance of the bridge acceptable in light of its heritage status and the cost of such measures, the cost of such study to be capped at twenty thousand pounds (£20,000.00)
- "Working Days"** means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and "Working Day" shall be construed accordingly

1.2 In this Deed:-

- 1.2.1 references to Clauses, Schedules, paragraphs, plans, drawings are unless otherwise stated references to Clauses and Schedules to this Deed and headings to Clauses of this Deed do not affect the interpretation or construction of this Deed;
- 1.2.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 1.2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 1.2.4 references to the Owner or the GLA or the Council shall include the successor in title of that Party and in the case of the GLA and the Council shall also include any successor to its statutory functions and covenants restrictions obligations;
- 1.2.5 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;

1.2.6 the planning obligations herein shall, subject to Clause 9, be enforceable by the GLA and the Council against the Owner and its respective successors and assigns as if those persons had been the original covenanting Party in respect of that interest for the time being held by them; and

1.2.7 where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several.

2. **STATUTORY AUTHORITY AND ENFORCEABILITY**

2.1 This Deed is made pursuant to:-

2.1.1 section 2E and section 106 of the 1990 Act;

2.1.2 section 111 of the Local Government Act 1972;

2.1.3 section 1 of the Localism Act 2011;

2.1.4 section 16 of the Greater London Council (General Powers) Act 1974;

2.1.5 and all other enabling powers;

with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site and shall be enforceable as such by the GLA and the Council each as local planning authority.

2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the 1990 Act.

2.3 The planning obligations within this Deed are compliant with regulation 122 of the CIL Regulations.

3. **CONDITIONALITY**

3.1 Subject to Clause 3.2, this Deed will only come into effect and is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 Implementation of the Development.

3.2 Clauses 1-3, 4.2, 4.3, 5.3, 6-23 shall take effect on the date of this Deed. Paragraphs 1.1.1 of Schedule 2, Paragraph 3.1.1 of Schedule 3, Paragraph 1.1 of Schedule 4 and Paragraph 1.1.1 of Schedule 6 shall take effect prior to Implementation of the Development.

4. THE OWNER'S OBLIGATIONS

- 4.1 The Owner covenants with the GLA and the Council to perform and observe its obligations set out in Schedule 2 to Schedule 7 of this Deed.
- 4.2 The Owner covenants to pay on or before completion of this Deed the GLA's and the Council's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.
- 4.3 On completion of this Deed, the Owner will pay to the Council the Monitoring Fee. For the avoidance of doubt the Monitoring Fee shall be in addition to the costs referred to in sub-Clause 4.2 above.

5. THE COUNCIL'S AND GLA'S COVENANTS

- 5.1 The GLA covenants with the Owner and the Council to comply with, perform and observe its obligations set out in Schedule 8 of this Deed.
- 5.2 The Council covenants with the Owner and the GLA to comply with, perform and observe its obligations set out in Schedule 8 of this Deed.
- 5.3 Nothing herein contained shall prejudice or affect the GLA's or the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the Development and any other subject matter of this Deed as if this Deed had not been executed by the GLA and the Council.

6. OWNERS' CAPACITY TO ENTER INTO THIS DEED

- 6.1 The Owner in respect of its registered interest in the Site as recited above hereby warrants that it has full power to enter into this Deed and that it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.
- 6.2 The Owner covenants that the airspace between AOD level +29.57m and AOD +81.951m of title NGL858538 registered at HM Land Registry under proprietor Fortune Point Holdings is not affected by the Development.

7. INTEREST

Where any payment due under this Deed is paid late then Interest will be payable on the sum in question from the date payment is due until the date of payment.

8. INDEXATION

- 8.1 The Contributions payable under this Deed shall be Index Linked.

9. **LIABILITY AND ENFORCEMENT**

9.1 Without prejudice to the GLA and the Council's statutory rights of access of entry the Owner shall permit the GLA and/or the Council and its authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

9.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site (or in the event of a disposal of part of the Site against the part disposed) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.3 The covenants, restrictions and requirements contained in this Deed shall not be binding upon nor enforceable against:-

9.3.1 individual purchasers lessees and/or occupiers of any units constructed on the Site pursuant to the Planning Permission not involved in the construction of the Development and who do not own any other type of interest in the Development Provided That individual purchasers lessees and/or occupiers of units shall not Occupy the Development in breach of a restriction prohibiting Occupation until details have been submitted or works have been undertaken or Contributions paid.

9.3.2 any mortgagee of a person identified pursuant to paragraph 9.3.1 above; or

9.3.3 any Statutory Undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or drainage in connection with the Development of the Site.

10. **REGISTRATION & DISCHARGE**

10.1 This Deed shall be registrable by the Council as a local land charge in the Register of Local Land Charges maintained by the Council.

11. **LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION**

11.1 If the Planning Permission is quashed following a judicial review or expires before the Development has been Implemented or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.

11.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.

11.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

12. **APPROVALS**

It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing (including by email).

13. **POWERS OF THE GLA AND THE COUNCIL**

Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the GLA or the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

14. **NOTICES**

14.1 Unless otherwise agreed, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier as follows:

14.1.1 in the case of the GLA at the address for the GLA given on page 1 of this Deed or any other address previously notified by the GLA in writing;

14.1.2 in the case of the Council at the address for the Council given on page 1 of this Deed or any other address previously notified by the Council in writing but in the first instance to the S106 Monitoring Officer; and

14.1.3 in the case of the Owner at the address for the Owner given on page 1 of this Deed or any other address previously notified by the Owner in writing.

14.2 Any notice shall be deemed to have been duly received:

14.2.1 if delivered personally, when left at the address referred to in this Clause 14;

14.2.2 if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting; or

14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

PROVIDED THAT if a notice, demand or any other communication is served after 4.00 p.m. on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

15. **CHANGE OF OWNERSHIP**

15.1 The Owner warrants that:

15.1.1 they have full power to enter into this Deed;

15.1.2 the title details referred to in the Recitals of this Deed are complete and accurate at the date of this Deed; and

15.1.3 they have obtained all necessary consents from any mortgagee, chargee or any other person having a title or interest in the Site to allow it to enter into this Deed.

15.2 The Owner covenants to give the Council and the GLA immediate written notice of any change in ownership of any of its legal interests in the Site occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Site purchased by reference to a plan or postal address (or registered office if a company) provided always that the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner occupier or tenant of any of the units within the Development and the new owner will not be involved in the construction or operation of the Development or the new owner is a mortgagee or chargee of such individual owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

16. **VAT**

All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of Value Added Tax ("**VAT**") properly payable in respect thereof provided that if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

17. **WAIVER**

17.1 No waiver (whether express or implied) by the GLA or the Council of any breach or default by the Owner in performing or observing any of the covenants, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA or the Council from enforcing any of the said covenants, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

18. **SEVERABILITY**

18.1 Each Clause sub-Clause schedule or paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any Clause sub-Clause schedule or paragraph becomes or is invalid because one or more of such Clause sub-Clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever (but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished) then any modifications necessary to ensure such Clause sub-Clause schedule or paragraph be valid shall apply without prejudice to any other Clause sub-Clause schedule or paragraph contained therein.

18.2 If any provision in this Deed is held to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

19. **DISPUTE RESOLUTION**

19.1 In the event of any dispute or difference arising between any of the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications and with at least 10 (ten) years' experience in the relevant matters that are in dispute to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the Parties in the absence of fraud or manifest error and any costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties to the dispute in equal shares.

19.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 19.1 or as to the appropriateness of the professional body then such question may be referred by either Party to the dispute to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all Parties to the dispute in the absence of fraud or manifest error and his costs shall be payable by the Parties to the dispute in such proportion as he shall

determine and failing such determination shall be borne by the Parties to the dispute in equal shares.

- 19.3 Any expert howsoever appointed shall be subject to the express requirement for a decision to be reached and communicated to the Parties to the dispute (with written reasons) within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days after the conclusion of the final hearing that takes place or 20 (twenty) Working Days after he has received the final file or written representation.
- 19.4 The expert shall be required to give notice to the Parties to the dispute requiring each of them to submit to him within 10 (ten) Working Days of notification of his appointment written submissions and supporting material and the other Party will be entitled to make a counter written submission within a further 10 (ten) Working Days.
- 19.5 The provisions of this Clause 19 shall not affect the ability of the GLA or the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 19.6 This Clause 19 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject to the jurisdiction of the courts.

20. **THIRD PARTY RIGHTS**

This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

21. **JURISDICTION**

This Deed shall be governed by and construed and interpreted in accordance with the laws of England.

22. **ELECTRONIC EXECUTION AND COMPLETION**

22.1 The Parties each hereby agree that:

22.1.1 for the purposes of the execution of this Deed an electronically affixed seal and/or electronic or scanned signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each Party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and

22.1.2 plans and other appendices (as applicable) may be electronically signed/initialled; and

22.1.3 this Deed may be electronically dated and completed; and

22.1.4 further to completion of this Deed each Party will accept an electronic copy of the executed and completed Deed in lieu of a hardcopy document.

23. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1
DRAFT PLANNING PERMISSION

GREATER LONDON AUTHORITY

Good Growth

Laura Elias
CBRE Ltd
Henrietta House
Henrietta Place
London
W1G 0NB

GLA ref: GLA/4925/07
Westminster City Council ref: 19/03673/FUL
Date:

Dear Ms Elias,

Town & Country Planning Act 1990 (as amended); Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008

5 Kingdom Street

GLA reference: GLA/4925

Westminster City Council ref: 19/03673/FULL

Applicant: British Land

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED

The Mayor of London hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

“Full planning permission for the erection of a mixed-use development comprising ground floor (at Kingdom Street level) plus 19 storeys to provide offices (B1a) and retail (A1/A3) plus plant and amenity areas at roof level. Three floors below Kingdom Street delivered in phases to provide an auditorium (Sui Generis), and a flexible mix of business (B1a), retail (A1/A3/Sui Generis), sport and leisure (D2), exhibition/conference (D1/Sui Generis) uses and a community and educational space (D1) within the former 'Crossrail Box'. New outdoor terraces adjacent to railway at basement level; creation of a new pedestrian and cycle link between Harrow Road and Kingdom Street including internal and external garden and landscaping; and associated works.”

At: 5 Kingdom St, London W2 6PY

Subject to the following planning conditions:

i. Time limit and approved plans:

1. Time limit

The development hereby permitted shall be begun within 3 years from the date of this permission.

Reason:

To prevent the accumulation of unimplemented planning permissions and to comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. Compliance with approved drawings

The development hereby permitted shall be carried out in accordance with the following drawings and other documents listed on this decision letter, and any drawings approved in writing subsequently by the local planning authority pursuant to any conditions on this decision letter.

Reason:

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

1. Site	
Site Location Plan - Box Level	606_07_001 P2
Site Location Plan - Lower Ground Level	606_07_002 P2
Site Location Plan - Ground Level	606_07_003 P2
Site Location Plan - All levels	606_07_004 P2
Existing Box Level Demolition Plan	606_07_010 P2
Existing Lower Ground Level Demolition Plan	606_07_011 P2
Existing Ground Level Demolition Plan	606_07_012 P2
Existing Demolition Sections	606_07_013 P2
2. Plans	
Proposed Lower Box Level Plan	606_07_100 P2
Proposed Upper Box Level Plan	606_07_101 P2
Proposed Lower Ground Level Plan	606_07_102 P2
Proposed Ground Level Plan	606_07_103 P2
Proposed Mezzanine Plan	606_07_104 P2
Proposed Level 01 Plan	606_07_105 P2
Proposed Typical Lower Office Level Plan	606_07_111 P2
Proposed Typical Upper Office Level Plan	606_07_119 P2
Proposed Level 19 Plan	606_07_123 P2
Proposed Roof Plan	606_07_124 P2
3. Elevations	
Existing Context Elevation - North	606_07_200 P2

Existing Context Elevation - West	606_07_201 P2
Existing Context Elevation - South	606_07_202 P2
Existing Context Elevation - East	606_07_203 P2
Existing Context Section - Kingdom Street	606_07_204 P2
Proposed Context Elevation - North	606_07_205 P2
Proposed Context Elevation - West	606_07_206 P2
Proposed Context Elevation - South	606_07_207 P2
Proposed Context Elevation - East	606_07_208 P2
Proposed Context Section - Kingdom Street	606_07_209 P2
Proposed North Elevation	606_07_210 P2
Proposed North Elevation - No Westway	606_07_211 P2
Proposed East Elevation	606_07_212 P2
Proposed East Elevation - No Buildings	606_07_213 P2
Proposed South Elevation	606_07_214 P2
Proposed West Elevation	606_07_215 P2
Proposed West Elevation - No Bridges	606_07_216 P2
4. Sections	
Proposed Section AA	606_07_300 P2
Proposed Section BB	606_07_301 P2
Proposed Section CC	606_07_302 P2
5. Bay Studies	
Bay Study - Lower Levels South	606_07_400 P2
Bay Study - Typical Levels South	606_07_401 P2
Bay Study - Upper Levels South	606_07_402 P2
Bay Study - Upper Levels North	606_07_403 P2
Bay Study - Kingdom Square Pavilion	606_07_404 P2
Bay Study - West Link Pavilion	606_07_405 P2
Bay Study - The Plinth	606_07_406 P2
Bay Study - Plinth At South West	606_07_407 P2
Bay Study - Plinth At North	606_07_408 P2
6. Phasing Plan	
Phasing Plan – Box Levels	606_07_020 P1

May 2019 Documents (original planning application submission)	July 2020 Documents (amendments to planning application)	October 2020 (Addendum/Subsequent Submission to GLA)
Energy Assessment	Energy Assessment	
Operational Management Framework	Operational Management Framework	
Sustainability Statement	Sustainability Statement Addendum	
Television Interference Desk Based Report		
	Fire Statement	Fire Statement (Rev 1)
Historic Environment (Archaeological) Assessment		
Phase I Environmental Assessment - Ground Conditions and Contamination		
Transport Assessment	Transport Assessment Addendum	
Travel Plan		
Delivery, Servicing and Waste Management Plan	Delivery, Servicing and Waste Management Plan Addendum	
Flood Risk Assessment (inc drainage)		
Westminster SUDS proforma		
Ecological Impact Assessment		
Air Quality Assessment	Air Quality Assessment Addendum	
Noise and Vibration Impact Assessment	Noise and Vibration Impact Assessment Addendum	
Outline Construction Environmental Management Plan		

ii. Pre-commencement Conditions:

3. Circular economy statement

No development shall commence until a revised circular economy statement is submitted to and approved in writing by the local planning authority in consultation with the GLA. This shall include the provision of:

- a Bill of Materials for the main elements of the building that sets out the weight of each element (façade, sub-structure, structure, floors, roof, internal partitions), its weight divided by the GIA floor area of the building and a commitment to achieving a minimum 20% recycled content by value;
- a Recycled and Waste Reporting Table that details the weight of the waste arising from demolition, excavation and construction, the percentage of waste reused/recycled on site, offsite, the percentage to landfill, and the percentage to other management (e.g. incineration), with the commitment to a 95% diversion from landfill for all three waste streams;
- specific measures to meet the Mayor's 65% target for Municipal waste recycling;
- for any residual waste that is destined for landfill, written evidence that the destination landfill(s) have the capacity to receive waste, along with a notification of the likely destination of all waste streams (beyond the Materials Recycling Facility) where known;
- a commitment to producing a Post Completion Report setting out the predicted and actual performance against all numerical targets, and provide updated versions of the Recycling and Waste Reporting form and the Bill of Materials.

