



Planning Obligation by Deed under Section 106 of the Town and Country Planning Act 1990 and other powers

The Greater London Authority

and

Origin Housing Developments Limited

and

Raymond Thomas Deller and Joyce Margaret Deller

and

The Mayor and Burgesses of the London Borough of
Harrow

in relation to land at 5-11 and 37-41 Palmerston
Road and 27-33 Masons Avenue and land
adjacent to 47 Masons Avenue, Harrow

16 August 2019

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BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, London SE1 2AA (the "**GLA**"); and
- (2) **ORIGIN HOUSING DEVELOPMENTS LIMITED** (Company Registration Number 07643985) whose registered office is at St Richards House, 110 Eversholt Street, London NW1 1BS ("the **Developer**"); and
- (3) **RAYMOND THOMAS DELLER and JOYCE MARGARET DELLER** both of 13 Beech Avenue, Radlett WD7 7DD ("**Deller**"); and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of Civic Centre Station Road Harrow Middlesex HA1 2UH ("**Harrow**").

RECITALS:

- (A) The Developer is the registered proprietor of the freehold interest in that part of the Land under HM Land Registry Title Numbers NGL569853 and NGL553211 and MX428119 and 17245 and MX383995 and as shown edged and shaded in red on Plan 11 ("**Site B**").
- (B) Deller is the registered proprietor of the freehold interest in that part of the Land under HM Land Registry Title Numbers NGL671246 and MX130228 and MX130231 and MX130229 and AGL314741 and MX280901 and as shown edged and shaded in green on Plan 11 ("**Site C**").
- (C) Harrow in its capacity as landowner is the registered proprietor of the freehold interest of Site A.
- (D) The Developer has submitted the Application. By a letter made under section 2A of the 1990 Act and dated 9 January 2017 the Mayor of London directed that he will act as the local planning authority for the purposes of determining the Application.
- (E) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed in its capacity as the local planning authority having recovered the Application on behalf of the Mayor of London.
- (F) The Council is not the local planning authority for the purpose of this Agreement and the grant of the Permission and is entering into this Agreement in its capacity as landowner of Site A although the Council remains a local planning authority under the 1990 Act and the local highway authority for the purposes of the 1980 Act for the area within which the Land is situated and once the Permission has been granted both the Council and the GLA are empowered to discharge and enforce the obligations contained in this Deed.
- (G) Having regard to the provisions of the development plan (as defined in section 38 of the Planning and Compulsory Purchase Act 2004) and the planning considerations affecting the Land, the GLA on behalf of the Mayor of London considers that in the interests of proper planning the Development ought only be permitted to be carried out on the Land subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.
- (H) The GLA confirms that it has consulted with the Council as to the terms of this Deed in accordance with section 2E of the 1990 Act.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Deed the following expressions shall have the following meanings:

"1980 Act" means the Highways Act 1980 (as amended);

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

"AAP Site 6" means the area designated as AAP Site 6 in the Harrow and Wealdstone Area Action Plan dated July 2013 excluding the Land;

"AAP Site 6 Route" means a route from the On-Site Energy Centre to the boundary of the Land as shown in pink on Plan 8 and labelled Primary DHN Route;

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with schedule 3 of this Deed detailing the Additional Affordable Housing Units to be provided (if required) and which:

- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s) (having applied Formula 2) SAVE THAT the number of Open Market Housing Units converted to Additional London Affordable Rented Housing Units shall not exceed 43 Habitable Rooms;
- (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;
- (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 7.7 of schedule 3 applies;
- (e) ensures that the Additional Affordable Housing Units are spread across the Development appropriately;
- (f) ensures that at least 10 per cent of the Additional Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (g) provides details (including 1:50 floor plans) of the proposed wheelchair accessible Additional Affordable Housing Units;
- (h) confirms which London Shared Ownership Housing is to be converted into London Affordable Rented Housing (having applied Formula 2);

"Additional Affordable Housing Units" means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 8 of schedule 3;

"Affordable Housing" 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 (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

"Affordable Housing Provider" means:

- (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
- (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 Tenure Split" means as follows:

Unit type	London Affordable Rented Housing	London Shared Ownership Housing
One-bedroom/ two-people	3	21
Two- bedroom/three- people	12	16
Two- bedroom/four- people	1	14
Three- bedroom/five- people	6	1
Total	22	52

"Affordable Housing Units" means the 74 Residential Units to be provided as Affordable Housing in accordance with the Affordable Housing Tenure Split and shown on Plan 9 and **"Affordable Housing Unit"** shall be construed accordingly;

"Application" means the application for detailed planning permission to the Council for the Development on the Land and validated by the Council on 17 May 2016 and allocated reference number P/1619/16;

"Architect" means Moss Architecture;

"Average Intermediate Housing Value" means the average value of London Shared Ownership Housing floorspace at the Development per square metre at the relevant Review Date;

"Average Low Cost Rent Housing Value" means the average value of London Affordable Rented Housing floorspace at the Development per square metre at the Review Date;

"Average Open Market Housing Value" means the average value of Open Market Housing Unit floorspace 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 Owner;

"Basement" means the basement in the location shown outlined red on Plan 4;

"BCIS Index" means the Building Cost Information Service and the All Construction Tender Price Index (or any replacement index or even alternative index as the Council may determine);

"BCIS Indexation" means indexation by reference to BCIS Index;

"Blue Badge Holder" means the holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation;

"Block A" means the block comprised within the Development identified as "Block A" on Plan 2;

"Block B" means the block comprised within the Development identified as "Block B" on Plan 2;

"Block D" means the block comprised within the Development identified as "Block D" on Plan 2;

"Block D (East)" means the block comprised within the Development identified as "Block D (East)" on Plan 7;

"Block D (East) Notice" means a notice served upon the Owner pursuant to paragraph 2.1(d) of schedule 10 that:

- (a) sets out the Flyover Works that are programmed to take place;
- (b) sets out the reasons why Block D (East) is required to be removed and why alternatives to removal are not feasible or reasonably practicable; and
- (c) specifies a programme for the Flyover Works which includes the period of time for which Block D (East) is required to be removed;

"Borough" means the administrative area of the London Borough of Harrow;

"Build Costs" means the build costs comprising construction of the Development attributable to the Open Market Housing Units supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent;

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;

"Car Club" means a car hiring club which Occupiers of the Development may join and which allows members to hire a car made available by the Car Club Operator from the Car Club Parking Space;

"Car Club Operator" means the operator of the Car Club being a company accredited by Carplus;

"Car Club Parking Space" means the car parking space to be provided on Masons Avenue in a location to be agreed with the Council and to be used for the sole purpose of parking a Car Club car;

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

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;

"Chargee" means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional 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;

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

"Commencement Date" means the date on which the Permission is Implemented in respect of the Land but for the purpose of this Deed excluding the following:

- (a) demolition works;
- (b) excavation;
- (c) archaeological works;
- (d) site surveys;
- (e) site preparation;
- (f) environmental preparatory works;
- (g) the erection of fencing to enclose the Development or any part of the Development;
- (h) laying of or provision of any services and/or services diversion works on or under the Development or any part of the Development;
- (i) the laying out of roads for construction purposes;
- (j) the erection of site buildings for construction purposes;
- (k) contamination tests;
- (l) remediation or trial pits; and

(m) works of decontamination remediation;

and **"Commencement"**, **"Commenced"** or **"Commence"** shall be construed accordingly and where used by reference to any part of the Development shall refer to the relevant act for that part;

"Commercial Unit" means any unit within or reconfigured from the following classes comprised in the Development: Classes A1, B1, D1 or D2 as defined by the Use Classes Order;

"Construction Period" means the period from the carrying out of the first Material Operation to the Practical Completion of the Development or relevant part thereof;

"Council" means the London Borough of Harrow in its capacity as local planning authority for the area in which the Land is situated;

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under paragraph 4.2 of schedule 3, the later of:

- (a) in respect of service to the Council either (A) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre, Station Road, Harrow, Middlesex HA1 2UH during 9 a.m. - 4:30 p.m., the date on which the Default Notice is so delivered or (B) in the case of service by using first class registered post to the Council's offices at PO Box 2, Civic Centre, Station Road, Harrow, Middlesex HA1 2UH, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise); and
- (b) in respect of service to the GLA either (A) in the case of service by delivery by hand to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered to both offices or (B) in the case of service by using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning), the Second Working Day after the date on which the Default Notice is posted to both offices (by being placed in a post box or being collected by or delivered to royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to both offices (by Royal Mail proof delivery or otherwise);

"Default Notice" means a notice in writing served on the GLA and the Council by the Chargee under paragraph 4.2 of schedule 3 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

"Design Strategy" means a written strategy setting out the measures to be adopted by the Owner to ensure that the quality of the design architecture and finish of the Development are preserved and consistent throughout the Construction Period of the Development;

"Development" means redevelopment of the Land pursuant to the Permission to provide 186 residential units (use class C3), 1,165 sqm office floorspace (use class B1) and 695 sqm flexible commercial and community floorspace (use class A1 B1 D1 D2) in buildings

between one and 17 storeys in height; the Basement to provide car parking and cycle parking spaces, one vehicle access from Palmerston Road and one vehicle access from Masons Avenue refuse storage entrance gates public realm and landscaping photo-voltaic panels demolition of existing buildings;

"Development Viability Information" means the information required by Formula 1a 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 Intermediate Housing Value;

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

"DHN Route" means the route agreed pursuant to paragraph 2 of schedule 4 (Decentralised Heating Network) to enable the Development to be connected to any future District Heating Network;

"District Heating Network" means a decentralised energy network providing low carbon energy heating electricity and hot water in the locality of the Land;

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

"Employment and Training Contribution" means the sum of three thousand five hundred pounds (£3,500) to be spent by the Council towards the provision of local employment and training programmes;

"Employment and Training Strategy" means a plan in writing setting out measures to facilitate the provision of training and employment opportunities at and within the Development for residents from the Council's administrative area throughout the life of the Development the nature and extent of which shall be agreed jointly by the Council and the Owner to include (but shall not be limited to):

