

DATED

09 September

2022

**AGREEMENT**

**THE COUNCIL OF THE LONDON BOROUGH OF EALING (1)**

**-and-**

**THE COUNCIL OF THE LONDON BOROUGH OF EALING (2)**

**-and-**

**PEABODY DEVELOPMENTS LIMITED (3)**

**Under Section 106 of the Town and Country Planning Act 1990 (as amended)**

**relating to LAND COMPRISING PUBLIC CAR PARK, BUSINESS PREMISES, ROADS AND ADJACENT LAND LYING TO THE NORTH WEST AND REAR OF THE GREEN AND ADJOINING FEATHERSTONE TERRACE, DOMINION ROAD AND DILLOWAY YARD, SOUTHALL UB2**

**London Borough of Ealing**

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

Ref: Legal/00682533/TI

THIS AGREEMENT is made the

09 day of September

2022

BETWEEN

(1) THE COUNCIL OF THE LONDON BOROUGH OF EALING of Town Hall Ealing London W5 2BY (the "Council")

and

(2) THE COUNCIL OF THE LONDON BOROUGH OF EALING of Town Hall Ealing London, W5 2BY ("the Owner")

and

(3) PEABODY DEVELOPMENTS LIMITED (a registered society under the Co-operative and Community Benefit Societies Act 2014 registered under No: 26804R) of 45 Westminster Bridge Road London SE1 7JB (the "Developer")

## 1 RECITALS

- A. The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated (and for the avoidance of doubt unless the context requires otherwise a reference to the "Council" shall mean the Council acting in its capacity as local planning authority).
- B. The Owner is the freehold owner of the Council Land and is registered at HM Land Registry under title numbers AGL50262 as the proprietor of the Council Land with title absolute.
- C. The Developer has an interest in the Council Land pursuant to the Conditional Contract under which it will acquire leasehold interests in certain parts of the Property from the Council upon certain conditions in the Conditional Contract being complied with and the Developer will enter into Confirmatory Deeds in accordance with clause 6.2 of this Deed with the intention of ensuring that the relevant covenants, commitments obligations and restrictions contained in this Deed shall effectively bind the Long Leasehold Interests in the Property that the Developer will acquire pursuant to the Conditional Contract.
- D. The Application has been submitted to the Council and the parties hereto have agreed to enter into this Deed in order to facilitate and enable the acceptable development of the Property and in particular the provision of Affordable Housing on the Property.
- E. On 20 October 2021 the Council resolved to grant planning permission for the development of the Property in accordance with the Application but subject to the completion of this Deed.

**NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:**

## 2. Words and Expressions

In this Deed (including the recitals and schedules) the following words and expressions shall unless the context otherwise requires having the meanings ascribed to them below:

<b>“Act”</b>	means the Town and Country Planning Act 1990 (as amended);
<b>“Actual Carbon Dioxide Emissions”</b>	means the percentage reduction in onsite carbon dioxide emissions for the Development beyond the minimum requirement of Building Regulations 2013 Part L baseline, or any future revision of the Building Regulations, as required by condition 21 attached to the Planning Permission;
<b>“Additional Carbon Off-Setting Contribution”</b>	means a one-off payment calculated by multiplying the Per Tonne Sum by the tonnage (tCO <sub>2</sub> /yr) difference between the Actual Carbon Dioxide Emissions and the Agreed Carbon Targets;
<b>“Affordable Housing”</b>	means housing including London Affordable Rented Housing and London Shared Ownership Housing provided to Eligible Households whose needs are not met by the market and which housing should: <ul style="list-style-type: none"> <li>(a) meet the needs of Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and</li> <li>(b) include provision for the home to remain at an affordable price for future Eligible Renters; or</li> <li>(c) if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision within Greater London;</li> </ul>
<b>“Affordable Housing Contribution”</b>	means (if applicable) the proportion or that part of any Surplus Profit which is to be paid to the Council as a financial contribution as approved by the Council or determined by an Expert in accordance with Part B of Schedule 2 and which shall be used for the provision of affordable housing within the Council’s administrative area;
<b>“Affordable Housing Mix”</b>	means the size and tenure mix in accordance with which the Affordable Housing Units are to be provided as set out in Annex 2 to this Deed or such alternative mix as may be agreed (including as a consequence of any agreed amendments to the Phasing Plan);
<b>“Affordable Housing Provider”</b>	means: <ul style="list-style-type: none"> <li>(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); or</li> </ul>

- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- (c) any other body specialising in the provision of Affordable Housing;

in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);

**“Affordable Housing Units”**

means the 269 (two hundred and sixty nine) Residential Units to be provided as Affordable Housing within the Development in accordance with the Affordable Housing Mix and the Phasing Plan which comprises 48% by unit (51% by Habitable Room) of the Residential Units and “Affordable Housing Unit” shall be construed accordingly;

**“Agreed Carbon Targets”**

means the net CO2 emissions (equivalent to 66.14% reduction in CO2 emissions over the Building Regulations 2013 Part L baseline) as set out within the Energy Strategy (or as subsequently revised in accordance with updated SAP 10 Carbon Factors);

**“Air Quality Contribution”**

means the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council to be used towards air quality monitoring and improvement measures in the Borough;

**“Application”**

means the planning application given the Council’s reference 215058FULR3 and received by the Council 23 July 2021 and as subsequently amended for development of the Property in the manner described in the application;

**“Apprenticeships”**

means paid work for a fixed period of time for the purpose of learning a particular skill, knowledge and qualification;

**“As-Built”**

means the recorded drawings and documentation defining deviation to the designed information occurring during construction at the end of the project;

**“As-Built Be Seen Reporting Webform”**

means the form available at the following URL:

<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>).

or such other form recommended by the GLA;

<b>"As-Built Stage Chapter/Section GLA"</b>	means section 4 within the London Plan Guidance Documents "Be Seen" Energy Monitoring Guidance;
<b>"Average Intermediate Housing Value"</b>	means the average value of the London Shared Ownership Housing floorspace within the Development; per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Developer;
<b>"Average Low Cost Rent Housing Value"</b>	means the average value of London Affordable Rented Housing floorspace within the Development per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council, and the Developer;
<b>"Average Open Market Housing Value"</b>	means the average value of Open Market Housing Units floorspace within the Development per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Developer;
<b>"Be Seen Energy Monitoring Guidance"</b>	means the London Plan Guidance Documents "Be Seen" Energy Monitoring Guidance published by the Greater London Authority dated September 2021 or any document that may replace it;
<b>"Blue Badge Holders"</b>	means any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (or such relevant regulations as may supersede them);
<b>"Borough"</b>	means the London Borough of Ealing;
<b>"Build Costs"</b>	<p>means the build costs associated with the construction of the Open Market Housing Units supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) receipted invoices; and</li> <li>(c) costs certified by the Developer's quantity surveyor, costs consultant or agent;</li> </ul> <p>but for the avoidance of doubt build costs exclude</p> <ul style="list-style-type: none"> <li>(i) professional, finance, legal and marketing costs; and</li> <li>(ii) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and</li> </ul>

(iii) any costs arising from Fraudulent transactions;

<b>“Building”</b>	means each/any separate building forming part of the Development;
<b>“Bus Stops Contribution”</b>	means the sum of £8,000 (eight thousand pounds) for the purpose of improving bus stops within the local vicinity;
<b>“Carbon Off-Setting Contribution”</b>	means the sum of £605,739 (six hundred and five thousand, seven hundred and thirty-nine pounds) to be paid by the Owner to the Council to be paid into the Council’s Carbon Offset Fund to be applied to offset the residual carbon emissions of the Development;
<b>“Car Club”</b>	means a pay-as-you-drive car club offering members access to a vehicle without ownership and which is designed to reduce the levels of car ownership by occupiers of the Development and by residents in the vicinity of the Development;
<b>“Charge”</b>	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units in favour of the Chargee;
<b>“Chargee”</b>	means any mortgagee or chargee of an Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
<b>“Child Play and Open Space Contribution”</b>	means the sum of £300,000 (three hundred thousand pounds) to be paid by the Owner to the Council to be used towards the maintenance and provision of off-site public playspace facilities, allotments, green and amenity infrastructure in Walpole Park, Lammas Park, Haven Green and Dean Gardens;
<b>“CIL Regulations”</b>	means the Community Infrastructure Levy Regulations 2010 (as amended);
<b>“Combined Contribution”</b>	means the sum of £2,454,175 (two million four hundred and fifty four thousand one hundred and seventy five pounds) being the combined total of:  (a) Air Quality Contribution (b) Bus Stops Contribution (c) Carbon Off-Setting Contribution

- (d) Child Play and Open Space Contribution
- (e) Education Contribution
- (f) Economic Development Contribution
- (g) Leisure Contribution
- (h) NHS Contribution
- (i) Post Construction Energy Monitoring Contribution
- (j) Transport and Highways Contribution
- (k) TfL Contribution

**“Commencement of Development”**

means the carrying out of a material operation (as defined in Section 56(4) of the Act) comprised in the Development (or such part as may be specified) at the Property pursuant to the Planning Permission SAVE THAT for the purposes of this Deed the following shall not constitute Commencement of Development:

- (a) works of demolition and consequential works;
- (b) works to stabilise and support existing buildings and structures;
- (c) surveying, environmental and hazardous substance testing and sampling ( including the making of trial boreholes, window sampling and test pits in connection with such testing and sampling), soil tests, and trial holes to determine location of utilities and drainage;
- (d) remediation works;
- (e) site clearance;
- (f) archaeological investigations;
- (g) ecological survey and mitigation works;
- (h) erection of fencing or hoardings including site notices;
- (i) erection of security measures and/or lighting;
- (j) erection of temporary buildings, structures or compounds directly linked to anticipated construction;
- (k) construction of temporary access and/or highway works to enable the carrying out of development;
- (l) laying, removal or diversion of services;
- (m) necessary health, safety and welfare works identified to clear the Property in readiness for permanent works; and
- (n) pegging out

and **“Commence Development”**, **“Commencement”** or **“Commence”** shall be construed accordingly;

**“Completion”**

means completion of the Highway Works that enables the Highway Works to be used for the purpose for which

they were designed, save for any minor defects and **"Completed"** shall be construed accordingly;

**"Conditional Contract"**

means the conditional contract dated 15 April 2019 entered into between the Developer and the Council (acting in its capacity as freehold owner) pursuant to which the Council has agreed to grant leases of parts of the Property to the Developer subject to certain conditions being satisfied and this shall include any subsequent deeds of variation to the Conditional Contract;

**"Confirmatory Deed"**

means a deed supplemental to this Deed to be entered into pursuant to Clause 6.2 of this Deed confirming that the Developer agrees that the relevant Long Leasehold Interest for each Phase will be bound by the terms of this Deed in relation to the relevant Phase, such agreement to be substantially in the form annexed hereto in Annex 4 with such reasonable amendments as may be agreed between the parties (and **"Confirmatory Deeds"** shall be construed accordingly);

**"Consumer Prices Index"**

means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;

**"Council Land"**

means that part of the Property owned by the Council and in which the Developer has an interest by virtue of the Conditional Contract at the date hereof and shown indicatively shaded blue on Plan 3;

**"CPZ"**

means a controlled parking zone in the vicinity of the Property being a parking scheme established and operated by the Council in which on-street parking in a particular area is restricted to only those vehicles with parking permits issued by the Council for that scheme and in connection with which, but for the provisions of Schedule 4, occupiers of the Development would otherwise be able to purchase residents parking permits entitling them to park within such zone;

**"Defects Liability Period"**

means such period of time following Practical Completion (as defined in this Deed) of a Building in which a contractor may remedy defects as may be included in the construction contract for the relevant Building;

**"Development"**

means redevelopment of the Property pursuant to the Planning Permission as follows: demolition and mixed-use redevelopment (phased) to provide 3 urban blocks



comprising 564 residential units (Use Class C3) 2922.8sqm of flexible commercial, non-residential institutional/local community and employment floorspace (Use Classes E, F1 & F2), private and public car parking, servicing bays, public realm and associated landscaping, play and amenity space, plant and refuse areas and access arrangements;

**"Development Viability Information"**

means the information required by Formula 1 and Formula 2 being:

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Open Market Housing Value;
- (d) Average Low Cost Rent Housing Value; and
- (e) Average London Shared Ownership Housing Value,

and including in each case supporting evidence to the Council's reasonable satisfaction;

**"Disposed"**

means:

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development;

**"Economic Development Contribution"**

means the sum of £46,000 (forty-six thousand pounds) to be paid by the Owner to the Council to be used by the Council as a contribution towards the WEST (Work, Education, Support and Training) project for provision of outreach engagement, pre-employment training and employment support for Borough residents or if WEST ceases to operate, such other project with equivalent objectives;

**"Education Contribution"**

means the sum of £470,000 (four hundred and seventy thousand pounds) to be paid by the Owner to the Council to be applied to the provision of educational facilities directed to Dairy Meadow Primary School with a reserve of Havelock Primary School or such other schools, or provision of other local education facilities in the Borough which are in the vicinity of the Development;

**"Eligible Purchaser"**

means a purchaser or purchasers whose Household Income at the date of Purchasing the relevant London Shared Ownership Housing Unit does not exceed (subject to limbs (b) and (c) of the definition of "London

Shared Ownership Housing" in this Agreement) the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;

**"Eligible Renter"**

means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Discounted Market Rent Unit does not:

- (a) exceed the relevant upper limit specified for discount market rent housing in the latest London Plan Annual Monitoring Report, such amount at the date of this Deed being £60,000; and
- (b) who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report for this tenure;

**"Employment Progress Reports"**

means reports which monitor and detail the progress of the approved Local Employment and Apprentice Scheme which are provided to the Council in accordance with paragraph 2.2 of Schedule 5;

**"Energy Strategy"**

means the Energy Statement prepared by Elementa Consulting in May 2022 and submitted with the Application;

**"Estimated Build Costs"**

means the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date; and
- (b) the actual Build Costs incurred at the Review Date;

**"Estimated GDV"**

means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part B of Schedule 2 of this Deed based on detailed comparable market evidence to be assessed by the Council assuming the Market Value;

**"Expert"**

means an independent and suitable person holding appropriate professional qualifications appointed: (i) in accordance with the provisions of clause 13 of this Deed to determine a dispute; or (ii) in relation to paragraph 1.1 of Part B of Schedule 2 only, appointed by the Developer (at the Developer's cost) and approved by the Council;

<b>"External Consultant"</b>	means the external consultant appointed by the Council to assess the Development Viability Information;
<b>"Finally Determined"</b>	means Proceedings have been finally disposed of such that all statutory periods have expired without any further applications being made to the relevant determining authority/Court or tribunal of competent jurisdiction and <b>"Final Determination"</b> shall be construed accordingly;
<b>"Formula 1"</b>	means the formula for calculating Surplus Profit and identified as such in the Annex to Part B of Schedule 2;
<b>"Formula 2"</b>	means the formula for calculating the number of Shared Ownership Units that may be provided as London Affordable Rented Housing instead of being provided as London Shared Ownership Housing by application of any Surplus Profit and for the purposes of calculating the value of any Affordable Housing Contribution, such formula identified as such in the Annex to Part B of Schedule 2;
<b>"Framework Travel Plan"</b>	means the travel plan prepared by TPP dated July 2021 and submitted with the Application;
<b>"GLA"</b>	means the Greater London Authority or any successor in statutory functions;
<b>"Habitable Room"</b>	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
<b>"Highway Works"</b>	means the highway works (including restoration of roads and footways damaged by construction) to be undertaken in the area of public highway shown for indicative purposes shaded blue on Plan 2 to be detailed and carried out in accordance with the Highway Works Phasing Plan and the Highways Agreement;
<b>"Highway Works Phasing Plan"</b>	means a plan submitted to and approved in writing by the Council detailing the following: <ul style="list-style-type: none"> <li>(a) the specification of the Highway Works; and</li> <li>(b) the timing of the delivery of the Highway Works including a proposed phasing programme which will identify which parts of the Highway Works will be completed in relation to each Phase and trigger events for completion of the relevant works expressed in relation to the Occupation of</li> </ul>

a specified number of Residential Units within each Phase;

and/or any update or amendments to such plan as may be approved by the Council from time to time;

**“Household”**

means, in relation to a person “A”, A and all other persons who would, after renting a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons;

**“Household Income”**

means:

- (a) in relation to a single Eligible Renter, the gross annual income of that Eligible Renter’s Household; and
- (b) in relation to joint Eligible Renters, the combined gross annual incomes of those Eligible Renters’ Households;

**“Index Linked”**

means:

- (a) in relation to the Phase 1 Contribution, the Phase 2 Contribution, the Phase 3 Contribution and the Per Tonne Sum that the relevant sum is increased by multiplying it by the fraction (A / (divided) B)

where “B” represents the value of the Consumer Prices Index (All Items Index) most recently published by the Office for National Statistics as at the date of this Deed; and

where “A” represents the value of the same index most recently published as at the date the relevant part of the relevant contribution is due to be paid (or, in the case of the Per Tonne Sum, the date it is required to be used in the calculation of the value of any Additional Carbon Off-Setting Contribution that may become payable pursuant to the provisions of paragraph 4 of Schedule 1);

- (b) in relation to each instalment of any Affordable Housing Contribution payable pursuant to paragraph 4 of Part B of Schedule 2 the relevant sum is increased by multiplying it by the fraction (A / (divided) B)

where “B” represents the value of the Consumer Prices Index (All Items Index) most recently published by the Office for National Statistics as at the date of any Affordable Housing

Contribution being demonstrated to be payable pursuant to paragraph 3.6 of Part B of Schedule 2; and

where "A" represents the value of the same index most recently published as at the date the sum is required to be paid;

PROVIDED THAT in all cases if A is less than B then the fraction (A / B) shall be held to be equal to 1;

**"Initial Phase"**

means the first of any of the Phases (in time) to be Commenced;

**"In-Use Stage Be Seen Reporting Webform"**

means the form available at the following URL:

<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>

or such other form recommended by GLA;

**"Leisure Contribution"**

means the sum of £70,000 to be paid by the Owner to the Council to be applied to the maintenance and provision of sport facilities and space in the vicinity of the Development;

**"Local Employment and Apprenticeship Scheme"**

means a programme that complies with paragraph 1.4 of Schedule 5, undertaken by or on behalf of the Owner to use reasonable endeavours to provide the following:

- (a) a minimum of 20% of jobs arising in the construction of the Development to Local People (during the construction phase); and
- (b) 24 new Apprenticeships (or outcomes of equivalent value, for example; traineeships) or other placements in the construction of the Development and the on-going maintenance and management of the Development;

**"Local Employment and Skills Strategy (Construction)"**

means a strategy to be developed with the support of the Council's Employment and Skills Officer (or such other officers notified from time to time) setting out commitments for the construction phase of the Development as detailed in paragraph 1.2 of Schedule 5;

**"Local People"**

means people who have been a resident of the Borough for more than 12 months;

**"Local Resident"**

means an Eligible Renter or Eligible Purchaser who lives or works in the Borough (and has done so for at least 12 months prior to the date of making an application for

Affordable Housing unless otherwise agreed in writing by the Council);

- “London Affordable Rented Housing”** means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:
- (a) including Service Charges, no more than 80% (eighty per cent) of local Market Rents; and
  - (b) excluding Service Charges, no higher than the benchmark rents for the London Affordable Rent tenure published by the GLA annually in accordance with the Mayor’s Funding Guidance;
- “London Affordable Rented Housing Units”** means the 157 Affordable Housing Units (62% of Affordable Housing Units by Habitable Room) to be made available as London Affordable Rented Housing in accordance with this Deed;
- “London Plan”** means the London Plan published in March 2021 and as revised from time to time;
- “London Plan Annual Monitoring Report”** means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
- “London Shared Ownership Housing”** means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):
- (a) for 50 per cent of the units must not exceed 40 per cent of net income where the corresponding gross income is £90,000 or as updated in the London Plan Annual Monitoring Report; and
  - (b) (subject to point (c) below) for 50 per cent of the units must not exceed 40 per cent of net annual

income where the corresponding gross annual income set upper limits are as set out below:

- (i) one-bedroom: £60,000 (or such other gross annual income calculated by multiplying £60,000 by the fraction  $X / Y$ );
- (ii) two-bedroom: £70,000 (or such other gross annual income calculated by multiplying £70,000 by the fraction  $X / Y$ );
- (iii) three-bedroom: £75,000 (or such other gross annual income calculated by multiplying £75,000 by the fraction  $X / Y$ )

where in each case  $X$  = any updated income figure in any updated London Plan Annual Monitoring Report as referred to in limb (a) above and  $Y$  = £90,000