The development shall not be carried out otherwise than in accordance with the details so approved.

Reason:

In the interests of sustainable development. It is necessary to deal with these matters prior to commencement as the information was not available for consideration as part of the planning application submission.

4. Non-Road Mobile Plant and Machinery (“NRMM”)

The development hereby permitted shall not commence until evidence that the developer/contractor has signed up to the Non-Road Mobile Plant and Machinery register has been submitted to and approved in writing by the local planning authority. Following sign-up, the following steps shall be undertaken:

- a. The development site must be entered onto the register alongside all the NRMM equipment details;
- b. the register must be kept up-to-date for the duration of the construction of development;
- c. it is to be ensured that all NRMM complies with the requirements of the directive; and,
- d. an inventory of all NRMM to be kept on-site stating the emission limits for all equipment.

Reason:

To protect local air quality. It is necessary to deal with these matters prior to commencement to ensure that construction works are carried out accordingly.

5. Contaminated land investigation

Prior to the commencement of the development, you must carry out a detailed site investigation to find out if the building or land are contaminated with dangerous material, to assess the contamination that is present, and to find out if it could affect human health or the environment. This site investigation must meet the water, ecology and general requirements outlined in 'Contaminated Land Guidance for Developers submitting planning applications' - produced by Westminster City Council in January 2018.

You must apply to the local planning authority for approval of the following investigation reports. You must apply to the local planning authority and receive our written approval for phases 1, 2 and 3 before any demolition or excavation work starts, and for phase 4 when the development has been completed but before it is occupied.

Phase 1: Desktop study - full site history and environmental information from the public records.

Phase 2: Site investigation - to assess the contamination and the possible effect it could have on human health, pollution and damage to property.

Phase 3: Remediation strategy - details of this, including maintenance and monitoring to protect human health and prevent pollution.

Phase 4: Validation report - summarises the action you have taken during the development and what action you will take in the future, if appropriate.

Reason:

To make sure that any contamination under the site is identified and treated so that it does not harm anyone who uses the site in the future. It is necessary to deal with these matters prior to commencement, as the detailed information was not available for consideration as part of the planning application submission.

6. Code of Construction Practice

Prior to the commencement of any:

- (a) Demolition, and/or
- (b) Earthworks/piling and/or
- (c) Construction

On site you must apply to the local planning authority for written approval of evidence to demonstrate that any implementation of the scheme hereby approved, by the applicant or any other party, will be bound by Westminster City Council's Code of Construction Practice. Such evidence must take the form of the relevant completed Appendix A checklist from the Code of Construction Practice, signed by the applicant and approved by the Westminster City Council's Environmental Sciences Team, which constitutes an agreement to comply with the Code of Construction Practice and requirements contained therein. Commencement of the relevant stage of demolition, earthworks/piling or construction cannot take place until the local planning authority has issued its written approval through submission of details prior to each stage of commencement.

Reason:

To protect the environment of residents and the area. It is necessary to deal with these matters prior to commencement to ensure that all demolition and construction works are carried out accordingly.

7. London Underground method statement

No development shall commence until detailed design and method statements (in consultation with London Underground) for each stage of the development for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- provide details on all structures;
- accommodate the location of the existing London Underground structures;
- accommodate ground movement arising from the construction thereof; and
- mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

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

Reason:

To ensure that the development does not impact on existing London Underground transport infrastructure. It is necessary to deal with these matters prior to commencement to ensure that all demolition and construction works are carried out accordingly.

8. Demolition Environmental Management and Logistics Plan

No demolition shall commence until a demolition management and logistics plan is submitted to and approved in writing by the local planning authority in consultation with TfL. The plan shall include specific details relating to the logistics and management of all demolition works associated with the proposed development and aim to minimise road vehicle movements, traffic congestion, pollution and adverse amenity impacts. It should be produced in accordance with TfL's latest Construction Logistics Plan Guidance. The plan should include:

- a) Details of the site manager, including contact details (phone, email, postal address) and the location of a large notice board on the site that clearly identifies these details and a 'Considerate Constructors' contact telephone number;
- b) The parking of vehicles of site operatives and visitors;
- c) Loading and unloading of plant and materials;
- d) Storage of plant used in demolition works;
- e) The erection and maintenance of security hoarding(s) including decorative displays and facilities for public viewing, where appropriate;
- f) Wheel washing facilities;
- g) Measures to control the emission of dust, dirt and emissions to air during demolition; such measures to accord with the Air Quality and Dust Management Plan guidance provided in the document "The Control of Dust and Emissions during construction and demolition", Mayor of London, July 2014;
- h) A scheme for recycling/disposing of waste resulting from demolition works;
- i) Methods to minimise waste, to encourage re-use, recovery and recycling, and sourcing of materials; and a nominated Developer/Resident Liaison Representative with an address and contact telephone number to be circulated to those residents consulted on the application by the developer's representatives. This person will act as first point of contact for residents who have any problems or questions related to the ongoing development; and
- j) Demolition work and associated activities are to be carried out in accordance with the recommendations contained within British Standard 5228:2009, "Code of practice for noise and vibration control on construction and open sites" Parts 1 and 2;
- k) The applicant's commitment to employ suppliers/ contractors who have achieved at least 'Silver level' accreditation or above of the Fleet Operator Recognition Schemes (FORS) ensuring adequate safety training and efficient operation of construction logistics activities.

The demolition works shall be carried out in accordance with the details so approved.

Reason:

To safeguard the amenity of adjacent residents, to ensure efficient and sustainable operation of the borough's highway system and to safeguard pedestrian and highway safety and to prevent or reduce air pollution during demolition and construction. It is necessary to deal with these matters prior to commencement to ensure that all demolition works are carried out accordingly.

9. Construction Environmental Management and Logistics Plan

No construction works shall commence until a construction management and logistics plan is submitted to and approved in writing by the local planning authority in consultation with TfL. The plan shall include specific details relating to the construction, logistics and management of all construction works associated with the proposed development and aim to minimise road vehicle movements, traffic congestion, pollution and adverse amenity impacts. It should be produced in accordance with TfL's latest Construction Logistics Plan Guidance. The plan should include:

- a) Details of the site manager, including contact details (phone, email, postal address) and the location of a large notice board on the site that clearly identifies these details and a 'Considerate Constructors' contact telephone number;
- b) The parking of vehicles of site operatives and visitors;
- c) Loading and unloading of plant and materials;
- d) Storage of plant and materials used in constructing the development;
- e) The erection and maintenance of security hoarding(s) including decorative displays and facilities for public viewing, where appropriate;
- f) Wheel washing facilities;

- g) Measures to control the emission of dust, dirt and emissions to air during construction; such measures to accord with the Air Quality and Dust Management Plan guidance provided in the document "The Control of Dust and Emissions during construction and demolition", Mayor of London, July 2014;
- h) A scheme for recycling/disposing of waste resulting from construction works;
- i) The use of efficient construction materials;
- j) Methods to minimise waste, to encourage re-use, recovery and recycling, and sourcing of materials; and a nominated Developer/Resident Liaison Representative with an address and contact telephone number to be circulated to those residents consulted on the application by the developer's representatives. This person will act as first point of contact for residents who have any problems or questions related to the ongoing development; and
- k) Construction work and associated activities are to be carried out in accordance with the recommendations contained within British Standard 5228:2009, "Code of practice for noise and vibration control on construction and open sites" Parts 1 and 2;
- l) The applicant's commitment to employ suppliers/ contractors who have achieved at least 'Silver level' accreditation or above of the Fleet Operator Recognition Schemes (FORS) ensuring adequate safety training and efficient operation of construction logistics activities.

The construction works shall be carried out in accordance with the details so approved.

Reason:

To safeguard the amenity of adjacent residents, to ensure efficient and sustainable operation of the borough's highway system and to safeguard pedestrian and highway safety and to prevent or reduce air pollution during demolition and construction. It is necessary to deal with these matters prior to commencement to ensure that all construction works are carried out accordingly.

10. Public toilets

Before the development is commenced (save for demolition), and notwithstanding the approved drawings, the following shall be submitted to and approved in writing by the local planning authority:

- a) floor plans of B1 (Lower ground floor) and B2 (Upper Box level) levels, demonstrating adequate provision of free public toilets suitable for a range of users including disabled people, families with young children and people of all gender identities and the provision of at least one free 'Changing Places' toilets designed in accordance with the guidance in British Standard BS8300-2:2018;
- b) details of the ongoing management and cleaning, demonstrating that the toilets provided would be available to the public during the Public Garden's opening hours and would be maintained safe, well-lit and clean.

The development shall be carried out and maintained in accordance with the details so approved, unless otherwise agreed first in writing by the local planning authority.

Reason:

To ensure that the development provides an appropriate range of free and suitably maintained public toilets. It is necessary to deal with these matters prior to commencement to ensure that these facilities can be accommodated in the design of the development.

11. Landscaping scheme

Before the development is commenced (save for demolition), detailed drawings of a hard and soft landscaping scheme across the development below mezzanine floor level (including the 'West Link', the 'Public Garden' and the Box yard), which include the number, size, species and position of trees, shrubs and vertical climbing plants, as well as the location and

soil depth of planters and details of irrigation measures, shall be submitted to and approved in writing by the local planning authority.

You must then carry out the landscaping and planting in accordance with the details so approved within 1 planting season of completing the development (or within any other time limit agreed first in writing by the local planning authority). If you remove any trees or find that they are dying, severely damaged or diseased within 3 years of planting them, you must replace them with trees of a similar size and species.

Reason:

To improve the appearance of the development, to make sure that it contributes to the character and appearance of the area, and to improve its contribution to biodiversity and the local environment. It is necessary to deal with these matters prior to commencement, as these elements are not fully designed at this stage and to ensure that adequate soil depth is accommodated in the development.

12. Fire evacuation lift

Before the development is commenced (save for demolition), drawings showing the installation of the fire evacuation lift shall be submitted to and approved in writing by the Local Planning Authority. The fire evacuation lift shall thereafter be installed and maintained within the development hereby permitted in accordance with the approved drawings.

Reason:

To ensure the safe and inclusive emergency evacuation of occupants of the building. It is necessary to deal with these matters prior to commencement to ensure that evacuation lifts can be accommodated in the design of the development.

13. Wind mitigation

Before the development is commenced (save for demolition), additional wind tunnel testing and details of the final wind mitigation measures proposed for the development shall be submitted to and approved in writing by the local planning authority. The development shall be implemented and maintained as such, unless otherwise agreed first in writing by the local planning authority.

Reason:

To ensure a satisfactory environment for the general public. It is necessary to deal with these matters prior to commencement, as these elements have not been fully defined at this stage.

14. Thames Water – Piling Method Statement

No piling shall take place until a piling method statement detailing the depth, type of piling, methodology including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and the programme for the works, has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. The development shall be carried out in accordance with the approved details.

Reason:

To protect underground strategic water main utility infrastructure, as piling has the potential to impact on local underground water utility infrastructure.

15. Thames Water – No construction within 5 metres of the water main

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

Reason:

To protect underground strategic water main utility infrastructure, as the proposed works will be in close proximity to underground water utility infrastructure have the potential to impact on local underground water utility infrastructure.

iii. Prior to Occupation:

16. Wayfinding and public art

Prior to the occupation of the development, you must submit to the local planning authority for approval details of wayfinding and public art to be placed within the public realm and how they will be maintained. The wayfinding and public art shall then be installed and maintained in accordance with these details, within 6 months of any offices being first occupied, unless otherwise agreed first in writing by the local planning authority.

Reason:

To make sure the art and wayfinding is provided for the public and to make sure that its appearance is suitable.

17. Television interference

Prior to the occupation of any office accommodation, a television interference reception measurement report shall be submitted to and approved in writing by the local planning authority. Reasonable endeavours should then be made to implement any required mitigation measures within 6 months of the decision.

Reason:

To ensure that neighbouring occupiers do not suffer television interference as a result of the development.

18. External lighting and security

Notwithstanding the drawings hereby approved, details of: CCTV; general external lighting; security lighting; and, Secured by Design measures and counter terrorism measures, on or around the buildings or within the public realm in the development shall be submitted to and approved in writing by the local planning authority (in consultation with the Metropolitan Police) and installed prior to the first occupation of the development. The details shall include the location and full specification of all lamps; light levels/spill; illumination; cameras (including view paths); and support structures. The details shall also include an assessment of the impact of any such lighting on the surrounding residential environment. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

To safeguard the security of the development and to ensure that any resulting general or security lighting and CCTV are appropriately located, designed to not adversely impact on neighbouring residential amenity, and are appropriate to the overall design of the development.

19. Thames Water – Wastewater capacity and water supply

No part of the development shall be occupied until confirmation has been provided to the local planning authority that all combined water network upgrades required to accommodate the additional flows from the development have been completed.

Reason:

To ensure that the water infrastructure has sufficient capacity to accommodate the additional demand. The development may lead to sewage flooding, no/low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional flows anticipated from the new development.

20. Water Efficiency

Prior to first occupation of the development, evidence (schedule of fittings and manufacturer's literature) that the development shall achieve a minimum 40% reduction in water consumption against a baseline performance as measured under Wat01 which exceeds the minimum BREEAM Excellent standards shall be submitted to and approved in writing by the local planning authority in consultation with the GLA. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

In the interests of sustainable development.

21. Cycle storage details

You must apply to the local planning authority for approval of details of the layout, design and appearance (shown in context) of the long term and short stay cycle storage, including all complimentary facilities, for each of the proposed uses, in line with the London Cycle Design Standards. The storage shall be covered and secure (except for the short stay spaces) and provide for no less than 693 long stay spaces, 37 lockers for folding bikes and 226 short stay spaces for visitors. You must not occupy the development until such details have been approved in writing by the local planning authority and all of the cycle storage and complimentary facilities have been provided in accordance with the approved details. You must not use the cycle storage for any other purpose.

Reason:

To ensure that adequate cycle parking is available and easily accessible on site and to promote sustainable modes of transport for people using the development.

22. Car parking

Prior to the occupation of the development, a maximum of 2 car parking spaces shall be provided for occupier use only with a valid Blue or White Badge only. All car parking shall be retained for no other purpose. These bays should have access to electric vehicle charging points, which are maintained in working order.

Reason:

To provide accessible parking spaces for people using the development.

23. Delivery vehicle electric vehicle charging facility

Prior to occupation of any part of development, details of a fast-electric vehicle charging facility, demonstrating that the charging point will be suitable for the expected type of delivery vehicle use and their anticipated dwell times, shall be submitted to and approved in writing by the local planning authority. You must then provide these facilities in accordance with the approved details and maintain them in working order.

Reason:

To ensure that air quality is not adversely affected by the development and in the interest of promoting sustainable method of transport.

24. Delivery, Servicing and Waste Management Plan

Prior to occupation of the development, a Delivery, Servicing and Waste Management Plan shall be submitted to and approved in writing by the local planning authority and followed/maintained for the life of development, unless a revised strategy is approved in writing by the local planning authority.