- (a) employment and training initiatives and opportunities relating to the construction of the Development and details of sector delivery;
- (b) initiatives to work with new employees and employers including jobs brokerage and the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcomes;
- (c) a target for the minimum number of apprentices and local residents to be employed on the Development by or through local recruitment agencies or such other recruitment agencies or job centres as the Council acting reasonably considers appropriate;
- (d) a target for the minimum number of black Asian and minority ethnic workers and women workers to be employed on the Development by or through local recruitment agencies or such other recruitment agencies or job centres as the Council acting reasonably considers appropriate;

- (e) the timings and arrangements for implementation of such initiatives; and
- (f) suitable mechanisms for monitoring the effectiveness of such initiatives;

"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 at the Review Date based on detailed comparable market evidence 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;

"External Consultant" means the external consultant(s) appointed by the Council and the GLA to assess the information submitted pursuant to paragraph 7 of schedule 3;

"Flexible Workspace Contribution" means the sum of £500,000 to be used by the Council towards the provision of flexible and/or co-working office space within the Council's administrative area;

"Flexible Workspace Management Plan" means a plan in writing setting out how the Office Floorspace within Block D will be managed (see (a) below) and what services etc will be offered to the occupiers of the Office Floorspace within Block D (see (b) below);

- (a) Proposed content for Flexible Workspace Management Plan for the building:
 - (i) The dimension size and number of units available;
 - (ii) Aims and objectives;
 - (iii) Operational and facility management and the services to be made available to occupiers; and
 - (iv) Proposals to provide co-working space to ensure the efficient use of the Office Floorspace within Block D;
- (b) Proposed consent of Flexible Workspace Management Plan for business:
 - (i) The Owner to seek Council input into a site specific and innovative marketing action plan for the Office Floorspace within Block D;
 - (ii) The marketing action plan to include:
 - (A) Services; and

- (B) Co-working space to ensure the efficient use of the Office Floorspace within Block D;
- (iii) Proposals to manage and provide the Office Floorspace within Block D on a flexible/co-working basis; and
- (iv) Proposals to appoint a specialist operator/manager to manage and provide the Office Floorspace within Block D;

"Flyover" means the bridge and structure supporting the A409 located within and in the vicinity of the Land;

"Flyover Works" means any maintenance or renewal works required to be carried out to the Flyover;

"Flood Risk Strategy" means a written strategy setting out how the Owner intends to ensure the void space underneath Block D (East) remains clear of debris for the life of the Development to include (but not be limited to) timings and arrangements for the visual inspection of the void space and arrangements for the clearance of debris from the void space;

"Formula 1a" means the formula identified as "Formula 1a" within the Annex 1 to schedule 3;

"Formula 2" means the formula identified as "Formula 2" within the Annex 1 to schedule 3;

"Framework Travel Plan" means the overarching travel plan submitted by the Developer to the Council as part of the Application;

"GLA" means the Greater London Authority or any successor body to its functions;

"Habitable Room" means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room and a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall;

"Highways Works" means the works set out in schedule 6 and shown for illustrative purposes only on Plan 3;

"Household" means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the residence of both A and such other persons;

"Household Income" means:

- (a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household; and
- (b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers' Household;

"Implementation Date" means the date on which a Material Operation is first carried out in respect of the Development and **"Implement"**, **"Implemented"** and **"Implementation"** shall be construed accordingly;

"Intention Notice" means a notice in writing served on the Chargee under paragraph 4.3 of schedule 3 that the Council or the GLA (or a substitute Affordable Housing Provider nominated by the Council or the GLA) is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

"Interest" means interest at the rate of four percentage points per annum above the Bank of England base rate in force from time to time from the date that the payment became due until the date of payment;

"Land" means Sites A B and C as shown edged in red on Plan 1;

"Loading Bays" means the two loading bays: one to be located on Palmerston Road and one on Masons Avenue in locations to be agreed with the Council (potential locations are illustrated on Plan 3 but these are not definitive);

"Loading Bays Fee" means the sum of two thousand pounds (£2,000) to be paid to the Council by the Owner pursuant to the Section 278 Agreement to be applied by the Council in connection with the traffic management orders required to deliver the Loading Bays;

"Local Business" means any business, trade, service, profession or industry whose established place of business is within the Borough;

"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, up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance;

"London Affordable Rented Housing Units" means the 22 Affordable Housing Units as shown on Plan 10 comprising 69 Habitable Rooms to be made available for London Affordable Rented Housing in accordance with schedule 3 of this Deed;

"London Plan" means the London Plan published in March 2016 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 average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and

(b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent of the relevant annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:

- (i) one-bedroom: £40,000;
- (ii) two-bedroom: £50,000; and
- (iii) three-bedroom: £59,000;

and **"London Shared Ownership Lease"** and **"London Shared Ownership Lessee"** shall be construed accordingly;

"London Shared Ownership Housing Units" means the 52 Affordable Housing Units as identified on Plan 9 comprising 136 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with schedule 3 of this Deed;

"Material Operation" means material operation comprised in the Development as defined by Section 56(2) and (4) of the 1990 Act;

"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;

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under paragraph 4.2 of schedule 3, the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council);

"Nominations Agreement" means the agreement relating to the nomination rights of the Council in respect of the Affordable Housing Units and any Additional Affordable Housing Units to be entered into between the Affordable Housing Provider and the Council prior to Occupation of the Affordable Housing Units in a reasonable form to be agreed between the Owner and the Council;

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

"Office Floorspace" means the floorspace comprised in the Development to be provided for Class B1 use as defined in the Use Classes Order;

"On-Site Energy Centre" means the on-site energy centre in which a CHP will be installed to be located in the basement of Block B as shown edged red on Plan 6 or such other location as may be approved in writing by the Council pursuant to an application under Section 73 or 96A of the 1990 Act;

"Open Market Housing Units" means the 112 Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units;

"Order Fees" means the Raised Table Fee and Loading Bays Fee;

"Option" means the option to be granted to the GLA, the Council (and/or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) in accordance with paragraph 4.4 of schedule 3 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;

"Owner" means the Developer and Deller and Harrow jointly and severally and their respective successors in title and assigns and all persons claiming title in the Land through or under them;

"Permission" means the detailed planning permission for the Development to be granted pursuant to the Application a draft of which is annexed at schedule 1;

"Plan 1" means the plan attached to this Deed at schedule 2 and labelled "Plan 1 – Site Location Plan";

"Plan 2" means the plan attached to this Deed at schedule 2 and labelled "Plan 2 – Block D";

"Plan 3" means the plan attached to this Deed at schedule 2 and labelled "Plan 3 – the Works";

"Plan 4" means the plan attached to this Deed at schedule 2 and labelled "Plan 4 – Basement Plan";

"Plan 5" means the plan attached to this Deed at schedule 2 and labelled "Plan 5 – Site A";

"Plan 6" means the plan attached to this Deed at schedule 2 and labelled "Plan 6 - On site Energy Centre";

"Plan 7" means the plan attached to this Deed at schedule 2 and labelled "Plan 7 – Block D (East)";

"Plan 8" means the plan attached to this Deed at schedule 2 and labelled "Plan 8 – DHN and CHP Safeguarding Route";

"Plan 9 " means the plan attached to this deed at schedule 2 and labelled "Plan 9– Affordable Housing Units";

"Plan 10" means the plan attached to this deed at schedule 2 and labelled "Plan 10 – London Affordable Rented Units";

"Plan 11" means the plan attached to this deed at schedule 2 and labelled "Plan 11 – Site Ownership";

"Play Space Contribution" means the sum of fifteen thousand pounds (£15,000) to be spent by the Council towards the provision of play space within the vicinity of the Development for the use of children between 5 -15 years old;

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

"Public Subsidy" means any funding from the Council and the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;

"Raised Table" means the provision of a raised table at the entrance of the Basement the precise location to be agreed in writing with the Council;

"Raised Table Fee" means the sum of one thousand pound (£1,000) to be paid to the Council by the Owner pursuant to the Section 278 Agreement to be applied by the Council in connection with the traffic management orders required to deliver the Raised Table;

"Regulator of Social Housing" means the Regulator of Social Housing established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;

"Rent Guidance" means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department for 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 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;

"Residential Units" means the 186 units of residential accommodation to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and any Additional Affordable Housing Units;

"Review Date" means the date of the submission of the Development Viability Information pursuant to paragraph 6 of schedule 3;

"RP Index" means the figure shown as the Retail Prices Index All Items Excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics every month or, if such index is no longer maintained, such replacement or alternative index as the Council and the Owner may agree in writing;

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

"Section 278 Agreement" means an agreement(s) to be entered into between the Owner and the Council under Section 278 of the 1980 Act pursuant to schedule 6 for the provision of the Highways Works;

"Service Charges" means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit and any Additional Affordable Housing Unit provided as London Affordable Rented Housing Unit or London Shared Ownership Housing 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 that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit;

"Site A" means that part of the Land as shown indicatively edged and hatched red on Plan 5 and registered at HM Land Registry under Title Numbers NGL121806 and NGL617530 and NGL670502 and NGL732684 and NGL696682 and MX139399 and NGL481837 and NGL714154 and NGL281320 and NGL281319 and MX413555 and

NGL387829 and MX413554 and MX329191 and NGL451236 and the remainder that is unregistered but owned by the Council under possessory title;

"Social Rented Housing" means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents;

"Staircasing" 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 **"Staircased"** shall be construed accordingly;

"Substantial Implementation" means the occurrence of each and all of the following in respect of the Development:

- (a) the letting of a building contract or contracts for the construction of the entire Development (but which may exclude Site A);
- (b) the completion of demolition of all existing buildings on the Land excluding Site A;
- (c) the completion of basement works and construction to ground floor slab level for Block A; and
- (d) the construction to first floor level of Block B;

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

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;

"Target Rents" 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;

"TfL" means Transport for London or any successor or replacement body;

"Travel Plan" means a plan in writing based on the Framework Travel Plan and which complies with paragraphs 1.2 and 1.3 of schedule 7 which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by Occupiers employees residents and/or visitors to the Development (as appropriate) in order to minimise reliance on the use of private cars;

"Travel Plan Coordinator" means a person appointed by the Owner to manage the delivery and implementation of the objectives measures and targets in the Travel Plan and whose functions and responsibilities are more particularly described in the said plan;

"Travel Plan Monitoring Fee" means the sum of five thousand pounds (£5,000) to be spent by the Council for the purpose of monitoring the operation and effectiveness of the Travel Plan;

"Travel Plan Remedial Sum" means the sum of five thousand pounds (£5,000) to be spent by the Council in accordance with paragraph 4.12 of schedule 7;

"Use Classes Order" means the Town and Country Planning (Use Classes Order) 1987 (as amended);

"Walking and Cycling Contribution" means the sum of ten thousand pounds (£10,000) to be spent by the Council on the improvement of walking and cycling facilities within the

vicinity of the Development including but not limited to the provision of London Legible signage;

"Working Day" means any Monday, Tuesday, Wednesday, Thursday and/or Friday (other than bank or public holidays) and **"Working Days"** shall be construed accordingly.