- (c) The gross annual income upper limits set in (b) (i) (ii) and (iii) above shall apply for a period of six months from the commencement of marketing of the London Shared Ownership Housing Units and at the end of that six month period the gross annual income limit in (a) above will apply to any units unsold and

and “**London Shared Ownership Lessee**” shall be construed accordingly;

**“London Shared Ownership Housing Units”**

means the 112 Affordable Housing Units (38% of Affordable Housing Units by Habitable Room) to be made available for London Shared Ownership Housing in accordance with this Deed;

**“Long Leasehold Interests”**

means, collectively and/or singularly (as applicable) the Phase 1 Long Lease, the Phase 2 Long Lease and the Phase 3 Long Lease;

**“Low Car Housing Scheme”**

means a development in which occupiers of the development affected are not entitled to parking permits allowing them or their visitors to park their vehicles within the CPZ in which the Development is located;

**“Marketing Plan”**

means a plan for the disposing of the London Shared Ownership Units in each Phase to residents living and working within the Borough or as agreed between the Council and the Owners;

**“Market Rent”**

means the estimated amount for which an interest in real property should be leased on the valuation date

between a willing lessor and a willing lessee on an appropriate lease terms in an arm length transaction after proper marketing and where the parties had each acted knowledgeably, prudent and without compulsion;

**“Market Value”**

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

**“Mayoral CIL”**

means the community infrastructure levy levied by the Mayor of London pursuant to the Planning Act 2008 and the CIL Regulations;

**“Mayor of London”**

means the directly elected mayor of London created by the Greater London Authority Act 1999;

**“Mayor’s Funding Guidance”**

means “Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance;

**“NHS Contribution”**

means the sum of £200,000 (two hundred thousand pounds) to be paid by the Owner to the Council to be applied to the provision of healthcare facilities within one mile of the Development, including the existing general practitioner practices at Mattock Lane, Corfton Road and Florence Road;

**“Nominations Agreement”**

means the nominations agreement (in such form as may be adopted by the Council from time to time or as may be modified by agreement between the Affordable Housing Provider and the Council) to be entered into



	between an Affordable Housing Provider and the Council in accordance with Part A of Schedule 2;
<b>“Non Residential Development”</b>	means those parts of the Development constructed or to be constructed and used pursuant to the Planning Permission for purposes other than within Class C3 of the UCO;
<b>“Non Residential Travel Plan”</b>	means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by occupiers and visitors to all that part of the Development comprising the Non Residential Development and which shall accord with the principles set out in the Framework Travel Plan;
<b>“Non Residential Unit”</b>	means an individual unit of the Non Residential Development;
<b>“Occupation”</b>	means first occupation of the Development (or any part as may be specified) for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or sales purposes or occupation in relation to staff training or security purposes, and <b>“Occupy”</b> and <b>“Occupied”</b> shall be construed accordingly;
<b>“Open Market Housing Units”</b>	means those Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units;
<b>“Per Tonne Sum”</b>	means the sum of £95 per tonne;
<b>“Per Unit Sum”</b>	means the sum of £4,351.37 (four thousand three hundred and fifty one pounds and thirty seven pence);
<b>“Phase”</b>	means, collectively and/or singularly (as applicable) Phase 1, Phase 2 and/or Phase 3;
<b>“Phase 1”</b>	means that part of the Development identified on the Phasing Plan appended to this Deed as “Phase 1: Block A” and containing 242 Residential Units (or such other part of the Development containing such other number of Residential Units as may be identified as “Phase 1” on any amended Phasing Plan);
<b>“Phase 1 Contribution”</b>	means the sum of £1,053,032.54 (one million fifty three thousand and thirty two pounds and fifty four pence) being the part of the Combined Contribution payable in relation to Phase 1 or such other part of the Combined Contribution payable in relation to Phase 1 as a result of any amendments to the Phasing Plan in respect of Phase 1 to be calculated by multiplying the number of

Residential Units in Phase 1 as agreed in any amended Phasing Plan by the Per Unit Sum;

**“Phase 1 Long Lease”**

means the Phase 1 Long Lease (as defined in the Conditional Contract) to be granted by the Council to the Developer in relation to Phase 1 pursuant to the terms of the Conditional Contract;

**“Phase 2”**

means that part of the Development identified on the Phasing Plan appended to this Deed as “Phase 2: Block B” and containing 216 Residential Units (or such other part of the Development containing such other number of Residential Units as may be identified as “Phase 2” on any amended Phasing Plan);

**“Phase 2 Contribution”**

means the sum of £939,896.81 (nine hundred and thirty nine thousand eight hundred and ninety six pounds and eighty one pence) being the part of the Combined Contribution payable in relation to Phase 2 or such other part of the Combined Contribution payable in relation to Phase 2 as a result of any amendments to the Phasing Plan in respect of Phase 2 to be calculated by multiplying the number of Residential Units in Phase 2 as agreed in any amended Phasing Plan by the Per Unit Sum;

**“Phase 2 Long Lease”**

means the Phase 2 Long Lease (as defined in the Conditional Contract) to be granted by the Council to the Developer in relation to Phase 2 pursuant to the terms of the Conditional Contract;

**“Phase 3”**

means that part of the Development identified on the Phasing Plan appended to this Deed as “Phase 3: Block C” and containing 106 Residential Units (or such other part of the Development containing such other number of Residential Units as may be identified as “Phase 3” on any amended Phasing Plan agreed between the Council and the Developer from time to time);

**“Phase 3 Contribution”**

means the sum of £461,245.66 (four hundred and sixty one thousand two hundred and forty five pounds and sixty six pence) being the part of the Combined Contribution payable in relation to Phase 3 or such other part of the Combined Contribution payable in relation to Phase 3 as a result of any amendments to the Phasing Plan in respect of Phase 3 to be calculated by multiplying the number of Residential Units in Phase 3 as agreed in any amended Phasing Plan by the Per Unit Sum;

**“Phase 3 Long Lease”**

means the Phase 3 Long Lease (as defined in the Conditional Contract) to be granted by the Council to the

	Developer in relation to Phase 3 pursuant to the terms of the Conditional Contract;
<b>“Phasing Plan”</b>	means the phasing plan attached to this Deed at Annex 1 or such other phasing plan as may be approved pursuant to condition 4 of the Planning Permission or as may otherwise be amended from time to time by agreement between the Council and Developer;
<b>“Plan 1”</b>	means the plan labelled as such and attached to this Deed at Annex 1 showing the Property edged red;
<b>“Plan 2”</b>	means the plan labelled as such and attached to this Deed at Annex 1 showing for indicative purposes only the location of the Highway Works and Public Realm Works;
<b>“Plan 3”</b>	means the plan labelled as such and attached to this Deed at Annex 1 showing the Council Land edged red;
<b>“Planning Permission”</b>	means the planning permission to be granted for the Development pursuant to the Application in the form of the draft at Annex 3 and for the avoidance of doubt the term “Planning Permission” shall for the purposes of this Deed include any varied or different planning permission granted on an application under section 96A and/or section 73 of the Act relating to the Planning Permission including any variation or amendment of the same;
<b>“Post Construction Energy Monitoring Contribution”</b>	means the total sum of £21,269 (twenty-one thousand two hundred and sixty-nine pounds) to be paid to the Council for the purposes of monitoring and reporting the performance of the low and zero carbon technologies comprised in the Development;
<b>“Practical Completion”</b>	means the date certified in the relevant certificate of Practical Completion and where more than one such certificate is issued the date of Practical Completion shall be the date certified in the last certificate issued;
<b>“Proceedings”</b>	means any challenge to the validity or lawfulness of the <ul style="list-style-type: none"> <li>(a) Planning Permission; or</li> <li>(b) Confirmatory Deed entered into between the Council and the Developer in respect of the Initial Phase</li> </ul> <p>in the courts brought by means of proceedings for judicial review, statutory challenge, declaratory proceedings or otherwise calling into question the validity or lawfulness of the above; and includes any</p>

proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body;

**“Property”**

means the land the subject of the Application and being all that property known as land and buildings at Land comprising Public Car Park, Business Premises Roads and adjacent land lying to the North West and Rear of The Green and adjoining Featherston Terrace, Dominion Road and Dilloway Yard, Southall, UB2 and for the purposes of identification only shown edged red on Plan 1;

**“Public Realm”**

means those parts of the Development shown indicatively shaded pink on Plan 2;

**“Public Realm Works”**

means to secure the long-term provision, maintenance and management of the defined areas of Public Realm within the Development;

**“Rent Guidance”**

means the Guidance on Rents for Social Housing issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;

**“Rent Standard”**

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Department for Communities and Local Government in February 2019, together with the Rent Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;

**“Reportable Energy Centre Unit”**

means either a connection to a self-contained Energy Centre serving a Building or a self-contained energy system serving multiple Buildings;

**“Reportable Unit”**

means either any Reportable Energy Centre Unit or any Building;

**“Residential Travel Plan”**

means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by occupiers and visitors to the Residential Units and which shall accord with the principles set out in the Framework Travel Plan and which shall include provisions to make future occupiers aware of any Car Club;

**“Residential Unit”**

means any of the 564 residential units (Use Class C3) forming part of the Development (and “Residential Units” shall be construed accordingly);

<b>"Review Date"</b>	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part B of Schedule 2;
<b>"Sale"</b>	means: <ul style="list-style-type: none"> <li>(a) the sale of the freehold of a Component; or</li> <li>(b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent,</li> </ul> and <b>"Sold"</b> shall be construed accordingly;
<b>"Section 106 Monitoring Officer"</b>	means the person for the time being appointed to monitor obligations given under s106 of the Act or such other person authorised by the Council to carry out that function;
<b>"Service Charges"</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to the relevant unit;
<b>"Social Rented Housing"</b>	means rented housing owned and managed by Affordable Housing Providers and let at Target Rents;
<b>"Staircasing"</b>	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and <b>"Staircased"</b> shall be construed accordingly;
<b>"Substantial Implementation"</b>	means the occurrence of the following in respect of the Initial Phase: <ul style="list-style-type: none"> <li>(a) completion of all ground preparation works and enabling works</li> <li>(b) completion of the foundations for the core</li> <li>(c) construction of the ground floor slab to the first floor and</li> <li>(d) letting of a contract for the construction;</li> </ul>
<b>"Substantial Implementation Target Date"</b>	means the date 24 months from but excluding the date that is the latest of: <ul style="list-style-type: none"> <li>(a) the grant of the Planning Permission;</li> <li>(b) the entering into of the Confirmatory Deed between the Council and the Developer in respect of the Initial Phase; and</li> </ul>

	(c) the date of Final Determination (if applicable);
<b>“Surplus Profit”</b>	means such profit as may be generated by the Development by application of the Development Viability Information to Formula 1 and approved or determined pursuant to Part B of Schedule 2 and subject to the cap set out at paragraph 3.9 of Part B of Schedule 2;
<b>“Target Rents”</b>	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
<b>“Transfer”</b>	means the transfer of a freehold interest or grant of a long lease or (subject to the Council’s approval) transfer of responsibility for the management and maintenance of the Affordable Housing Units to an Affordable Housing Provider;
<b>“Transport and Highways Contribution”</b>	means the sum of £89,000 (Eighty Nine Thousand Pounds) to be paid by the Owner to the Council to be applied towards the provision of the Transport and Highways Measures by the Council in the immediate vicinity of the Development;
<b>“Transport and Highways Measures”</b>	means the following measures in connection with transport and highways: <ul style="list-style-type: none"> <li>(a) monitoring and implementing CPZs and other measures to alleviate parking stress (£5,000 (five thousand pounds));</li> <li>(b) South Road and the Green Link Footway Contribution (£10,000 (ten thousand pounds))</li> <li>(c) Southall Crossrail Bridge Lifts Contribution (£30,000 (thirty thousand pounds));</li> <li>(d) footway improvements (£10,000 (ten thousand pounds));</li> <li>(e) cycle infrastructure improvements (£10,000 (ten thousand pounds));</li> <li>(f) traffic calming and pedestrian crossing facilities (£20,000 (twenty thousand pounds));</li> <li>(g) monitoring Travel Plans (£4,000 (four thousand pounds));</li> </ul>
<b>“TfL”</b>	means Transport for London or its successor in function;

<b>“TfL Contribution”</b>	means the sum of £594,167 (five hundred and ninety four thousand, one hundred sixty seven pounds) towards bus network improvements;
<b>“Travel Plan”</b>	means the Residential Travel Plan, the Non Residential Travel Plan and each of them as the context may require;
<b>“Trip Generation Target”</b>	means the anticipated number or frequency of traffic to and from the Development as forecasted more particularly within the Travel Plan;
<b>“UCO”</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended);
<b>“Working Day”</b>	means any day apart from Saturday and Sunday, Christmas Day, Good Friday and any statutory bank holiday or public holiday in England.

### **3 CONSTRUCTION OF THIS DEED**

- 3.1 References to the Owner in this Deed shall include the successors in title to the Owner and to any person deriving title through or under the Owner unless otherwise provided in this Deed and in the case of the Council references to the Council shall include any successor to its statutory functions.
- 3.2 Words importing the singular shall be construed as importing the plural and vice versa.
- 3.3 Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 3.4 References in this Deed to any statute includes any amendment, modification, extension, consolidation or re-enactment of it for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made issued or given under that statute or deriving validity from it.
- 3.5 Where reference is made to a Clause, Part, Plan, Paragraph, Recital, Appendix, or Schedule such reference (unless the context requires otherwise) is a reference to a clause, part, plan, paragraph, recital, appendix, or schedule of, or (as the case may be) attached to, this Deed.
- 3.6 Where in this Deed reference is made to any guidance, policy, plan, criteria, strategy or list then to the extent that this Deed requires compliance with any replacement guidance, policy, plan, criteria, strategy, or list, then this shall not require performance by the Owner pursuant to such guidance, policy plan, criteria, strategy, or list of anything that is more onerous than the policy, guidance, plan, criteria, strategy, or list in force at the date hereof. Where a guidance, policy, plan, criteria, strategy, or list postdates the date of this Deed then the Owner may choose to comply with such later guidance, policy, plan criteria, strategy, or list in its absolute discretion.
- 3.7 The Council may use the Combined Contribution (or any part of it) once it (or any part of it) has been paid to the Council in accordance with the provisions of Schedule 1 for any purpose it reasonably considers appropriate SUBJECT TO:

- (a) the purpose must be one of the specified purposes in the definitions of the individual contributions that comprise the Combined Contribution; and
  - (b) the amount of money applied towards any of the individual contributions comprising the Combined Contribution must not exceed the stated value of those individual contributions
- 3.8 In this Deed where reference is made to a party providing “evidence”, “documentary evidence”, “evidenced costs”, “written evidence”, or where a fact or matter is to be “evidenced” and cognate expressions then the parties agree that the requirement is to only provide such evidence as is reasonable; that any disclosure of information will comply with all data protection legislation, and will be anonymised if necessary; that the disclosure will not require the disclosing party to entertain excessive time or cost; that the disclosure will not require the disclosing party to disclose commercially confidential information; and that if appropriate the disclosing party can discharge their obligation by providing written confirmation from a suitably qualified professional such as the party’s solicitor, conveyancer, accountant or cost consultant.
- 3.9 Nothing in this Deed shall override or fetter the Council in its ability to comply with its duties under the Freedom of Information Act 2000 (or legislation of similar intent).
- 3.10 References in this Deed to officers of the Council, including the “Chief Planning Officer”, “Head of Legal Services”, “Section 106 Monitoring Officer”, “Council’s Employment and Skills Officer” and “Chief Executive” shall be taken to mean the person currently holding the said post, or any other officer or person properly exercising the authority of the said post for the time being.
- 3.11 Covenants made hereunder if made by more than one person are made jointly and severally.
- 3.12 Where in this Deed any obligation of a party is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit has expired if the party fails to comply with the obligation within the time limit but without prejudice to any remedy of the enforcing party.
- 3.13 The headings in this Deed are for reference only and shall not affect construction.
- 3.14 Any approval, declaration of satisfaction, consent or agreement required under the terms of this Deed shall not be unreasonably withheld or delayed and save as otherwise stated in this Deed, where any consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Council shall respond with its consent, approval, authorisation or other affirmation or (acting reasonably) providing comments and/or requests for further information within twenty (20) Working Days (or such period as may be expressly set out within this Deed or otherwise agreed in writing between the parties) of a request for the same or submission of a document for approval (as the case may be).

#### **4 LEGAL BASIS**

- 4.1 This Deed is made pursuant to Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind the interests of the Owner in the Property as provided for by this Deed.



4.2 Any covenants, restrictions or requirements in this Deed falling within the provisions of Section 106 of the Act shall be deemed to be expressed to be planning obligations to which that said Section shall apply.

## **5 CONDITIONALITY**

5.1 The provisions of this Deed shall take effect immediately upon completion of this Deed save for clause 6.1 which is conditional upon the grant of Planning Permission and save for the provisions of Schedules 1, 2, 3, 4 and 6 which are conditional upon:

- (a) the grant of Planning Permission; and
- (b) Commencement of Development by or on behalf of or with the express written permission of the Owner.

5.2 This Deed shall cease to have any effect (insofar only as it has not already been complied with) if the Planning Permission shall expire prior to Commencement of Development or be quashed or revoked or modified without the consent of the Owner.

5.3 If the circumstances in clause 5.2 transpire then the Council shall repay to the original payee any sum paid to the Council pursuant to this Deed insofar as the same has not been expended or committed for expenditure together with any interest that may have been accrued thereon.

## **6 THE OWNER'S AND DEVELOPER'S COVENANTS**

6.1 The Owner agrees, undertakes and covenants with the Council to perform the obligations on its part as set out in this Deed at the times and in the manner provided herein.

6.2 The Developer covenants with the Council and the Council covenants with the Developer:

- (a) to enter into a Confirmatory Deed in relation to Phase 1 and so as to bind the Developer's interest in the Property pursuant to the Phase 1 Long Lease simultaneously with the grant of the Phase 1 Long Lease by the Council to the Developer and not to Occupy Phase 1 until such Confirmatory Deed has been entered into in respect of Phase 1;
- (b) to enter into a Confirmatory Deed in relation to Phase 2 and so as to bind the Developer's interest in the Property pursuant to the Phase 2 Long Lease simultaneously with the grant of the Phase 2 Long Lease by the Council to the Developer and not to Occupy Phase 1 until such Confirmatory Deed has been entered into in respect of Phase 2; and
- (c) to enter into a Confirmatory Deed in relation to Phase 3 and so as to bind the Developer's interest in the Property pursuant to the Phase 3 Long Lease simultaneously with the grant of the Phase 3 Long Lease by the Council to the Developer and not to Occupy Phase 1 until such Confirmatory Deed has been entered into in respect of Phase 3.

6.3 The Developer covenants with the Council to perform the obligations on its part as set out in Schedule 5 of this Deed.

## **7 THE COUNCIL'S COVENANTS**

- 7.1 The Council covenants with the Owner and the Developer to perform the obligations on its part as set out in this Deed at the times and in the manner provided herein.
- 7.2 The Council hereby covenants that any monies received, and any interest accrued thereon shall not be expended or applied otherwise than for the purposes stated in this Deed unless otherwise agreed or provided for pursuant to the terms of this Deed.

## **8 INDEXATION**

- 8.1 Subject to clause 8.2 only the following sums specified in this Deed shall be Index Linked:
- (a) the Phase 1 Contribution
  - (b) the Phase 2 Contribution
  - (c) the Phase 3 Contribution
  - (d) the Per Tonne Sum
  - (e) the Affordable Housing Contribution
- 8.2 Neither the Combined Contribution nor any of the individual contributions that make up the Combined Contribution shall be Index Linked (on the basis that the Phase 1 Contribution, the Phase 2 Contribution and the Phase 3 Contribution shall be Index Linked instead)

## **9 LOCAL LAND CHARGE**

Save as provided for by this Deed the obligations contained in this Deed are intended to run with the Council Land and each and every part thereof and this Deed shall accordingly be registerable in relation to the Council Land as a local land charge by the Council.

## **10 NOTICES**

- 10.1 Any notices, consents, agreements, approvals, expressions of satisfaction or certificates required herein shall:
- (a) be given in writing; and
  - (b) if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class recorded delivery post addressed to the Chief Planning Officer quoting reference 215058FULR3 at Perceval House 14-16 Uxbridge Road, Ealing, London W5 2HL or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed;
  - (c) in the case of the Owner be properly served if sent to its registered office at the address stated above or such other address or addressee as the Owner may notify in writing to the Council from time to time.
- 10.2 The parties may agree alternative methods of service.