Reason:

To ensure that the resulting servicing arrangements are satisfactory in terms of their impact on highway safety and the free flow of vehicles.

iv. Other conditions – to be complied with and discharged in accordance with the specified requirements:

25. Box layout

For each use within the 'Box' space below Kingdom Street, no works shall be carried out within the Box relating to that use until the following have been submitted to and approved in writing by the local planning authority:

- 1) Floorplans and sections (1:300) indicating the layout of that use, including circulation areas and points of access, demonstrating that:
 - a) the layout provides ease of access to all uses located within the Box;
 - b) the access route leading to the uses on the eastern side of the box provides a high quality, open and inviting connection;
 - c) at least 50% of the southern aspect is dedicated to the affordable workspace;
 - d) the community space has adequate access to daylight;
 - e) the interior design (including finishes) has optimised the light entering the space through glazed portions of the elevation, glazed partitions, void spaces and rooflights, where required (dependant on use).
- 2) A wayfinding and lighting strategy that demonstrates ease of access to the uses located within the box.

The works must then be carried out and maintained strictly in accordance with these details and retained as such thereafter, unless otherwise agreed first in writing by the local planning authority.

Reason:

In order to ensure high design quality within the development.

26. Operational Management Plan

Before A1/A3/D1/D2/Sui Generis use commences, you must provide an interim Operational Management Plan (OMP) for the relevant proposed use to the local planning authority for their written approval. Within 6 months of any A3/D1/D2/Sui Generis use commencing, a report of any issues which have arisen must be submitted to the local planning authority along with a revised OMP to address any concerns. A final OMP must be agreed in writing by the local planning authority within 6 months of submission of the revised OMP.

The plan must include the following:

- a) A floorplan to show the location and layout of the use;
- b) Capacity;
- c) How the use will be serviced;
- d) How the use will be operated;
- e) Visitor management, such as: queuing, crowd control etc.;
- f) Security arrangements;
- g) Access and egress arrangements;
- h) Waste Storage and recyclable storage including cooking oil where appropriate.

The use must then operate in accordance with the approved final OMP, subject to any revisions required from time to time to be agreed first in writing by the local planning authority. Thereafter, any subsequent material change of use (to any other use hereby approved) will require the submission of a revised operational management plan to be approved in writing by the local planning authority prior to the new use commencing. The use must then operate in accordance with the approved plan.

Reason:

To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties.

27. Public route Operational Management Plan

Before the use of the public route connecting from Harrow Road to Kingdom Street commences, you must provide a Public Route Operational Management Plan to the local planning authority for their written approval. The plan must include the following:

- a) A floorplan to show the location and layout;
- b) Opening hours (public and private);
- c) How the use will be operated;
- d) Visitor management, such as: queuing, crowd control etc.;
- e) Security arrangements;
- f) Access and egress arrangements.

The space must then operate in accordance with the approved management plan. Thereafter, any subsequent material change will require the submission of a revised operational management plan to be approved in writing by the local planning authority. The space must then operate in accordance with the approved plan.

Reason:

To avoid blocking the surrounding streets and to protect the amenity of people in neighbouring properties.

28. Terraces' landscaping

Before you start any work on these parts of the development, detailed drawings of a hard and soft landscaping scheme across the development's terraces, which include the number, size, species and position of trees, shrubs and vertical climbing plants, as well as the location and soil depth of planters and details of irrigation measures, shall be submitted to and approved in writing by the local planning authority.

You must then carry out the landscaping and planting in accordance with the details so approved within 1 planting season of completing the development (or within any other time limit agreed first in writing by the local planning authority). If you remove any trees or find that they are dying, severely damaged or diseased within 3 years of planting them, you must replace them with trees of a similar size and species.

Reason:

To improve the appearance of the development, to make sure that it contributes to the character and appearance of the area, and to improve its contribution to biodiversity and the local environment.

29. Bay studies

Prior to commencement of works above Kingdom Street level, the following details shall be submitted to and approved in writing by the local planning authority and the development shall not be completed otherwise than in accordance with the details so approved:

- a) Detailed 1:20 bay studies of each new external façade type;
- b) Details at 1:5, to include windows and doors, façade cladding, metalwork, ground / street-level ventilation and other service terminations, integrated lighting and external hard-landscaping steps and ramps. Your details should be drawn in context in relation to visually adjoining building parts and should be cross-referenced to related conditions.

Reason:

To make sure that the appearance of the building is suitable and that it contributes to the character and appearance of the area.

30. Internal design details

Before you start any work on these parts of the development, the following details shall be submitted to and approved in writing by the local planning authority and the development shall not be completed otherwise than in accordance with the details so approved:

- a) Details at 1:10 of the Public Garden, including junctions between floors, raised planters, seating, retaining walls;
- b) Details at 1:20 and 1:5 of the entrance to the Box from the 'Public Garden', including details of the ceiling of the Public Garden and the junction with the ceiling of the Box, and details of the flooring of the 'Public Garden' and junction with the flooring of the Box (including Foyer and access route through the Box), including junctions with columns.

Reason:

In order to ensure high design quality for the Public Garden and the entrance to the Box.

31. Facing and landscaping materials

Before you start any work on these parts of the development, the following details/samples shall be submitted to and approved in writing by the local planning authority and the

development shall not be completed otherwise than in accordance with the details/samples so approved:

- a) a detailed written and photographic specification of the facing and hard landscaping materials you will use, including glazing, supported by annotated versions of the approved elevations/plans showing where each material would be used;
- b) records of sample and trial panels, which shall be made available on-site for inspection where appropriate.

Reason:

To make sure that the appearance of the building is suitable and that it contributes to the character and appearance of the area.

32. Acoustic report

Before you start any work on these parts of the development, a supplementary acoustic report must be submitted to and approved in writing by the local planning authority demonstrating that:

- a) the plant will comply with the Council's noise criteria as set out in Condition 42 (Noise – External areas), Condition 44 (Noise – Plant and machinery) and Condition 45 (Noise – Internal activity) of this permission;
- b) suitable mitigation measures will be implemented to ensure that the community space within the development is not exposed to excessive noise and vibration levels as set out in Condition 46 (Vibration).

The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason:

To ensure that the noise environment of people in noise sensitive properties is protected.

33. Compliance with Energy Assessment

Within three months of first occupation, a certificated Post Construction Review, or other verification process agreed with the local planning authority, shall be submitted to the local planning authority to demonstrate that the agreed standards set out in the Energy Assessment, dated July 2020 (or any relevant revised Strategy or Energy Addendum that has been approved in writing by the relevant local planning authority, where appropriate), have been met and it shall be approved in writing by the local planning authority in consultation with the GLA. The proposed development shall be designed to permit a future connection to a District Heat Network should a feasible and viable connection become available in the future.

Reason:

To ensure satisfactory compliance with the submitted energy assessment.

34. BREEAM

- a. The main office building shall achieve a minimum BREEAM rating of Excellent (or any other such equivalent certification replacing that scheme, with or without modification) and shall obtain a Post Construction Review Certificate certifying that a BREEAM rating of Excellent has been achieved within six months of first occupation.
- b. The Box shall achieve a minimum BREEAM New Construction 2014 rating of Very Good (or any other such equivalent certification replacing that scheme, with or without modification) and shall obtain a Post Construction Review Certificate certifying that a BREEAM rating of Very Good has been achieved within six months of first occupation

Reason:

To ensure that the proposed development is constructed in an environmentally sustainable manner.

35. Waste and recycling store details

You must apply to the local planning authority for approval of details of how waste is going to be stored on the site and how materials for recycling will be stored separately. You must not start work on the relevant part of the development until such details have been approved in writing by the local planning authority. You must then provide the stores for waste and materials for recycling according to these details, clearly mark the stores and make them available at all times to everyone using each of the uses within the development.

Reason:

To protect the environment and provide suitable storage for waste.

36. Odour control

There shall be no primary cooking within the development, such that you must not cook raw or fresh food unless details of the design, construction, insulation and maintenance of a suitable ventilation system and any associated equipment have been submitted and approved in writing by the local planning authority. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter, unless otherwise agreed first in writing by the local planning authority.

Reason:

To ensure that neighbouring properties do not suffer from cooking smells, as there are insufficient details about kitchen extractor equipment.

37. Land limitations

No works that are the subject of this planning permission shall be carried out under this planning permission on land registered at Land Registry under Title Number NGL858538 unless and until all those with an estate or interest in such land, that need to be bound to ensure satisfactory enforcement of the obligations contained in the Section 106 Agreement associated with this planning permission, have been bound or made subject to the Section 106 Agreement and other provisions relating thereto to the reasonable satisfaction (as confirmed in writing) of the local planning authority.

Reason:

In the interest of proper planning.

v. Compliance Conditions:

38. Restrictions on change of use from office

With the exception of the flexible Class B1 floorspace, you must use the Class B1 office floorspace only as an office floorspace and research and development floorspace and not for any other purpose, including any other Class E use within the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 (or any equivalent class in any order that may replace it).

Reason:

There is a need to protect office floorspace given the significant losses of office space in the City of Westminster and the Opportunity Area and Central Activities Zone designations.

39. Retention of scheme architects

The existing architects, Allies and Morrison, or other such architects as approved in writing by the local planning authority, acting reasonably, shall undertake the detailed design of the project.

Reason:

In order to ensure high design quality of the development in the interest of the visual amenity of the area.

40. Fire statement

The development must be carried out and maintained strictly in accordance with the Fire Statement prepared by The Fire Surgery Ltd and dated 19th October 2020, Revision 1, and retained thereafter, unless otherwise agreed first in writing by the local planning authority.

Reason:

In the interests of fire safety and to ensure the safety of all building users.

41. Hours of operation – Terraces and Patios

You must not use the terraces or patios at levels B3, 1F and 19F outside of the hours of 07:00 and 23:00.

Reason:

To protect the environment of residents and the area.

42. Opening hours (excluding office use)

The community space, retail, café/restaurant, market hall, conference/exhibition, cinema and gym uses within the development shall not be open to customers before 07:00 or after 23:00 hours daily, unless otherwise agreed first in writing with the local planning authority.

Reason:

To make sure that these uses will not cause nuisance for people in the area and to protect the environment of people in neighbouring properties.

43. Noise – External areas

Noise from live or recorded music played externally, shall not exceed a value of 10 dB below the minimum measured external background noise level without music events taking place, at a point 1 metre outside any window of any residential or other noise sensitive property at the quietest time of the proposed operational hours, measured over a period of 5 minutes and in the indices of Leq & L_FMax in the octave bands of 63 Hz & 125 Hz. (The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation.)

Reason:

To protect neighbouring residents from noise nuisance.

44. Noise – Emergency plant and generators

(1) Noise emitted from the emergency plant and generators hereby permitted shall not increase the minimum assessed background noise level (expressed as the lowest 24 hour LA90, 15 mins) by more than 10 dB one metre outside any premises.

(2) The emergency plant and generators hereby permitted may be operated only for essential testing, except when required by an emergency loss of power.

(3) Testing of emergency plant and generators hereby permitted may be carried out only for up to one hour in a calendar month, and only during the hours 09.00 to 17.00 hrs Monday to Friday and 09.00 – 13.00 hrs Saturday and not at all on public holidays.

Reason:

Emergency and auxiliary energy generation plant is generally noisy, so a maximum noise level is required to ensure that any disturbance caused by it is kept to a minimum and to ensure testing and other non-emergency use is carried out for limited periods during defined daytime weekday hours only, to prevent disturbance to residents and those working nearby.

45. Noise – Plant and machinery

(1) Where noise emitted from the proposed plant and machinery will not contain tones or will not be intermittent, the 'A' weighted sound pressure level from the plant and machinery (including non-emergency auxiliary plant and generators) hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 10 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved in writing by the local planning authority. The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation. The plant-specific noise level should be expressed as LAeqTm, and shall be representative of the plant operating at its maximum.

(2) Where noise emitted from the proposed plant and machinery will contain tones or will be intermittent, the 'A' weighted sound pressure level from the plant and machinery (including non-emergency auxiliary plant and generators) hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 15 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved in writing by the local planning authority. The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation. The plant-specific noise level should be expressed as LAeqTm, and shall be representative of the plant operating at its maximum.

(3) Following installation of the plant and equipment, you may apply in writing to the local planning authority for a fixed maximum noise level to be approved. This is to be done by submitting a further noise report confirming previous details and subsequent measurement data of the installed plant, including a proposed fixed noise level for approval by the local planning authority. Your submission of a noise report must include:

- (a) A schedule of all plant and equipment that formed part of this application;
- (b) Locations of the plant and machinery and associated: ducting; attenuation and damping equipment;
- (c) Manufacturer specifications of sound emissions in octave or third octave detail;
- (d) The location of most affected noise sensitive receptor location and the most affected window of it;
- (e) Distances between plant & equipment and receptor location/s and any mitigating features that may attenuate the sound level received at the most affected receptor location;

- (f) Measurements of existing LA90, 15 mins levels recorded one metre outside and in front of the window referred to in (d) above (or a suitable representative position), at times when background noise is at its lowest during hours when the plant and equipment will operate. This acoustic survey to be conducted in conformity to BS 7445 in respect of measurement methodology and procedures;
- (g) The lowest existing L A90, 15 mins measurement recorded under (f) above;
- (h) Measurement evidence and any calculations demonstrating that plant and equipment complies with the planning condition;
- (i) The proposed maximum noise level to be emitted by the plant and equipment.

Reason:

To ensure that the noise environment of people in noise sensitive properties is protected.

46. Noise – Internal activity

(1) Where noise emitted from the proposed internal activity in the development will not contain tones or will not be intermittent, the 'A' weighted sound pressure level from the internal activity within the A1/A3/D2/Sui generis use hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 10 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved in writing by the local planning authority. The background level should be expressed in terms of the lowest LA90, 15 mins during the permitted hours of use. The activity-specific noise level should be expressed as LAeqTm, and shall be representative of the activity operating at its noisiest.

(2) Where noise emitted from the proposed internal activity in the development will contain tones or will be intermittent, the 'A' weighted sound pressure level from the internal activity within the A1/A3/D1/D2/Sui generis use hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 15 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved in writing by the local planning authority. The background level should be expressed in terms of the lowest LA90, 15 mins during the permitted hours of use. The activity-specific noise level should be expressed as LAeqTm, and shall be representative of the activity operating at its noisiest.

(3) Following completion of the development, you may apply in writing to the local planning authority for a fixed maximum noise level to be approved. This is to be done by submitting a further noise report including a proposed fixed noise level for approval by the local planning authority. Your submission of a noise report must include:

- (a) The location of most affected noise sensitive receptor location and the most affected window of it;
- (b) Distances between the application premises and receptor location/s and any mitigating features that may attenuate the sound level received at the most affected receptor location;
- (c) Measurements of existing LA90, 15 mins levels recorded one metre outside and in front of the window referred to in (a) above (or a suitable representative position), at times when background noise is at its lowest during the permitted hours of use. This acoustic survey to be conducted in conformity to BS 7445 in respect of measurement methodology and procedures;
- (d) The lowest existing LA90, 15 mins measurement recorded under (c) above;
- (e) Measurement evidence and any calculations demonstrating that the activity complies with the planning condition;
- (f) The proposed maximum noise level to be emitted by the activity.

Reason:

To ensure that the noise environment of people in noise sensitive properties is protected.

47. Vibration

No vibration shall be transmitted to adjoining or other premises and structures through the building structure and fabric of this development as to cause a vibration dose value of greater than 0.4m/s (1.75) 16 hour day-time nor 0.26 m/s (1.75) 8 hour night-time as defined by BS 6472 (2008) in any part of a residential and other noise sensitive property.

Reason:

To ensure that the development is designed to prevent structural transmission of noise or vibration.