2. CONSTRUCTION OF THIS DEED

- 2.1 The expressions "Owner", "Developer", "GLA", "Council" "Harrow" and "Deller" shall include their respective successors in title or successors in function (as applicable) save where specifically provided to the contrary by this Deed;
- 2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons;
- 2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 2.4 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any instrument, regulation or orders made under such statute;
- 2.5 References in this Deed to any clause or schedule without further designation shall be construed as a reference to the clause or schedule to this Deed so numbered;
- 2.6 The clause, paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- 2.7 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;
- 2.8 The word "including" shall be construed without prejudice to the generality of the words preceding it;
- 2.9 Words 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;
- 2.10 Save in respect of the Permission, in the event of any conflict between the terms conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail;
- 2.11 In this Deed, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month, any reference to the term "day" shall mean any day on which retail banks are open for business in London and any reference to the term "year" shall mean calendar year;
- 2.12 In this Deed, each clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such 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, schedule or paragraph be valid shall apply without prejudice to any other clause, schedule or paragraph contained herein.

3. **LEGAL BASIS**

3.1 This Deed is entered into pursuant to:

- (a) sections 2E and 106 of the 1990 Act;
- (b) section 111 of the Local Government Act 1972;
- (c) section 1 of the Localism Act 2011;
- (d) section 16 of the Greater London Council (General Powers) Act 1974; and
- (e) all other powers enabling;

3.2 To the extent that the covenants, restrictions, undertakings and requirements imposed upon the Owner under this Deed fall within the terms of section 106 of the 1990 Act they are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the GLA and the Council each as a local planning authority and the covenants, restrictions, undertakings and requirements herein on the part of the Owner are entered into with the intent that they will bind the Land and save as provided for in clause 8.2 and subject to clauses 8.9 to 8.11 inclusive the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Land or any part of parts thereof as if that person had also been an original covenanting party in respect of such of the covenants, restrictions, undertakings and requirements which relate to the interest or estate for the time being held by that person;

3.3 Subject to clauses 8.12 and 8.13 where obligations fall to be performed or observed by Harrow as landowner, such obligations shall be enforceable by the GLA as against Harrow;

3.4 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 3.1 hereof;

3.5 The unilateral covenants at paragraph 1 of schedule 8 are given by the Owner to the Council pursuant to s 16 of the Greater London Council (General Powers) Act 1974.

4. **CONDITIONALITY**

4.1 This Deed is conditional upon:

- (a) the grant of the Permission; and
- (b) the Commencement of the Development;

save for:

- (a) the provisions of clauses 2 to 4, 5.1(a), 5.1(b), 5.2, 6.1(a) and 7 to 19 (inclusive) which shall come into effect upon the completion of this Deed; and
- (b) 5.1(c) (so far as it relates to the obligations in schedule 4 and part 2 of schedule 5) which shall come into effect on the later of the grant of the Permission and the Implementation Date.

5. **OWNER'S COVENANTS**

5.1 The Owner hereby covenants with and undertakes to the GLA and the Council that the Owner will:

- (a) five Working Days prior to the event occurring, notify the GLA and the Council in writing of:
 - (i) the Implementation Date and not to Implement until such notice has been given to the GLA and the Council;
 - (ii) the Commencement Date and not to Commence until such notice has been given to the GLA and the Council;
 - (iii) first Occupation of the Development and not to Occupy until such notice has been given to the GLA and the Council;
 - (b) observe and perform or cause to be observed and performed the obligations and covenants contained in the schedules of this Deed in so far as they relate to the Owner at the times and in the manner provided therein;
 - (c) indemnify the Council and GLA against all reasonable and proper costs, claims, charges, demands, actions and expenses reasonably and properly incurred by the GLA and/or the Council for the purpose of or directly incidental to the enforcement of any of the Owner's obligations contained in this Deed;
- 5.2 All covenants, undertakings, restrictions and obligations given by the Owner to the Council in this Deed are also deemed to be given to the GLA;
- 5.3 Where the consent or approval of the Council and/or the GLA is required pursuant to any provisions contained within schedules 4 to 12 of this Deed, unless stated otherwise, any consent or approval given by one of them shall be deemed to have been given on behalf of both the Council and the GLA.

6. **GLA'S COVENANTS**

- 6.1 The GLA covenants with the Owner to:
- (a) issue the Permission within five (5) Working Days following the date of this Deed; and
 - (b) observe and perform the obligations on the part of the GLA set out in the schedules to this Deed.

7. **GENERAL COVENANTS UNDERTAKINGS AND WARRANTIES**

- 7.1 The Developer hereby covenants with and undertakes to the GLA and the Council that the Developer:
- (a) will on the date hereof pay the GLA's and Harrow's reasonable and proper legal and administrative costs in respect of the drafting, negotiation and completion of this Deed;
 - (b) will permit the Council and the GLA and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Land described in Recital A (and any other Land within its control) at all reasonable times and shall comply with any reasonable request made by the GLA and the Council for documentation held by the Developer for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed; and
 - (c) will not Implement unless and until it has acquired the freehold title to Site A and Site C;

- 7.2 The Developer hereby warrants that it is the freehold owner of those parts of the Land identified in Recital A of this Deed and has full power and rights to enter into this Deed and that all of the Land identified in Recital A is free from all encumbrances which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any freehold or long leasehold interest in the Land (including any agreement or option to acquire any freehold or leasehold interest in the Land) which have not been disclosed to the GLA and the Council prior to completion of this Deed;
- 7.3 Deller hereby covenants with and undertakes to the GLA and the Council that Deller will permit the Council and the GLA and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Land described in Recital B (and any other Land within its control) at all reasonable times and shall comply with any reasonable request made by the GLA and the Council for documentation held by Deller for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed;
- 7.4 Deller hereby warrants that it is the freehold owner of those parts of the Land identified in Recital B of this Deed and has full power and rights to enter into this Deed and that all of the Land identified in Recital B is free from all encumbrances which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any freehold or long leasehold interest in the Land (including any agreement or option to acquire any freehold or leasehold interest in the Land) which have not been disclosed to the GLA and the Council prior to completion of this Deed.
- 7.5 Deller hereby covenants that it will not Implement unless and until it has acquired the freehold title to Site A and Site B

8. **AGREEMENTS AND DECLARATIONS**

It is hereby agreed and declared that:

- 8.1 If the Permission expires before the Development is begun within the meaning of sections 91, 92 or 93 of the 1990 Act or is modified (other than by agreement with or at the request of the Owner), quashed or revoked or a different planning permission in respect of the Land is implemented so that it is physically impossible or unlawful to develop the Land in accordance with the Permission then this Deed shall forthwith determine and cease to have effect save for clause 7.1(a) and 7.2 but without prejudice to the ability of the GLA and the Council to enforce in respect of any breach of the obligations in this Deed occurring prior to such revocation, withdrawal or modification PROVIDED THAT for the purposes of this clause "a different planning permission" shall mean a planning permission granted after the date of the Permission on an application or appeal pursuant to Part III of the 1990 Act and shall not include any variation to the Permission made at the request of the Owner and any planning permission granted under section 73 of the 1990 Act permitting the Development;
- 8.2 Neither the Owner nor any other person shall be liable for any breach of the covenants or undertakings contained in this Deed which occur after the Owner or such other person has parted with his particular interest in the Land or the part in respect of which such breach occurs but without prejudice to the rights of the GLA and the Council in relation to any antecedent breach of the obligations or covenants in this Deed;
- 8.3 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Permission) or listed building consent granted by the Council or by the Secretary of State on appeal or reference to him before or after the date of this Deed;

- 8.4 Nothing contained or implied in this Deed shall fetter or prejudice or otherwise affect the rights powers duties and obligations of the GLA and the Council in the exercise of their functions either as a local planning authority or in any other capacity and that all rights powers duties and obligations under any public and private statutes bylaws and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief) and the same may be as fully and effectively exercised as if the GLA and the Council were not a party to this Deed;
- 8.5 Nothing in this Deed shall imply any obligations on the part of the GLA or the Council to the parties hereof or to any person to ensure that the Development is properly constructed;
- 8.6 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this Deed shall be deemed to have been validly served if delivered in accordance with clause 19;
- 8.7 The Owner shall not encumber or otherwise deal with the Land or any part thereof in any manner whatsoever whereby the obligations imposed in this Deed will be prevented from being carried out or enforced;
- 8.8 In the event that the Council and/or the GLA has commenced enforcement action against the Owner and following such action it is agreed in writing between the Council and/or the GLA (as appropriate) and the Owner that the Owner acted in full compliance with this Deed the Owner shall not be responsible for any of the costs of such enforcement action;
- 8.9 No obligations undertakings or liabilities under this Deed (save for the planning obligations in paragraphs 1.1(c) and 1.2 of schedule 8 (Car Free)) shall be enforceable against individual purchasers or lessees of the individual Residential Units comprised within the Development (including for the avoidance of doubt the Affordable Housing Units or any one) or their mortgagees or successors in title to either the purchaser or lessee or mortgagee;
- 8.10 No obligations undertakings or liabilities under this Deed (save for those set out in schedule 4, paragraphs 1.1(c) and 1.3 of Part 2 of schedule 5 and Part 3 of schedule 5, schedule 7, paragraphs 1.1(c) and 1.2 of schedule 8, schedule 10 and paragraph 3.1(c) of schedule 11) shall be enforceable against any Occupier of an individual Commercial Unit whose only interest in the Commercial Unit is an occupational tenancy or any funder, lender, receiver, mortgagee or chargee of the same or successors in title or those deriving title from any such individual tenant of the individual Commercial Unit whose only interest in the Commercial Unit is an occupational tenancy or its funder, lender, receiver, mortgagee or chargee from time to time;
- 8.11 No obligations, undertaking or liabilities under this Deed shall be enforceable against any statutory undertakers and utilities providers who as part of their undertaking have any interest in the Land nor against any mortgagees or chargees of the same nor any receiver appointed by a mortgagee or chargee of such persons unless and until such mortgagee or chargee becomes a mortgagee in possession in which case they will be liable as if they were a person deriving title from the Owner (subject to the other exceptions set out in this Deed);
- 8.12 Harrow covenants not to Implement or permit Implementation or carry out or continue any of the Development on Site A PROVIDED THAT this covenant shall not bind the Developer and its successors in title in the event of the Developer acquiring the leasehold/freehold interest in Site A;