- 10.3 Any person giving notice on behalf of the Council shall be conclusively presumed to have authority to give such notice and to bind the Council in respect of the contents of the notice.
- 10.4 The Developer covenants to give to the Section 106 Monitoring Officer of the Council quoting reference 215058FULR3 no less than ten (10) Working Days prior notice of the Commencement of Development and first Occupation of Phase 1, Phase 2 and Phase 3 so as to enable the Council to monitor effectively the performance of the Developer's obligations under this Deed.

## **11 RELEASE**

- 11.1 No party, including any mortgagee, chargee or receiver, shall be bound by any obligations contained in this Deed after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest.

## **12 CHANGE IN OWNERSHIP**

The Owner and the Council shall give each other notice as soon as reasonably practicable of any change in ownership of any of their respective legal interests in the Property **SAVE FOR** any reservation of a right or option, or agreement for lease, or inclusion of a covenant or restriction in any transfer of the Property, or the creation of any legal charge or mortgage or any change in ownership of an individual Residential Unit or Non Residential Unit occurring before all the obligations under this Deed have been satisfied (or in the case of on-going obligations occurring before such obligations have been first satisfied). Such notice must give details of the transferee's full name and registered office (if applicable) together with details of the area of the Property or unit of occupation transferred and with reference to a plan and (when available) the Land Registry title number.

## **13 DISPUTE PROVISIONS**

- 13.1 Subject to clause 13.9, in the event that there shall be any dispute between the parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the parties are unable to resolve, any of the parties may refer the matter to an Expert (being a person as described below) for determination.
- 13.2 The Expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this clause 13 within fifteen (15) Working Days of one party's notification to the other party of that party's decision to refer the matter to an Expert, either party may seek nomination of an Expert by the president for the time being of the appropriate professional body (whose nomination shall be binding on the parties).
- 13.3 The costs of the Expert shall be in the award of the Expert and if not provided for by the Expert shall be split equally between the parties to the dispute.
- 13.4 The Expert shall (save with the agreement of both parties) be restricted to settling disputes.
- 13.5 The Expert shall act as an Expert and not as an arbitrator.
- 13.6 The decision of the Expert (other than in the case of manifest, material error or fraud) shall be binding on the parties.

- 13.7 The procedure for a reference to the Expert shall be determined by the Expert, but in any event it shall allow for the parties to make written representations to the Expert, and for the parties to be able to comment on each other's representations.
- 13.8 The Expert is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 13.9 The provisions of this clause 13 do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Deed.
- 13.10 Nothing in this clause 13 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

#### **14 LEGAL COSTS**

The Developer shall pay to the Council on completion of this Deed the reasonable and proper legal costs of the Council incurred in the negotiation and execution of this Deed.

#### **15 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law save that for the avoidance of doubt the exclusion of the 1999 Act shall not prevent any successors in title to any of the parties to this Deed unless excluded from liability under this Deed from being able to benefit or enforce any of the provisions of this Deed as provided for by Section 106 of the Act.

#### **16 FUTURE DEVELOPMENT**

Nothing in this Deed prohibits or limits the right to apply for future planning permission or to develop any part of the Property in accordance with a planning permission or deemed planning permission granted under permitted development rights (other than the Planning Permission) granted after the date of this Deed, whether or not pursuant to an appeal.

#### **17 DISCHARGE BY PERFORMANCE**

- 17.1 Upon the performance discharge or other fulfilment of the obligations (or any of them) of the Owner under this Deed, such obligation shall absolutely cease and determine save in respect of any antecedent breach.
- 17.2 Following the performance and satisfaction of all the obligations contained within this Deed the Council shall effect the cancellation of all entries made in its register of local land charges in respect of this Deed.

#### **18 MORTGAGEES**

- 18.1 The obligations under this Deed shall not be binding on any mortgagee, chargee or receiver which shall have the benefit of a mortgage or charge of the whole or any part of the Property from time to time unless and until such mortgagee, chargee or receiver enters into possession of the Property or the part of the Property to which the obligation relates and until such time as they shall dispose of their interest in the Property.

## **19 MISCELLANEOUS**

- 19.1 Words in this Deed denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 19.2 Each Clause, sub-Clause, Schedule or Paragraph 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 or unenforceable for any reason or if any 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 herein.
- 19.3 Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 19.4 If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence.
- 19.5 Unless otherwise agreed, no parties to this Deed (save for the Council) shall be deemed to be or act as agent or contractor for the Council in the carrying out of any of the works required by this Deed and no responsibility liability, claim, demand, cost or expense whatsoever claimed in respect of anything done or not done by any of the parties to this Deed (save for any failure of the Council to observe and perform its covenants under this Deed) shall lie against the Council in respect thereof.
- 19.6 All consideration given in accordance with the terms of this Deed shall be deemed to be exclusive of any VAT properly payable in respect thereof.

## **20 EXEMPTIONS FROM THIS DEED**

- 20.1 The obligations, restrictions and covenants in this Deed shall not be binding on the following:
- (a) an Affordable Housing Provider of the Affordable Housing Units except in relation to the applicable covenants relating to the Affordable Housing Units contained in Schedule 2 of this Deed;
  - (b) any statutory undertaker or other person or body who acquires any part of the Property or interest therein for the purposes of their undertaking;
  - (c) individual owners, lessees, tenants and Occupiers of the Non Residential Units and the Residential Units in the Development save for the requirements of paragraphs 1.1 and 1.4 of Schedule 4 (restriction on parking permits).

## **21 COMMUNITY INFRASTRUCTURE LEVY**

- 21.1 The Council and the Owner agree that the obligations set out in this Deed are for the purposes of Regulation 122 of the CIL Regulations:

- (a) necessary;
  - (b) directly related to the Development; and
  - (c) fairly and reasonably related in scale and kind to the Development.
- 21.2 If the Secretary of State or a Court determines that any obligation contained within this Deed does not comply with Regulation 122 of the CIL Regulations then such obligation shall immediately cease and determine (without any further act by the parties) PROVIDED that this shall not affect the remaining obligations within this Deed which shall continue to have full force and effect.
- 21.3 If after the date of this Deed there shall be any increase in any "tax" related to the grant of planning permission (whether the community infrastructure levy or otherwise) and the terms of such tax mean that any obligations under this Deed or under any condition attached to the Planning Permission change or that the Owner must pay a sum to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Deed then the parties agree that the terms of this Deed may at the election of the party affected be modified to such extent (if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Deed as at the date that they are entered into.
- 21.4 For the avoidance of doubt it is agreed that the above clause 21.3 does not relate to the payment of Mayoral CIL.

## **22 WAIVER**

No waiver (whether expressed or implied) by the Council of any breach of default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach of default.

## **23 PROVISION OF INFORMATION**

- 23.1 Where, in accordance with any provisions of this Deed, the Owner is required to submit such information as may be reasonably requested by the Council, such information shall be provided on a confidential basis and subject to clause 23.2 below shall be treated as confidential by the Council and shall not be made publicly available until the Owner has notified the Council of the completion of the sale of all of the Open Market Housing Units comprised in the Development.
- 23.2 Nothing in clause 23.1 shall override or fetter the Council in its ability to comply with its duties under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (or legislation of similar intent) PROVIDED THAT on receipt of any request for the information (or any part) submitted by the Owner prior to the completion of the sale of all of the Open Market Housing Units, the Council will endeavour to:
- (a) give notice of any request of the type described in this clause 23.2 to the Owner as soon as reasonably practicable after receiving such a request;
  - (b) provide the Owner with any information and documentation relating to the relevant request as may be reasonably required; and

- (c) not release the information (or any part) described in clause 23.1 prior to providing the Owner with a reasonable opportunity in which to make representations as to the propriety of the request and any proposed disclosure and having due regard to any such representations made.

**24 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

**25 COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **SCHEDULE 1**

### **PAYMENTS**

The Owner covenants with the Council as follows:

**1. Phase 1 Contribution**

- 1.1. The Owner covenants not to Occupy or permit the Occupation of any Residential Unit within Phase 1 until the Owner has paid 50% of the Phase 1 Contribution to the Council
- 1.2. The Owner covenants not to Occupy or permit the Occupation of more than 50% of the Residential Units within Phase 1 until the Owner has paid the remaining 50% of the Phase 1 Contribution to the Council

**2. Phase 2 Contribution**

- 2.1. The Owner covenants not to Occupy or permit the Occupation of any Residential Unit within Phase 2 until the Owner has paid 50% of the Phase 2 Contribution to the Council
- 2.2. The Owner covenants not to Occupy or permit the Occupation of more than 50% of the Residential Units within Phase 2 until the Owner has paid the remaining 50% of the Phase 2 Contribution to the Council

**3. Phase 3 Contribution**

- 3.1. The Owner covenants not to Occupy or permit the Occupation of any Residential Unit within Phase 3 until the Owner has paid 50% of the Phase 3 Contribution to the Council
- 3.2. The Owner covenants not to Occupy or permit the Occupation of more than 50% of the Residential Units within Phase 3 until the Owner has paid the remaining 50% of the Phase 3 Contribution to the Council

**4. Additional Carbon Off-Setting Contribution**

- 4.1. On the third anniversary from the Occupation of the last Residential Unit of the Development the Council and Owner shall agree the environmental performance of the Development assessed against the agreed Carbon Targets having and agreed the same the Owner shall notify the Council whether any Additional Carbon Off-Setting Contribution is payable
- 4.2. If there is any disagreement between the Council and the Owner in respect to firstly whether or not Additional Carbon Off-Setting Contribution is required and secondly to the amount payable either party may refer the matter to an Expert pursuant to clause 13.
- 4.3. Where it is agreed that an Additional Carbon Off-Setting Contribution is payable (or as determined by an Expert), the Owner shall make the payment within 10 Working Days of agreement of the amount either pursuant to paragraph 4.2 above (or, where relevant, pursuant to any decision of an Expert pursuant to clause 13).



## SCHEDULE 2

### AFFORDABLE HOUSING

#### PART A: AFFORDABLE HOUSING DELIVERY

##### 1. AFFORDABLE HOUSING PROVISION

- 1.1. The provisions of this paragraph 1 relate to and are enforceable against Phase 1, Phase 2 and Phase 3 individually and separately.
- 1.2. The Affordable Housing Units shall be provided in the relevant Phase in accordance with the Phasing Plan and the further provisions of this Schedule.
- 1.3. The Owner covenants to construct the Affordable Housing Units in the relevant Phase in accordance with the Phasing Plan the Planning Permission and with the Affordable Housing Mix.
- 1.4. The Affordable Housing Units shall be made available for Local Residents or such other occupiers subject to Council's prior approval and satisfactory evidence that the Affordable Housing Units having been marketed to Local Residents.
- 1.5. Subject to paragraphs 2 and 3 below the London Shared Ownership Housing Units in a Phase shall be provided only as London Shared Ownership Housing in perpetuity save as to any units which have Staircased to 100% equity;
- 1.6. The Owner covenants with the Council (subject to the further provisions of this Schedule) that the Affordable Housing Units in each Phase shall not be Occupied for any purpose other than as Affordable Housing in accordance with the tenures for which the relevant units have been provided.
- 1.7. Upon the Transfer of Affordable Housing Units in each Phase to an Affordable Housing Provider the obligations imposed by this Schedule in relation to those units shall no longer be enforceable against the Owner and shall thereafter be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation of the Owner to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 1.8. Unless otherwise agreed with the Council, the Owner covenants that the London Affordable Rented Units in each Phase shall be Transferred to one or more Affordable Housing Providers subject to obligations on the Affordable Housing Provider to enter into a Nominations Agreement with the Council and to provide the Council with rights to nominate occupiers to such units for first and all subsequent lettings.
- 1.9. Unless otherwise agreed in writing beforehand by the Council, the Owner shall not Occupy or permit Occupation of more than 65% of the Open Market Housing Units in each Phase prior to Practical Completion of all the Affordable Housing Units in that Phase.
- 1.10. The Owner shall not Occupy or permit Occupation of any of the London Affordable Rented Units in a Phase until those units have been transferred to an Affordable Housing Provider.

- 1.11. The Owner covenants that the Affordable Housing Units in each Phase shall not be Occupied or permitted to be Occupied for any purpose other than for Affordable Rented Housing for the lifetime of the Development (save as may be provided for in the further provisions of this Part).
- 1.12. The Owner shall submit or cause to be submitted a Marketing Plan for each Phase to the Council for its approval at least six (6) months prior to the Occupation of the first London Shared Ownership Housing Units to be Occupied in each Phase and shall not Occupy or permit Occupation of any London Shared Ownership Housing Unit in that Phase until such Marketing Plan has been approved by the Council.
- 1.13. The London Shared Ownership Housing Units in each Phase shall not be let or marketed otherwise than in accordance with the approved Marketing Plan for the relevant Phase.

## **2. ENFORCEABILITY (EXCLUSION OF AFFORDABLE HOUSING LIABILITY)**

- 2.1. The obligations, restrictions and covenants in this Schedule shall not be binding on the following:
  - (a) any Chargee seeking to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to a default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 3 below of this Schedule;
  - (b) any tenant or occupier who has exercised a voluntary or statutory right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or any successor in title to any such person or assigns or those deriving title under them or any mortgagee of a tenant who has exercised its right to buy right to acquire or similar statutory right to purchase;
  - (c) any tenant and successor who has exercised any voluntary or statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit or any successor in title to any such person or assigns or those deriving title under them or any mortgagee of a tenant who has exercised its right to buy right to acquire or similar statutory right to purchase.

## **3. CHARGE IN POSSESSION PROTECTION CLAUSE**

- 3.1. The affordable housing provisions in this Deed shall not be binding on a mortgagee or Chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or Chargee or any other person appointed under any security documentation to enable such mortgagee or Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
  - (a) such mortgagee or Chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and

- outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the mortgagee, Chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely

## **PART B: VIABILITY REASSESSMENT**

### **1. Establishing Substantial Implementation**

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by a written report supported by photographic evidence and completed by an Expert confirming that it has visited the site (subject to COVID 19 requirements) and reviewed the works, that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 15 Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part B the Owner shall afford the Council (and their agents) access to the Development to inspect and assess whether or not the works which have been undertaken have achieved Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
  - (a) provide the Owner with reasonable written notice of their intention to carry out such an inspection;
  - (b) comply with relevant health and safety legislation; and
  - (c) at all times be accompanied by the Owner or their agent.
- 1.4 No later than 20 Working Days after the Council receives:
  - (a) notice pursuant to paragraph 1.1 of this Part B; or
  - (b) where the Council has made any request(s) under paragraph 1.2 of this Part B, all of the additional documentary evidence so requested,

the Council shall inspect the Development and thereafter the Council shall provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 1.5 shall continue to apply mutatis mutandis until the beCouncil has notified the Owner pursuant to paragraph 1.4 of this Part B or an Expert determines in accordance with paragraph 1.6 below that Substantial Implementation has been achieved.

- 1.6 Any dispute between the Council and the Owner concerning whether or not Substantial Implementation has occurred may be referred to an Expert in accordance with the dispute resolution procedure in Clause 13 of this Deed.
- 1.7 The Owner shall not Occupy the Development or any part thereof until the Council has notified the Owner pursuant to paragraph 1.5 of this Part B (or the Expert has determined pursuant to paragraph 1.6 of this Part B) that Substantial Implementation has been achieved and that it was achieved on or before the Substantial Implementation Target Date but subject always to the further provisions of this Part B.

## **2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

2.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of this Part B or determined by an Expert pursuant to paragraph 1.6 of this Part B and clause 13 of this Deed):

- (a) the Owner shall submit to the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Part B that Substantial Implementation has not been achieved by the Substantial Implementation Target Date:
- (i) the Development Viability Information for Formula 1 and Formula 2;
  - (ii) a written statement that applies the applicable Development Viability Information to Formula 1 (PROVIDED ALWAYS THAT if the result produced by Formula 1 is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view a Surplus Profit arises;
  - (iii) if the Owner considers a Surplus Profit arises, the Owner shall confirm the number of London Shared Ownership Housing Units (by Habitable Rooms) that could be provided as London Affordable Rented Units (by Habitable Room) with that Surplus Profit and the quantum of Affordable Housing Contribution that could be paid based on the cost of that alternative provision subject always to the cap set out at paragraph 3.9 of this Part B

and for the avoidance of doubt the Council will be entitled to rely on its own reasonable evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence also being provided to the Owner; and

- (b) paragraphs 3 and 4 of this Part B of Schedule 2 shall apply.

## **3. Assessment of Development Viability Information**

3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Part B and assess:

- (a) whether in its view a Surplus Profit arises and the quantum of that profit;
- (b) if a Surplus Profit arises, the Owner shall confirm the number of London Shared Ownership Housing Units (by Habitable Rooms) that could be provided as London Affordable Rented Units (by Habitable Room) with that Surplus Profit and the quantum of Affordable Housing Contribution that could be paid based on the cost of that alternative provision subject always to the cap set out at paragraph 3.9 of this Part B

and for the avoidance of doubt the Council will be entitled to rely on its own reasonable evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence also being provided to the Owner.

- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part B.
- 3.3 The Council or its appointed External Consultant will assess the information submitted pursuant to paragraph 2 of this Part B within 20 Working Days of receipt of that information and if an External Consultant is appointed the Council's instructions to the External Consultant will be that, subject to paragraph 3.4 below, they must complete their assessment of the information within 40 Working Days from the date on which they are instructed.
- 3.4 In the event that the Council and/or any External Consultant requires further Development Viability Information, or additional information in relation to the information submitted pursuant to paragraph 2(a)(i)-(iii) of this Part B, or supporting evidence of the same, then the Owner shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council or the External Consultant (as applicable) has all of the information it reasonably requires (submitted pursuant to paragraph 2 or this paragraph 3.4) to assess whether in its view a Surplus Profit has arisen.
- 3.5 When the Council or its External Consultant has completed its assessment of the information submitted (pursuant to paragraph 2 and any additional information received pursuant to paragraph 3.4), the Council shall notify the Owner in writing of the Council's intended decision as to whether a Surplus Profit has arisen and if a Surplus Profit is considered to have arisen, the number of London Shared Ownership Housing Units (by Habitable Rooms) that could be provided as London Affordable Rented Units (by Habitable Room) with that Surplus Profit and the quantum of Affordable Housing Contribution that should be paid based on the cost of that alternative provision subject always to the cap set out at paragraph 3.9 of this Part B;
- 3.6 Where the Council (or its appointed External Consultant) concludes that there is a Surplus Profit and/or an Affordable Housing Contribution is payable and its findings as to either whether or not there is, in fact, a Surplus Profit (and the quantum of that Surplus Profit), or if a Surplus Profit does arise the quantum of any Affordable Housing Contribution that should be paid and that Surplus Profit (and the quantum of that Surplus Profit) and/or Affordable Housing Contribution (and the quantum of that Affordable Housing Contribution) is different to the findings of the Owner in its information as submitted pursuant to paragraph 2 (and any additional information submitted pursuant to paragraph 3.4), then the Council (or the External Consultant, as appropriate) must provide their written assessment together with full reasons and evidence in support of their conclusions to the Owner and the Owner may then:
  - (a) accept the findings of the Council (or the External Consultant, as applicable) and agree to the Surplus Profit (and the quantum of that Surplus Profit) and/or Affordable Housing Contribution (and the quantum of that Affordable Housing Contribution) which the Council or its Consultant has calculated; or
  - (b) produce further supporting evidence to the Council or its External Consultant within 10 Working Days and both parties shall then use reasonable endeavours to agree whether there is a Surplus Profit (and the quantum of that Surplus Profit) and/or Affordable Housing Contribution (and the quantum of that Affordable Housing Contribution) within

a further 10 Working Days from receipt of additional supporting evidence provided by the Owner to the Council under this paragraph 3.6(b).

- 3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.
- 3.8 For the avoidance of doubt any dispute arising in connection with the provisions contained in this paragraph 3 may be referred by either party to an Expert for determination in accordance with clause 13 of this Deed.
- 3.9 The maximum amount of Surplus Profit that the Owner may be required to apply to pay as an Affordable Housing Contribution pursuant to this Deed shall not exceed the cost that would be required to provide sufficient numbers of the London Shared Ownership Housing Units (by no. of Habitable Rooms) as London Affordable Rented Housing Units (by no. of Habitable Rooms) such that the total amount of London Affordable Rented Housing Units (by no. of Habitable Rooms) provided as part of the Development would be increased to a maximum of 70% (by no. of Habitable Rooms) of the total number of Affordable Housing Units provided within the Development with the remaining 30% (by number of Habitable Rooms) provided as London Shared Ownership Units if those funds were to be applied for that purpose.