48. Flood risk and Sustainable Urban Drainage System

The development must be carried out strictly in accordance with the Flood Risk Assessment, including SUDS Assessment and Drainage Strategy (dated April 2019) and Sustainable Drainage Strategy Addendum (dated September 2019), prepared by Ramboll Environment and Health UK Limited, and shall be maintained as such thereafter, unless otherwise agreed first in writing with the local planning authority.

Reason:

To make sure that the development provides the environmental sustainability features included in your application.

49. Restrictions on D1 use

Except for the community space, you must use the Class D1 floorspace only for conference, display of works of art (otherwise than for sale or hire), museums, public libraries/reading rooms, public/exhibition halls and law courts and not for any other purpose, including any other use within Class D1 of the Town and Country Planning (Use Classes) Order 1987 or Class F.1 within the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020) (or any equivalent class in any order that may replace it).

Reason:

To prevent use of the property for any unsuitable purposes and prevent the introduction of uses that are more vulnerable to flood risks and to poor air quality.

50. Urban greening features

The development's urban greening features must be carried out in accordance with the Sustainability Statement Addendum, dated July 2020, and shall be maintained as such thereafter, unless otherwise agreed first in writing with the local planning authority.

Reason:

To ensure that the proposed development is constructed in an environmentally sustainable manner.

51. Vehicles movement

All vehicles must enter and exit the site in forward gear.

Reason:

In the interests of public safety.

52. Service bays height

The clear height of the service bays shall be maintained at 4.5 metres minimum.

Reason:

To make sure that the service bay will be available for all types of vehicles for which it has been designed, to avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties.

53. Noisy work - Hours

Except for piling, excavation and demolition work, you must carry out any building work which can be heard at the boundary of the site only:

- 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.

You must carry out piling, excavation and demolition work only:

- between 08.00 and 18.00 Monday to Friday; and
- not at all on Saturdays, Sundays, bank holidays and public holidays.

Noisy work must not take place outside these hours unless otherwise agreed through a Control of Pollution Act 1974 section 61 prior consent in special circumstances (for example, to meet police traffic restrictions, in an emergency or in the interests of public safety).

Reason:

To protect the environment of residents and the area generally.

54. Servicing

All areas for servicing, including off-street vehicle area, holding areas and access corridors, must be retained for this purpose for the life of the development and used for no other purpose that prevents off-street servicing from occurring. All servicing shall occur only from within the subject site and no goods to be accepted and/or dispatched directly from the highway.

Reason:

To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties.

vi. Informatives:

1. CIL

The development for which planning permission has been granted has been identified as potentially liable for payment of both the Mayor of London and Westminster City Council's Community Infrastructure Levy (CIL). Further details on both Community Infrastructure Levies, including reliefs that may be available, can be found on the council's website at: www.westminster.gov.uk/cil

Responsibility to pay the levy runs with the ownership of the land, unless another party has assumed liability. If you have not already you must submit an Assumption of Liability Form immediately. On receipt of this notice a CIL Liability Notice setting out the estimated CIL charges will be issued by the council as soon as practicable, to the landowner or the party

that has assumed liability, with a copy to the planning applicant. You must also notify the Council before commencing development using a Commencement Form

CIL forms are available from the planning on the planning portal:
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

Forms can be submitted to CIL@Westminster.gov.uk

Payment of the CIL charge is mandatory and there are strong enforcement powers and penalties for failure to pay, including Stop Notices, surcharges, late payment interest and prison terms.

2. Highways licensing

Under the Highways Act 1980 you must get a licence from Westminster City Council before you put skips or scaffolding on the road or pavement. It is an offence to break the conditions of that licence. You may also have to send to Westminster City Council a programme of work so that we can tell your neighbours the likely timing of building activities. For more advice, please visit our website at www.westminster.gov.uk/guide-temporary-structures.

3. Considerate Constructors

You are encouraged to join the nationally recognised Considerate Constructors Scheme. This commits those sites registered with the Scheme to be considerate and good neighbours, as well as clean, respectful, safe, environmentally conscious, responsible and accountable. For more information please contact the Considerate Constructors Scheme directly on 0800 783 1423, sitenquiries@ccscheme.org.uk or visit www.ccscheme.org.uk.

4. Building Regulations

You are advised that the works are likely to require building regulations approval. Details in relation to Westminster Building Control services can be found on our website at www.westminster.gov.uk/contact-us-building-control

5. Thames Water

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.

The proposed development is located within 5m of a strategic water main. Thames Water do NOT permit the building over or construction within 5m, of strategic water mains and have contacted the developer in an attempt to agree how the, asset will be diverted / development will be aligned.

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> Should you require further information please contact Thames Water.
Email: developer.services@thameswater.co.uk

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.

Supplementary Comments

Waste: We expect surface water to be attenuated to Greenfield run-off rates following London Policy 5.13 and achieve 5l/s/ha.

We require the drainage strategy to specify the point(s) of connection and peak discharge rates into the public sewer system for foul and surface water. We require demonstration of how the surface water disposal hierarchy has been implemented for the site and why connection to the combined sewer is the preferred option.

6. Waste and recycling

In relation to the condition on waste and recycling store details, please refer to Westminster City Council's website for details <https://www.westminster.gov.uk/waste-storage-planning-advice> and email the Project Officer (Waste) at wasteplanning@westminster.gov.uk for any further advice about your arrangements for storing and collecting waste.

7. Building work

When carrying out building work you must take appropriate steps to reduce noise and prevent nuisance from dust. The planning permission for the development may include specific conditions relating to noise control, hours of work and consideration to minimising noise and vibration from construction should be given at planning application stage. You may wish to contact Westminster City Council's Environmental Sciences Team (email: environmentalsciences2@westminster.gov.uk) to make sure that you meet all the requirements before you draw up contracts for demolition and building work.

When a contractor is appointed they may also wish to make contact with the Environmental Sciences Team before starting work. The contractor can formally apply for consent for prior approval under Section 61, Control of Pollution Act 1974. Prior permission must be sought for all noisy demolition and construction activities outside of core hours on all sites. If no prior permission is sought where it is required the authority may serve a notice on the site/works setting conditions of permitted work (Section 60, Control of Pollution Act 1974).

British Standard 5228:2014 'Code of practice for noise and vibration control on construction and open sites' has been recognised by Statutory Order as the accepted guidance for noise control during construction work.

An action in statutory nuisance can be brought by a member of the public even if the works are being carried out in accordance with a prior approval or a notice.

8. Employment & skills plan

The Economy Team at Westminster City Council provide support and guidance to developers and contractors in the creation and delivery of employment & skills plans. The Team will provide guidance on local priorities, drafting of employment & skills plans and implementation of activities to deliver commitments. For further information please contact Soyful Alom, Economy Job Broker (salom@westminster.gov.uk)

9. Code of Construction Practice

With reference to the condition on the Code of Construction Practice, please refer to the Council's website www.westminster.gov.uk/code-construction-practice. You will be required to enter into an agreement with the Council appropriate to this scale of development and to pay the relevant fees prior to starting work.

Your completed and signed Checklist A (for Level 1 and Level 2 developments) or B (for basements) and all relevant accompanying documents outlined in Checklist A or B, e.g. the full Site Environmental Management Plan (Levels 1 and 2) or Construction Management Plan (basements), must be submitted to the City Council's Environmental Sciences team (environmentalsciences2@westminster.gov.uk) at least 40 days prior to commencement of works (which may include some pre-commencement works and demolition. The checklist must be countersigned by them before you apply to the local planning authority to discharge the above condition.

You are urged to give this your early attention as the relevant stages of demolition, earthworks/piling or construction cannot take place until the City Council as local planning authority has issued its written approval of each of the relevant parts, prior to each stage of commencement.

Where you change your plans after we have discharged the condition, you must re-apply and submit new details for consideration before you start work. Please note that where separate contractors are appointed for different phases of the project, you may apply to partially discharge the condition by clearly stating in your submission which phase of the works (i.e. (a) demolition, (b) excavation or (c) construction or a combination of these) the details relate to. However please note that the entire fee payable to the Environmental Sciences team must be paid on submission of the details relating to the relevant phase.

Appendix A must be signed and countersigned by Environmental Sciences prior to the submission of the approval of details of the above condition.

10. Designing out crime

Please contact a Metropolitan Police Designing Out Crime Officers about suitable security measures for your development. You should also check whether these features will need planning permission. The contact details for Designing Out Crime Officers that cover Westminster can be found at the following link: www.securedbydesign.com/contact-us/national-network-of-designing-out-crime-officers?view=article&id=308#metropolitan-police-service-north-west-region.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Mayor, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report GLA/4925/03. The Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.

A handwritten signature in black ink that reads "John Finlayson". The signature is written in a cursive style and is positioned above a horizontal line.

John Finlayson
Head of Development Management

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

NOTES TO APPLICANTS

Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.

If you are aggrieved by the decision of the 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 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.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the The Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/government/organisations/planning-inspectorate>.

The Secretary of State can allow a longer period for giving notice of an appeal but 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 they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX or the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

SCHEDULE 2

AFFORDABLE HOUSING

1. AFFORDABLE HOUSING CONTRIBUTION

1.1 The Owner covenants with the Council to pay the Affordable Housing Contribution to the Council in the following three instalments:

1.1.1 four million seven hundred and sixty six thousand six hundred and sixty six pounds sterling and sixty seven pence (£4,766,666.67) prior to Implementation of the Development;

1.1.2 four million seven hundred and sixty six thousand six hundred and sixty six pounds sterling and sixty seven pence (£4,766,666.67) on the date twelve (12) months following the date of Implementation of the Development; and

1.1.3 four million seven hundred and sixty six thousand six hundred and sixty six pounds sterling and sixty six pence (£4,766,666.66) on the date of Practical Completion of the Commercial Floorspace.

1.2 The Owner covenants with the Council not to Occupy or permit Occupation of any part of the Commercial Floorspace until the Affordable Housing Contribution has been paid in full to the Council.

2. MONITORING

2.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the Council shall report to the GLA through the London Development Database the amount of the Affordable Housing Contribution.

SCHEDULE 3

TRANSPORT

1. COMMERCIAL TRAVEL PLAN

1.1 The Owner covenants with the Council:

- 1.1.1 prior to Occupation of the Development to submit the Commercial Travel Plan to TFL for TFL's approval;
- 1.1.2 not to Occupy or permit Occupation of any part of the Development until the Council has received evidence from the Owner that the Owner has submitted the Commercial Travel Plan to TFL for approval;
- 1.1.3 to thereafter implement the Commercial Travel Plan as approved by TFL; and
- 1.1.4 to submit a report monitoring the implementation of the Commercial Travel Plan to TFL on the second and fifth anniversary of Occupation of the Development for TFL's approval.

2. HIGHWAY WORKS

2.1 The Owner covenants with the Council:

- 2.1.1 to pay the Council the Highway Improvements Contribution prior to completion of the Highways Agreement and in any event within twelve (12) months of Implementation whichever is sooner;
- 2.1.2 to consult with the Council as the local highway authority in order to formulate and agree the detailed design of the Highway Works and enter into and complete the Highways Agreement within twelve (12) months of Implementation for the purposes of enabling the Highway Works to be carried out by the Council at the Owner's expense or by the Owner on behalf of the Council, as agreed between the Owner and the Council, or for a combination of both such arrangements, such Highways Agreement to include:
 - (a) an agreed programme and timescales for the execution and completion of the various elements of the Highway Works;
 - (b) a requirement by the Owner to pay to the Council the reasonable estimated cost of the Highway Works in the event that they are undertaken by the Council; and
 - (c) a requirement by the Owner to pay to the Council any reasonable and proper costs incurred by the Council in excess of the aforesaid estimated cost of the Highway Works in the event that they are undertaken by the Council.
- 2.1.3 to pay the Council's reasonable costs in preparing the detailed design and entering into the Highways Agreement.
- 2.1.4 to enter into the Highways Agreement with the Council to carry out or appoint a contractor to carry out the Highway Works or for the Highway Works to be carried out by the Owner or a contractor appointed by the Owner and approved by the Council.
- 2.1.5 not to Occupy or permit Occupation of any part of the Development until the Highway Works have been completed (excluding any maintenance period) to the Council's satisfaction in accordance with the Highways Agreement.

3. CYCLE HIRE DOCKS

3.1 The Owner covenants with the Council:

- 3.1.1 to secure the location for the Cycle Hire Docking Station prior to Implementation of the Development;
- 3.1.2 to pay to the Council the Cycle Hire Docking Station Contribution within six months of Implementation;
- 3.1.3 not to Occupy or permit Occupation of the Development until the Cycle Hire Docking Station Contribution has been paid to the Council.

4. CAR PARKING MANAGEMENT PLAN

4.1 The Owner covenants with the Council:

- 4.1.1 prior to Occupation of the Development to provide evidence that the Car Parking Management Plan has been approved by TFL;
- 4.1.2 not to Occupy or permit Occupation of any part of the Development until TFL has approved the Car Parking Management Plan; and
- 4.1.3 to thereafter implement the Car Parking Management Plan as approved.

5. WALKWAYS AGREEMENT

- 5.1 The Owner hereby undertakes not to Implement the Development or cause or permit Implementation of the Development until it has entered into a Walkways Agreement with the Council in order to secure access to the Walkways which shall be made available for the lifetime of the Development.

6. WESTBOURNE BRIDGE IMPROVEMENTS STUDY

6.1 The Owner covenants with the Council:

- 6.1.1 to appoint a suitably qualified professional (at no cost to the Council or the GLA) to undertake the Westbourne Bridge Improvements Study within twelve (12) months of Implementation of the Development; and
- 6.1.2 to submit the completed study to the Council as soon as reasonably practicable following receipt.

SCHEDULE 4

EMPLOYMENT AND TRAINING PROVISIONS

1. OWNER'S COVENANTS

- 1.1 The Owner shall submit a draft Employment and Skills Plan (Construction) to the Council for approval at least one (1) month prior to Implementation of Development and shall not Implement the Development unless and until the draft Employment and Skills Plan (Construction) has been approved in writing by the Council.
- 1.2 The Owner shall submit a draft Employment and Skills Plan (End Use) to the Council for approval at least one (1) month prior to the anticipated date of Practical Completion and shall not Occupy the Development unless and until the draft Employment and Skills Plan (End Use) has been approved in writing by the Council.
- 1.3 The Owner recognises that each draft Employment and Skills Plan shall be target driven and shall include:
 - 1.3.1 employment initiatives and opportunities relating to the Construction Period and the End Use Period (as the case may be) and details of delivery;
 - 1.3.2 initiatives to work with new employees and employers including the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcomes;
 - 1.3.3 a target for the recruitment of employees from within the administrative area of the Council at the Development by or through HIRE Westminster (part of the Economic Development & Regeneration team of the Council) or any other organisation agreed with the Council as may reasonably be considered appropriate;
 - 1.3.4 the timings and arrangement for implementation of such initiatives;
 - 1.3.5 suitable mechanisms for monitoring the effectiveness of such initiatives; and
 - 1.3.6 quarterly reports to be submitted to the Council confirming the number of Local Residents employed via each approved Employment and Skills Plan.
- 1.4 The Owner shall comply with the provisions of each approved Employment and Skills Plan and shall use reasonable endeavours to achieve all employment targets set out in each approved Employment and Skills Plan.
- 1.5 The Owner shall use reasonable endeavours to ensure that all contractors and sub-contractors working in relation to the Construction Period and the End Use Period (as the case may be) work in partnership with the Owner's training provider(s) to implement the approved Employment and Skills Plan which relates to the Construction Period and the End Use Period respectively.
- 1.6 Following the issue of the certificate of Practical Completion the Owner shall use reasonable endeavours to encourage commercial occupiers of the Development to:
 - 1.6.1 advertise job opportunities at the Development within the Council's administrative area;
 - 1.6.2 promote job opportunities to Local Residents;
 - 1.6.3 engage with local employment brokerage services to advertise job opportunities at the Development; and
 - 1.6.4 offer employment to Local Residents SUBJECT TO any offer of employment made to any individual employment being at the commercial occupiers' absolute discretion.