8.13 The GLA covenants not to enforce the provisions of this Deed (save for clause 8.12) against Harrow (which for the purpose of this clause shall not include its respective successors in title) PROVIDED THAT Harrow complies with the covenant given pursuant to clause 8.12 above and PROVIDED THAT Harrow does not acquire an interest in Site B or Site C

9. DISPUTE RESOLUTION

- 9.1 In the event of any dispute or difference arising in relation to any matter that needs to be agreed or approved by another party or parties or beneficiary of this Deed or in relation to any of the terms of this Deed the parties will attempt to resolve that dispute amicably within 20 Working Days including holding a meeting attended by at least one representative from each party in dispute;
- 9.2 If the relevant parties are unable to resolve the dispute amicably pursuant to clause 9.1 then upon the expiry of such 20 Working Days period such dispute or difference may be referred by any party to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications (which in matters relating to Affordable Housing and viability shall be the Royal Institution of Chartered Surveyors) and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- 9.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 9.2 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to clause 9.2 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- 9.4 Any expert appointed pursuant to this clause 9 shall act as an expert, not as an arbitrator;
- 9.5 The terms of reference of the expert appointed to determine a dispute shall comprise the following:
- (a) the expert shall call for written representations from the parties to the dispute within 15 Working Days of a reference to him under this Deed and the parties shall within such period also exchange such representations;
 - (b) the expert shall allow the parties a period of 10 Working Days from the expiry of the period in clause 9.5(a) above to make counter-representations to the representations of the other party;
 - (c) any representations or counter-representations received out of time shall be disregarded by the expert;

- (d) the expert may call for such written evidence or submissions from the parties and seek any legal or other expert assistance as he may reasonably require to determine the matter in dispute;
- (e) the expert may only take oral evidence from a party if he has provided all relevant parties with an opportunity to be present and to give evidence and cross-examine each other;
- (f) the expert shall provide the parties with a written decision (including his reasons) within 20 Working Days of the last date for receipt of counter-representations unless otherwise agreed in writing by the parties to the dispute; and
- (g) the expert shall determine as part of his determination which party or parties shall bear the expert's costs and the costs of the parties to the dispute;

9.6 In the absence of manifest error the decision of the expert shall be binding on the parties to the dispute;

9.7 This clause 9 does not apply to any disputes in relation to matters of law or the interpretation of this Deed which shall be subject to the jurisdiction of the courts nor shall it prevent the Council or the GLA acting in their role as local planning authority from taking action to enforce the terms of this Deed against the Owner in relation to any breach of any of the Owner's obligations in this Deed;

9.8 In the event of a dispute with or unreasonable delay on the part of the Council in the administration of this Deed (including giving approvals to the Owner or making determinations for the purposes of this Deed) the Owner may refer any matter of dispute or unreasonable delay to the GLA for determination who shall act promptly and reasonably in determining such matters and whose decision shall be binding and final for the purposes of this Deed as between the Owner and the Council (subject always to the provisions of 9.1 to 9.7 above as between the Owner and the GLA).

10. **WAIVER**

No waiver (whether express or implied) by the GLA or the Council of any breach by the Owner, nor any waiver of any breach by its respective successors in title or assigns or any persons claiming through or under it an interest in the Land, in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA or the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof by the Owner, the Owner's successors in title or assigns or any persons claiming through or under the Owner an interest in the Land.

11. **CHANGE IN OWNERSHIP**

The Owner covenants with the GLA and the Council to give the GLA and the Council written notice of any change in ownership of any of its interests in the Land or part thereof or the granting of any leasehold interest exceeding a term of 7 years (excluding disposal of individual Residential Units or Commercial Units), occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the disposal and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land to which the disposal relates by reference to a plan.

12. **INDEXATION**

12.1 The following financial contributions shall be increased by an amount equivalent to the increase in the BCIS Index from 10 March 2017 until the date on which such sum is payable:

- (a) Play Space Contribution;
- (b) Walking and Cycling Contribution; and
- (c) Flexible Workspace Contribution

PROVIDED THAT in the event that the BCIS Indexation shall result in a decrease the sum shall not fall below the figures set out in this Deed;

12.2 The following financial contributions shall be increased by an amount equivalent to the increase in the RP Index from 10 March 2017 until the date on which such sum is payable:

- (a) Employment and Training Contribution;
- (b) Travel Plan Monitoring Fee;
- (c) Travel Plan Remedial Sum;

PROVIDED THAT in the event that the RP Indexation shall result in a decrease the sum shall not fall below the figures set out in this Deed.

13. INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA or the Council, if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding five Working Days the Owner shall pay on demand to the GLA or the Council Interest from the date when the same became due until payment thereof.

14. VAT

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

14.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contribution due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the GLA and the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

15. THIRD PARTIES

Unless expressly stated in this Deed no third party or other person who is not a party to this Deed other than a successor in title or in the case of the GLA or the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

16. JURISDICTION

The construction validity and performance of this Deed shall be governed by English Law without renvoi to any other country's system of laws and subject to clause 9 the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

17. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

18. **DELIVERY**

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

19. **NOTICES**

19.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing (which for this purpose shall not include email) and should be addressed as provided in clause 19.3;

19.2 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed and any such notice shall be in writing and shall refer to the name, date and parties to the Deed and shall cite the clause of the Deed to which it relates;

19.3 Subject to clause 19.4, the contact details for each party are:

For the GLA:

Address: City Hall, The Queen's Walk, London SE1 2AA

Relevant addressee: Planning Obligations Monitoring Officer

Reference: D&P/3663

For Harrow:

Address: PO Box 2, Civic Centre, Station Road, Harrow, Middlesex HA1 2UH

Relevant addressee: Section 106 Monitoring Officer

Reference: P/1619/16

For the Developer:

Address: St Richards House, 110 Eversholt Street, London NW1 1BS

Relevant addressee: FAO Assistant Director of Development (New Business)

Reference: Deller & Palmerston Site

For Deller:

Address: 13 Beech Avenue, Radlett WD7 7DD

Relevant addressee: Mr and Mrs Deller

Reference: Deller & Palmerston Site

- 19.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:
- (a) the date specified in the notification as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than five Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

20. **PAYMENTS**

Payment of any monies to the Council pursuant to the terms of this Deed shall be made by the Owner to the Council by sending the full amount by direct bank transfer to the Council's bank account.

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

SCHEDULE 1

Draft Permission

GREATER **LONDON** AUTHORITY
Development, Enterprise and Environment

Gareth Jones
Origin Housing
St Richard's House
110 Eversholt Street
NW1 1BS
London

GLA ref: GLA/3825/04
Application ref: P/1619/16
Date: May 2019

Dear Mr Jones,

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

Deller and Palmerston Road site, Wealdstone
GLA reference: GLA/3825
Harrow Council planning application reference: P/1619/16
Applicant: Origin Housing

GRANT OF FULL PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND PRIOR WRITTEN CONCLUSION OF A SECTION 106 AGREEMENT

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

Application for planning permission (Local Authority reference P/1619/16)

Redevelopment of the site to provide 186 residential units (Use Class C3); 1,165 sq.m. office floorspace (Use Class B1) and 695 sq.m. flexible commercial and community floorspace (Use Classes A1, B1, D1, D2) in 5 buildings between 1 and 17 storeys in height; basement to provide car parking and cycle parking; one vehicle access from Palmerston Road and one vehicle access from Masons Avenue; refuse storage; entrance gates; public realm landscaping; photovoltaic panels; demolition of existing buildings.