#### **4. Payment of Affordable Housing Contribution**

- 4.1 The Owner shall not Occupy more than 50% of the Residential Units within the Initial Phase until 50% of the Affordable Housing Contribution has been paid
- 4.2 The Owner shall not Occupy the last Residential Unit within the Initial Phase until the remaining 50% of the Affordable Housing Contribution has been paid.

#### **5. MONITORING**

- 5.1 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 Planning London Datahub the number and tenure of the Affordable Housing Units by units and Habitable Room.

## ANNEX TO PART B OF SCHEDULE 2

### FORMULA 1

Surplus profit available to provide an Affordable Housing Contribution:

$$\text{"Surplus Profit"} = ((A - B) - (D - E)) - P$$

**Where:**

A = Estimated GDV (£)

B =  $A \div (C + 1)$  (£)

C = Percentage change in value of the Open Market Housing Units from the grant of Planning Permission to the Review Date (using Land Registry House Price Index for new build properties of equivalent size and type within the Borough) (%)

D = Estimated Build Costs (£)

E =  $D \div (F + 1)$  (£)

F = Percentage change in Build Costs from the grant of the Planning Permission to the Review Date (using the latest BCIS TPI index figures publicly available) (%)

Calculated as follows: (BCIS TPI at Review Date – BCIS TPI at grant of the Permission) divided by BCIS TPI at grant of the Planning Permission (expressed as a percentage)

Example – If BCIS TPI is 345 at the Review Date and BCIS TPI was 275 at the date of the Planning Permission,  $F = (345 - 275) / 275 = 25.45\%$

P =  $(A - B) \times Y$  Owner profit on change in gross development value of the Components (£)  
PROVIDED ALWAYS THAT if P is less than 0 then it shall be assumed to be 0

Y = 20% Owner profit as a percentage of gross development value for the Development as determined as part of the review (%)

Notes:

(A – B) represents change in gross development value of the Development from the date of Planning Permission to the Review Date (£)

(D – E) represents the change in build costs for the Development from the date of Planning Permission to the Review Date (£)

Y is to be specified in the first instance by the Owner when submitting the Development Viability Information pursuant to paragraph 2.1 of Part B of Schedule 2 to be reviewed and agreed by the Council and/or External Consultant pursuant to paragraph 3 of Part B of Schedule 2

## FORMULA 2

### Affordable Housing Contribution

X = the number of London Shared Ownership Housing Units (by Habitable Room) that could be provided instead as London Affordable Rented Housing from any Surplus Profit arising (with a view to achieving an overall tenure split of 70% London Affordable Rented Housing Units and 30% London Shared Ownership Housing Units), for the purposes of establishing whether any equivalent in-lieu Affordable Housing Contribution (which shall be limited to the cost that would be attributable to that relevant alternative provision) may be available

$$X = (E / (C - B)) / D$$

Where:

B = Average London Affordable Rented Housing Value (£ per m<sup>2</sup>)

C = Average Intermediate Housing Value (£ per m<sup>2</sup>)

D = Average Habitable Room size for the Development being 17 m<sup>2</sup>

E = Surplus Profit

Pursuant to paragraph 3.9 of Part B of this Schedule the amount of Surplus Profit that can be required to be paid as an Affordable Housing Contribution shall not exceed the total cost required to provide sufficient numbers of Discount Market Rent Units to London Affordable Rented Housing Units so that the total amount of Affordable Housing Units that could be provided as part of the Development would achieve an overall split of 70% London Affordable Rented Housing Units and 30% Discounted Market Rent Units



### **SCHEDULE 3**

#### **HIGHWAYS AGREEMENT AND PUBLIC REALM WORKS**

1. Prior to Occupation of the Development, the Owner shall submit a Highway Works Phasing Plan to the Council for approval and shall not Occupy the Development until the Highways Works Phasing Plan has been approved by the Council.
2. In relation to each Phase identified in the Highway Works Phasing Plan the Owner shall not Occupy more than the number of Residential Units within the relevant Phase as specified in the Highway Works Phasing Plan until the Highway Works (or relevant part(s) thereof) for that Phase have been Completed and carried out in accordance with the approved Highway Works Phasing Plan.
3. Prior to Occupation of the Development the Owner shall agree with the Council the Public Realm Works and shall not Occupy the Development until the Public Realm Works have been agreed in writing.

## **SCHEDULE 4**

### **PARKING PERMITS, CAR CLUB, TRAVEL PLANS**

#### **2 PARKING PERMITS**

- 2.1 For such period of time as any CPZs shall operate within the vicinity of the Development:
- (a) the Development shall be a Low Car Housing Scheme; and
  - (b) no Occupier of the Development (save for any Blue Badge Holders) shall be entitled to any permit as may be issued by the Council which would allow any such Occupier (or person having any connection whatsoever or relationship with any such Occupier whether contractual personal or otherwise) to park any vehicle within any CPZ;
- 2.2 The Owner shall not occupy or cause or permit or suffer to be occupied the Development or any part thereof (save for the purpose of constructing the same) unless and until the Owner has informed any intended occupier of the Development by formal notice in writing:
- (a) that the Development is a Low Car Housing Scheme; and
  - (b) that (save for any Blue Badge Holders) intended occupiers of the Development (or any person having any connection whatsoever or relationship with any such occupier whether contractual, personal or otherwise and who is resident at the Development) shall not be entitled to any permits from the Council which would allow them to park any motor vehicle within any CPZ.
- 2.3 Prior to the Occupation of any Residential Unit, the Owner and the Owner (as applicable to ownership of the Residential Units) shall confirm in writing to the Council that arrangements have been put in place to make formal notification in accordance with sub-paragraphs 2.1 and 2.2 above to any prospective Occupiers of the Residential Units, prior to their Occupation of any Residential Unit.
- 2.4 The Owner (as applicable to ownership of the Residential Units) (other than Blue Badge Holders) hereby waive all rights and entitlement (if any) to a parking permit in the CPZ and covenants not to lease or transfer the whole or any part of a Residential Unit unless a covenant is included in any such lease or transfer which provides that the tenant or owner will not apply to the Council for a resident's parking permit for any CPZ.
- 2.5 Not to Occupy or cause, permit or suffer to be Occupied any part of the Development until the Car Club scheme has been submitted to an approved by the Council.
- 2.6 The Owner shall implement the Car Club from the date of first Occupation and the Car Club shall remain operational for the lifetime of the Development.

#### **3 TRAVEL PLANS**

- 3.1 The Owner covenants with the Council as follows:
- (a) to submit a Residential Travel Plan to the Council for approval prior to Occupation of any Residential Unit and not to Occupy any Residential Unit until the Council has approved a Residential Travel Plan;

- (b) to submit a Non Residential Travel Plan to the Council for approval prior to Occupation of any part of the Non Residential Development and not to Occupy any part of the Non Residential Development until the Council has approved a Non Residential Travel Plan.
- 3.2 The Owner and the Owner covenant to comply with the terms of the approved Travel Plans (or such other Travel Plans as may be varied or substituted by agreement between the Parties from time to time) in the manner and at the times specified within those plans for a period of not less than 5 years from the date on which the part of the Development specified within each Travel Plan and to which it applies is first Occupied.
- 3.3 Six months after the first Occupation of any part of the Development and on the anniversary every year from this date for a period of three years, the Owner shall unless otherwise agreed by the Council submit to the Council data survey showing trip generation from the Development. The survey shall be carried out in compliance with the methodology set out in *"Guidance for Residential Travel Planning in London"* published by Transport for London in March 2008 (or such other methodology as may be agreed between the Owner and the Council) at the Owner's cost.
- 3.4 If after three years from the first Occupation of in each case the Residential Development and the Non Residential Development the Trip Generation Targets in the relevant approved Travel Plan are not met, a revised Travel Plan for the relevant part of the Development must be submitted with revised measures aimed at achieving those targets. The Owner shall continue to submit survey data on each subsequent anniversary to the Council showing trip generation from the Development until such time as the targets in the relevant approved Travel Plan are achieved.

## SCHEDULE 5

### LOCAL EMPLOYMENT AND APPRENTICE SCHEME

1. The Developer and Owner covenant with the Council
  - 1.1. The Owner covenants not to Commence the Development until details of a Local Employment and Apprentice Scheme and a Local Employment and Skills Strategy (Construction) (in accordance with the provisions set out below) have been submitted to and approved in writing by the Council PROVIDED THAT in the event that the Council has not written to the Owner confirming whether or not the Local Employment and Apprentice Scheme or Local Employment and Skills Strategy (Construction) is approved or requires amendment within 20 Working Days after the date on which the said scheme is submitted to the Council then the Council shall be deemed to have approved it.
  - 1.2. The Local Employment and Skills Strategy (Construction) shall include the following commitments by the Owner (and/or through its contractors and subcontractors) during the construction phase of the Development:
    - (a) to forecast job opportunities and skills needs in the construction of the Development as soon as reasonably practicable in advance of the need arising to enable job ready candidates to be matched to opportunities as these arise;
    - (b) to provide the Council with details of local contractors and suppliers working on the construction of the Development;
    - (c) to notify job vacancies arising in the construction of the Development during the construction phase to the Council and to the Council's nominated job brokerage agency or agencies with new vacancies being available exclusively to residents of the Borough for a minimum of seventy-two (72) hours;
    - (d) the establishment of targets for employing Ealing residents in the construction of the Development having a long-term connection to the Borough with priority given to unemployed residents and all local applicants to be sourced through the agreed job brokerage/agencies and the measures to be undertaken to achieve those targets; and
    - (e) to demonstrate to the Council how residents of the Borough with construction experience employed at the Property in the construction of the Development during the construction phase will be supported in their skills development and progression during the construction phase.
  - 1.3. The Development shall not be constructed otherwise than in accordance with the approved Local Employment and Skills Strategy (Construction) unless otherwise agreed between the parties and Council in writing.
  - 1.4. The Local Employment and Apprentice Scheme shall comply with all relevant national law relating to employment and training opportunities and shall include as a minimum the following:
    - (a) arrangements setting out how the Owner and its contractors will work directly with local employment agencies including JobCentre Plus (or any successor to the

functions of JobCentre Plus) as well as voluntary and private sector providers as part of an employment and training consortium;

- (b) the establishment of targets for employing local labour and the measures to be undertaken to achieve those targets, including reasonable endeavours to employ a minimum of 20% of local people and 24 Apprenticeships in the construction of the Development during the construction phase;
- (c) the provision for training opportunities in respect of any new jobs created for the post-construction phase of the Development;
- (d) employment and training opportunities in relation to the construction phase of the Development and in the security, maintenance and management elements of the Development;
- (e) reasonable steps to ensure that where possible local people are employed in the operation of the Development; and
- (f) a commitment to use reasonable endeavours to work with the Council, Job Centre Plus and local colleges to ensure a sector-based work academy or recruitment process is put in place to advertise and recruit for end user opportunities.

2. The Owner and Developer shall:

- 2.1 use reasonable endeavours to implement and promote the objectives of the approved Local Employment and Apprentice Scheme (subject to any amendments agreed with the Council) to ensure (so far as is reasonably practicable) the objectives are met;
- 2.2 monitor the progress of the approved Local Employment and Apprentice Scheme from the Commencement of Development and provide Employment Progress Reports on a quarterly basis to the Council for a period of three years from the date of submission of the first such report (with the first report to be submitted at the end of the first quarter following the Commencement of Development);
- 2.3 take into account the reasonable representations of the Council arising from the Employment Progress Reports issued pursuant to paragraph 2.2 above.

## SCHEDULE 6

### BE SEEN / BE GREEN OBLIGATIONS

1. The Owner and Developer shall
  - a. prior to each Building being Occupied provide updated accurate and verified as "As-Built" design estimates of the "Be Seen" energy performance indicators for each Reportable Unit of the Development as per the methodology outlined in the As-Built Stage Chapter/Section GLA Be Seen Energy Monitoring Guidance.
  - b. submit all data and supporting evidence to the GLA using the Be Seen Reporting Webform
  - c. confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outline in the 'In-Use Stage' of the GLA Be Seen Energy Monitoring Guidance
2. Upon completion of the first year of occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following five (5) years after that date, the Owner and Developer is required to provide accurate and verified annual In-Use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology guidance outlined in the In-Use Stage chapter / section of the GLA Be Seen Energy Monitoring Guidance.
  - a. All data and supporting evidence shall be submitted to the GLA using the Be Seen In-Use Stage Reporting Webform and this obligation will be satisfied after the Owner and Developer have reported on all relevant indicators included in the In-Use Stage Chapter of the Be Seen Energy Monitoring Guidance.
3. In the event that the In-Use Stage evidences submitted under clause 2(a) of this Schedule shows that the As-Built Stage performance estimates derived from clause 2 have not been or are not being met, the Owner and Developer
  - a. shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the Be Seen In-Stage Use Reporting Webform
  - b. develop and submit an action plan comprising measures identified in clause 2(a) shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation ("Approved Action Plan")
  - c. The Approved Action Plan and measures identified within the Approved Action Plan shall be implemented as soon as reasonably practicable

## **SCHEDULE 7**

### **COVENANTS BY THE COUNCIL**

The Council covenants as follows:

1. to apply the Combined Contribution to the purposes for which it has been paid to the Council or as may otherwise be agreed pursuant to the provisions of this Deed or otherwise;
2. in the event that all or any part of the Combined Contribution remains unspent five years after the date of receipt of all instalments of the Combined Contribution by the Council then the Council shall within one month of any written request for repayment repay the relevant unspent sum to the person who paid the relevant payment together with interest on such sum (at the rate received by the Council for that sum for the whole of the period since the relevant payment was paid to the Council);
3. upon any of the Owner's covenants and undertakings herein being satisfied and upon receipt of a written request to confirm that such covenants and undertakings have been satisfied;
4. to issue the Planning Permission as soon as possible upon the completion of this Deed;

**ANNEX 1**

**PLANS**

**PHASING PLAN**

**PLAN 1 – LOCATION SITE**

**PLAN 2 – HIGHWAY WORKS AND PUBLIC REALM PLAN**

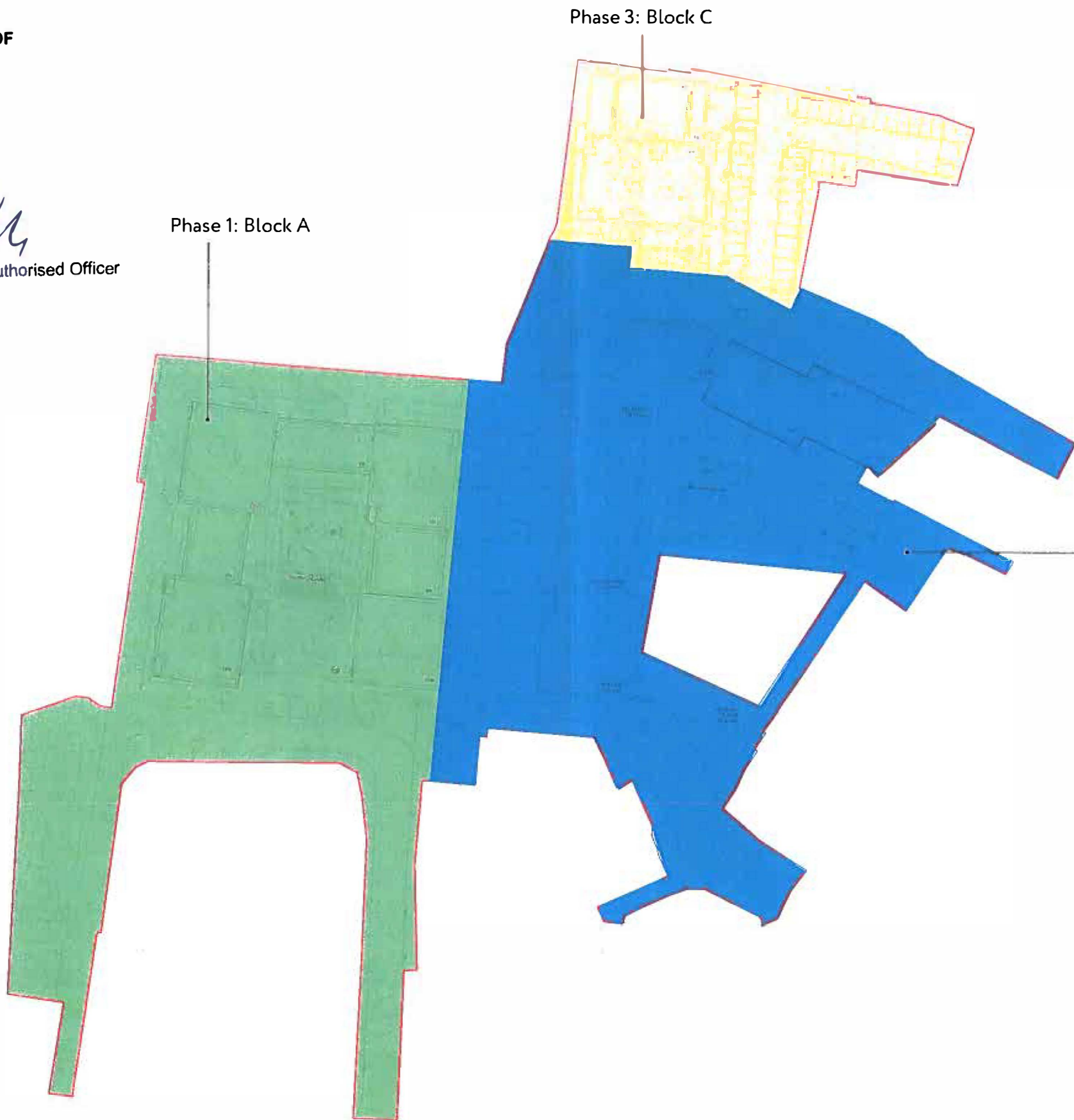
**PLAN 3 – COUNCIL OWNED LAND**






THE COMMON SEAL OF THE COUNCIL OF  
THE LONDON BOROUGH OF EALING  
was hereunto affixed in the presence of:

LBE SEAL BOOK  
Vol 8 No 476 12032

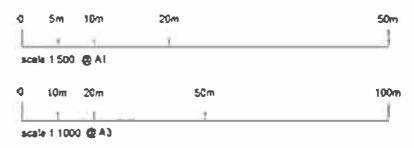
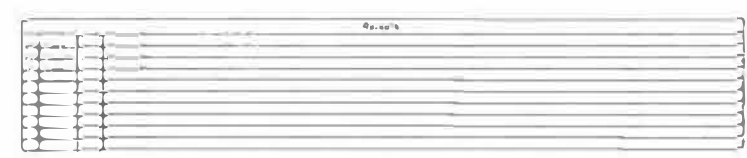
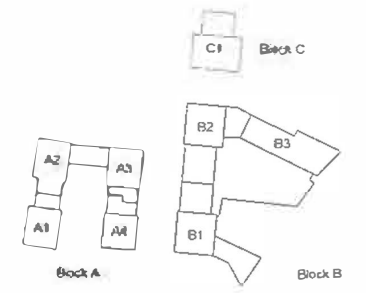
  
Authorised Officer



-  Phase 1: Block A
-  Phase 2: Block B
-  Phase 3: Block C

**Unit Distribution**

Phase / Block	Market Units	Affordable Rent	Shared Ownership	TOTAL
Phase 1 (Block A)	118	124	-	242
Phase 2 (Block B)	101	33	82	216
Phase 3 (Block C)	76	-	30	106
TOTAL	295	157	112	564



The Green, Southall  
The Green Phasing Plan

hunters

scale 1:500 @ A1  
Scale One Station Road  
London W3 7SL  
Tel: 020 8745 3200  
Fax: 020 8745 3819  
www.hunters-ec.co.uk

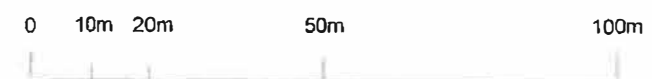


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*[Signature]*  
Authorised Officer