SCHEDULE 5

AFFORDABLE WORKSPACE OBLIGATIONS

1. AFFORDABLE WORKSPACE SUPPORT FUND STRATEGY

- 1.1 The Owner covenants with the Council not to market or Occupy the Affordable Workspace unless the Council has approved an update to the Draft Affordable Workspace Support Fund Strategy.

2. AFFORDABLE WORKSPACE

- 2.1 No more than 25% (twenty five percent) of the Commercial Floorspace may be Occupied prior to:
- 2.1.1 the Affordable Workspace being marketed in accordance with the Affordable Workspace Strategy; and
 - 2.1.2 the Affordable Workspace being made available and fitted out for Occupation to a Category B Fit Out either by an Affordable Workspace Operator (if the Affordable Workspace Operator is not the Owner) or by the Owner (if the Affordable Workspace Operator is the Owner).
- 2.2 The Affordable Workspace shall not be Occupied unless and until any update to the Draft Affordable Workspace Strategy has been approved in writing by the Council.
- 2.3 The Affordable Workspace Operator shall operate the Affordable Workspace in accordance with the approved Affordable Workspace Strategy.
- 2.4 In the event that the Affordable Workspace Operator's contract to operate the Affordable Workspace is terminated, the Owner shall enter into a contract with a new Affordable Workspace Operator within six months of such termination.
- 2.5 In the event that the Owner is unable to enter into a contract with a new Affordable Workspace Operator pursuant to paragraph 2.4 above, the Owner shall notify the Council of its intention to operate the Affordable Workspace itself (or one of its wholly owned subsidiaries) and the Council shall provide written approval to the Owner of the same.
- 2.6 In the event that the Owner is the Affordable Workspace Operator, the Owner covenants with the Council to operate the Affordable Workspace in accordance with the Affordable Workspace Strategy.
- 2.7 The Owner covenants with the Council to report annually on the implementation of the Affordable Workspace Strategy for the lifetime of the Development reporting on (but not limited to) the following:
- 2.7.1 numbers of people using the Affordable Workspace in total along with the number of Local Residents using the Affordable Workspace;
 - 2.7.2 the marketing of the Affordable Workspace;
 - 2.7.3 an update on the Affordable Workspace Rate in the past year and the Affordable Workspace Rate in the year ahead, the current Market Licence Rate at the time of the report, the average discount against the Market Licence Rate and any resulting monies to be added to the Affordable Workspace Support Fund;
 - 2.7.4 the percentage of End Users of the Affordable Workspace who are Local Residents;
 - 2.7.5 an update on the Affordable Workspace Support Fund's activities;

2.7.6 Business support and social value activity delivered within the relevant annual period and details of social value activity for the coming year;

2.7.7 any difficulties with the implementation of or compliance with the Affordable Workspace Strategy which have been reported to the Owner.

2.8 Subject to the outcome of the annual reports required by paragraph 2.7 above, the Council may request a revised Affordable Workspace Strategy to be submitted for its approval from time to time.

2.9 The Affordable Workspace Operator shall operate the Affordable Workspace Support Fund and integrate it fully with the Affordable Workspace and manage it such that local benefits are maximised.

3. **LOCAL RESIDENTS**

3.1 The Owner covenants to use reasonable endeavours to ensure that 25% (twenty five per cent) of End Users of the Affordable Workspace on first Occupation of the Affordable Workspace are Local Residents after a period of marketing the Affordable Workspace to Local Residents for not less than three (3) months prior to first Occupation.

3.2 If at the end of the marketing to Local Residents in accordance with paragraph 3.1 above, less than 25% (twenty five per cent) of End Users are Local Residents, the Owner shall notify the Council and such marketing shall be carried out more widely.

3.3 The Owner shall use reasonable endeavours to ensure that 25% (twenty five per cent) of the End Users of the Affordable Workspace are Local Residents for the lifetime of the Development.

4. **AFFORDABLE WORKSPACE RATES**

4.1 The Affordable Workspace shall be leased and/or licensed to tenants at the Affordable Workspace Rate.

4.2 The Affordable Workspace Rate may be increased annually in accordance with the Licence Fee Cap, save in relation to the element of the Affordable Workspace Rate that relates to business rates which shall increase or decrease annually by such percentage as business rates costs for the relevant floorspace increase or decrease.

4.3 If in any one year the Affordable Workspace Rate's average discount as against the Market Licence Rate is less than 50% (fifty per cent), the Rental Surplus shall be invested in the Affordable Workspace Support Fund.

4.4 If for four (4) consecutive years from first Occupation of the Affordable Workspace the Affordable Workspace Rate's average discount as against the Market Licence Rate is less than 50% (fifty per cent), the Affordable Workspace Operator shall, within six months of the end of the fourth relevant financial year, submit to the Council for approval an action plan demonstrating how at least a 50% (fifty per cent) average discount as against the Market Licence Rate shall be achieved in the following year.

4.5 If the Affordable Workspace Operator is required to submit an action plan under paragraph 4.4 above, the Affordable Workspace Operator shall comply with the terms of the action plan.

SCHEDULE 6

PUBLIC REALM, COMMUNITY OBLIGATIONS AND CARBON OFFSET CONTRIBUTION

1. PUBLIC REALM

1.1 The Owner covenants with the Council:

- 1.1.1 prior to Implementation of the Development to submit and obtain the Council's written approval to the Public Realm Strategy;
- 1.1.2 not to Implement or permit Implementation of the Development until the Public Realm Strategy has been approved in writing by the Council;
- 1.1.3 the Development shall be carried out and Occupied in accordance with the approved Public Realm Strategy and thereafter maintained in accordance with it in perpetuity;
- 1.1.4 to provide full public access to the Public Realm prior to Occupation of the Development in accordance with the Public Realm Strategy;
- 1.1.5 not to Occupy or permit Occupation of the Development until the Public Realm has been completed and fully opened to the public;
- 1.1.6 to keep the Public Realm
 - (a) open to the public; and
 - (b) managed and maintained;in accordance with the approved Public Realm Strategy throughout the life of the Development.

2. COMMUNITY USE

2.1 The Owner covenants with the Council:

- 2.1.1 prior to Occupation of 25% (twenty five per cent) of the Commercial Floorspace to submit and obtain the Council's written approval to the Community Space Strategy and the Community Auditorium Strategy;
- 2.1.2 not to Occupy or permit the Occupation of 25% (twenty five per cent) of the Commercial Floorspace until the Community Space Strategy and the Community Auditorium Strategy has been approved in writing by the Council;
- 2.1.3 not to Occupy or permit Occupation of the Community Space and the Community Auditorium until they are ready for Occupation;
- 2.1.4 the approved Community Space Strategy shall be implemented by the Owner and the Community Space shall be made available and maintained thereafter for the life of the Development in accordance with the approved Community Space Strategy;
- 2.1.5 the approved Community Auditorium Strategy shall be implemented by the Owner and the Community Auditorium shall be made available and maintained thereafter for the life of the Development in accordance with the approved Community Auditorium Strategy;
- 2.1.6 the Community Space Strategy and the Community Auditorium Strategy shall be annually reviewed and monitored by the Owner for the first five (5) years commencing respectively on the date of the Council's approval of the Community Space Strategy and the Community Auditorium Strategy;

- 2.1.7 to submit an annual monitoring report for the Community Space Strategy and the Community Auditorium Strategy to the Council on each of the respective first five (5) anniversaries of the date of the Council's approval of the Community Space Strategy and the Community Auditorium Strategy;
- 2.1.8 additional review and monitoring beyond the first 5 (five) years commencing on the respective date of the Council's approval of the Community Space Strategy and the Community Auditorium Strategy shall be as agreed thereafter between the Council and the Owner.

3. **PUBLIC ART**

- 3.1 The Owner shall provide the Public Art within six (6) months of Practical Completion of the Development or prior to first Occupation of 25% (twenty five per cent) of the Development whichever is sooner.

4. **CARBON OFFSET CONTRIBUTION**

- 4.1 Within three (3) months of Occupation of the Development the Owner shall pay to the Council the Carbon Offset Contribution, such contribution to be agreed with the Council and calculated on the basis of the Carbon Reduction Shortfall identified in:
 - 4.1.1 the Energy Assessment; or
 - 4.1.2 (if there is an Updated Energy Assessment) the Updated Energy Assessment.

SCHEDULE 7

NOTICES AND FINANCIAL CONTRIBUTIONS

1. NOTICES

1.1 The Owner covenants to provide at least fifteen (15) Working Days advance written notice to the Council and the GLA of:

1.1.1 the intended date of Implementation of Development;

1.1.2 the intended date of Practical Completion of the Development;

1.1.3 the date 6 (six) months prior to anticipated first Occupation;

1.1.4 the intended date of first Occupation of the Development;

1.1.5 Occupation of 25% (twenty five per cent) of the Commercial Floorspace;

or such other prior written notice period as may be agreed in writing by the Council and the GLA.

2. FINANCIAL CONTRIBUTIONS

2.1 The Owner covenants with the GLA and the Council to pay the Council the Highway Improvement Contribution prior to completion of the Highways Agreement or within 12 (twelve) months of Implementation of the Development whichever is sooner.

2.2 The Owner covenants with the GLA and the Council not to Implement the Development or allow Implementation of the Development until the following payments have been paid in full to the Council:

2.2.1 the Employment and Skills Contribution; and

2.2.2 the Legible London Contribution.

2.3 The Owner covenants with the GLA and the Council not to Occupy or permit Occupation of the Commercial Floorspace until the Owner has paid to the Council the Affordable Housing Contribution (to be paid in accordance with paragraph 1.1 of Schedule 2).

2.4 The Owner covenants with the GLA and the Council not to Occupy or permit Occupation of any part of the Development until the Owner has paid to the Council the Cycle Hire Docking Station Contribution (but for the avoidance of doubt such contribution shall be made within six (6) months of Implementation).

2.5 The Owner covenants with the GLA and the Council to pay the Carbon Offset Contribution to the Council within three (3) months of first Occupation of any part of the Development.

SCHEDULE 8

THE GLA'S AND THE COUNCIL'S COVENANTS

1. The GLA and/ or the Council (as the case may be) covenant separately with the Owner:
 - 1.1 to use the Contributions for the purposes set out in this Deed;
 - 1.2 to hold the Contributions in an interest bearing account;
 - 1.3 to transfer the Cycle Hire Docking Station Contribution and the Legible London Contribution to TFL;
 - 1.4 to repay to the person that made the payment any Contributions (and any interest accrued) which are unspent or unallocated ten (10) years from the date on which each such Contribution is paid under this Deed; and
 - 1.5 to comply with Clause 5 of this Deed.

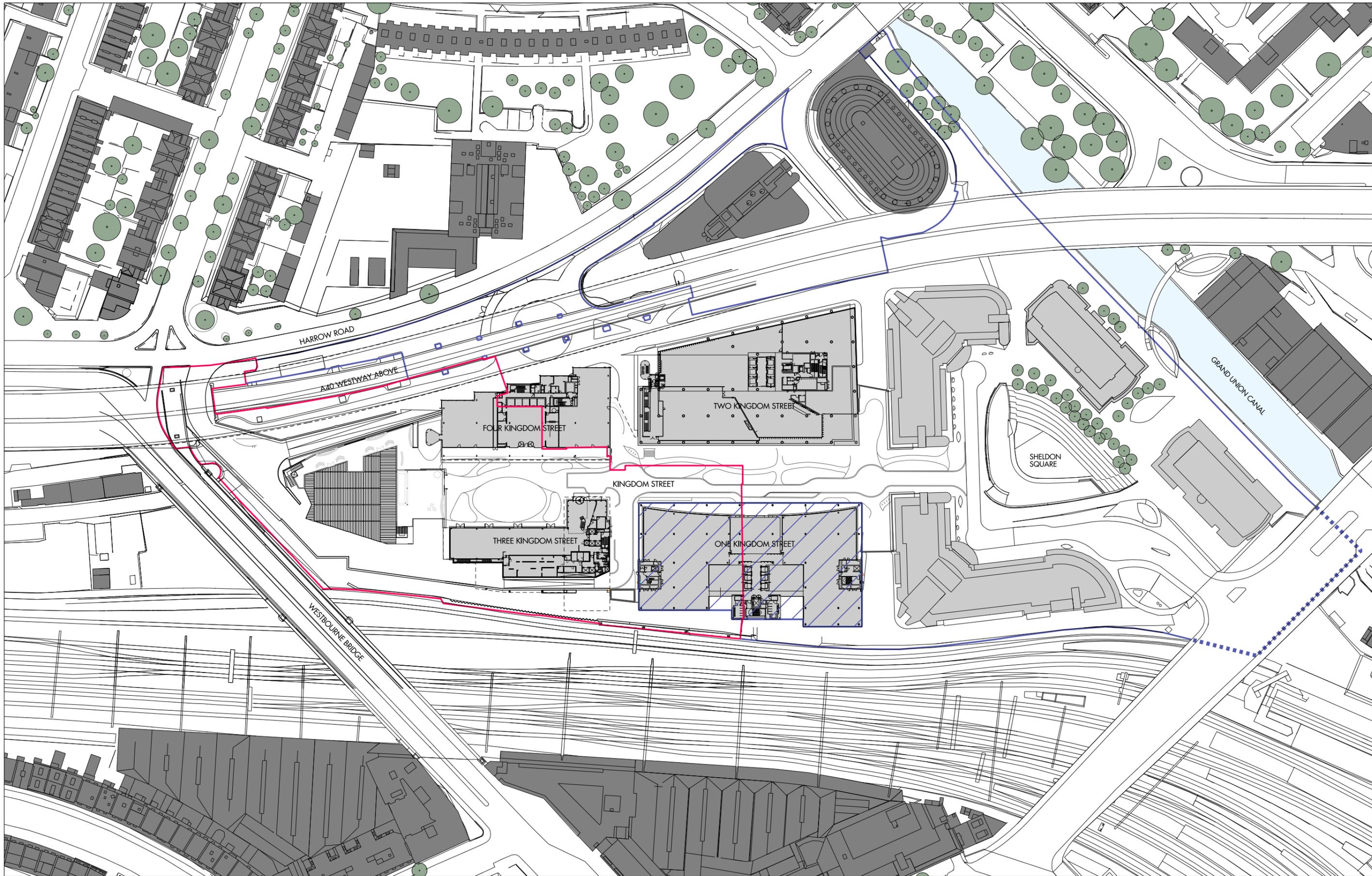
APPENDIX 1- PLANS

SITE PLAN

AFFORDABLE WORKSPACE

PUBLIC REALM AND WALKWAYS

HIGHWAY WORKS



Figured dimensions are in millimetres unless noted otherwise. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with the features and ordinance survey. The architect must be notified of any discrepancy. Boundaries are indicative only and are to be verified by others.