At: 5-11 and 37- 41 Palmerston Road and 27-33 Masons Avenue and, Land Adjacent to 47 Masons Avenue, Harrow, HA3 7RR

Subject to the following conditions and reasons for conditions:

1 Timing

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

2 Approved Plans and documents

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

M701_000.PL1.2; EXISTING SITE SURVEY; M701_101.PL1.2; EXISTING SITE LOCATION PLAN; M701_102.PL1.2; EXISTING SITE PLAN; M701_121.PL1.2; EXISTING SITE SECTION 01; M701_122.PL1.2; EXISTING SITE SECTION 02; M701_201.PL1.4; M701_202.PL1.4.2; SITE INFO.R3; M701_203.PL1.4.2; PROPOSED BASEMENT PLAN; M701_204.PL1.4.1; PROPOSED SUB BASEMENT PLAN; M701_231.PL1.4; PROPOSED SITE SECTION 01; M701_232.PL1.4.1; PROPOSED SITE SECTION 02.R2; M701_233.PL1.4.1; PROPOSED SITE SECTION 03; M701_234.PL1.4.1; PROPOSED SITE SECTION 04; M701_235.PL1.4; PROPOSED SITE SECTION 05; M701_236.PL1.4; PROPOSED SITE SECTION 06; M701_237.PL1.4.1; PROPOSED SITE SECTION 07; M701_301.PL1.4.2; BLOCK A PROPOSED PLANS - GRD, 1ST + 2ND; M701_302.PL1.4.1; BLOCK A PROPOSED PLANS - 3RD, 4TH + ROOF; M701_321.PL1.4.1; BLOCK A - PROPOSED ELEVATIONS; M701_321.PL1.4.2; BLOCK A PROPOSED SECTION; M701_401.PL1.4.1; BLOCK B PROPOSED GROUND + 1ST FLOOR PLAN; M701_402.PL1.4; BLOCK B PROPOSED 2ND + 3RD FLOOR PLAN;; M701_403.PL1.4; BLOCK B PROPOSED 4TH + 5TH FLOOR PLAN; M701_404.PL1.4; BLOCK B PROPOSED 6TH + 7TH FLOOR PLAN; M701_405.PL1.4; BLOCK B PROPOSED 8TH +9TH FLOOR PLAN; M701_406.PL1.4; BLOCK B PROPOSED 10TH + 11TH FLOOR PLAN; M701_407.PL1.4; BLOCK B PROPOSED 12TH + 13TH FLOOR PLAN; M701_408.PL1.4; BLOCK B PROPOSED 14TH + 15TH FLOOR PLAN; M701_409.PL1.4; BLOCK B PROPOSED 16TH + ROOF FLOOR PLAN; M701_421.PL1.4.1; BLOCK B PROPOSED NORTH ELEVATION.R2; M701_422.PL1.4;; BLOCK B PROPOSED SOUTH ELEVATION.R2; M701_423.PL1.4; BLOCK B PROPOSED EAST ELEVATION.R2; M701_424.PL1.4; BLOCK B PROPOSED WEST ELEVATION.R2; M701_431.PL1.4.1; BLOCK B PROPOSED SECTION; M701_501.PL1.4; BLOCK C PROPOSED GROUND + 1ST FLOOR PLAN; M701_502.PL1.4; BLOCK C PROPOSED 2ND + 3RD FLOOR PLAN; M701_503.PL1.4; BLOCK C PROPOSED 4TH + 5TH FLOOR PLAN; M701_504.PL1.4; BLOCK C PROPOSED 6TH + 7TH FLOOR PLAN;; M701_505.PL1.4; BLOCK C PROPOSED 8TH +9TH FLOOR PLAN; M701_506.PL1.4; BLOCK C PROPOSED 10TH + 11TH FLOOR PLAN; M701_507.PL1.4; BLOCK C PROPOSED 12TH + 13TH FLOOR PLAN;

M701_508.PL1.4; BLOCK C PROPOSED 14TH + ROOF FLOOR PLAN; M701_521.PL1.4 ; BLOCK C PROPOSED NORTH ELEVATION; M701_522.PL1.4; BLOCK C PROPOSED SOUTH ELEVATION; M701_523.PL1.4; BLOCK C PROPOSED EAST ELEVATION ; M701_524.PL1.4; BLOCK C PROPOSED WEST ELEVATION; M701_531.PL1.4; BLOCK C PROPOSED SECTION 01; M701_601.PL1.4.1; BLOCK D PROPOSED GROUND FLOOR; M701_602.PL1.4.1; BLOCK D PROPOSED FIRST FLOOR PLAN; M701_603.PL1.4.1; BLOCK D PROPOSED SECOND FLOOR PLAN; M701_604.PL1.4.1; BLOCK D PROPOSED ROOF PLAN; M701_621.PL1.4.1; BLOCK D PROPOSED EAST AND WEST ELEVATIONS; M701_622.PL1.4.1; BLOCK D PROPOSED EAST AND WEST ELEVATIONS (UNIT 5); M701_623.PL1.4.1; BLOCK D PROPOSED NORTH ELEVATIONS; M701_624.PL1.4.1; BLOCK D PROPOSED SOUTH ELEVATIONS; M701_631.PL1.4.1; BLOCK D PROPOSED SECTION 01 & 03; M701_632.PL1.4.1 BLOCK D PROPOSED SECTION 02 & 04; M701_701.PL1.4.1; BLOCK E PROPOSED PLANS ; M701_721.PL1.4.1; BLOCK E PROPOSED ELEVATIONS; M701_731.PL1.4.1; BLOCK E PROPOSED SECTION; M701_901.PL1.4.2; PROPOSED DELIVERY TRUCK & MOVEMENT STRATEGY; M701_902.PL1.4.2; PROPOSED REFUSE COLLECTION STRATEGY; M701_903.PL1.4.2; PROPOSED LARGE GOODS DELIVERY STRATEGY; SK18.PL1.4.1; HIGHWAYS MASON AVE LAY-BY TRACKER; SK23.PL1.4.2; MASONS AVE EMERGENCY VEHICLE TRACKER; DESIGN & ACCESS STATEMENT (REV. PL1.4.2, OCTOBER 2016); PLANNING STATEMENT (REVISION OCTOBER 2016); ECONOMIC STATEMENT (DATED OCTOBER 2016); REVISED TRANSPORT ASSESSMENT (DATED AUGUST 2016); REVISED TRAVEL PLAN (DATED AUGUST 2016) DELIVERY & SERVICING PLAN (AUGUST 2016); ADDENDUM TO TRANSPORT REPORTS (DATED 14TH OCTOBER 2016); DAYLIGHT & SUNLIGHT REPORT (REF.MC/SB/ROL7316 – DATED MARCH 2016); DAYLIGHT WITHIN THE PROPOSED DWELLINGS & SUNLIGHT TO PROPOSED AMENITY SPACES REPORT (REF. MC/KW/ROL7316 – DATED 30 MARCH 2016); FLOOD RISK ASSESSMENT (DATED MARCH 2016); FLOOD RISK ASSESSMENT ADDENDUM (DATED MAY 2016); SUPPLEMENTARY FLOOD RISK LETTERS DATED 27/07/2016, 22/09/2016 AND 29/09/2016; AIR QUALITY ASSESSMENT (REF. 1993M-SEC-00001-02, DATED MARCH 2016); VISUAL IMPACT ASSESSMENT DATED AUGUST 2016); VERIFIED VIEWS METHODOLOGY REPORT (DATED MARCH 2016-03-24); EXTERNAL BUILDING FABRIC ASSESSMENT (ACOUSTIC) (REF. 7063/EBF, DATED 10 DECEMBER 2015); SUPPLEMENTARY ACOUSTIC LETTER FROM ANDREW HEATH, DATED 23/09/2016; ENERGY STATEMENT (REF. 15-099 VS 01, DATED MARCH 2016); ENERGY STATEMENT – ADDENDUM (REF. 15-099 VS 01 – ADD 01, DATED OCTOBER 2016); PEDESTRIAN WIND CLIMATE REPORT (REF. EN-CAPE 15.239 C – V1); SUPPLEMENTARY WIND LETTER (DATED 23/09/2016); CONTAMINATION ASSESSMENT REPORT (REF. CONT/6088A - DATED JUNE 2016); GEOTECHNICAL INTERPRETATIVE REPORT (REF. GEO/6088 - DATED 11TH MARCH 2016); PHASE 1 DESK TOP STUDY (REF. DTS/6066B – DATED JULY 2016); FACTUAL REPORT (REF. FACT 6088 – DATED 30TH P NOVEMBER 2015); LETTER FROM MUIR ASSOCIATES LTD. (FOUL SEWAGE REF. PB/D1786- HC-001, DATED 18TH P APRIL 2015); CONSERVATION STATEMENT (DATED JULY 2016); SECURE BY DESIGN REPORT (DATED AUGUST 2016).

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

3 Dust and noise management plan

No development shall take place, including any works of demolition, until a dust and noise management plan has first been submitted to and approved by the Local Planning Authority in writing. The plan shall detail measures for the control and reduction of dust and noise emissions associated with demolition, earthworks, construction and track out, and arrangements for monitoring air quality during construction. The development shall be carried out in accordance with the plan so agreed.

REASON: To ensure that measures are put in place to manage and reduce dust emissions during demolition and construction and to safeguard the amenity of neighbouring occupiers, in accordance with Policy 7.14 of the London Plan (2016) and Policy DM1 of the Development Management Policies Local Plan (2013). To ensure that measures are agreed and in place to manage and reduce dust and noise during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

4 Demolition and construction logistics plan

No development shall take place, including any works of demolition, until a demolition and construction logistics plan has first been submitted to and approved by the Local Planning Authority in writing. As a minimum, the plan shall detail the arrangements for:

- a) the parking of vehicles of site operatives and visitors;
- b) loading and unloading of plant and materials;
- c) storage of plant and materials used in construction the development;
- d) the erection and maintenance of security hoardings including decorative displays and facilities for public viewing;
- e) wheel washing facilities; and
- f) a scheme for recycling/disposing of waste resulting from demolition and construction works.
- g) measures for the control and reduction of dust
- h) measures for the control and reduction of noise and vibration.

The demolition and construction of the development shall be carried out in accordance with the plan so agreed.

REASON: To ensure that measures are put in place to manage and reduce noise and vibration impacts during demolition and construction and to safeguard the amenity of neighbouring occupiers, in accordance with Policies 7.14 and 7.15 of the London Plan (2016) and Policy DM1 of the Development Management Policies Local Plan (2013) and to ensure that the transport network impact of demolition and construction work associated with the development is managed in accordance with Policy 6.3 of the London Plan (2016). To ensure that measures are agreed and in place to manage and reduce dust, noise and vibration during the demolition and construction phases of the development and manage transport impacts during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

5 Construction and site waste management plan

No development shall take place, including any works of demolition, until a construction and site waste management plan, setting out arrangements for the handling of excavation, demolition and construction waste arising from the development, and to make provision for the recovery and re-use of salvaged materials wherever possible, has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the approved plan.

REASON: To ensure that waste management on the site is addressed from construction stage and to promote waste as a resource, in accordance with Policy CS1 X of the Core Strategy (2012). To ensure that measures are agreed and in place to manage and re-use waste arising during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

6 Construction management strategy

No development shall take place, including any works of demolition, until a construction management strategy, to include details of cranes and other tall construction equipment (including obstacle lighting) has first been submitted to and approved by the Local Planning Authority in writing. The construction of the development shall be carried out in accordance with the strategy so agreed.