Site Location Plan  
1 : 1250



scale 1:1250 @ A1

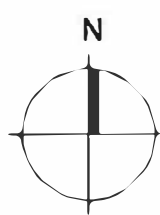
date 13.12.19  
sheet drawn JS  
scale: 1 : 1250 @ A3 checked EC

hunters

Space One Beadon Road  
London W6 0EA

T 020 8237 8200  
F 020 8741 2814  
mail@hunters.co.uk  
www.hunters.co.uk

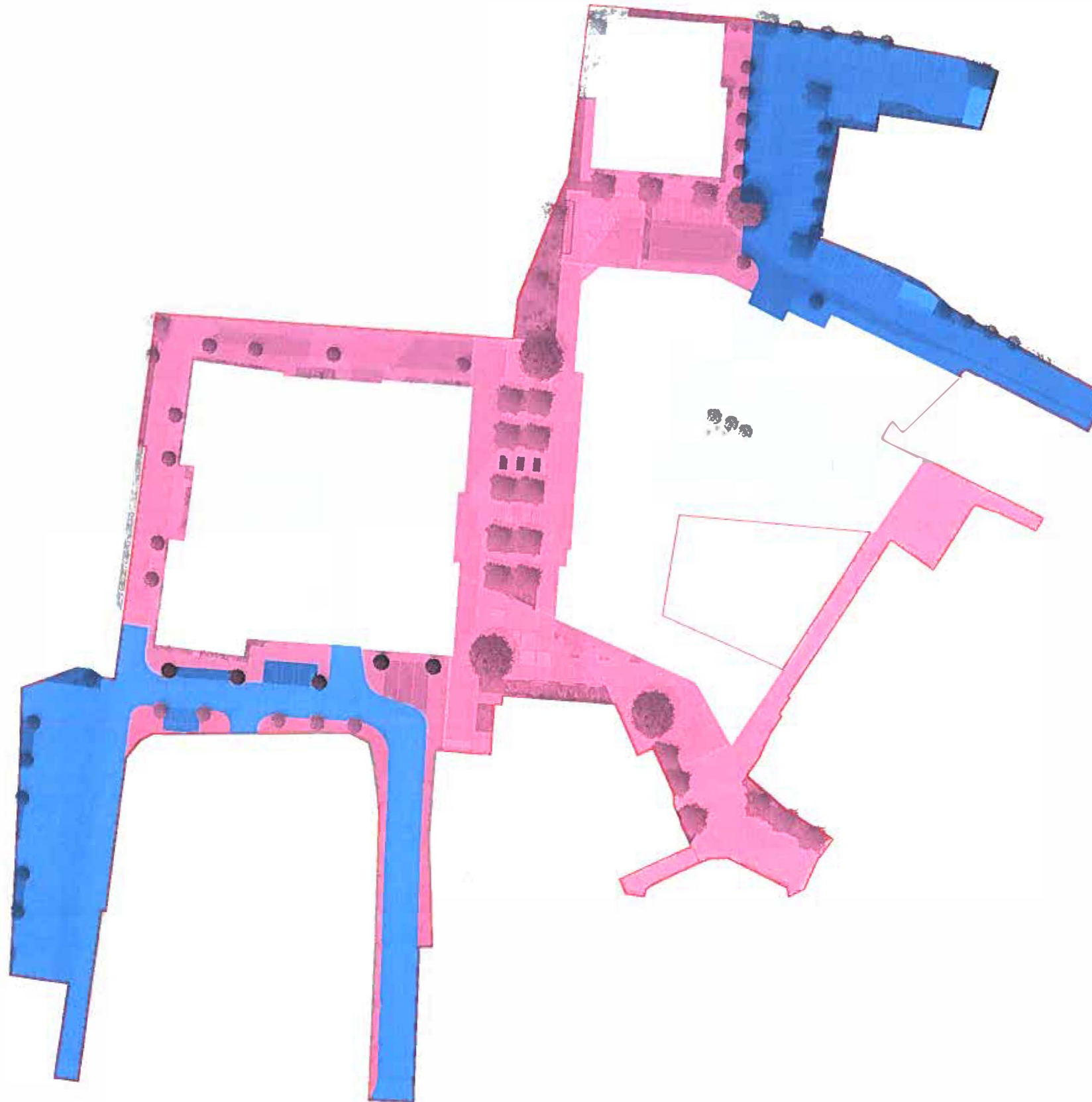
Revisions	



project name **The Green, Southall**  
drawing reference Site Location Plan  
document reference: M9516- HUN- ZZ- ZZ- DR- A- 02-0001 rev  
status **PLANNING**  
cad ref C:\Revit Local\M9516-HUN-ZZ-M3-00-0001\_e.chen@hunters.co.uk.rvt

Use figured dimensions only. All levels and dimensions to be checked on site. This drawing is to be read in conjunction with all other relevant drawings and specifications. Hunters is a trading name of Hunter & Partners Limited © Hunter & Partners Limited. All rights reserved





-  Public parking and associated highways, planting and verges
-  Public accessible areas own/controlled by Peabody

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*[Faint, illegible text]*



 Ealing Council Owned/ Controlled/ Public Highway



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Vol 8 No 47612022

Authorised Officer

# The Green - Southall

## For Discussion Only

 Site Control Plan  
1 : 500

**standard notes**

- Do not scale the drawing
- All dimensions must be checked on site and any discrepancies verified with the architect
- Unless shown otherwise, all dimensions are to structural surfaces

THIS IS NOT A CONSTRUCTION DRAWING, IT IS UNSUITABLE FOR THE PURPOSE OF CONSTRUCTION AND MUST ON NO ACCOUNT BE USED AS SUCH.

**drawing notes**

**revisions**

DRAFT First issued for information	03.03.17
R1 Issued for information	03.03.17
R2 Issued for information	03.03.17
R3 Issued for information	29.06.17

<b>date</b>	03/03/17	<b>client</b>	Ealing Gateway Ltd
<b>scale</b>	1 : 500	<b>drawing</b>	Site Control Plan
<b>drawn</b>	dl	<b>checked</b>	3254-SK-2022
<b>drawing number</b>	3254-SK-2022	<b>rev</b>	R3

Levitt Bernstein  
1 Kingsland Passage  
London  
E6 2BB  
t: 020 7276 7976  
f: 020 7276 8348  
w: levittbernstein.co.uk  
e: post@levittbernstein.co.uk  
Levitt Bernstein

C:\Revit Local\3254\_Sheets\_CENTRA...\_dun.kston.rvt



ANNEX 2

AFFORDABLE HOUSING MIX

Unit Size Breakdown								
No of bedrooms:	1B	2B		3B			4B	Total
	1B2P	2B3P	2B4P	3B4P	3B5P	3B6P	4B6P	
<b>Total</b>	259	66	178	2	41	8	10	564
Percent	44.9	43.3		10.8				100
Unit Tenure Breakdown – By Units								
No of bedrooms:	1B	2B	3B			4B	Total	
<b>Affordable Rent</b>	63	56	28			10	157	
Percent	40.1	35.6	17.8			6.4	100	
<b>Shared Ownership</b>	54	48	10			0	112	
Percent	48.2	42.8	8.9			0.0	100	
<b>Market</b>	142	140	13			0	295	
Percent	48.1	47.4	4.4			0.0	100	



**ANNEX 3**  
**DRAFT PLANNING PERMISSION**

## NOTICE OF PLANNING DECISION

Miss Lucy Battersby  
Montagu Evans LLP  
70 St Mary Axe  
London  
EC3A 8BE

Ealing Council  
Perceval House  
14-16 Uxbridge Road  
London  
W5 2HL

Your Ref:

Our Ref:

Direct line:

Date:

**215058FULR3**

**020 8825 6600**

**DRAFT**

Dear Sir/Madam

Your application has been considered in accordance with the provisions of the Town and Country Planning Act 1990 (as amended) and its Orders:

**Application Received:** 26.07.2021

**Drawings/Schedules References:**

**Site:** Land Comprising Public Car Park, Business Premises, Roads And Adjacent Land Lying To The North West And Rear Of The Green And Adjoining Featherstone Terrace, Dominion Road And Dilloway Yard, Southall, UB2

**Proposal:** Demolition and mixed-use redevelopment (phased) to provide 3 urban blocks comprising residential units (Use Class C3), flexible commercial, employment and community floorspace (Use Classes E, F1 and F2), private and public car parking, servicing bays, public realm and associated landscaping, play and amenity space, plant and refuse areas, and access arrangements (Regulation 3 Application by Peabody Developments Limited and the London Borough of Ealing). The proposals comprise a Major Development that may be likely to affect the character or setting of a listed building or a Conservation Area.

The Council give notice that permission is **GRANTED** subject to the conditions and informatives presented on the attached pages.

Yours faithfully

**DRAFT**

Chief Planning Officer  
**Decision Date: - DRAFT**



## CONDITIONS

### 1. Time Compliance.

Development shall commence no later than 3 years following the date of grant of this permission.

Reason: To comply with s91 of the Town and Country Planning Act 1990.

### 2. Quantum of Development

Unless otherwise agreed in writing, the quantum of development hereby permitted shall not exceed the following:

564 residential dwellings

2502.1sqm of flexible Commercial/employment space (Use Class E),

313.8sqm of Day Nursery (Use Class F1),

106.9sqm of Community space (Use Class F2)

Reason: to ensure conformity with the submitted application.

### 3. Approved Plans and Supporting Documents/Reports

1. M9516-02-0001-Site Location Plan-1\_1250
2. M9516-02-0002-Existing Site Plan-1\_500
3. M9516-02-0003\_A\_-Proposed Site Plan-1\_500
4. M9516-02-0004-Existing Site Elevations
5. M9516-02-0100\_A\_-Proposed Ground & Mezzanine Floor Plans-1\_500
6. M9516-02-0101\_A\_-Proposed First Floor Plan-1\_500
7. M9516-02-0102-Proposed Second Floor Plan-1\_500
8. M9516-02-0103-Proposed Third Floor Plan-1\_500
9. M9516-02-0104-Proposed Fourth Floor Plan-1\_500
10. M9516-02-0105-Proposed Fifth Floor Plan-1\_500
11. M9516-02-0106-Proposed Sixth Floor Plan-1\_500
12. M9516-02-0107-Proposed Seventh Floor Plan-1\_500
13. M9516-02-0108-Proposed Eighth Floor Plan-1\_500
14. M9516-02-0109-Proposed Ninth Floor Plan-1\_500
15. M9516-02-0110-Proposed Tenth Floor Plan-1\_500
16. M9516-02-0111-Proposed Eleventh Floor Plan-1\_500
17. M9516-02-0112-Proposed Twelfth Floor Plan-1\_500
18. M9516-02-0113-Proposed Thirteenth Floor Plan-1\_500
19. M9516-02-0114-Proposed Fourteenth Floor Plan-1\_500
20. M9516-02-0115-Proposed Fifteenth Floor Plan-1\_500
21. M9516-02-0116-Proposed Sixteenth Floor Plan-1\_500
22. M9516-02-0117-Proposed Seventeenth Floor Plan-1\_500
23. M9516-02-0118-Proposed Eighteenth Floor Plan-1\_500
24. M9516-02-0119-Proposed Roof Plan-1\_500
25. M9516-02-A0500\_A\_-BlockA-ProposedGround&MezzanineFloorPlans-1\_200
26. M9516-02-A0501\_A\_-BlockA-ProposedFirst&SecondFloorPlans-1\_200
27. M9516-02-A0502-BlockA-ProposedThird&FourthFloorPlans-1\_200
28. M9516-02-A0503-BlockA-ProposedFifth&SixthFloorPlans-1\_200

29. M9516-02-A0504-BlockA-ProposedSeventh&EighthFloorPlans-1\_200
30. M9516-02-A0505-BlockA-ProposedNinth&TenthFloorPlans-1\_200
31. M9516-02-A0506-BlockA-ProposedEleventh&TwelfthFloorPlans-1\_200
32. M9516-02-A0507-BlockA-ProposedThirteenth&FourteenthFloorPlans-1\_200
33. M9516-02-A0508-BlockA-ProposedFifteenth&SixteenthFloorPlans-1\_200
34. M9516-02-A0509-BlockA-ProposedRoofPlan-1\_200
35. M9516-02-B0500-BlockB-ProposedGroundFloorPlan-1\_200
36. M9516-02-B0501-BlockB-ProposedFirstFloorPlan-1\_200
37. M9516-02-B0502-BlockB-ProposedSecondFloorPlan-1\_200
38. M9516-02-B0503-BlockB-ProposedThirdFloorPlan-1\_200
39. M9516-02-B0504-BlockB-ProposedFourthFloorPlan-1\_200
40. M9516-02-B0505-BlockB-ProposedFifthFloorPlan-1\_200
41. M9516-02-B0506-BlockB-ProposedSixthFloorPlan-1\_200
42. M9516-02-B0507-BlockB-ProposedSeventhtoNinthFloorPlans-1\_200
43. M9516-02-B0508-BlockB-ProposedTenthtoTwelfthFloorPlans-1\_200
44. M9516-02-B0509-BlockB-ProposedThirteenthtoFifteenthFloorPlans-1\_200
45. M9516-02-B0510-BlockB-ProposedSixteenthtoEighteenthFloorPlans-1\_200
46. M9516-02-B0511-BlockB-ProposedRoofLevelPlan-1\_200
47. M9516-02-C0500-BlockC-ProposedGroundtoFifthFloorPlans-1\_200
48. M9516-02-C0501-BlockC-ProposedSixthtoEleventhFloorPlans-1\_200
49. M9516-02-C0502-BlockC-ProposedTwelfthtoSeventeenthFloorPlans-1\_200
50. M9516-02-C0503-BlockC-ProposedEighteenthtoRoofFloorPlans-1\_200
51. M9516-02-A1101\_A\_-Block A - Proposed North and South Elevations-1\_200
52. M9516-02-A1102\_A\_-Block A - Proposed East and West Elevations-1\_200
53. M9516-02-A1103-Block A - Proposed North and South Sections-1\_200
54. M9516-02-A1104-Block A - Proposed East and West Sections-1\_200
55. M9516-02-B1101-Block B - Proposed East Section and South Elevation-1\_200
56. M9516-02-B1102-Block B - Proposed West and North Elevations-1\_200
57. M9516-02-B1103-Block B - Proposed North and South Sections-1\_200
58. M9516-02-B1104-Block B - Proposed South West Section and South East Elevation-1\_200
59. M9516-02-B1105-Block B - Proposed North East Elevation and North West Section-1\_200
60. M9516-02-C1101\_A\_-Block C - Proposed South and North Elevations-1\_200
61. M9516-02-C1102\_A\_-Block C - Proposed East and West Elevations-1\_200
62. M9516-02-0120-Proposed Substations-1\_50
63. M9516-02-0204-Proposed Long Elevation West-1\_250
64. M9516-02-0205-Proposed Long Elevation North-1\_250
65. M9516-02-0206-Proposed Long Section South-1\_250
66. M9516-02-1201-Typical 1B2P Apartment Layout-1\_50

67. M9516-02-1202-Typical 2B3P Apartment Layout-1\_50
68. M9516-02-1203-Typical 2B4P Apartment Layout-1\_50
69. M9516-02-1204-Typical 3B4P Apartment Layout-1\_50
70. M9516-02-1205-Typical 3B5P Apartment Layout-1\_50
71. M9516-02-1206-Typical 3B6P Apartment Layout-1\_50
72. M9516-02-1207-Typical 4B5P Apartment Layout-1\_50
73. Schedule of Areas and Accommodation Schedule by Hunters
74. Planning Statement (including Affordable Housing Statement, draft Heads of Terms and Assessment of impacts on LSIS land) by Montagu Evans
75. Design and Access Statement to include Tall Buildings Design Quality Assessment and Addendum October 2021 by Hunters
76. Landscaping Statement & Drawings, including: - Details of external lighting - Urban Greening Factor Assessment and Addendum October 2021 by Turkington Martin
77. Statement of Community Engagement and Addendum October 2021 by Camargue
78. Heritage, Townscape and Visual Impact Assessment and Addendum October 2021 by Montagu Evans
79. Transport Assessment by TTP
80. Framework Travel Plan by TTP
81. Servicing and Refuse Management Plan and Addendum October 2021 by TTP
82. Daylight and Sunlight Assessment (Surrounding Development) by Avison Young
83. Daylight and Sunlight Assessment (Internal) by Avison Young
84. Air Quality Assessment by REC Ltd
85. Noise Impact Assessment by REC Ltd.
86. Preliminary Ecological Appraisal by Middlemarch
87. Preliminary Bat Roost Assessment by Middlemarch
88. Framework Biodiversity Enhancement Strategy by Middlemarch
89. Flood Risk Assessment and Drainage Strategy by Price & Myers
90. Utilities Statement by Premier Energy
91. Energy Statement by Elementa
92. Circular Economy Statement by Elementa
93. Whole Life Cycle Carbon Assessment by Elementa
94. Overheating Statement by Elementa
95. Sustainability Statement by Elementa
96. Phase 1 Geo-environmental Assessment by Land Science
97. Wind Assessment by RWDI
98. Aviation Impact Assessment by Pager Power
99. Historic Environment Assessment by MOLA
100. Draft Construction Management Plan and Addendum October 2021 by Silver
101. Preliminary Arboricultural Assessment by Middlemarch
102. Arboricultural Impact Assessment by Middlemarch
103. Fire Strategy by BWC
104. Commercial Justification Report by Forty Group
105. Health Impact Assessment by Ramboll

Reason: For the avoidance of doubt.

#### **4. Phasing Plan**

Prior to commencement of the development hereby approved, a Phasing Plan shall be submitted to and approved by the Local Planning Authority. All development shall be carried out in the phases identified in the Phasing Plan unless otherwise agreed in writing with the Local Planning Authority. The approved Phasing Plan may be amended from time to time to reflect changes to the phasing of the development, subject to obtaining the prior written approval of the Local Planning.

Reason: To ensure the orderly and satisfactory development of the Site, in the interests of highway safety and to assist in achieving the planning benefits of the comprehensive Regeneration Scheme, whilst allowing sufficient flexibility to enable the development to be delivered in a satisfactory manner.

#### **5. Materials**

For each phase, prior to substantial commencement of works on any part of any of the superstructures forming this development for any phase, samples of all external materials shall be submitted to and approved in writing by the local planning authority in relation to that phase. The development shall be constructed in accordance with the approved materials and be retained as such, thereafter.

Reason: To ensure that the materials harmonise with the surroundings in accordance with policies 1.1(h) and 2.1(c) of the Ealing Development Strategy (2012), and policy 7B of the Ealing Development Management Development Plan Document 2013.

#### **Whole Life-Cycle Carbon Assessment**

6. The relevant phase of development hereby approved shall not commence until a Whole Life-Cycle (WLC) Carbon Assessment has been submitted to and approved in writing by the local planning authority. The submitted Assessment shall demonstrate compliance with GLA 'Whole Life-Cycle carbon Assessments Guidance' (March 2022) on how to calculate and reduce whole life-cycle carbon emissions to capture the development's carbon impact.

Reason: To assess and implement measures to minimise the carbon life-cycle of the development in accordance with London Plan Policy SI2(F).

7. Prior to the first occupation of each building the post-construction tab of the GLA whole life carbon assessment template should be completed in line with the GLA Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used for approval by the local planning authority in consultation with the GLA.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings.

#### **Circular Economy Statement**

8. The relevant phase of development hereby approved shall not commence until a Circular Economy Statement (CES) has been submitted to and approved in writing by the local planning authority. The CES shall demonstrate compliance with GLA 'Circular Economy Statement Guidance' (March 2022) on how to integrate circular economy principles.

Reason: To demonstrate the development integrates circular economy principles in accordance with London Plan Policies SI7 and D3.

9. Prior to the first occupation of any phase, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted along with any supporting evidence as per the GLA Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission and consultation with the GLA shall be submitted for approval the local planning authority.

Reason: In the interests of sustainable waste management and to maximise the re-use of materials.

#### **10. Air Quality and Dust Management Plan (AQDMP)**

Before the development of any Phase is commenced, (including demolition and site clearance) an Air Quality and Dust Management Plan (AQDMP) that includes an Air Quality (Dust) Risk Assessment shall be produced in accordance with current guidance The Control of Dust and Emissions during Construction and Demolition, SPG, GLA, July 2014, for the existing site and the proposed development. A scheme for air pollution mitigation measures based on the findings of the report shall be submitted to and approved by the Local Planning Authority prior to the commencement of any works on the relevant phase.

Reason: In the interests of the living conditions of the future occupiers of the site in accordance with policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), Ealing SPG10 and the National Planning Policy Framework.

#### **11. Existing/shrub retention**

No trees within the site which are shown to be retained in the Landscape and Public Realm Design and Access Statement TM-408-RE-010 A shall be felled, uprooted, wilfully damaged or destroyed, cut back in any way or removed without previous written consent of the Local Planning Authority. Any shrubs or hedges removed without consent or dying or being severely damaged or becoming seriously diseased within 5 years from the completion of the development hereby permitted shall be replaced with shrubs or hedge plants or similar species capable of achieving a comparable size unless the Local Planning Authority gives written consent to any variation.

Any trees removed without consent or dying or being severely damaged or becoming seriously diseased within 5 years from the completion of the development hereby permitted shall be replaced with trees of similar size and species unless the Local Planning Authority gives written consent to any variation.