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REV	DATE	DESCRIPTION	CD
P1	10.04.19	PLANNING	HF

0 25m

SOURCE OF INFORMATION SHOWN ON DRAWING:
 - REFER TO ORDINANCE SURVEY MAP FOR OS INFORMATION
 - FOR 1 AND 2 KINGDOM STREET REFER TO MASTERPLAN DRAWINGS BY KIF (A-033-MasterPlan, as proposed, 1.03.1.350)
 - FOR 3 KINGDOM STREET REFER TO CONSTRUCTION DRAWINGS BY DEXTER MOREN ARCHITECTS (DRAWING No. 0458, CD99 to CD109)
 - FOR 4 KINGDOM STREET REFER TO PLANNING APPLICATION DRAWINGS BY ALLIES AND MORRISON IN 2014
 - FOR PROSCOLA TEMPORARY STRUCTURE REFER TO DRAWINGS SENT BY M3 CONSULTING (28/03/2019)

- PLANNING APPLICATION BOUNDARY
- BUILDING NOT INCLUDED IN PLANNING APPLICATION BOUNDARY
- SITE OUTSIDE THE APPLICATION BOUNDARY OWNED BY THE APPLICANT
- BUILDING OUTSIDE APPLICATION BOUNDARY NOT OWNED BY THE APPLICANT

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 85 Southwark Street
 London SE1 0HX
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 email studio@alliesandmorrison.com

A&M JOB NO: 606

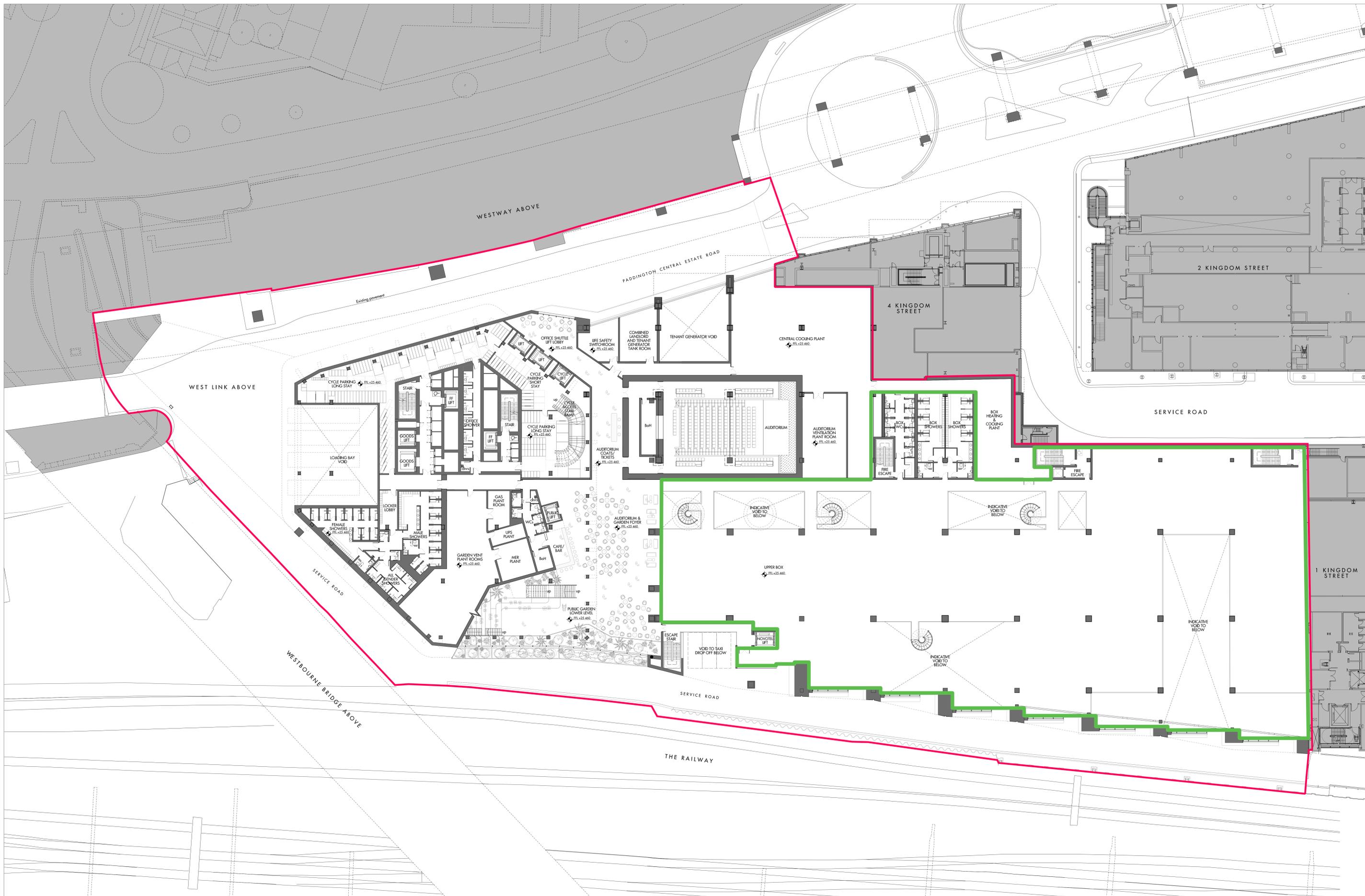
FIVE KINGDOM STREET
 SITE LOCATION PLAN - ALL LEVELS
 PLANNING
 606_07_004

SCALE 1:1250 @A3

P1

Revision

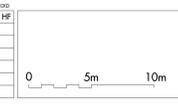
DR TD DS LT JF DS



Figured dimensions are in millimetres unless stated otherwise. All dimensions and levels and the method of site data processing will be checked. Detailed notes to be issued and to verify positions and level information with the relevant and adjacent owners. The architect will be notified of any discrepancy. Dimensions are indicated only and are not intended to be used.

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 - REFER TO 1:1000 JUNCTION STREET REFER TO MASTERPLAN DRAWINGS BY OFFICE (A&M) PART 1
 - REFER TO 1:500 JUNCTION STREET REFER TO MASTERPLAN DRAWINGS BY OFFICE (A&M) PART 1
 - REFER TO 1:500 JUNCTION STREET REFER TO MASTERPLAN DRAWINGS BY OFFICE (A&M) PART 1
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EXISTING NEIGHBOURING BUILDINGS
 LOWER BOX LEVEL PLANNING APPLICATION BOUNDARY - SEE DRAWING 606_07_001
 AFFORDABLE WORKSPACE AREA



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FIVE KINGDOM STREET
 AFFORDABLE WORKSPACE PLAN
 UPPER BOX LEVEL
 606_07_508
 SCALE 1:200 @A0 1:566 @A3

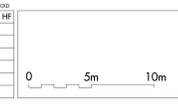
P1
 Revision



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 - REFER TO DRAINAGE STREET MAP FOR CO-ORDINATION
 - REFER TO 1/4000 STREET VIEW FOR DRAINAGE INFORMATION
 - REFER TO 1/2500 STREET VIEW FOR DRAINAGE INFORMATION
 - REFER TO 1/2500 STREET VIEW FOR DRAINAGE INFORMATION
 - REFER TO 1/2500 STREET VIEW FOR DRAINAGE INFORMATION
 - REFER TO 1/2500 STREET VIEW FOR DRAINAGE INFORMATION

EXISTING NEIGHBOURING BUILDINGS
 LOWER BOX LEVEL PLANNING APPLICATION
 BOUNDARY - SEE DRAWING 606_07_001
 AFFORDABLE WORKSPACE AREA

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FIVE KINGDOM STREET
 AFFORDABLE WORKSPACE PLAN
 LOWER BOX LEVEL
 606_07_507
 SCALE 1:200 @A0 1:566 @A3

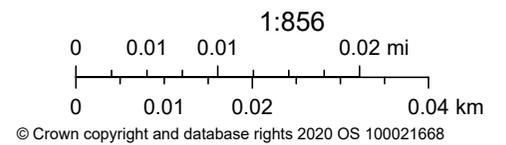
P1
 Revision

19/03673 – 5 Kingdom Street



21/09/2020 09:53:24

 Override 1



DS  DS  DS  DS  DS 

APPENDIX 2

DRAFT AFFORDABLE WORKSPACE STRATEGY

5KS Affordable Workspace Strategy

Prior to occupation of any affordable workspace, the Affordable Workspace Strategy to be approved by WCC (approval not to be withheld or delayed) to include:

Vision: a sustainable, permanent affordable workspace, which forms part of an integrated 'business ecosystem', where businesses of all types and sizes are able to grow and thrive.

Hours of operation/access

- Core opening hours – Monday to Friday, 8.00am – 7.00pm.
- Event opening hours (on demand) - Monday to Friday, 8.00am – 11pm.
- Customers with dedicated desks or private offices will have 24/7 access.

Occupation types, e.g. membership, fixed desk, offices

- Coworking memberships: designed to be attractive to occasional users of the AWS, members will have access to informal co-working spaces, networking and business support events and the wider 5KS AWS community. This option will be particularly attractive to very early stage entrepreneurs and organisations who support local people engaging in enterprise, innovation and socially positive activities.
- Fixed desks: providing the 'next step on the ladder', this option provides customers with all of the above and a dedicated desk in a co-working environment. They will also be able to access targeted and tailored business support via the AWS centre team, staffed by the operator of the AWS.
- Offices: the AWS will be designed to provide a range of office sizes (from 2 people – 20 people), to allow for businesses to grow and expand within the AWS.

Lease / Licence Terms

- Minimum commitment of one month with one-month notice period.
- A deposit will be taken prior to occupation that reflects the value of one month's licence fee (including VAT).
- All-inclusive short-term licences or leases (up to three years with three months' notice), contracted out of the Landlord and Tenant Act 1954 awarded at the discretion of the Affordable Workspace Operator.

Communal/events spaces

- Designed to maximise collaboration opportunities within the building – with a range of quiet spaces and networking spaces.
- Communal spaces and facilities to comprise at least 10% of total area (NIA).
- Styled to be attractive to a range of business types – professional but not corporate.
- Be a central hub for activities related to innovation, learning and enterprise.
- Host [4] community-based (i.e. not customer orientated) events per year at no charge.
- Be available for events attended by affordable workspace occupiers for free and to hire by external parties to both generate revenue and enable 'serendipitous' encounters to encourage collaboration.

Networks

Engagement and participation with business and innovation networks, such as:

- Campus networks to bring businesses within 5 Kingdom Street and Paddington Central together, such as the Paddington Central Diversity Network, Westminster Business Council,

Paddington BID and others as guided by the Advisory Board (as defined in the Affordable Workspace Support Fund Strategy).

- Westminster and London-based affordable workspaces.
- London and national business support organisations.
- Other businesses within 5 Kingdome Street and in the Paddington area.

Business Support

[to be provided by the Affordable Workspace Operator once engaged]

Community use [to be updated by Operator once engaged regarding examples of activities to be provided to support the local community]

- Engagement with Westminster Academy, City of Westminster College, Westminster Adult Education Services and Marylebone Boys' School to enable apprenticeships, work placements and skills-based activities.
- Make available 10% of space to locally-based charities and / or social enterprises per annum (such space to be exclusively marketed to these groups for a minimum of two weeks, through relevant local networks/organisations, e.g. Westminster Business Council and Westminster Employment Service).
- Use reasonable endeavours to ensure that 25% of the End Users (as defined in the Section 106 Agreement) are Local Residents for the lifetime of the development, including (but not limited to) marketing to Local Residents for a minimum of two weeks, through relevant local networks/organisations, e.g. Westminster Business Council and Westminster Employment Service.

Access to cycle parking

- There will be 55 secure cycle parking spots made available to customers.
- Cycling amenities, such as showers, lockers, changing facilities and drying facilities will be made available to customers.

Marketing and eligibility criteria

- How the operator will market the space to maintain high levels of occupancy
- Eligibility criteria to include (but not limited to) the following groups (defined as End Users in the Section 106 agreement):
 - (a) organisations (such as limited companies) or self-employed people which can evidence:
 - teams of 10 or less employees at the start of their occupation of the Affordable Workspace;
 - trading for 5 or less years at the start of their occupation of the Affordable Workspace; or
 - the need for affordable workspace including evidence that they cannot afford workspace at market rates;
 - (b) operating businesses with potential for future commercial success taking into account what the business does and the individuals managing the business; and
 - (c) being able, willing and committed to delivering social value to Local Residents such as creating jobs or skills opportunities, paid internships, volunteering on community projects, inclusive marketing activities that actively attract organisations from diverse backgrounds within best practice guidelines.
- End Users shall not have a fixed desk or office for more than 5-years unless they can demonstrate that they cannot access other workspace within the open market.

Governance

- Evolution of this strategy to be developed, and adherence to be monitored, by the AWS Advisory Board (see Affordable Workspace Support Fund Strategy).
- The AWS Advisory Board will also set parameters for, and monitor, decisions regarding eligibility criteria and community use.

APPENDIX 3

DRAFT AFFORDABLE WORKSPACE SUPPORT FUND STRATEGY

Affordable Workspace Support Fund Strategy

Purpose

Supporting the 5KS AWS vision of “a sustainable, permanent affordable workspace, which forms part of an integrated ‘business ecosystem’, where businesses of all types and sizes are able to grow and thrive” by investing in activity that pump-primers the pipeline of inclusive and sustainable enterprises.

Sources of income

1. Initial investment by BL of £50k
2. Surplus against Rental Cap
3. Grant or philanthropic funding

Use of funds

- Investment can be made to activities that remove barriers to entry to the AWS for relevant enterprises or enable member enterprises to enhance their prospects for inclusive and sustainable growth, in line with the Vision, such as:
 - *diversity training,*
 - *supporting (e.g. brokering) apprenticeships,*
 - *means tested rent discounts (for limited periods only),*
 - *outreach activities (school work experience etc.),*
 - *skills development for local citizens to access medium or high value jobs within member enterprises*
 - *experimental activities around inclusion and innovation,*
 - *innovation or business support*
- The balance of the fund must not exceed £50k – the premise is that the initial investment from BL is the working capital for the fund and all new revenue should be spent within each year, and this allows for monies to be spent ahead of receipt in a given year.
- The balance of the fund must not fall below £10k.

Governance

- The Fund is primarily to be used in two modes, to further the Vision:
 - **Strategic:** projects or activities are identified and committed to.
 - **Responsive:** Speculative or invited applications for funding may be granted. Such activity may require a separate panel or sub-committee of the Advisory Board.
- An Advisory Board meets by default, twice per year to:
 - set and review the parameters for use of the Fund having considered the current economic environment, local trends, best practice and community needs, to include:
 - authority divested to the Operator Management;
 - balance of Strategic versus Responsive model of fund usage; and
 - frequency of Advisory Board meetings.
 - for reviewing invested activities, decision making conformance and impact.
- Advisory Composition – ensuring best practice for board diversity:
 - Independent chair
 - Representatives from
 - Local area, e.g. Paddington Now BID
 - WCC – elected ward or Cabinet member
 - GLA / LEAP representative
 - Member enterprises – one for profit and one not-for-profit
 - Independent – with skills, experience, sectoral or cultural background to complement the rest of the board
- The Advisory Board operates with, an ethos of agility, authenticity, and experimentation.