REASON: To ensure that construction work and construction equipment associated with the development does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter and receiver systems, in accordance with Policy 7.7 of the London Plan (2016). To ensure that measures are agreed and in place to avoid any obstruction to air traffic and to safeguard the integrity of air traffic operational systems during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

7 Drainage

No development shall take place, other than works of demolition, until details of works for the disposal of surface water, including surface water attenuation and storage, has first been submitted to and approved by the Local Planning Authority in writing. The submitted details shall include measures to prevent water pollution and details of SuDS and their management and maintenance. The development shall not be occupied until the works have been completed in accordance with the approved details. The works shall be retained in accordance with the approved details thereafter.

REASON: To ensure that the development achieves an appropriate greenfield run-off rate in this critical drainage area and to ensure that sustainable urban drainage measures are exploited, in accordance with

Policies 5.13 and 5.15 of the London Plan (2016) and Policy AAP 9 of the Harrow and Wealdstone Area Action Plan (2013). To ensure that measures are agreed and built-in to the development to manage and reduce surface water run-off, this condition is a PRE-COMMENCEMENT condition.

8 Drainage strategy

No development shall take place, other than works of demolition, until a foul water drainage strategy, detailing any on and / or off site works that may be needed to dispose of foul water from the development and to safeguard the development from foul water flooding, has first been submitted to and approved by the Local Planning Authority in writing. The development shall not be occupied until the works have been completed in accordance with the approved details. The works shall be retained in accordance with the approved details thereafter.

REASON: To ensure that there would be adequate infrastructure in place for the disposal of foul water arising from the development, in accordance with Policy 5.14 of the London Plan (2016) and Harrow Core Strategy Policy CS1, and to ensure that the development would be resistant and resilient to foul water flooding in accordance with Policy AAP 9 of the Harrow and Wealdstone Area Action Plan (2013). To ensure that measures are agreed and put in place to dispose of foul water arising from the development, this condition is a PRE-COMMENCEMENT condition.

9 Drainage maintenance

No development shall take place, other than works of demolition, until a drainage management and sustainable drainage system maintenance plan has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out and thereafter be managed and maintained in accordance with the plan so agreed.

REASON: To ensure that the development achieves an appropriate surface water run-off rate in this critical drainage area and to ensure that opportunities drainage measures that contribute to biodiversity and the efficient use of mains water are exploited, in accordance with Policies 5.13 and 5.15 of the London Plan (2016) and Policy AAP 9 of the Harrow and Wealdstone Area Action Plan Local Plan (2013). To ensure that such measures that are required to secure the future management and maintenance of the surface water drainage systems are agreed and built-in to the development, this condition is a PRE-COMMENCEMENT condition.

10 Site levels

No development shall take place other than demolition works until details of the levels of the building(s), road(s) and footpath(s) in relation to the adjoining land and highway(s), and any other changes proposed in the level of the site, has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the details

so agreed.

REASON: To ensure that the works are carried out at suitable levels in relation to the highway and adjoining properties in the interests of the amenity of neighbouring residents, the appearance of the development, drainage, gradient of access and future highway improvement in accordance with Policies AAP 1, AAP 4, AAP 9, and AAP19 of the Harrow and Wealdstone Area Action Plan (2013) and policy DM 1 of the Harrow Development Management Policies Local Plan (2013). To ensure that appropriate site levels are agreed before the superstructure commences on site, this condition is a PRE-COMMENCEMENT condition.

11 Culvert structural condition survey

The development hereby approved shall not be occupied until a Culvert Structural Condition Survey of the Wealdstone Brook (Main River) which runs in culvert through the site has first been submitted to and approved by the Local Planning Authority in writing. The report shall demonstrate that the construction of the development has not had a detrimental impact on the condition and structural integrity of the culverted Wealdstone Brook. Should the survey show that the construction has had a detrimental impact on the structural integrity of the culvert. A remedial strategy to bring the culvert back to appropriate condition must be submitted to and agreed by the Local Planning Authority. The remedial works shall be carried out in compliance with the approved report and completed prior to occupation of the development.

REASON: To ensure that the culvert is in a safe condition for the life time of the development and to prevent an increase in flood risk on site and elsewhere, in accordance with policy DM11 of the Harrow Development Management Policies Local Plan (2013) and Policy AAP 9 of the Harrow and Wealdstone Area Action Plan (2013).

12 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 sewerage infrastructure, and the programme for works) has first been submitted to and approved by the Local Planning Authority in writing. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON: To ensure that the culvert is in a safe condition for the life time of the development and to prevent an increase in flood risk on site and to third parties, in accordance with policy DM 11 of the Harrow Development Management Policies Local Plan (2013) and Policy AAP 9 of the Harrow and Wealdstone Area Action Plan (2013).

13 Landscape strategy

Notwithstanding the details that have been submitted, the development hereby approved shall not commence until a revised landscaping strategy, which effectively contributes to the accessibility and permeability of the site has first been submitted to and approved by the Local Planning Authority in writing. The revised landscape strategy shall include a revised landscaping layout, details of planting, hard surfacing materials, site levels, external lighting, a space-sharing strategy, external cycle parking, public seating and details of all gradients, ramps and steps within publicly accessible areas of the development. Soft landscaping works shall include: planting plans (at a scale not less than 1:100), written specification of planting and cultivation works to be undertaken and schedules of plants, noting species, plant sizes and proposed numbers / densities and an implementation programme. The hard surfacing details shall include details of planters and samples showing the texture and colour of the materials to be used and information about their sourcing/manufacturer. The lighting details shall include detailed drawings of the proposed lighting columns and fittings, information about the levels of luminance and any measures for mitigating the effects of light pollution. The landscaping scheme shall also include details of defensible space in front of ground floor units, proposed finished site levels, boundary treatment and gates (including gates to the basement), vehicle and pedestrian access and circulation areas, minor artefacts and structures (such as play equipment, furniture, refuse storage, signs and lighting). The development shall be carried out in accordance with the approved scheme and shall be retained as such thereafter.

REASON: To ensure that the development achieves a high standard of design, layout and amenity and makes provision for hard and soft landscaping which contributes to the creation of a high quality, accessible, safe and attractive public realm within the Heart of Harrow, in accordance with Policy 7.7 of the London Plan (2016), Policy DM1 of the Development Management Policies Local Plan 2013 and Policies AAP4 and AAP7 of the Harrow and Wealdstone Area Action Plan 2013. This condition is a PRE-COMMENCEMENT condition.

14 Cycle parking

The development hereby approved shall not progress beyond basement level until details (including allocation) of the cycle parking spaces on the site and their phased delivery alongside the development has first been submitted to and approved by the Local Planning Authority in writing. The cycle parking shall be implemented on site for the sole use of the development in accordance with the phasing details so approved and shall be retained for the lifetime of the development.

REASON: To ensure the satisfactory provision of safe cycle storage facilities, to provide facilities for all the users of the site and in the interests of highway safety and sustainable transport, in accordance with policy 6.9B of The London Plan 2016 and policy AAP19 of the Harrow and Wealdstone Area Action Plan 2013. To ensure that cycle parking facilities would be available

for all users of the site on immediate occupation of any of the buildings.

15 Lighting strategy

The development hereby approved shall not progress beyond basement level until details of the lighting of all public realm and other external areas (including buildings) within the site has first been submitted to and approved by the Local Planning Authority in writing. The details shall include details of the intensity of light emissions (including the surface area to be illuminated), detailed drawings of the proposed lighting columns and fittings and any measures for mitigating the effects of light pollution, and a programme of delivery. The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter.

REASON: To ensure that the development incorporates lighting that contributes to Secured by Design principles, achieves a high standard of residential quality in accordance with Policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013) and to ensure that the development does not unduly impact on adjacent highways in accordance with policies DM1 and DM19 of the Harrow and Wealdstone Area Action Plan 2013.

16 Green roofs

The development hereby approved shall not progress beyond podium slab level until details of the provision of green roofs within the development has first been submitted to and approved by the Local Planning Authority in writing. The green roofs shall be designed to contribute to the creation of appropriate habitats targeted in Table 7.3 of the London Plan 2016 and/or the Harrow Biodiversity Action Plan 2015-2020. As a minimum the details to be submitted shall comprise:

- a) identification of the roof areas to be used for the provision of green roofs;
- b) details of the planting to be used;
- c) details of the maintenance including irrigation; And
- d) details of the programme of delivery.

The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter.

REASON: To ensure that the development makes appropriate provision for the protection, enhancement, creation and management of biodiversity within the Heart of Harrow, in accordance with Policy DM21 of the Development Management Policies Local Plan 2013 and Policy AAP12 of the Harrow and Wealdstone Area Action Plan 2013.

17 Rooftop gardens

Notwithstanding the details shown on the approved plans, the development hereby approved shall not progress beyond podium slab level until revised details for the approved roof terraces has first been submitted to and approved by the Local Planning Authority in writing. As a minimum, the

revised details shall include:

- (i) A revised layout for each of the roof terraces which contributes to privacy for neighbouring occupiers and comfort for users of the roof terraces;
- (ii) Hard and soft landscaping details;
- (iii) Details of measures to address noise levels and wind microclimate;
- (iv) Details of how inclusive access to and within communal rooftop gardens is achieved;
- (v) Details of proposed safety railings;
- (vi) Details of programme of delivery.

The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter.

REASON: To ensure that the development achieves safe, comfortable and attractive amenity spaces, in accordance with policies DM1 and DM2 of the Councils Development Management Policies Local Plan 2013 and policy AAP4 of the Harrow and Wealdstone Area Action Plan 2013.

18 Biodiversity enhancement

The development hereby approved shall not progress beyond podium slab level until proposals for biodiversity enhancement across the site, including a programme for its delivery, has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the proposals so agreed and shall be retained as such thereafter.