Reason: to secure the protection throughout the time that development is being carried out, of trees, shrubs and hedges growing within the site which are of amenity value to the area.

#### **12. Arboricultural Method Statement**

Notwithstanding the submitted details, no operations (including initial site clearance) shall commence on the relevant phase in connection with development hereby approved until a satisfactory scheme (Arboricultural

Method Statement) for the protection of existing trees that are proposed to be retained within the boundary of that phase has been submitted to and its installation on site has been approved in writing by the Local Planning Authority.

All protection measures must fully detail each phase of the development process, taking into account demolition/site clearance works, all construction works and hard and soft landscaping works. Details shall include the following:

- Full survey of all trees on site and those within influencing distance on adjacent sites in accordance with BS5837\*, with tree works proposals. All trees must be plotted on a site plan\*\*, clearly and accurately depicting trunk locations, root protection areas and canopy spreads.
- A plan\*\* detailing all trees for retention and removal.
- Outline programme and phasing of works
- Site specific demolition and hard surface removal specifications
- Site specific construction specifications
- A tree protection plan\*\* in accordance with BS5837\* detailing all methods of protection, including but not restricted to: locations of construction exclusion zones, root protection areas, fit for purpose fencing and ground protection, service routes, works access space, material/machinery/waste storage and permanent and temporary hard surfaces.
- The RPAs of all existing trees will be a no dig zone. Within these zones only minor hand digging to 200mm will be permitted, and only with Arboricultural supervision. See Tree Protection Plan: Monitoring and Implementation.
- All hard surfaces beneath the existing (or proposed) tree canopies, or within the existing Root Protection Areas (RPAs), must be of permeable construction to ensure water and gaseous exchange with the underlying soils and tree root systems

All tree protection methods detailed in the approved Arboricultural Method Statement shall not be moved or removed, temporarily or otherwise, until all works including external works have been completed, and all equipment, machinery and surplus materials have been removed from the site, unless the prior approval of the Local Planning Authority has first been sought and obtained.

\*Using the most recent revision the of the Standard

\*\* Plans must be of a minimum scale of 1:200 (unless otherwise agreed by the Local Planning Authority).

Reason: To secure the protection, throughout the time that the development is being carried out, of trees growing within or adjacent to the site which are of amenity value to the area.

### **13. Tree Protection - Monitoring and Implementation**

No operations (including initial site clearance) shall commence on the relevant phase of the development hereby approved until a suitable programme of monitoring of all approved tree protection measures for that particular phase has been submitted and approved by the Local Planning Authority. The monitoring programme shall include the following:

- o Confirmation of who shall be the lead arboriculturist for the development.
- o Confirmation of the Site Manager, key personnel, their

- o key responsibilities and contact details.
- o Details of induction procedures for all personnel in relation to Arboricultural matters.
- o A programme of events concerning the approved tree protection plans, including initial implementation of the protective measures, the final removal of the protective measures and any incursion/alterations to accommodate site specific construction/demolition procedures as approved in the Arboricultural Method Statement, and the level of supervision required.
- o Procedures for dealing with variations or non-approved incursions into the construction exclusion zones as detailed in the approved Arboricultural Method Statement.
- o Agreements of when site monitoring will take place with the local Tree Officer either by site meetings or by some other pre-arranged agreement.
- o Post development assessment of the retained and planted trees relating to construction relating activity and any necessary remedial action.

The programme of Arboricultural monitoring shall be taken in full compliance with the approved details. No variation of the approved monitoring program shall take place without the prior written agreement of the Local Planning Authority.

Reason: In order to safeguard trees considered to be worthy of retention in the interests of visual amenity for the area.

#### **14. Tree Planting**

Prior to the commencement of any landscaping works on a particular phase, details of a scheme of new and replacement tree planting for that phase shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include the following comprehensive details of all trees to be planted in accordance with a first approved landscape plan under condition 15:

- o Full planting specification - Tree size, species and the numbers of trees.
- o Positions of all proposed species.
- o Comprehensive details of ground preparation.
- o Staking/tying method(s).
- o 2 year post planting maintenance schedule with an agreed inspection schedule.

All tree-planting shall be carried out in full accordance with the approved scheme in the nearest planting season (1st October to 31st March inclusive) to the completion of the approved development, unless agreed otherwise in writing by the Local Planning Authority. The quality of all approved landscape works shall be in accordance with British Standard 4428:1989 'Code Of practice For General Landscape Operations' or any subsequent revision. All trees included within the approved scheme shall be healthy, well-formed specimens with single leading shoots and shall be of a minimum quality compatible with British Standard 3936:1992 (Part 1) 'Specifications For Trees & Shrubs' and BS8545: 2014 or any subsequent revisions.

Any trees which within a period of 5 years from the completion of all tree planting die, are removed, uprooted or significantly damaged, become diseased or malformed shall be replaced during the nearest planting season (1st October to 31st March inclusive) with others of the same size, species

and quality as approved, unless the Local Planning Authority gives written consent to any variation.

Reason: To ensure that the works are carried out as approved in the interests of the visual amenity of the area.

### **15. Ecological Mitigation and Management Plan (EMMP)**

Prior to occupation of the relevant phase of development hereby approved, an Ecological Mitigation and Management Plan (EMMP) shall be submitted to and approved in writing by the Local Planning Authority showing the details of the mitigation and enhancement measures and their management including the installation of new biodiverse habitat, tree and shrub planting and installation of bird boxes and bat boxes for that phase.

Reason: To comply with Council policy in the interests of ecological protection and enhancement.

### **16. Bird Hazard Management**

Prior to commencement of the superstructure of the relevant phase, detailed drawings and supporting documentation for a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Ministry of Defence, for that phase and which shall include the following details:

- a. Site management to monitor the number of birds on site,
- b. Undertake bird control (using appropriate licensed means) to address or to disperse any populations of gulls (or other bird species) occupying the green roof considered to be hazardous to air traffic using RAF Northolt Aerodrome,
- c. Prevent gulls and other bird species considered to be hazardous to air traffic using RAF Northolt Aerodrome from successfully breeding at the site,
- d. Ensure the roof or roofs are accessible for personnel engaged in bird control activities,

Prior to first occupation of any dwelling, the scheme shall be completed in strict accordance with the approved details and thereafter maintained for the life of the development.

Reason: In the interests of aviation and public safety.

### **17. Landscaping and Management**

Prior to the commencement of landscaping works for any particular phase, details of landscaping proposals to be comprised in a Landscape Management Plan for that phase, comprising:

- A. Soft and hard landscaping including tree planting,
  - B. Boundary treatments,
  - C. Green and Brown roof construction,
  - D. Children's play areas including safety surfacing and equipment,
  - E. Proposed ecological enhancements
  - F. Public Realm
  - G. Measures to provide tenure-blind access by all residents of the development to outdoor amenity and play-space within the scheme,
- shall first be approved in writing with the local planning authority.



They shall be laid out and planted in accordance with the Management Plan prior to the first occupation of any dwelling and thereafter maintained. The completed landscaping shall thereafter be maintained and any trees or plants which within 5 years of planting, die, are removed or become seriously damaged or diseased shall be replaced with others of the same size and species and in the same positions within the next planting season.

Reason: To ensure that the development is landscaped in the interests of the visual character and appearance of the area.

#### **18. Piling Method Statement**

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

Reason: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure.

#### **19. Roof terrace/amenity space screens**

Prior to the fitting out of the roof top amenity areas of any Phase of development hereby approved details of screening to the perimeters of the roof terrace amenity areas for that phase shall have been submitted to and approved by the local planning authority.

Reason: To safeguard the visual and residential amenities of neighbouring residents and of the area.

#### **20. Overheating and Cooling**

The development shall incorporate the overheating and cooling measures in line with the relevant CIBSE guidance as detailed in the Dynamic Overheating Assessment submitted by Elementa Consulting in April 2021 (issue/version 6).

Reason: To ensure that the risk of overheating has been sufficiently addressed in accordance with the London Plan; Ealing's Development (Core) Strategy, and Development Management DPD.

#### **21. Renewable/Low Carbon (&CO<sub>2</sub>) Energy**

a) Prior to commencement of construction of the relevant phase, details of the specifications including manufacturer's performance data sheets, design, and layout of the proposed low and zero-carbon (LZC) energy equipment, and the associated monitoring devices required to identify their performance/efficiency (COP), shall be submitted, to and approved in writing, by the Council. The development shall be implemented only in accordance with the approved details.

b) Prior to the installation of the renewable/low-carbon energy equipment technical details of the equipment shall be submitted to the Council for approval. The details shall include the exact heat pump thermal kilowatt output, heat output pipe diameter(s), parasitic load supply schematics, monthly energy demand profile, and the exact number of PV arrays, the kWp capacity of each array, the orientation, pitch and mounting of the panels, and

the make and model of the panels. The name and contact details of the LZC installation contractor(s), and if different, the commissioning electrical or plumbing contractor, should be submitted to the Council prior to installation.

c) Prior to completion and first occupation of the relevant phase, the permitted phase of development shall implement and maintain and in the case of energy generation equipment confirm as operational, the approved measures to achieve an overall sitewide reduction in regulated CO2 emissions of at least 66.14% (equating to 428 tonnes of CO2 per year) beyond Building Regulations Part L 2013. These CO2 savings shall be achieved through the Lean, Clean, Green Energy Hierarchy as detailed in the Energy Statement prepared by Elementa Consulting in May 2022 (Issue 12) including:

i. Lean, passive design measures to achieve an annual reduction of at least 16.56% equating to at least 92.5 tonnes in regulated carbon dioxide (CO2) emissions over BR Part L 2013 for the residential development, and at least 14.77%, equating to at least 13 tonnes, over Part L 2013 for the non-residential space.

ii. Green, renewable energy equipment including the incorporation of photovoltaic arrays with a combined total capacity of at least 237 kWp, and Heat Pumps to achieve an annual reduction of at least 50%, equating to 322.5 tonnes, in regulated carbon dioxide (CO2) emissions over Part L 2013.

iii. Seen, heat and electric meters installed to monitor the performance of the PV and the carbon efficiency (SCOP) of the Ground Source Heat Pump system and twenty (x20) of the dwelling Water Source Heat Pumps, including the heat generation and the combined parasitic loads of the heat pumps.

d) On completion of the installation of the LZC equipment copies of the MCS certificates and all relevant commissioning documentation shall be submitted to the Council.

e) The development shall incorporate the overheating and cooling measures detailed in the Overheating report (Elementa, May 2021 v4) or any later stage version. The assessment shall be compliant with CIBSE guidance TM59 and/or TM52, and modelled against the TM49 DSY1 (average summer) weather data files, and the more extreme weather DSY2 (2003) and DYS3 (1976) files for TM59 criteria (a) and (b).

f) Within three months of the occupation/first-use of the development a two-page summary report prepared by a professionally accredited person comparing the "as built stage" TER to BER/DER figures against those in the final energy strategy along with the relevant Energy Performance Certificate(s) (EPC) and/or the Display Energy Certificate(s) (DEC's) shall be submitted to the Council for approval

Reason: In the interest of addressing climate change and to secure environmentally sustainable development in accordance with the London Plan (2021), and the relevant guidance notes in the GLA Energy Assessment Guidance 2020, Ealing's Development Management DPD 2013, and Ealing's Development (Core) Strategy 2012.

## **22. Post-construction energy equipment monitoring**

In order to implement Ealing Council DPD policy 5.2.3 (post-construction energy equipment monitoring), and key parts of London Plan policy SI2 ("be Seen"), the developer shall:

a) Upon final construction of the development, or relevant phases of the development, and prior to first occupation of any part of the relevant phases, the agreed suitable devices for monitoring the performance/efficiency (SCOP) of any renewable/low-carbon energy equipment shall be installed. The monitored data shall be automatically submitted to the Council at daily intervals for a period of four years from occupation and full operation of the energy equipment. The installation of the monitoring devices and the submission and format of the data shall be carried out in accordance with the Council's approved specifications as indicated in the Automated Energy Monitoring Platform (AEMP) information document. The developer must contact the Council's chosen AEMP supplier (Energence Ltd) on commencement of construction to facilitate the monitoring process.

b) Upon final completion of the relevant phase of development and prior to first occupation of any part of that phase, the developer shall submit to the Council proof of a contractual arrangement with a certified contractor that provides for the ongoing commissioning, maintenance and repair of the renewable/low-carbon energy equipment for a period of four years from the point that the building is occupied and the equipment fully operational.

Reason: To monitor the effectiveness and continued operation of the renewable/low carbon energy equipment in order to confirm compliance with energy policies and establish an in-situ evidence base on the performance of such equipment in accordance with London Plan (2021) policy SI2 ("Be Seen" stage of the energy hierarchy), Ealing's Development (Core) Strategy 2026 (3rd April 2012) and Development Management DPD and of the Mayor's Sustainable Design & Construction SPG.

### **23. Non-Residential BREEAM Energy/CO2 accreditation**

The non-residential space shall be registered with Building Research Establishment (BRE) and achieve BREEAM Rating 'Very Good' (based on the latest BREEAM NC Technical guidance).

a) Within 6 months of the completion of the non-residential space in each phase of development, Interim BREEAM NC Assessment and related Certification verified by the BRE shall be submitted to the Local Planning Authority for written approval.

b) Within 6 months from the date of first occupation of the non-residential element of the development, BREEAM 'Post Construction Stage' Assessment and related Certification shall be submitted to and approved in writing by the Local Planning Authority confirming the BREEAM standard and measures have been implemented.

Following any approval of a 'Post Construction Stage' assessment and certificate of the development, the approved measures and technologies to achieve the BREEAM Very Good or higher standard shall be retained in working order in perpetuity.

Reason: In the interest of addressing climate change and to secure sustainable development in accordance with the Ealing Development Management DPD 2013, and the Ealing Development (Core) Strategy 2012.

### **24. Floodlights, Security lights and Decorative External Lighting**

Prior to installation on any phase of the development, details of external artificial lighting shall be submitted to the Council for approval in writing. Lighting contours shall be submitted to demonstrate that the vertical illumination of neighbouring premises is in accordance with the recommendations for Environmental Zone 3 of the Institution of Lighting Professionals in the 'Guidance Note 01/20 For The Reduction Of Obtrusive Light'. Details should also be submitted for approval of measures to minimise the use/hours of lighting and prevent glare and sky glow by correctly using, locating, aiming and shielding luminaires. Approved details shall be implemented prior to occupation/use of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of residents and minimize impacts on adjacent land uses.

### **25. Masts and Aerials**

No microwave masts, antennae or satellite dishes or any other such plant or equipment shall be installed on the exterior of the building, whether existing or approved, unless otherwise approved in writing by the local planning authority.

Reason: To safeguard the appearance and character of the new buildings in the interests of the amenities of the area.

### **26. Cycle Parking**

The cycle parking spaces hereby approved shall be provided and maintained in accordance with the approved drawings. These facilities shall be provided prior to first use or occupation of the relevant phase of the development hereby approved and be maintained thereafter in association with the approved uses of the building.

Reason: To ensure that there is adequate provision for cycle parking within the site in accordance with the Ealing Development (Core) Strategy and the Ealing Development Management Development Plan Document.

### **27. Car Parking**

Prior to the occupation of the relevant phase of the development hereby approved, a Car Parking Management Strategy shall be submitted and approved in writing by the Local Planning Authority for that relevant phase. This Strategy shall detail the arrangements for management of:

- i. Visitor car parking
- ii. Residential car parking
- iii. Disabled persons car parking
- iv. Non-residential car parking

The Car Parking Management Strategy shall also include:

- a) Measures for preventing parking in undesignated places throughout the site;
- b) The provision of active Electric Vehicle Charging Points (EVCP) for a minimum of 20% of all public and private car parking spaces and all remaining spaces with passive provision; and
- c) The safety and security measures to be incorporated within the development to ensure the safety of car parking areas. The car parking within a Phase shall be provided and managed in accordance with the approved strategy for that Phase for the life of the development, or as otherwise agreed in writing by the Local Planning Authority.

Reason: To provide adequate facilities for drivers, in accordance with the London Plan and Ealing Development (Core) Strategy.

### **28. Detailed Delivery and Servicing Plan**

Prior to occupation of each relevant phase of the development hereby approved, a Delivery and Servicing Plan (DSP) for the relevant component/Phase detailing servicing arrangements, times and frequency and operational details, including swept path analysis, shall be submitted to and approved in writing by the Local Planning Authority. The servicing of each component/Phase shall be operated strictly in accordance with the details approved and shall be maintained as such thereafter and no change therefrom shall take place without the prior written consent of the Local Planning Authority.

Reason: To ensure a satisfactory standard of residential amenity is provided for future occupiers of the residential units located above the approved non-residential units.

### **29. Refuse Storage**

The refuse and recycling storage enclosures hereby approved shall be laid out in accordance with the approved drawings and these areas shall not thereafter be obstructed or used for any other purpose.

Reason: In the interests of the adequate disposal, storage and collection of waste and recycling, to protect the living conditions of occupiers of the area and in the interests of highway and pedestrian safety.

### **30. Ventilation**

Prior to the completion of the first superstructure of any residential buildings within that phase, a scheme for providing fresh air ventilation to habitable rooms and the supply to be provided, for that particular phase, shall be submitted to and approved in writing by the Local Planning Authority. The approved mitigation scheme shall be implemented in its entirety before any of the units within that phase are occupied and shall thereafter be retained.

Reason: To ensure that the development accords with the London Plan the Ealing Development (Core) Strategy (2012); the Ealing Development Management Development Plan Document (2013) and the National Planning Policy Framework.

### **31. Sound Insulation between commercial, industrial, communal, cultural uses and facilities from dwellings**

Prior to commencement of the superstructure for that relevant phase, details shall be submitted to the Council for approval in writing, of enhanced sound insulation of at least 10/15dB, as necessary, above the Building Regulations value for residential use, of the floor/ceiling/walls separating the non-residential and communal use from dwellings. Where noise emissions include characteristic features, the Noise Rating level shall not exceed NR25 Leq 5mins (octaves) inside a bedroom and NR30 Leq 5mins (octaves) inside a living room. Details of mitigation measures shall include the installation method, materials of separating structures and the resulting sound insulation value and internal sound/rating level. The assessment and mitigation measures shall be based on standards and noise limits of the Council's SPG10 and BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise, in accordance Standard 30 of the Housing SPG and the London Plan.

### **32. External noise from machinery, equipment, extract/ventilation ducting, mechanical installations**

Prior to installation, details shall be submitted to the Council for approval in writing, of the external rating noise level emitted from plant/machinery/equipment/ducting/air in- and outlets/mechanical installations, together with mitigation measures as appropriate. The measures shall ensure that the external rating noise level LAeq emitted will be lower than the lowest existing background sound level LA90 by 10dBA at the most noise sensitive receiver locations at the development site and at surrounding premises. The assessment shall be made in accordance with BS4142:2014, with all plant/equipment operating together at maximum capacity. A post installation sound assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation/ use of plant/ machinery/ equipment and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with the Ealing Core Strategy (2012), the Ealing Development Management Development Plan Document (2013), policies, the London Plan, the National Planning Policy Framework and Interim guidance SPG 10 'Noise and Vibration.'

### **33. Anti- vibration mounts and silencing of machinery etc.**

Prior to use, machinery, plant or equipment/ extraction/ ventilation system and ducting at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by vibration noise from mechanical installations/ equipment, in accordance with the Ealing Core Strategy (2012), the Ealing Development Management Development Plan Document (2013), the London Plan (2021), the National Planning Policy Framework and Interim guidance SPG 10 'Noise and Vibration.'

### **34. Extraction and Odour Control system for non-domestic kitchens**

Prior to commencement of above ground construction works for that relevant phase, details shall be submitted to the Council for approval in writing, of the installation, operation, and maintenance of the odour abatement equipment and extract system, including the height of the extract duct and vertical discharge outlet without cowl at least 1m above the eaves of the main building. Details shall be provided of a reasonable distance of the extract outlet approximately 20.0meters from any openable window unless effective odour control is installed, of equipment and ducting to be fitted with anti-vibration mounts and silencers and of additional mitigation measures as necessary to ensure that noise and vibration transmission via internal ceilings, walls and external façades will meet the Council's standards specified in the SPG10. Approved details shall be implemented prior to use and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/surrounding premises is not adversely affected by noise, smell or steam, in accordance with Interim Supplementary Planning Guidance 10, the Ealing Core Strategy (2012), the Ealing Development Management DPD (2013), the London Plan (2021).

### **35. External Doors**

All external doors to commercial kitchens /employment /workshops shall be fitted with self-closing devices, which shall be maintained in an operational condition and at no time shall any external door nor windows be fixed in an open position during the emission of noise, smell, steam or other effluent.