APPENDIX 4
WALKWAYS AGREEMENT

DATED 22nd December 2011

PADDINGTON CENTRAL I (GP) LIMITED

and

PADDINGTON CENTRAL II (GP) LIMITED

and

PADDINGTON CENTRAL III (GP) LIMITED

and

MOURANT & CO. TRUSTEES LIMITED

and

MOURANT PROPERTY TRUSTEES LIMITED

and

ONE SHELDON SQUARE LIMITED

and

**THE LORD MAY AND CITIZENS
OF THE CITY OF WESTMINSTER**

WALKWAYS AGREEMENT

pursuant to Section 35 of the Highway
Act 1980 relating
to former Paddington Goods Yard
(Bishops Bridge) W2

THIS AGREEMENT is made the 22nd day of December Two thousand and eleven

B E T W E E N:

1. **PADDINGTON CENTRAL I (GP) LIMITED** (Company Number 3891376) whose registered office is at 1 Poultry, London EC2R 8EJ acting as General Partner for and on behalf of Paddington Central I LP (hereinafter referred to as "**the First Owner**");
2. **PADDINGTON CENTRAL II (GP) LIMITED** (Company Number 5092409) whose registered office is at 1 Poultry, London EC2R 8EJ acting as General Partner for and on behalf of Paddington Central II LP (hereinafter referred to as "**the Second Owner**");
3. **PADDINGTON CENTRAL III (GP) LIMITED** (Company Number 5548875) whose registered office is at 1 Poultry, London EC2R 8EJ acting as General Partner for and on behalf of Paddington Central III LP (hereinafter referred to as "**the Third Owner**");
4. **MOURANT & CO. TRUSTEES LIMITED** (a company incorporated and registered in Jersey with number 18478) and **MOURANT PROPERTY TRUSTEES LIMITED** (a company incorporated and registered in Jersey with number 87662) whose registered offices are at 22 Grenville Street, St Helier, Jersey, JE4 8PX Channel Islands (as the trustees of Paddington Central IV Unit Trust) (hereinafter referred to as "**the Fourth Owner**");
5. **ONE SHELDON SQUARE LIMITED** company registration number 106668 being a company organised and existing under the laws of Jersey, Channel Islands whose principal place of business is at St Paul's Gate, New Street, St Helier, Jersey JE4 8ZB and whose address for service in England and Wales is c/o RREEF Real Estate, One Appold Street, London EC2A 2UU (hereinafter referred to as "**the Fifth Owner**");
and

6. THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of Westminster City Hall PO Box 240 Victoria Street London SW1E 6QP (hereinafter referred to as "the Corporation").

WHEREAS

- (1) The First Owner is the successor in title to Grainhurst Properties Limited ("Grainhurst") as the freehold owner registered on title NGL411550 of land included in the former Paddington Goods Yard (Bishops Bridge) London W2 ("the Property") which land is identified indicatively edged with red on the annexed Plan 1 (hereinafter referred to as "the PCI Site") and within the London Borough of the City of Westminster and the First Owner has developed on the PCI Site Phase 1 of a mixed use development known as PaddingtonCentral under a planning permission granted pursuant to application number 976935C as subsequently varied ("the Development").
- (2) The Second Owner is the successor in title to Grainhurst as the freeholder owner registered on titles NGL624083, NGL838144 and NGL818091 of land included in the Property which is identified indicatively edged with blue on Plan 1 (hereinafter referred to as "the PCII Site") and the Second Owner has developed on the PCII Site a hotel and infrastructure comprised in the Development.
- (3) WCC The Third Owner is the successor in title to Grainhurst as the freehold owner registered on title NGL858³~~7~~58 included in the Property which is identified indicatively edged with orange on Plan 1 (hereinafter referred to as "the PCIII Site") on which the office building known as 1 Kingdom Street has been constructed.

- (4) The Fourth Owner is the successor in title to Grainhurst as the freehold owner registered on title NGL887364 included in the Property which is identified indicatively edged with magenta on Plan 1 (hereinafter referred to as "the PCIV Site") on which the office building known as 2 Kingdom Street is being constructed.

- (5) The Fifth Owner is the successor in title to Grainhurst as the freehold owner registered on title NGL914820 included in the Property which is identified indicatively edged with green on Plan 1 on which the office building known as One Sheldon Square has been constructed (hereinafter referred to as "One Sheldon Square").

- (6) This Agreement is supplemental to an Agreement (as subsequently varied by the Corporation and the persons then holding an interest in the Property) dated 23 May 2000 and made between Grainhurst and the Corporation pursuant to Section 106 of the Town and Country Planning Act 1990 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 94 and Section 278 of the Highways Act 1980 (as substituted by Section 23 of the New Roads and Street Works Act 1991) (the "Section 106 Agreement") whereby Grainhurst agreed pursuant to paragraphs 4(b) and 18 of the Second Schedule of the Section 106 Agreement to construct a footpath adjacent to the Grand Union Canal in the general location shown edged red on Drawing No. JS0309/TOW/02F (Document 3 in Appendix 3 to the Section 106 Agreement) (referred to in Section 106 Agreement as "the Canalside Footpath") and a network of pedestrian rights of way serving the Development shown marked red on Drawing No. JS0309/21F (Document 4 in Appendix 3 to the Section 106 Agreement) (referred to in Section 106 Agreement as "the Pedestrian Rights of Way").

- (7) Grainhurst also agreed pursuant to paragraph 8 of the Second Schedule of the Section 106 Agreement to provide as part of the Development routes to be used as cycle paths as shown marked in blue on Drawing No. JS0309/21F.
- (8) The planning obligations in paragraph 18 of the Second Schedule of the Section 106 Agreement have so far as the PCII Site and the PCIV site are concerned been superseded by the planning obligations contained in paragraph 3 of Schedule 3 to the Fourth Deed of Variation of the Section 106 Agreement dated 24 August 2007 ("Fourth Deed of Variation") which requires that Pedestrian Rights of Way should be included as part of the Public Realm Area to be provided under the Fourth Deed of Variation and so far as the PCIII Site is concerned by the planning obligation contained in paragraph 4 of Schedule 4 to the Fourth Deed of Variation which prevented occupation of the office accommodation constructed on the PCIII Site until a specified part of the Public Realm Area had been provided.
- (9) The First Owner has with the approval of the Corporation constructed on the PCI Site the Canalside Footpath and the Pedestrian Rights of Way shown marked by red lines on Plan 2 and the cycle paths shown marked by blue lines on Plan 2 (the "Cycle Paths").
- (10) The Second Owner has with the approval of the Corporation constructed on the PCII site the Public Realm Area including the Pedestrian Rights of Way shown on Drawing No 1 and the Cycle Paths shown in Plan 2.
- (11) The parties have agreed to the substitution of Plan 2 in the Section 106 Agreement in place of Drawing No. JSO309/21F (in Part).

- (12) The Section 106 Agreement and the Fourth Deed of Variation provide for this Agreement to be entered into to regulate the maintenance and security of the Canalside Foothpath and the Pedestrian Rights of Way (including those incorporated in the Public Realm) (hereinafter referred to together as "the Walkways").
- (13) The Corporation acting by the Council of the City of Westminster is a highway authority for the area of the London Borough of the City of Westminster for the purposes of Section 35 of the Highways Act 1980 (hereinafter referred to as "the Act").
- (14) The First Owner and the Second Owner have the necessary power to dedicate the Walkways on the PCI Site and the PCII Site as Walkways under Section 35 of the Act.
- (15) The parties hereto consider that the Walkways should upon completion be dedicated as walkways pursuant to Section 35 of the Act and that provision should be made for regulating the use maintenance cleansing and lighting of the walkways and related matters and have entered into this Agreement for such purpose.

NOW THIS DEED WITNESSETH as follows:-

Enabling Powers

1. This Agreement is made pursuant to Section 35 of the Act Section 16 of the Greater London Council (General Powers) Act and of all other powers the parties hereto enabling

Interpretation

2. The following terms shall have the meanings hereby assigned to them:
"Plan 1" means drawing number SK-A-022.1 Rev 04 annexed hereto "Plan 2" means drawing number 2188-00-980 Rev D annexed hereto on which the routes of the Walkways provided as part of the Development are shown by red lines and which indicatively indentifies the centre of the Cycle Paths provided as part of the Development by a blue line.

Substitute Walkways

3. The Corporation and the First Owner and the Second Owner agree pursuant to clause 6 of the Section 106 Agreement that the top left and top right plans only entitled "Phase 1: Pedestrian & Cycle Routes" and "Phase 2: Pedestrian and Cycle Routes" respectively on Drawing No JS0309/21F and all subsequent variations to them shall insofar as they are intended to show the Pedestrian Rights of Way to be provided on the Site be deleted and substituted with Plan 2 (and which Plan 2 may be varied in the future with the written agreement of the Corporation).
4. The Corporation acknowledges that the Cycle Paths provided as part of the Development are not intended for exclusive use of cyclists.
5. The First Owner and the Second Owner hereby agree and confirm that upon and from the date of this Agreement the Walkways shall be dedicated as walkways as provided for in Section 35 of the Act but subject to the following clauses.

Terms and Conditions of Dedications

6. The First Owner covenants with the Corporation so as to bind the PCI Site and the Second Owner covenants with the Corporation so as to bind the PCII Site that it shall manage or procure the management of the Walkways on its respective sites and shall in relation to its respective site:
- (a) subject to the provisions of clause 7(b) and 7(c) herein ensure that the Walkways are kept open 24 hours per day for public use unless otherwise agreed in writing by the Corporation
 - (b) maintain to the reasonable satisfaction of the Corporation any structure which gives support to the Walkways so as to protect and preserve such support for the Walkways insofar as it lies within the control of the First Owner or the Second Owner to do so
 - (c) keep in good order and in a safe condition to the reasonable satisfaction of the Corporation the structures and finishes including the lighting of the Walkways all buildings or structures above below and adjoining them which form part of the Development and all those items set out in clause 7(c)(i) and (ii) herein
 - (d) maintain and pay for the supply of electricity and water for the purposes of lighting and cleansing the Walkways
 - (e) keep the Walkways illuminated to the reasonable satisfaction of the Corporation so far as is necessary during the hours when they are open to the public
 - (f) cleanse the Walkways and use all reasonable endeavours to keep them in a good and tidy condition to the reasonable satisfaction of the Corporation
 - (g) permit the Corporation its servants or agents to enter upon the Walkways for the purpose of inspecting the condition and maintenance thereof

- (h) keep the Corporation fully indemnified against all action costs claims demands and liability whatsoever in respect of damage to persons or property due to any breach of the covenants contained in sub clauses (a) to (e) above provided that such indemnity shall not extend to any actions costs claims demands or liability caused by the act or negligence of the Corporation or its agents or contractors.

7. It is further agreed between the parties hereto that

- (a) for the purpose of securing compliance with any of the covenants of the First Owner or the Second Owner herein contained the Corporation may (save in case of emergency) serve written notice on the relevant Owner requiring such non-compliance to be remedied within 7 days of the receipt of such written notice and where the relevant Owner has failed to remedy the same within that period the Corporation may by its servants or agents enter upon the Walkways and (so far as reasonably necessary and only to the extent that such necessary works cannot otherwise be carried out) any adjoining or adjacent building or structure within the control of the relevant Owner to undertake itself any necessary works to the Walkways properly required in order to secure such compliance and the reasonable cost of such works shall be paid by the relevant Owner to the Corporation within 28 days of the submission of the Corporation's properly certified account for such works and provided that the Corporation shall make good any damage caused by it in so entering as soon as reasonably practicable
- (b) in addition to any closures that are required in cases of emergency the Walkways or part or parts of them may be temporarily closed (including during the hours of darkness) PROVIDED THAT (1) where it is possible to do so a

reasonable alternative route has been provided which alternative route shall be maintained for the duration of the closure (details of which alternative route shall be submitted to and approved by the Corporation prior to closure) or (2) where it is not reasonably possible to provide such an alternative route the reasons why it is not so possible have been submitted to and approved by the Corporation prior to such closure and in either case only in the following circumstances:

- (i) when congestion of the Walkways is likely to occur or
 - (ii) when the safety of the public is otherwise likely to be endangered or in the interest of security or to avoid a nuisance or otherwise in case of emergency or
 - (iii) when work is being executed or is to be executed on or in connection with the Walkways or on or in connection with a building or structure supporting or adjacent to the Walkways or
 - (iv) when cleansing or maintenance (other than routine cleansing or maintenance) of the Walkways or of a building or structure supporting or adjacent to the Walkways is being carried out or is to be carried out or
 - (v) when in the reasonable opinion of the Corporation any activities or conduct by any users of the Walkways become or are likely to become offensive or a nuisance or a source of annoyance to users of the Walkways or adjacent properties or
 - (vi) in the event of the redevelopment or reconstruction of the Development or a material part thereof
- (c) for the avoidance of doubt nothing in this Agreement shall prevent:-

- (i) the right of the First Owner or the Second Owner or their respective lessees to place or allow the placing of chairs tables advertising and promotional material or any other object structure or item ancillary to and reasonably required in connection with the occupation of the Development or any part thereof on any part of the Walkways
- (ii) the right of the First Owner or the Second Owner or their respective lessees to place or retain anything (including any structure or projection such as supports, stanchions, footings, decking or overhanging buildings or other structures) in on or over the Walkways or any part thereof
- (iii) the right of the First Owner or the Second Owner to grant specific rights and easements in relation to land comprised within any part of the Walkways

PROVIDED THAT the exercise of such rights such persons is not inconsistent with and does not prevent the exercise of rights of access to the Walkways created by the covenants herein AND FURTHER PROVIDED THAT nothing in this Agreement exempts such persons from having to obtain such consents licenses or permissions that are required from the appropriate statutory authority in respect of the exercise of rights referred to in clause 7(c) above

- (d) the Walkways shall not be used for skateboarding roller skating or (save where the Cycle Paths cross the Walkways) cycling or similar activity
- (e) for the avoidance of doubt nothing in this Agreement shall prevent the First Owner or the Second Owner or any other owner of a building on the Development or any estate management company of the Development from

requiring any person to vacate or cease any activity on the Walkways (including the taking of photographs) for bona fide security reasons

8. Any of the Walkways shall cease to be a walkway under Section 35 of the Act if and for the purposes of this Agreement the Corporation is reasonably satisfied that there is a suitable alternative route for pedestrians whether over a highway footpath or another walkway or that an alternative route is unnecessary or undesirable or that the relevant Walkway unreasonably impedes the demolition redevelopment rebuilding reconstruction alteration or refurbishment of the whole or any part of the Development and it consents to any of the Walkways ceasing to be a walkway
9. The Third Owner covenants with the Corporation so as to bind the PCIII Site and the Fourth Owner covenants with the Corporation so as to bind the PCIV Site and the Fifth Owner covenants with the Corporation so as to bind One Sheldon Square to keep in good order and in a safe condition to the reasonable satisfaction of the Corporation the buildings adjoining the Walkways erected on their respective sites.
10. It is further agreed by the Parties that:
 - (a) where under the terms of this Agreement the approval or consent of or certificate of the Corporation regarding any matter is required such approval or consent or certificate shall not be unreasonably withheld or delayed and shall be in writing under the hand of the Director of Planning and Transportation or other proper officer for the time being of the Corporation
 - (b) any document required to be given or served by one party to the other under the terms of this Agreement shall be deemed to have been properly served or given if sent by recorded delivery post provided that whilst Paddington Central

I (GP) Limited is the owner of the PCI Site Paddington Central II (GP) Limited is the owner of the PC II Site and Paddington Central III (GP) Limited is the owner of the PC III Site any document required to be so given or served shall be sent to the First Owner or the Second Owner or the Third Owner (as the case may be) c/o AVIVA (attention Donna Harris, Head of Property), 5 Surrey Street Norwich NR1 3PG or such other party or address as shall be notified to the Corporation in writing from time to time

Costs

11. The First Owner and the Second Owner shall each pay on the date of this Agreement one half of the Corporation's reasonable costs related to its preparation.