REASON: To ensure that the development makes appropriate provision for the protection, enhancement, creation and management of biodiversity within the Heart of Harrow, in accordance with Policy DM21 of the Development Management Policies Local Plan 2013 and Policy AAP12 of the Harrow and Wealdstone Area Action Plan Local Plan 2013.

19 Playspace

The residential premises hereby approved shall not be first occupied until a play strategy for the site has first been submitted to and approved by the Local Planning Authority in writing. Such details shall comprise: a specification of all play equipment to be installed including provision for children with disabilities and special sensory needs; a specification of the surface treatment within the play areas; and arrangements for ensuring the safety and security of children using the play areas. The residential premises hereby approved shall not be first occupied until the play facilities have been provided in accordance with the approved play strategy. The play facilities shall be retained as such thereafter.

REASON: To ensure that the development makes appropriate provision for play and informal recreation in accordance with Policy 3.6 of the London Plan (2016), Policy AAP11 of the Harrow and Wealdstone Area Action 2013 and

policy DM28 of the Development Management Policies Local Plan 2013.

20 Landscape management and maintenance

The development hereby approved shall not be occupied until a scheme for the on-going management and maintenance of the soft landscaping within the development, to include a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for a minimum period of 5 years for all landscape areas, and details of irrigation arrangements and planters, has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the scheme so agreed and shall be retained as such thereafter.

REASON: To ensure that the development makes provision for hard and soft landscaping which contributes (i) to the creation of a high quality, accessible, safe and attractive public realm and (ii) to the enhancement, creation and management of biodiversity with the Heart of Harrow, in accordance with Policy DM1 of the Development Management Policies Local Plan 2013 and policies, AAP4, AAP 7 and AAP 12 of the Harrow and Wealdstone Area Action Plan Local Plan (2013), and to ensure a high standard of design, layout and amenity in accordance with Policy DM1 of the Harrow and Wealdstone Area Action Plan 2013.

21 Landscape implementation

All hard landscaping shall be carried out prior to the occupation of any part of the development or in accordance with a programme that has been submitted to and approved by the Local Planning Authority in writing. All soft landscaping works including planting, seeding or turfing comprised in the approved scheme of landscaping shall be carried out no later than the first planting and seeding season following the final occupation of the residential parts of the buildings, or the completion of the development, whichever is the sooner. Any existing or new trees or shrubs which, within a period of 5 years from the completion of the development, die, are removed, or become seriously damaged, diseased or defective, shall be replaced in the next planting season, with others of a similar size and species.

REASON: To ensure that the development makes provision for hard and soft landscaping which contributes (i) to the creation of a high quality, accessible, safe and attractive public realm and (ii) to the enhancement, creation and management of biodiversity with the Heart of Harrow, in accordance with Policy DM1 of the Development Management Policies Local Plan 2013 and policies, AAP 4, AAP7 and AAP 12 of the Harrow and Wealdstone Area Action Plan (2013), and to ensure a high standard of design, layout and amenity in accordance with Policy DM1 of the Harrow and Wealdstone Area Action Plan Local Plan 2013.

22 Signage

Prior to first occupation of the development, details of pedestrian, cycle and vehicle signage and wayfinding within the development shall be submitted to and approved by the Local Planning Authority in writing. Signage and wayfinding so approved shall be provided prior to first occupation.

REASON: To ensure the public realm within the development provides an inclusive, legible environment for all users in accordance with policy 7.1 of The London Plan 2016 and policy DM 2 of the Harrow Development Management Policies Local Plan (2013).

23 Public realm

The non-residential premises hereby approved shall not be first occupied until a plan for the management, maintenance and use of the public realm has first been submitted to and approved by the Local Planning Authority in writing. The public realm shall be managed and used in accordance with the plan so agreed.

REASON: To ensure that the development is managed and maintained to create a high quality, accessible, safe and attractive public realm throughout the lifetime of the development, and to ensure that there are adequate arrangements in place for appropriate events and functions to take place within the public realm, in accordance with Policy AAP7 of the Harrow and Wealdstone Area Action Plan 2013.

24 Materials

Notwithstanding the details shown on the approved drawings, the development hereby approved shall not progress above podium slab level until as a minimum:

- a) details and samples of the materials to be used in the external surfaces of the buildings (facing materials for the buildings, windows/ doors/ winter gardens/ curtain walling, balconies including privacy screens and balustrades, entrance canopies), hard surfaces, and any means of enclosure;
- b) drawings to a 1:20 metric scale to show typical details of the elevations from all sides and the slab thickness of roof parapets;

has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the details, samples and drawings so agreed and shall be retained as such thereafter.

REASON: To ensure that the development is carried out to the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policies AAP 4 and AAP 6 of the Harrow and Wealdstone Area Action Plan 2013.

25 Materials sample panel

The development hereby approved shall not progress above podium slab level until 1:1 sample mock-ups of the external cladding system for each

block have been erected on site (or at such other location(s) as may be agreed in writing by the local planning authority) and have been agreed in writing by, the local planning authority. The exact extent of the mock-ups shall be agreed with the local planning authority prior to their construction. Mock-ups to include as a minimum stone clad frame and window reveal, balcony fascias, opaque spandrel panels, and the junction between brick and stone cladding to blocks B and C. The development shall be carried out in accordance with the details, samples and drawings so agreed and shall be retained as such thereafter.

REASON: To ensure that the development is carried out to the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policies AAP 4 and AAP 6 of the Harrow and Wealdstone Area Action 2013.

26 Appearance of the buildings

Other than those shown on the approved drawings, no soil stacks, soil vent pipes, flues, ductwork or any other pipework shall be fixed to the elevations of the building hereby approved.

REASON: To ensure that the development is carried out to the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policies AAP4 and AAP6 of the Harrow and Wealdstone Area Action Plan 2013.

27 Communal facilities for television reception

Prior to the first occupation of the development, details of a strategy for the provision of communal facilities for television reception (eg. aerials, dishes and other such equipment) shall be submitted to and approved by the Local Planning Authority in writing. Such details shall include the specific size and location of all equipment. The approved works shall be completed prior to the first occupation of the relevant phase and shall be retained thereafter. No other television reception equipment shall be introduced onto the walls or the roof of the building without the prior written approval of the Local Planning Authority.

REASON : To ensure that any telecommunications apparatus and other plant or equipment that is required on the exterior of the buildings preserves the high quality design of the buildings and spaces in accordance with Policy 7.4 of the London Plan (2016), Policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013) and DM 49 of the Development Management Policies Local Plan (2013), and to ensure that the development achieves a high standard of amenity for future occupiers the buildings in accordance with Policy DM 1 of the Development Management Policies Local Plan (2013).

28 Building appearance

Any telecommunications apparatus, extraction plant, air conditioning units

and any other plant or equipment that is required on the exterior of the buildings shall be installed in accordance with details to be submitted to and approved by the Local Planning Authority in writing. As a minimum, the details shall include: proposals for communal provision of television receiving equipment, wherever possible; siting; appearance; any arrangements for minimising the visual impact; and any arrangements for mitigating potential noise and vibration.

REASON: To ensure that any telecommunications apparatus and other plant or equipment that is required on the exterior of the buildings preserves the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policies AAP 4 and AAP 6 of the Harrow and Wealdstone Area Action Plan (2013) and policy DM 49 of the Development Management Policies Local Plan (2013), and to ensure that the development achieves a high standard of amenity for future occupiers the buildings in accordance with Policy DM 1 of the Development Management Policies Local Plan (2013).

29 Strategy for window / door openings

Notwithstanding the details shown on the approved plans, the development hereby approved shall not commence until a cohesive strategy for building entrances (including canopies), bin store doors, security gates, railings, bicycle stores, sub-station doors, basement entrance gates and treatment of the commercial units has first been submitted to and approved by the Local Planning Authority in writing. The strategy shall include detailed drawings and material samples. The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter.

REASON: To ensure that the development achieves a high standard of design and provides a high quality, safe and attractive public realm, in accordance with policies DM1 and DM2 of the Development Management Policies Local Plan 2013 and policies AAP4 and AAP7 of the Harrow and Wealdstone Area Action Plan 2013. This condition is a PRE-COMMENCEMENT condition.

30 Appearance of Block E

Notwithstanding the details shown on the approved plans, the development hereby approved shall not commence until revised elevations and associated floorplans for Block E has first been submitted to and approved by the Local Planning Authority in writing. The revised drawings shall show revised openings to the refuse storage area, and details of any perforated brickwork. The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter.

REASON: To ensure that the development achieves a high standard of design and provides a high quality, safe and attractive public realm, in accordance with policies DM1 and DM2 of the Councils Development Management Policies Local Plan 2013 and policies AAP4 and AAP7 of the

Harrow and Wealdstone Area Action Plan 2013. This condition is a PRE-COMMENCEMENT condition.

31 Window and door reveals

Notwithstanding the details shown on the approved drawings, no development shall take place other than works of demolition until there has been submitted to and approved in writing by the Local Planning Authority detailed sections at metric scale 1:20 through all external reveals of the windows and doors on each of the elevations. In the event that the depth of the reveals is not shown to be sufficient, a modification showing deeper reveals shall be submitted for approval in writing. The development shall be completed in accordance with the approved details and shall thereafter be retained.

REASON: To ensure a high quality finish to the external elevations of the building, in accordance with policies 7.4 and 7.7 of The London Plan 2016, policy DM1 of The Development Management Policies Local Plan 2013 and policies AAP4 and AAP6 of the Harrow and Wealdstone Area Action Plan 2013.

32 Building maintenance

The development hereby approved shall not be occupied until a strategy for maintaining the external surfaces of the buildings has first been submitted to and approved by the Local Planning Authority in writing. The strategy shall include, as a minimum, details of the regime for cleaning, repainting and repairing the buildings and the logistical arrangements for implementing that regime. Maintenance of the external surfaces of the buildings shall adhere to the strategy so agreed.

REASON: To ensure that maintenance of the development is carried out to preserve the highest standards of architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policies AAP 4 and AAP 6 of the Harrow and Wealdstone Area Action Plan 2013.