Reason: To ensure that the amenity of occupiers of the development site/surrounding premises is not adversely affected by noise, smell, steam or other effluent

### **36. Intrusive Land Investigation**

Prior to the commencement of any works on site, including any demolition, site clearance, remedial works commencing and any development works on that relevant phase:

- a) a type 3 asbestos survey shall be undertaken,
- b) a conceptual site model (contained within Land Science report LS3904 v3 17/4/21) prepared and
- c) a site investigation (undertaken in accordance with BS1075:2011+A1:2013 and LCRM) to investigate the site and any previously inaccessible ground

shall all have been first submitted to and approved in writing by the local planning authority.

The conceptual site model shall be amended based on the findings of the intrusive site investigation and the risks to identified receptors updated. This assessment must be undertaken by a competent person and shall assess any contamination on the site, whether it originates on the site or not.

Reason: To ensure the land contamination issues are addressed in accordance with the Development Framework (Core Strategy), London Plan and Ealing Local Variations.

### **37. Contamination Remediation Scheme**

Prior to the commencement of development on the relevant part of the site, other than that required to carry out remediation works, a detailed remediation scheme to bring that relevant phase to a condition suitable for the intended use shall be submitted to and subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

The approved remediation scheme including any demolition, site clearance on that relevant phase must be carried out in accordance with its terms. The Local Planning Authority shall be given four weeks written notification of commencement of the remediation scheme works. The scheme shall thereafter be retained as such unless otherwise first agreed in writing by the Local Planning Authority.

Reason: To ensure the land contamination issues are addressed in accordance with the Local Development Framework (Core Strategy), the

London Plan and Ealing Local Variation to London Plan of the Ealing Development Management Development Plan.

### **38. Remediation Verification Report**

Following completion of measures identified in the approved remediation scheme for that relevant phase, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority. The verification report submitted shall be in accordance with the latest Environment Agency guidance and industry best practice.

Reason: To ensure the land contamination issues are addressed in accordance with the Local Development Framework (Core Strategy), the London Plan and Ealing Local Variation to London Plan of the Ealing Development Management Development Plan.

### **39. Waste water infrastructure**

Within each phase, development (with the exception of demolition and site clearance) shall not commence until a detailed drainage strategy for the disposal of foul and surface water and detailed design drawings detailing any on and/or off-site drainage works (including ground investigations), has been submitted to and approved in writing by the local planning authority for that particular phase. No discharge of foul or surface water from that phase of the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed. The approved drainage strategy shall be fully implemented at the time of first occupation of any dwelling within that phase and shall be retained thereafter.

Prior to commencement of development (with the exception of demolition and site clearance) of the final phase of the development hereby approved, details should be submitted to and agreed with the Council which demonstrate that surface water run-off is restricted to greenfield run-off rates for the total site area to promote benefits which include bio-diversity, amenity, water quality and attenuation; surface water attenuation systems designed to accommodate the 1 in 100 years plus 40% climate change storm event. a detailed maintenance plan of the proposed drainage system for the lifetime of the development confirming owners/adopters of the drainage system to include measures, so far as practicable, for the incorporation of rainwater harvesting and surface water drainage attenuation from the roof terraces/amenity areas and 'green' SuDS.

Reason: To ensure that the development does not cause adverse local environmental impact in accordance with the Local Development Framework (Core Strategy), the London Plan and Ealing Local Variation to London Plan of the Ealing Development Management Development Plan.

### **40. Fire Statement**

Notwithstanding the details set out in the Fire Safety Strategy Report Issue 8 dated 18th June 2021 and prepared by BWC Fire Limited, prior to the commencement of above ground construction works on the relevant phase, a Fire Statement shall be submitted to the Local Planning Authority for written approval. The Statement shall include details of measures for the provision of fire evacuation lifts as set out in the Fire Strategy Report Issue 9 dated 18th November 2021. The approved details shall be implemented prior to first occupation of the relevant phase and thereafter be permanently retained.



Reason: In the interests of public safety and in accordance with the London Plan Policy D12.

#### **41. Transport/commercial/industrial/cultural noise sources**

Prior to commencement above ground construction works on the relevant phase, a noise assessment shall be submitted to the Council for approval in writing, of external noise levels from transport and industrial/ commercial/ cultural sources, having regard to the assessment standards of the Council's SPG10 including reflected and re-radiated noise where appropriate. Details shall include the sound insulation of the building envelope including glazing specifications (laboratory tested including frames, seals and any integral ventilators, approved in accordance with BS EN ISO 10140-2:2010) and of acoustically attenuated mechanical ventilation and cooling as necessary (with air intake from the cleanest aspect of the building and details of self-noise) to achieve internal noise limits specified in SPG10. Details of best practicable mitigation measures shall also be submitted for external amenity spaces, in accordance with noise limits specified in BS8233:2014. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: In the interests of the living conditions of the future occupiers of the site in accordance with the Local Development Framework (Core Strategy), the London Plan and Ealing Local Variation to London Plan of the Ealing Development Management Development Plan.

#### **42. Separation of noise sensitive rooms from different uses in adjoining dwellings**

With the exclusion of demolition and site clearance, prior to commencement of any above ground construction works on the relevant phase, details shall be submitted to the Council for approval in writing, of an enhanced sound insulation value of at least 5dB above the maximum Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/uses in adjoining dwellings/areas, e.g. kitchen/ living/ dining/ bathroom above/ below/ adjoining bedroom of separate dwelling. The assessment and mitigation measures shall have regard to standards of the Council's SPG10 and noise limits specified in BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise, in accordance with the Ealing Development (Core)

Strategy, the Ealing Development Management Development Plan Document, The London Plan and Ealing interim SPG10.

#### **43. Demolition, Construction and Logistics Environmental Management Plan**

Notwithstanding the details submitted, prior to commencement of development details of a:

1. Construction Workers Travel Plan and
2. Construction Logistics Plan and shall be submitted to and approved by the local planning authority and shall be adhered to through the demolition and construction of the development and following implementation where relevant.

The approved Plans may be amended from time to time to reflect phasing changes to the development, subject to obtaining the prior written approval of the Local Planning Authority.

Details shall include:

a. control measures for:-

- noise and vibration (according to Approved CoP BS 5228-1 and -2:2009+A1:2014),
  - dust (according to Supplementary Planning Guidance by the GLA (2014) for The Control of Dust and Emissions during Construction and Demolition),
  - lighting ('Guidance Note 01/20 For The Reduction Of Obtrusive Light' by the Institution of Lighting Professionals),
  - delivery locations,  
hours of work and all associated activities audible beyond the site boundary restricted to 0800-1800hrs Mondays to Fridays and 0800 -1300 Saturdays (except no work on public holidays),
  - neighbour liaison, notifications to interested parties and public display of contact details including accessible phone numbers for persons responsible for the site works for the duration of the works.
- b. measures to ensure continued safe access and usage of parking, servicing and other measures necessary for the day to day running of the Dominion Centre and Library.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, vibration, dust, lighting or other emissions from the site.

#### **44. Lift Installation**

Prior to the first occupation of each building within the development hereby approved, confirmation shall be submitted in writing to the Local Planning Authority that all lifts within the relevant building have been commissioned and are ready for use.

Reason: In the interests of the amenities of residents.

#### **45. Emergency Generators**

No emergency generators shall be erected or placed on site, whether in connection with construction, or the permanent occupation, of any dwelling without the prior written consent of the Council.

Reason: In the interests of the amenities of neighbouring residents.

#### **46. Archaeological Investigation**

No demolition or development shall take place until a stage 1 written scheme of investigation (WSI) for the relevant phase has been submitted to and approved by the local planning authority in writing.

No demolition/development shall take place other than in accordance with the agreed stage 1 written scheme of investigation (WSI) which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: In order to safeguard the archaeological interest on this site.

#### **47. Temporary Arrangements**

Prior to the commencement of each relevant phase (with the exception of site clearance and enabling works), details of any temporary arrangements and/or works relevant to that phase, such as building and public realm interfaces or treatments, and any relevant temporary uses (as applicable), shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To facilitate temporary arrangements during construction works without prejudice to the construction phasing.

#### **48. Bat Roosts**

No demolition works to the relevant building in each phase shall take place until safe access has been provided to a licenced ecologist/ bat worker to assess the relevant building's internal spaces for evidence of bats. In the event that evidence is found and the local planning authority notified then all work shall cease immediately until measures including surveys, mitigation and/or licencing have been submitted to and agreed with the local planning authority to include as appropriate the installation of replacement roosts.

Reason: To safeguard bio-diversity interests and protected species.

#### **Supply and retention of Business Floorspace**

**49.** Up to a maximum of 2500sqm (GIA) of the approved Class E Business floorspace shall be used only for light industrial purposes falling within Class E(g) of the Town and Country Planning (Use Classes) Order 2020 or any other Order amending or re-enacting this Order.

Reason: To provide a supply of light industrial space on land designated as LSIS (Core Strategy Policy 1.2 and London Plan Policy E7).

**50.** Prior to occupation of the residential units within the relevant phase of the development hereby permitted, or in accordance with an alternative timetable that has been first submitted to and approved in writing by the Local Planning Authority, the light industrial element of the development shall be completed including the external facades and fitted out to shell and core standard in accordance with details to be first approved in writing by the Local Planning Authority. The details shall include minimum floor to ceiling height of 3.5m, fit out, minimum floor loading, external access and servicing areas.

Reason: To ensure satisfactory delivery of light industrial floorspace on the site (Core Strategy Policy 1.2 and Policy E7 of the London Plan).

#### **51. Inclusive Access**

A minimum of 10% of all new dwellings shall be constructed meet Building Regulations requirement M4(3) 'wheelchair user dwellings' (designed to be wheelchair accessible or easily adaptable for residents who are wheelchair users). All other new dwellings shall be constructed to meet Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and be permanently retained as such.

Reason: To comply with London Plan Policy D5.

#### **52. Digital Connectivity**

Unless an alternative 1GB capable connection is made available to all end users, all blocks shall be designed to ensure sufficient ducting space is provided for full fibre connectivity infrastructure to all end users within new development.

Reason: To comply with London Plan Policy SI6.

### **53. Community Uses**

A minimum of:

a. 313.8sqm (GIA) for use as a Day Nursery in Use Class F1  
and

b. 106.9sqm (GIA) for use as Community Space in Use Class F2  
of the Town and Country Planning (Use Classes) Order 2020 or any other  
Order amending or re-enacting this Order, shall be provided within the  
development and shall be maintained as such.

Reason: To ensure the maintenance of community floorspace in  
accordance with the application and the London Plan.

### **54. Water Usage**

The development shall be designed to achieve a water use target for  
individual residential properties of no more than 105 litres per person per day.

Reason: To ensure the sustainable use of water in accordance with the  
London Plan.

### **55. Residential occupancy of each Phase**

In relation to each Phase of the development hereby approved not to first  
occupy any residential unit in any Phase until in relation to that relevant Phase  
a Confirmatory Deed has been entered into pursuant to s106 of the Town and  
Country Planning Act 1990. Such Confirmatory Deed to be entered into  
between the local planning authority and the developer of the relevant Phase  
(and any other person with any legal or equitable interest in the said Phase  
required to be a party by the local planning authority in order that the said  
Confirmatory Deed is binding on all relevant interests in the Phase) in  
accordance with the provision of the legal agreement entered into pursuant to  
a s106 of the Town and Country Planning Act 1990 between Ealing Borough  
Council and Peabody Developments Limited dated xxxxxxxxxx 2022.

Reason: The planning permission has been granted subject to a s106  
agreement dated xxxxxxxx and at the time of this permission being issued the  
applicant is not able to bind all relevant parties and interests in the site to the  
terms of the planning obligations that it contains.

**DRAFT**

## Reference No. 215058FULR3

The following items are also brought to the applicant's attention:

### INFORMATIVES:

- 1 The decision to grant planning permission has been taken having regard to the policies and proposals in the Ealing Development (Core) Strategy 2012, the Ealing Development Management Development Plan Document 2013, the London Plan 2021, the National Planning Policy Framework 2021 and to all relevant material considerations including Supplementary Planning Guidance and the National Design Guide. The scheme complied with policy and guidance. The Local Planning Authority delivered the decision proactively in accordance with requirements of the National Planning Policy Framework.

National Planning Policy Framework 2021

National Model Design Code 2021

National Design Guide 2019

Historic England Tall Buildings Advice Note

London Plan, 2021

GG1 - Strong and inclusive communities

GG2 - Making Best use of land

GG3 - Creating a healthy city

GG4- Delivering the homes Londoners need

GG5 Growing a good economy

GG6 - Increasing efficiency and resilience

H1 - Increasing Housing Supply

H4 - Delivering Affordable Housing

H5 - Threshold Approach to Applications

H6 - Affordable Housing Tenure

H10 - Housing Size Mix

SD6 - Town Centres and High Streets

D1 - London's Form Character and Capacity for Growth

D2 - Infrastructure Requirements

D3 - Optimising Site Capacity

D4 - Delivering Good Design

D5 - Inclusive Design

D6 - Housing quality and standards

D7 - Accessible Housing

D8 - Public Realm

D9 - Tall buildings

D12 - Fire Safety

D13 - Agent of Change

D14 - Noise

E1 - Offices

E2 - Providing suitable business space

E3 - Affordable workspace  
E4 - Maintaining a Supply of Employment Land  
E6 - LSIS  
E7 - LSIS  
HC1 - Heritage Conservation  
HC5 - Supporting London's Culture and Creative industries  
HC6 - Supporting the night time economy  
G1 - Green infrastructure  
G4 - Open Space  
G5 - Urban Greening  
G6 - Biodiversity  
G7 - Trees  
S1 - Social Infrastructure  
S2 - Social Infrastructure  
S3 - Social Infrastructure  
SI 7 - Reducing Waste and Supporting the Circular Economy  
SI1 - Improving Air Quality  
SI3 - Energy Infrastructure  
SI4- Managing Heat Risk  
S15 - Water Infrastructure  
SI2 - Minimising CO2 emissions  
SI13 - Sustainable Drainage  
T2 - Healthy Streets  
T4 - Assessing and Mitigating Transport Effects  
T5 - Cycling  
T6 - Car Parking  
T6.1 - Residential Parking  
T6.2 Office parking  
T7 - Deliveries Servicing and Construction  
DF1 - Delivery of the Plan and Planning Obligations

London Plan Supplementary Planning Guidance  
Affordable Housing and Viability SPG (August 2017)  
Housing SPG (November 2016)  
Accessible London: achieving an inclusive  
environment Sustainable Design & Construction  
Shaping Neighbourhoods: Play and Informal Recreation  
Energy Assessment Guidance (2016)

Ealing Adopted Development (or Core) Strategy (April 2012)  
Chapter 1 - Vision for Ealing 2026  
1.1 Spatial Vision for Ealing  
1.2 Delivery of the Vision for Ealing 2026  
2.18 Green Infrastructure  
2.1 - Realising the potential of the Uxbridge Road/ Crossrail Corridor  
3.8 Residential Neighbourhoods  
Chapter 4 - Enhancing Residential Hinterlands and North - South Links  
5.2 Minimising Carbon Emissions  
5.4 Protect the Natural Environment  
5.5 Promoting Parks, Local Green Space and Addressing Deficiency

5.10 Urban Greening  
Chapter 6 - Ensuring Sustainable Delivery  
6.1 Physical Infrastructure  
6.2 Social Infrastructure  
6.3 Green Infrastructure  
6.4 Planning Obligations and Legal Agreements

Southall Opportunity Area Planning Framework (2014)  
Policy 4.7

Ealing Adopted Development Management Development Plan Document (December 2013):

Ealing Local Variation to London Plan Policy 3.4 Optimising Housing Potential  
Ealing Local Variation to London Plan Policy 3.5 Quality and Design of Housing Developments

Policy 3A Affordable Housing

Ealing Local Variation to London Plan Policy 5.2 Minimising Carbon Dioxide Emissions & 5.2.3. Post-construction energy equipment monitoring.

Ealing Local Variation to London Plan Policy 5.10 Urban Greening

Ealing Local Variation to London Plan Policy 5.11 Green Roofs and Development Site Environs

Ealing Local Variation to London Plan Policy 5.12 Flood Risk Management

Ealing Local Variation to London Plan Policy 5.21 Contaminated Land

Ealing Local Variation to London Plan Policy 6.13 Parking

Policy 7A Amenity

Ealing Local Variation to London Plan Policy 7.3 Designing Out Crime

Ealing Local Variation to London Plan Policy 7.4 Local Character

Policy 7B Design Amenity

Policy 7C - Heritage

Ealing Local Variation to London Plan Policy 7.7 Location and design of tall and large buildings

Policy 7D Open Space

EA Ealing Local Policy Presumption in Favour of Sustainable Development Sites DPD

SOU8 - The Green UB2

London Plan Supplementary Planning

Guidance The Green Southall SPD

Affordable Housing and Viability SPG

Housing SPG

Accessible London: achieving an inclusive environment Sustainable Design & Construction

Shaping Neighbourhoods: Play and Informal Recreation

Energy Assessment Guidance

Mayor's Sustainable Design & Construction SPG

2.5.36 (Best Practice) post-construction monitoring.

Ealing Supplementary Planning Documents/Interim

Guidance Sustainable Transport for New Development SPD

Planning New Garden Space SPD

Legal Agreements SPD  
Interim Guidance (SPG 3): Air Quality  
Interim Guidance (SPG 10): Noise and Vibration  
Ealing Strategic Housing Market Assessment Update

2. Demolition and construction works, audible beyond the boundary of the site shall only be carried on between the hours of 0800 - 1800hrs Mondays to Fridays and 0800 - 1300hrs on Saturdays and at no other times, including Sundays and Bank Holidays. No bonfires shall be lit on site.

BPM & mitigation measures can be found in the following guidance:

- i. 'Guidance on the Assessment of dust from demolition and construction', IAQM, February 2014
- ii. 'The control of dust and emissions from Construction and Demolition' Draft SPG, GLA, 2013
- iii. BS 5228-1:2009 - Code of practice for noise & vibration control on construction & open sites-Part 1: Noise

3. Prior to the commencement of any site works, all sensitive properties surrounding the site boundary shall be notified in writing of the nature and duration of works to be undertaken, and the name and address of a responsible person, to whom an enquiry/complaint should be directed. A minimum written period of 1 month would be required.

4. Dust mitigation and control of exhaust emissions from construction vehicles should comply with the Mayor's (GLA and London Councils) 'Best Practice Guidance' to control dust and emissions from construction.

5. The developer will be liable for the cost of any repairs to damage to the footway directly resulting from the construction work. It is recommended that a footway/carriage way condition survey is carried out prior to the start of construction work, in conjunction with the Highways Section.

6. To assist applicants in a positive manner, the Local Planning Authority has produced policies and written guidance, and offers and encourages a comprehensive pre-application advice service, all of which is available on the Council's website and outlined in a 24 hours automated telephone system.

7. Ground Investigation:

- a) Reference should be made at all stages to appropriate current guidance and codes of practice this would include:
  - The report of the findings must include:
    - A timetable of works and site management procedures.
    - (i) a survey of the extent, scale and nature of contamination;
    - (ii) an assessment of the potential risks to:
      - human health,
      - property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
      - adjoining land,
      - groundwater and surface waters,
      - ecological systems,



- o archaeological sites and ancient monuments
- o Model Procedures for the Management of Land Contamination, CLR 11, Environment Agency, 2004
- o Updated technical background to the CLEA model, Science Report: SC050021/SR3, Environment Agency, 2009
- o LQM/CIEH Generic Assessment criteria for Human Health Risk Assessment (2nd Edition), 2009
- o BS10175:2011 Investigation of potentially contaminated sites - Code of Practice
- o Secondary Model Procedure for the Development of Appropriate Soil Sampling Strategies for Land Contamination; Environment Agency, 2001
- o 'Verification of Remediation of Land Contamination', Report: SC030114/R1, Environment Agency, 2010
- o National Planning Policy Framework (Paragraph 109, 120, 121);
- o Guidance for the safe development of housing on land affected by contamination, NHBC & Environment Agency, 2008
- b) Clear site maps should be included in the reports showing previous and future layouts of the site, potential sources of contamination, the locations of all sampling points, the pattern of contamination on site, and to illustrate the remediation strategy.
- c) All raw data should be provided in a form that can be easily audited and assessed by the council.(e.g. trial pit logs and complete laboratory analysis reports)
- d) on-site monitoring for ground gases with any relevant laboratory gas analysis; 'Good practice on the testing and verification of protection systems for buildings against hazardous ground gases, (C735), CIRIA, August 2014
- e) Details as to reasoning, how conclusions were arrived at and an explanation of the decisions made must be included. (e.g. the reasons for the choice of sampling locations and depths).