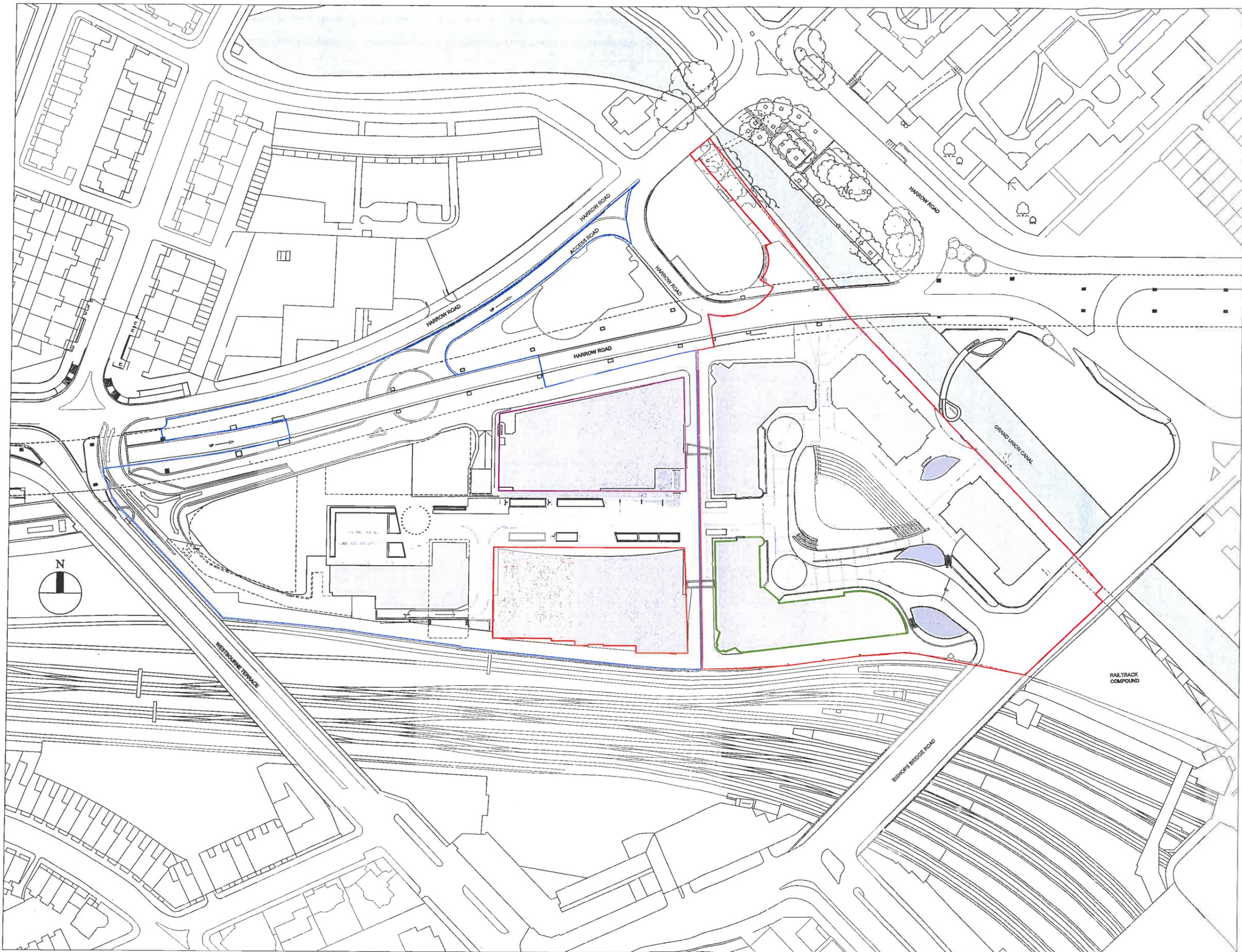
LIMITATION OF TRUSTEES' LIABILITY

12. Mowatt and Co. Trustees Limited and Mowatt Property Trustees Limited together as the Fourth Owner have entered into this Agreement in their capacities as the trustees of the Paddington Central IV Unit Trust and, therefore, notwithstanding any other provisions contained in this Agreement, neither of them nor any successor trustee of the Paddington Central IV Unit Trust is obliged to meet any liability or claim under this Agreement save to the extent that the same can be met by them out of the assets for the time being held upon the trust of the Paddington Central IV Unit Trust.

awk AS.

Q L Awk (MCR)

Q L Awk (MCR)



KPF

PaddingtonCentral

worklifestyle

Client
Development Securities

Key

- The PC1 Site
- The PC2 Site
- The PC3 Site
- The PC4 Site
- One Sheldon Square

General Notes:

1. Do not scale drawings. Dimensions Govern.
2. All dimensions are in millimeters unless otherwise noted.
3. KPF shall be notified in writing of any discrepancies.

04	2011.03.25	DevSec comments incorporated
03	2011.03.15	Issue for Information
02	2008.11.14	Issue for Information
01	2008.10.15	Issue for Information
00	2008.09.16	First Issue

Key Plan


Principal Solicitor

**Kohn Pedersen Fox Associates
(International) PA
Architects and Planning Consultants**

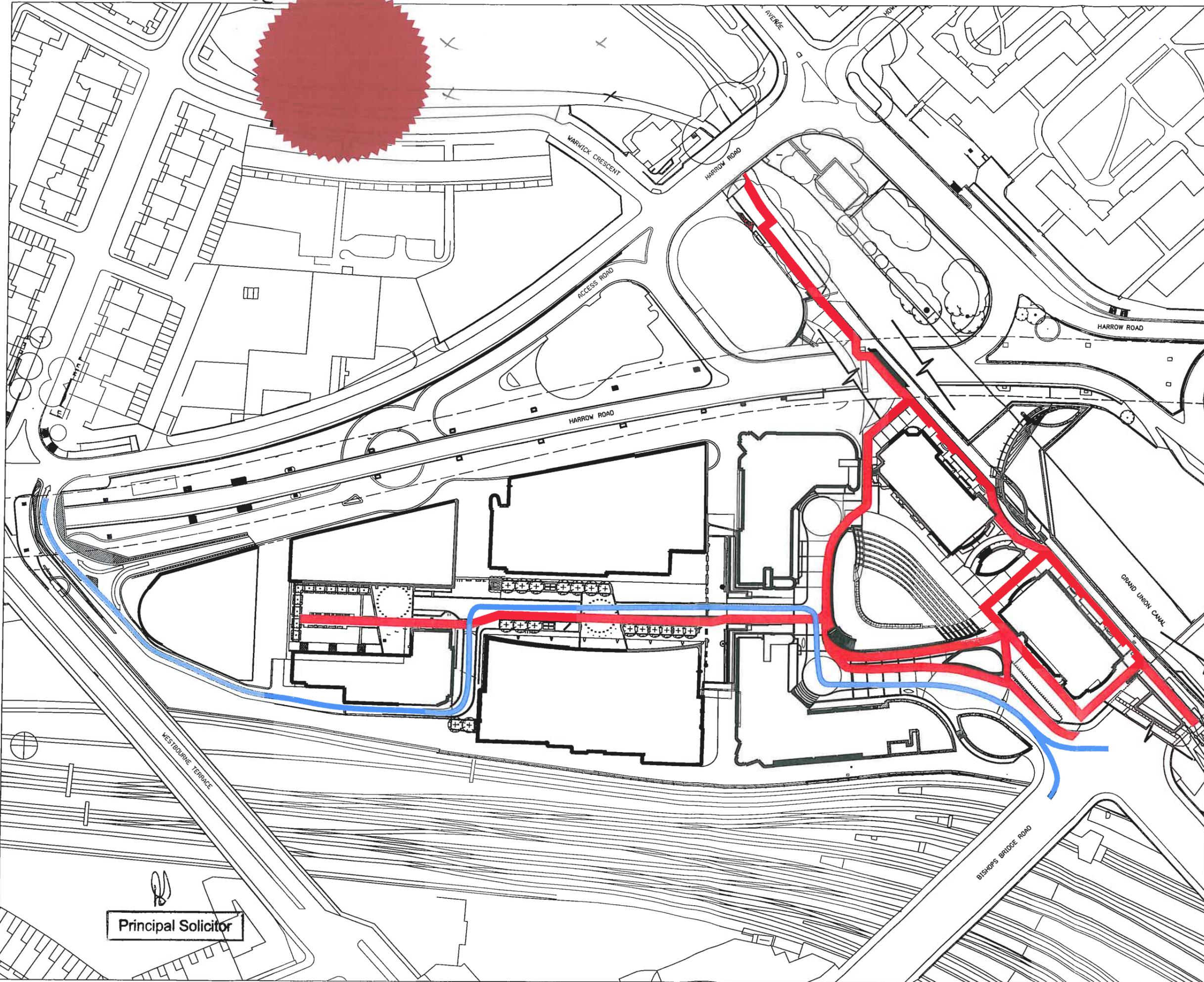
13 Langley Street
London WC2H 9JG
England
T: +44 (0)207 836 6668
F: +44 (0) 20 7497 1175
<http://www.kpf.com>

Proj. No.	Project	Drawn by	Checked by
696	PaddingtonCentral	tutti	fp

INDICATIVE LAND OWNERSHIP

Nr. **SK-A-022.1** Rev. **04**

28/03/2011
 J:\088-Paddington-Central\Transfer\Out\Client\10330_Indicative Land Ownership\SK-A-022.1_Initial_Plan.dgn
 programs



© COPYRIGHT
The copyright in this drawing is vested in Sheppard Robson and no license or assignment of any kind has been, or is, granted to any third party without the prior written consent of Sheppard Robson.

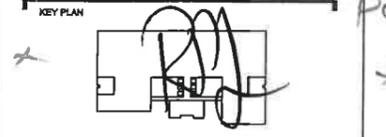
DO NOT SCALE FROM THIS DRAWING
The contractor shall check and verify all dimensions on site and report any discrepancies in writing to Sheppard Robson before proceeding with work.

FOR ELECTRONIC DATA ISSUE
Electronic data / drawings are issued as "read only" and should not be interrogated for measurement. All dimensions and levels should be read, only from those values stated in text, on the drawing.

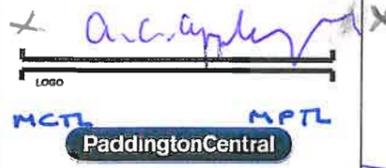
AREA MEASUREMENT
The areas are approximate and can only be verified by a detailed dimensional survey of the completed building. Any decisions to be made on the basis of these predictions, whether as to project feasibility, pre-letting, lease agreements or the like, should include due allowance for the increase and decrease allowed in the design development and building processes. Figures relate to the lease area of the building at the current stage of its design and using the Gross External Area (GEA) / Gross Internal Area (GIA) / Net Internal Area (NIA) method of measurement from the Code of Measuring Practice, 8th Edition (RICS Code of Practice). All areas are subject to Town Planning and Conservation Area Consent, and detailed figures to Light analysis.

- NOTES:
- █ Walkway 3 metres wide, except where constrained by physical features
 - █ Cycle path

REV	DATE	AMENDMENT
D	06/01/11	DRAWING BOUNDARY REVISED
C	07/01/11	CYCLE ROUTE ADDED
B	17/06/09	WORKING AMENDED
A	18/06/09	AMENDED BY ACCORDING TO CORRESPONDENCE DATED 18/06/09
-	29/06/09	ISSUED FOR INFORMATION



TITLE
PaddingtonCentral



LOCATION 77 PARKWAY · CAMDEN TOWN · LONDON · NW1 7PU
PHONE +44 0 20 7504 1700 FAX +44 0 20 7504 1701
WEBSITE www.sheppardrobson.com EMAIL sr.zna@sheppardrobson.com

DRAWING
Pedestrian Walkways

SCALE	DATE	ORIGINATOR	CHECKED	AUTHORIZED
1: 1250	05.06.2009	jp		

STATUS
INFORMATION

DRAWING NO.	REV
2188 - 00 - 980	D

Principal Solicitor

PC I
PC II
PC III
MCTL
MPTL
A.K.
SHEPPARD ROBSON
ARCHITECTURE URBAN DESIGN PLANNING INTERIORS
Filename: L:\Projects\2150_e002188\CAO\pant00_Shep02_980.dgn
Plotted: 08/03/2011

EXECUTED by its Parties as a Deed the day and year first above written

SIGNED as a DEED by
PADDINGTON CENTRAL I (GP) LIMITED
acting by

Director



Name (Print) R P JONES Signature

Director/Secretary



Name (Print) A C APPLEYARD Signature

SIGNED as a DEED by
PADDINGTON CENTRAL II (GP) LIMITED
acting by

Director



Name (Print) R P JONES Signature

Director/Secretary



Name (Print) A C APPLEYARD Signature



(The **COMMON SEAL** of THE LORD
(**MAYOR AND CITIZENS OF THE**
(**CITY OF WESTMINSTER** was
(hereunto affixed by Order:

Principal Solicitor

~~Assistant Director of Legal Services~~

Seal No
97
53935

DATED 22 December 2011

PADDINGTON CENTRAL I (GP) LIMITED

and

PADDINGTON CENTRAL II (GP) LIMITED

and

PADDINGTON CENTRAL III (GP) LIMITED

and

MOURANT & CO. TRUSTEES LIMITED

and

**MOURANT PROPERTY TRUSTEES
LIMITED**

and

ONE SHELDON SQUARE LIMITED

and

**THE LORD MAY AND CITIZENS
OF THE CITY OF WESTMINSTER**

WALKWAYS AGREEMENT

pursuant to Section 35 of the Highway
Act 1980 relating
to former Paddington Goods Yard
(Bishops Bridge) W2

C T Wilson
City Solicitor and Secretary
Westminster City Council
City Hall
64 Victoria Street
London
SW1E 6QP

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

EXECUTED AS A DEED (but not delivered
until the date of the Deed) for and on behalf of
THE GREATER LONDON AUTHORITY

DocuSigned by:
Lucinda Turner
45D811186F12450...

DocuSigned by:
John Finlayson
3DCFF9A14808434...

Authorised by

Authorised by

Lucinda Turner

John Finlayson

Name

Name

Assistant Director of Planning

Head of Development Management

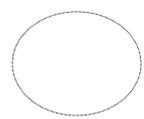
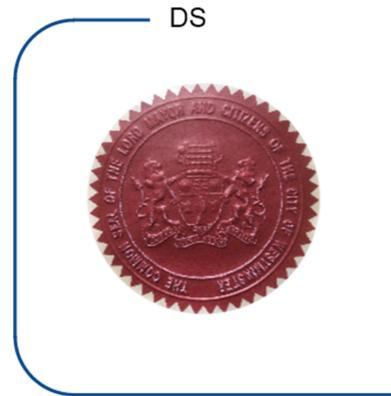
Position

Position

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** in the presence of

DocuSigned by:

A9450DE3697F478...
Principal Solicitor.....Authorised Signatory



Common Seal 945/63031

Executed as a Deed (but not delivered until the date of this Deed) by **PADDINGTON CENTRAL II (GP) LIMITED** acting by

Tim Downes.....
Full Name (Director)

DocuSigned by:

10F477A04F2A44B...
Director

Bruce James.....
Full Name (Secretary)

DocuSigned by:

B269C6F6DE094CB...
Secretary