33 Combined heat and power plant

The development hereby approved shall not commence until a specification of the combined heat and power plant and the necessary infrastructure to supply all blocks on site so that every block on site (including Blocks C and E) is connected to the site-wide network has been submitted to and agreed in writing by the Local Planning Authority. The combined heat and power plant and associated site-wide network shall be installed in accordance with the specification so agreed prior to occupation of the development and thereafter retained in accordance with the specification so agreed.

REASON: To ensure that the development is sustainable and in accordance with Policies 5.2, 5.3 and 5.7 of the London Plan (2016). This condition is a PRE-COMMENCEMENT condition

34 Combined heat and power plant testing

The development hereby approved shall not progress beyond damp proof course level until arrangements for testing the emissions from the plant, has first been submitted to and agreed by the Local Planning Authority in writing. The aforementioned arrangements shall include a timetable for testing the plant and for reporting the test results to the local planning authority for the authority's approval in writing. The testing shall be carried out in accordance with the arrangements so agreed. In the event that the local planning authority does not approve the test results, such remedial action as shall be specified in writing by the local planning authority shall be carried out no later than a date as shall be specified in writing by the local planning authority.

REASON: To ensure that the emissions from the combined heat and power system comply with the standards published at Appendix 7 of the Mayor of London's Sustainable Design & Construction supplementary planning document (2014) (or such appropriate standards as may supersede them) and that the development is consistent with the provisions of Policy 7.14 of the London Plan (2016).

35 Combined heat and power plant testing specification

The development hereby approved shall not progress above damp proof course level until a specification and drawings of the external part of the flue of the combined heat and power system has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter. The works so approved shall be carried out prior to first occupation of the development and thereafter retained.

REASON: To ensure that the external part of the flue of the combined heat and power system complies with the standards published at Appendix 7 of the Mayor of London's Sustainable Design & Construction supplementary planning document (2014) (or such appropriate standards as may supersede them) in accordance with the provisions of Policy 7.14 of the London Plan (2016), and to ensure that flue would not be detrimental to the design and appearance of the development or detrimental to the amenity of future occupiers of the development in accordance with the provisions of Policy DM 1 of the Development Management Policies Local Plan 2013.

36 Overheating

The development hereby approved shall not progress beyond podium slab level until an assessment to identify the dwellings and communal areas within the proposed development that would be at risk of internal overheating has first been submitted to and approved by the Local Planning Authority in writing. The assessment shall include mitigation measures to prevent overheating of the dwellings and communal areas so identified. The

development shall be carried out in accordance with the mitigation proposals so agreed and shall be retained as such thereafter.

REASON: To ensure a high standard of residential quality for future occupiers of the development, in accordance with policy AAP 4 of the Harrow and Wealdstone Area Action Plan and policy DM 1 of Development Management Policies Local Plan 2013, and to ensure that the development is sustainable in accordance with Policies 5.3 and 5.9 of the London Plan (2016).

37 Wheelchair dwellings

A minimum of 10% of the units shall be built in accordance with Building Regulation standard M4 (3) 'Wheelchair User Dwellings'. All other residential units in this development, as detailed in the submitted and approved drawings, shall be built to Building Regulation Standard M4 (2) 'Accessible and adaptable dwellings'. The development shall be thereafter retained to those standards.

REASON : To ensure provision of 'Wheelchair and Accessible and adaptable' housing in accordance with policies 3.8 and 7.2 of The London Plan (2016), Policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013) and the Council's adopted Supplementary Planning Document: Accessible Homes (2010).

38 Storage

The residential premises hereby approved shall each be provided with a storage space in accordance with standard 4.7.1 of the Mayor of London's Housing SPG (2016).

REASON: To ensure that the development achieves a high standard of residential quality for future occupiers of the development in accordance with Policy 3.5 of the London Plan (2016), Policy AAP 4 of the Harrow and Wealdstone Area Action Plan 2013 and policy DM 1 of the Development Management Policies Local Plan 2013.

39 Refuse storage

The refuse bins shall be stored at all times, other than on collection days, in the designated refuse storage area, as shown on the approved drawing plans.

REASON: To safeguard the appearance and character of the surrounding area, in accordance with policy 7.4 of The London Plan 2016 and ensure a high standard of residential quality in accordance with Policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013).

40 Contamination

No demolition shall take place until a scheme ('the first scheme') for identifying, managing and disposing of any potential contamination hazards found during demolition of the existing buildings and structures on the site has first been submitted to, and agreed in writing by, the local planning authority. No development other than demolition shall take place until a scheme ('the second scheme') for the management of contamination risk at the site has first been submitted to, and agreed in writing by, the local planning authority. The second scheme shall include the following:

- a) details of a site investigation to provide information for a detailed assessment of the risks to all receptors that may be affected, including those off site;
 - b) the results of the site investigation and an options appraisal and remediation strategy giving full details of remediation measures and how they are to be undertaken; and
 - c) a verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy are complete and identifying any requirements for longer-term monitoring of pollutant leakages, maintenance and arrangements for contingency action.
- The demolition shall be carried out in accordance with the first scheme so agreed. The development other than demolition shall be carried out in accordance with the second scheme so agreed.

REASON: To ensure that the development does not activate or spread potential contamination at the site and that the land is appropriately remediated for the approved uses, in accordance with Policy 5.21 of the London Plan (2016) and Policy DM 15 of the Harrow and Wealdstone Area Action Plan 2013. To ensure that measures are agreed and in place to identify and manage potential sources of contamination during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

41 Glare

The development hereby approved shall not progress above podium slab level until a report evaluating the risk of glare from the development and proposing any necessary mitigation has first been submitted to and approved by the Local Planning Authority in writing. The development shall not be occupied until such mitigation work has been completed in accordance with approved details. Necessary mitigation shall be retained as such thereafter.

REASON: To ensure that the tall buildings on the site do not adversely affect their surroundings in terms of glare, in accordance with Policy 7.7 of the London Plan (2016).

42 Air Quality

No development shall take place, including any works of demolition, until details has first been submitted to and approved by the Local Planning Authority in writing for all Non-Road Mobile Machinery (NRMM) to be used on

the development site. All NRMM should meet as minimum the Stage IIIB emission criteria of Directive 97/68/EC and its subsequent amendments unless it can be demonstrated that Stage IIIB equipment is not available. An inventory of all NRMM must be registered on the NRMM register <https://nrmm.london/user-nrmm/register>. All NRMM should be regularly serviced and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment.

REASON: To ensure that the development would not result in a deterioration of air quality in accordance with policy 7.14 of The London Plan 2016, policy DM1 of the Harrow Development Management Policies Local Plan (2013) and policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013). To ensure that suitable vehicles would be used during the construction process, this is a PRE-COMMENCEMENT CONDITION.

43 Air pollution mitigation measures

The development hereby permitted shall not progress above podium slab level until details of air pollution mitigation measures for accommodation at ground, first and second floor levels of blocks A, B and C has first been submitted to and approved by the Local Planning Authority in writing. The mitigation measures shall be in accordance with the recommendations of the "*Air Quality Assessment for Palmerston Road Deller Corner, Wealdstone dated March 2016 ref: 1993m-SEC-00001-02*". The development shall not be occupied until the works have been completed in accordance with the approved details and thereafter retained.

REASON: To ensure that the amenity of future occupiers of the development is protected in accordance with policy 7.14 of The London Plan 2016, policy DM1 of the Harrow Development Management Policies Local Plan (2013) and policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013).

44 Play space air pollution mitigation measures

The development hereby permitted shall not commence until a nitrogen dioxide measurement study, to establish the risk of the nitrogen dioxide hourly mean limit value being exceeded in the playground, as described in the report "*Air Quality Assessment for Palmerston Road Deller Corner, Wealdstone dated March 2016 ref: 1993m-SEC-00001-02*" has first been submitted to and approved by the Local Planning Authority in writing. In the event that the study demonstrates that the nitrogen dioxide hourly mean limit value is likely to be exceeded, then a management plan to ensure there will be no occupation for more than an hour during pollution events of the playground shall be submitted and agreed in writing by the Local Planning authority. The playground must be occupied in accordance with the management plan so agreed.

REASON: To ensure that the amenity of future occupiers of the development is protected in accordance with policy 7.14 of The London Plan 2016, policy DM1 of the Harrow Development Management Policies Local Plan (2013) and

policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013). This is a PRE-COMMENCEMENT CONDITION.

45 Carpark ventilation

The development hereby approved shall not progress above podium slab level until there has first been submitted to and approved by the Local Planning Authority in writing, a scheme to ventilate the car park and minimise the ingress of polluted air, and management thereof. The scheme so agreed shall be implemented before the car park is brought into use and shall be retained as such thereafter.

REASON: To ensure that the amenity of future occupiers of the development is protected in accordance with policy 7.14 of The London Plan 2016, policy DM1 of the Harrow Development Management Policies Local Plan (2013) and policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013).

46 Noise mitigation

The development hereby approved shall not progress above podium slab level until a report identifying those residential premises within the development that require mitigation of external noise levels and detailing the mitigation required to achieve satisfactory noise levels within those premises (and to their private balcony areas, where relevant) has first been submitted to and approved by the Local Planning Authority in writing. The report shall also detail the arrangements for ventilating the residential premises so identified. Those residential premises within the development that require mitigation shall not be occupied until the mitigation works (including ventilation works) as approved have been completed. Such mitigation and ventilation works shall thereafter be retained.

REASON: To ensure that potential adverse noise impacts to residential premises within the development are mitigated in accordance with Policy 7.15 of the London Plan (2016), and to ensure a high standard of amenity for future occupiers in accordance with Policy DM 1 of the Development Management Policies Local Plan (2013).

47 Noise levels

The Local Planning Authority, the individual and cumulative rating level of noise emitted from plant and/or machinery at the development hereby approved shall be at least 10dB below the existing background noise level. The noise levels shall be determined at the nearest residential property. The measurements and assessment shall be made in accordance with British Standard 4142 Method for rating industrial noise affecting mixed residential and industrial areas. Before any plant is used, measurements of the noise from the plant must be taken and a report / impact assessment demonstrating that the plant (as installed) meets the design requirements, shall be submitted to be approved in writing by the Local Planning Authority.