#### 8. Noise:

- a) SPG10 requires that acoustic measurements are carried out and that precise calculations are made for the building envelope insulation. In calculating the minimum sound reductions the following is required:
  - o A precise sound insulation calculation under the method given at BS EN12354-3: 2000, for the various building envelopes, using the worst case one hour data (octave band linear noise spectra from 63 Hz - 4k Hz) by night and day, to arrive at the minimum sound reductions necessary to meet the
  - o Approved laboratory sound insulation test certificates for the chosen windows, including frames and seals and also for ventilators, in accordance with BS EN ISO 140-3: 1995 & BS EN ISO 10140-2:2010, to verify the minimum sound reductions calculated.
  - o Compliance with the internal and external criteria set at SPG10

- 9. Ground Water discharge - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the

boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.

10. A ground water risk management permit from Thames Water will be required for discharging ground water into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing [wwqriskmanagement@thameswater.co.uk](mailto:wwqriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).
11. Legal changes under the water Industry (Scheme for the adoption of private sewers) regulations 2011 mean that the sections of pipes you share with neighbours, or are situated outside of your property boundary which connect to a public sewer are likely to have transferred to Thames Water's ownership. Should your proposed building work fall within 3 metres of these pipes we recommend that you contact Thames Water to discuss their status in more detail and to determine if a building over/near to agreement is required. You can contact Thames Water on 0800 009 3921 or for more information please visit the Thames Water website at [www.thameswater.co.uk](http://www.thameswater.co.uk)
12. The Mayor's Community Infrastructure Levy (CIL) was adopted on 01/04/2012. This has introduced a charging system within Ealing of £60 per sqm of gross internal area to be paid to the GLA.
13. The developer is advised that should any external plant be installed the rating noise level emitted from the proposed external plant and machinery at the proposed development, as assessed under BS4142: 1997, shall be lower than the existing background noise level by at least 5 dBA as measured at 3.5 m from the nearest ground floor sensitive facade and 1m from upper floor noise sensitive facades, during the relevant periods of operation.

#### Network Rail

14. The developer must ensure that their proposal, both during construction and after completion does not:
  - o encroach onto Network Rail land
  - o affect the safety, operation or integrity of the company's railway and its infrastructure
  - o undermine its support zone
  - o damage the company's infrastructure
  - o place additional load on cuttings
  - o adversely affect any railway land or structure
  - o over-sail or encroach upon the air-space of any Network Rail land
  - o cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the futureNetwork Rail strongly recommends the developer complies with the following comments and requirements to maintain the safe operation of the railway and protect Network Rail's infrastructure.

### Future maintenance

The applicant must ensure that any construction and subsequent maintenance can be carried out to any proposed buildings or structures without adversely affecting the safety of/or encroaching upon Network Rail's adjacent land and air-space. Therefore, any buildings are required to be situated at least 2 metres (3m for overhead lines and third rail) from Network Rail's boundary.

This requirement will allow for the construction and future maintenance of a building without the need to access the operational railway environment. Any less than 2m (3m for overhead lines and third rail) and there is a strong possibility that the applicant (and any future resident) will need to utilise Network Rail land and air-space to facilitate works as well as adversely impact upon Network Rail's maintenance teams' ability to maintain our boundary fencing and boundary treatments. Access to Network Rail's land may not always be granted and if granted may be subject to railway site safety requirements and special provisions with all associated railway costs charged to the applicant.

As mentioned above, any works within Network Rail's land would need approval from the Network Rail Asset Protection Engineer. This request should be submitted at least 20 weeks before any works are due to commence on site and the applicant is liable for all associated costs (e.g. a l l possession, site safety, asset protection presence costs). However, Network Rail is not required to grant permission for any third-party access to its land.

### Plant & Materials

All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no plant or materials are capable of falling within 3.0m of the boundary with Network Rail.

### Drainage

Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains except by agreement with Network Rail. Suitable drainage or other works must be provided and maintained by the Developer to prevent surface water flows or run-off onto Network Rail's property. Proper provision must be made to accept and continue drainage discharging from Network Rail's property; full details to be submitted for approval to the Network Rail Asset Protection Engineer. Suitable foul drainage must be provided separate from Network Rail's existing drainage. Soakaways, as a means of storm/surface water disposal must not be constructed within 20 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property. After the completion and occupation of the development, any new or exacerbated problems attributable to the new development shall be investigated and remedied at the applicants' expense.

### Scaffolding

Any scaffold which is to be constructed within 10 metres of the railway boundary fence must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffold must be installed. The applicant/applicant's contractor must consider if they can

undertake the works and associated scaffold/access for working at height within the footprint of their property boundary.

#### Piling

Where vibro-compaction/displacement piling plant is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Network Rail's Asset Protection Engineer prior to the commencement of works and the works shall only be carried out in accordance with the approved method statement.

#### Fencing

In view of the nature of the development, it is essential that the developer provide (at their own expense) and thereafter maintain a substantial, trespass proof fence along the development side of the existing boundary fence, to a minimum height of 1.8 metres. The 1.8m fencing should be adjacent to the railway boundary and the developer/applicant should make provision for its future maintenance and renewal without encroachment upon Network Rail land. Network Rail's existing fencing / wall must not be removed or damaged and at no point during or post construction should the foundations of the fencing or wall or any embankment therein, be damaged, undermined or compromised in any way. Any vegetation within Network Rail's land boundary must not be disturbed. Any fencing installed by the applicant must not prevent Network Rail from maintaining its own fencing/boundary treatment.

#### Lighting

Any lighting associated with the development (including vehicle lights) must not interfere with the sighting of signalling apparatus and/or train drivers' vision on approaching trains. The location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway. The developers should obtain Network Rail's Asset Protection Engineer's approval of their detailed proposals regarding lighting.

#### Noise and Vibration

The potential for any noise/vibration impacts caused by the proximity between the proposed development and any existing railway must be assessed in the context of the National Planning Policy Framework which hold relevant national guidance information. The current level of usage may be subject to change at any time without notification including increased frequency of trains, night time train running and heavy freight trains.

#### Vehicle Incursion

Where a proposal calls for hard standing area/parking of vehicles area near the boundary with the operational railway, Network Rail would recommend the installation of a highways approved vehicle incursion barrier or high kerbs to prevent vehicles accidentally driving or rolling onto the railway or damaging lineside fencing.

#### Landscaping

Any trees/shrubs to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be

planted adjacent to the railway boundary as the species will contribute to leaf fall which will have a detrimental effect on the safety and operation of the railway. Network Rail wish to be involved in the approval of any landscaping scheme adjacent to the railway. Any hedge planted adjacent to Network Rail's boundary fencing for screening purposes should be so placed that when fully grown it does not damage the fencing or provide a means of scaling it. No hedge should prevent Network Rail from maintaining its boundary fencing. If required, Network Rail's Asset Protection team are able to provide more details on which trees/shrubs are permitted within close proximity to the railway.

#### Existing Rights

The applicant must identify and comply with all existing rights on the land. Network Rail request all existing rights, covenants and easements are retained unless agreed otherwise with Network Rail.

If you would like to discuss any of the above, please contact your local Network Rail's Asset Protection team:

Anglia: [AssetProtectionAnglia@Networkrail.co.uk](mailto:AssetProtectionAnglia@Networkrail.co.uk)

Kent and Sussex: [AssetProtectionLondonSouthEast@NetworkRail.co.uk](mailto:AssetProtectionLondonSouthEast@NetworkRail.co.uk)

Wessex: [AssetProtectionWessex@NetworkRail.co.uk](mailto:AssetProtectionWessex@NetworkRail.co.uk)

To identify your route, please use the link:

<https://www.networkrail.co.uk/running-the-railway/our-routes>

#### Secured by Design

15. The applicant's attention is drawn to the letter of 9th September 2021 from the Metropolitan Police Design Out Crime Office (Met Reference NW6199) requesting that the development must achieve Secured by Design accreditation.

#### Non-Road Mobile Machinery

All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/user-nrmm/register>

#### Energy and CO2 informative

16. In April 2019 Ealing Council passed a motion declaring a Climate Emergency with a commitment to draw up and implement policies that will achieve a target of net zero emissions by 2030.  
The provision of sustainable development is a key principle of the National Planning Policy Framework which requires the planning process to support the transition to a low carbon future. Policies 5.2 and 5.3 of the London Plan require submission of energy and sustainability strategies showing how the heating and cooling requirements of the development have been selected in accordance with the Mayor's energy hierarchy.

In particular, policy 5.2 that requires new major development to meet zero-carbon standards with at least a 35% CO2 reduction beyond Building Regulations Part L 2013 (or any later version) being achieved onsite. Any shortfall will be met through a S106 carbon offset contribution.

Policy 5.2 is to be replaced by Policy SI2 in the Publication London Plan, which adds a fourth layer to the energy hierarchy which requires development to monitor, verify and report on energy performance in operation. This policy is reflected in Ealing Council's 2013 DPD policy E5.2.3 which requires the post-construction monitoring of renewable/low-carbon energy equipment.

Publication London Plan policy SI3 (Energy Infrastructure) recognises that combined heat and power (CHP) may have negative effects on London's air quality. The policy also recognises that because the carbon intensity of grid electricity is steadily dropping due to the increasing use of marine wind turbines, electric air-source-heat-pumps are a better carbon reduction option than gas fired CHP.

In addition, London Plan policy 5.7 (5.42) states that there is a presumption that all major development proposals will seek to reduce carbon dioxide emissions by at least 20% through the use of on-site renewable energy generation wherever feasible. Section 11.2 of the GLA (2018) Energy Assessment Guidance expects all major development proposals to maximise on-site renewable energy generation regardless of whether a 35% target has already been met.

#### EA Drainage

1. 17. Please note, for any temporary/permanent works, the Technical Approval process applies to the design of all structures located over, under or adjacent to the public highway. The term "design" shall include the assessment, strengthening, alteration or repair of existing structures. The developer shall apply for approval before commencement of project by making an initial application in advance of starting on site - submit Approval in Principle form for review and approval. This is followed by submission of Design and Check Certificates for acceptance at detailed design stage.
2. All risks to groundwater and surface waters from contamination need to be identified so that appropriate remedial action can be taken. Reports and Risk Assessments should be prepared in line with The Environment Agency's approach to groundwater protection February 2018 Version 1.2 (previously GP3) and the Land Contamination: Risk Management guidance provided on .GOV that has been developed based on the principals defined in the CLR11 (Model Procedures for the Management of Land Contamination).
3. Site Specific Ground Investigations must be clearly presented with accompanying engineering drawings and borehole scan results.

Borehole Investigation - A site specific intrusive investigation entailing a ground investigation undertaken by a chartered engineer/geologist to establish the ground conditions, groundwater levels, surface and groundwater flow, infiltration/soakage tests to BRE365. Variations in ground conditions can occur within relative close proximity therefore the borehole

investigation should be undertaken at various locations spread across the site (larger site).

#### Thames Water

18. The proposed development is located within 15m of a strategic water main. Thames Water request that the following condition be added to any planning permission. Please read our guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

The proposed development is located within 15m of our underground water assets and as such we would like the following informative attached to any approval granted. The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: [developer.services@thameswater.co.uk](mailto:developer.services@thameswater.co.uk)

Following initial investigations, Thames Water has identified an inability of the existing water network infrastructure to accommodate the needs of this development proposal. Thames Water have contacted the developer in an attempt to agree a position on water networks but have been unable to do so in the time available and as such Thames Water request that the following condition be added to any planning permission. No properties shall be occupied until confirmation has been provided that either:- all water network upgrades required to accommodate the additional flows to serve the development have been completed; or - a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan. Reason - The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development" The developer can request information to support the discharge of this condition by visiting the Thames Water website at [thameswater.co.uk/preplanning](https://thameswater.co.uk/preplanning). Should the Local Planning Authority consider the above recommendation inappropriate or are unable to include it in the decision notice, it is important that the Local Planning Authority liaises with Thames Water Development Planning Department (telephone 0203 577 9998) prior to the planning application approval.

The magnitude of this development is such that significant water network and treatment infrastructure upgrades will be required to accommodate the development. Thames Water request that the following condition be added to any planning permission. Development here by approved shall not commence until an integrated water management strategy detailing, what infrastructure is required, where it is required, when it is required (phasing) and how it will be delivered, has been submitted to and approved by, the local planning authority in consultation with the water undertaker. The development shall be occupied in line with the recommendations of the strategy. Reason - The development may lead to no water and or significant environment impacts an Integrated water management strategy is required to ensure that sufficient capacity is made available to cater for the new development; and in order to avoid adverse environmental impact upon the community. Note: In relation to this water condition, Thames Water would be open to a definition of 'the commencement of development' not including certain items such as site clearance, site set up/compound. Alternatively it may be appropriate to link the implementation to a clearly defined phase of the development. The developer can request information to support the discharge of this condition by visiting the Thames Water website at [thameswater.co.uk/preplanning](http://thameswater.co.uk/preplanning). Should the Local Planning Authority consider the above recommendation inappropriate or are unable to include it in the decision notice, it is important that the Local Planning Authority liaises with Thames Water Development Planning Department (telephone 0203 577 9998) prior to the planning application.



## Reference No. 215058FULR3

### Notes

**If you are not the applicant, please make sure that these notes are drawn to his/her attention.**

Please note that this decision DOES NOT imply any consent, which may be required under the **Building Regulations** or under any enactment or provision other than Section 57 of the **Town and Country Planning Act 1990**. Nor does it override any private rights which any person may have relating to the land affected by this decision, including the provisions of the **Party Wall etc. Act 1996**.

### **Rights of Applicants Aggrieved by Decisions of the Local Planning Authority**

#### **1. Appeals to the Secretary of State**

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development, or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment, Transport and the Regions, 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 **six months of the date of this notice**.

Appeals must be made using a form which you can get from the Planning Inspectorate using a form which can be downloaded from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at <https://www.gov.uk/appeal-planning-inspectorate>.

The Secretary of State can allow a longer period for the giving of a notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted 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.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

#### **2. Purchase Notices**

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and the Regions refuse permission to develop land, or grants it subject to conditions, whether by the local planning authority or the Secretary of State, the owner may claim that he can neither put the land to reasonably beneficial use in its existing state nor can he render the land capable of 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 London Borough of Ealing. This notice will require the Council to purchase his interest in the

land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

### **3. Compensation**

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 or on reference of the application to him. These circumstances are set out in Section 114 of the Town and Country Planning Act 1990.

**DRAFT**

**ANNEX 4**

**FORM OF CONFIRMATORY DEED**

DATED 20[ ]

(1) THE COUNCIL OF THE LONDON BOROUGH OF EALING

(2) [[INCOMING] DEVELOPER]

-----  
**CONFIRMATORY DEED**

**Relating to the redevelopment of land [known as The Green]**

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended), Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011

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**THIS CONFIRMATORY DEED** is made the [DATE] of 20[ ]

**BETWEEN**

(1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall Ealing, London, W5 2BY ("the Council") of the first part; and

(2) **[INCOMING DEVELOPER]**("the Owner") of the second part and its successors

**WHEREAS:**

- (a) This Confirmatory Deed relates to the Property referred to and defined within the Principal Agreement and which is shown edged red on the plan ("Plan 1") attached to this Confirmatory Deed (and referred to herein as "the Property").
- (b) On [X] 20[XX] the parties entered into the Principal Agreement (as defined within this Confirmatory Deed).
- (c) The Council is the local planning authority and highway authority for the area within which the Property is situated and the authority by whom the obligations contained in the Principal Agreement (in so far as they are relevant and applicable to the Relevant Interests and related Development in accordance with the Planning Permission) and this Confirmatory Deed is intended to be made enforceable by the Council against the Owner and to be binding in respect of the Owner's Relevant Interests in the Property in accordance with this Confirmatory Deed and the Principal Agreement.
- (d) This Confirmatory Deed is required pursuant to Clause 6.2 of the Principal Agreement to enable the Development of the Property to be carried out and is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Principal Agreement (insofar as relevant and applicable to the Relevant Interests and their related development in accordance with the Planning Permission) are binding on the Owner and the Property.

**1. INTERPRETATION**

- 1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the Principal Agreement.

- 1.2 For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:

**“Principal Agreement”** means the agreement dated [X] between The Council of the London Borough of Ealing and Peabody Developments Limited and entered into pursuant to section 106 of the Act.

**“Relevant Interests”** means the Owner’s interests in the land forming part of the Property detailed in the Schedule hereto and a **“Relevant Interest”** shall be construed accordingly

## **2. OPERATION OF THIS CONFIRMATORY DEED**

- 2.1 This Confirmatory Deed is supplemental to the Principal Deed and is made pursuant to Section 106 of the Act.
- 2.2 The obligations, covenants and undertakings contained in this Confirmatory Deed given to the Council are planning obligations for the purpose of section 106 of the Act and are enforceable by the Council against the Relevant Interests.
- 2.3 This Confirmatory Deed is executed by the Owner so as to bind and subject its Relevant Interests in the Property (as detailed in the Schedule hereto) to the obligations, covenants, agreements and other provisions contained in the Principal Agreement (insofar as relevant and applicable to the Development of the Relevant Interests in accordance with the Planning Permission) and the Owner agrees that from the date hereof the obligations, covenants and undertakings in the Principal Agreement given to the Council shall be binding on the Relevant Interests pursuant to section 106 of the Act as if the said obligations, covenants and undertakings in the Principal Agreement were set out herein in full with the intent that, subject to Clause 5 (Release) below, the said obligations, covenants and undertakings shall be enforceable by the Council not only against the Owner but against any successors in title to it as if the Owner had been an original covenanting part in respect of the Relevant Interests when the Principal Agreement was entered into.
- 2.4 The Council covenants with the Owner in respect of the Relevant Interests in the Property to perform the obligations, covenants, undertakings on their part (in its capacity as the local planning authority and highway authority) contained in the Principal Agreement.

## **3. THE OWNER’S OBLIGATIONS**

- 3.1 The Owner hereby covenants agrees and undertakes (for itself and its successors in title to the Relevant Interests) that its Relevant Interests in the Property shall henceforth be bound by the obligations, covenants, agreements and other provisions contained in the Principal Agreement and expressed as being obligations of (or covenants or agreements made by) the “Owner” insofar as the terms and obligations, covenants, agreements and other provisions remain to be complied with in accordance with the Principal Agreement which are expressed to bind the whole or any part of the Property which includes a Relevant Interest. For the avoidance of any doubt, any references in the Principal Agreement to the “Owner” shall be read to the extent required under this Confirmatory Deed as including references to the Owner as successor in title to the Relevant Interests in the Property.

## **4. REGISTRATION**

- 4.1 This Confirmatory Deed is registerable by the Council as a local land charge.

4.2 After all the obligations set out in the Principal Agreement have been performed or otherwise discharged in relation to the Relevant Interests the Council will apply for the removal of the entries relating to this Confirmatory Deed against the relevant part of the Property.

5. **RELEASE**

5.1 The Owner will upon disposing of the whole or part of the Relevant Interests be released from all obligations and covenants under this Confirmatory Deed and/or Principal Agreement in relation to the Relevant Interests or the relevant part thereof (as the case may be) but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.

**IN WITNESS** whereof the parties have executed this Deed and delivered it on the day and the year first above written.

THE COMMON SEAL OF )

Was hereunto affixed in the presence of )

Authorised Signatory )

The Owner [attestation clause]

**Schedule Relevant Interests**

Title Number	Leasehold Title	Land being	Registered Proprietor	Registered Charge

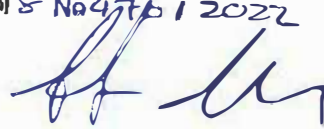
**IN WITNESS WHEREOF** the parties hereto have executed this Deed the day and year first before written

The Common Seal of **THE COUNCIL OF THE LONDON BOROUGH OF EALING (as Council)** was hereto affixed in the presence of:



Authorised Signatory

LBE SEAL BOOK  
Vol 8 No 4761 2022



The Common Seal of **THE COUNCIL OF THE LONDON BOROUGH OF EALING (as Owner)** was hereto affixed in the presence of:

Authorised Signatory

LBE SEAL BOOK  
Vol 8 No 4761 2022





EXECUTED as a DEED by **WINCKWORTH  
SHERWOOD LLP** acting by  
, a member as its duly authorised attorney for  
and on behalf of **PEABODY DEVELOPMENTS  
LIMITED** pursuant to a power of attorney dated  
29 July 2022

In the presence of:

Witness Signature:

Print Witness Name:

Witness Address:

Witness Occupation:

